

STATE OF CONNECTICUT
MUNICIPAL ACCOUNTABILITY REVIEW BOARD
REGULAR MEETING NOTICE AND AGENDA

Meeting Date and Time: Thursday, November 5, 2020 10:00 AM –12:00 PM

Meeting Location: This meeting will be telephonic only. Meeting materials can be found at <https://portal.ct.gov/OPM/Marb/Full-Board-Meetings-and-Materials>

Telephonic Meeting: Telephone 1 860-840-2075
Meeting ID: 745 945 374

Agenda

- I. Call to Order & Opening Remarks by Secretary Melissa McCaw and Treasurer Shawn Wooden

- II. Public Comment Period – *The Public Comment portion of the agenda will be announced by the Chair. Members of the public attending the telephonic meeting will be provided an opportunity to speak. Before making their comments, members of the public wishing to speak must be recognized by the Chair. Speakers may be asked to limit their comments due to time constraints of this meeting.*

- III. Approval of Minutes:
 - a. October 8, 2020 Regular Meeting

- IV. City of Hartford Issues and Items
 - a. Subcommittee update
 - b. Review and discussion: Monthly Financial Report: September 2020
 - c. Non-Labor Contracts:
 - i. Tyler Technologies – Revaluation
 - ii. Cigna - Third Party Administrator
 - iii. ORL - Facility Management

- V. Town of Sprague Issues and Items
 - a. Subcommittee update
 - b. Update: 5-Year Plan status
 - c. Review and discussion: Monthly Financial Report: September 2020

VI. City of West Haven Issues and Items

- a. Subcommittee Update
- b. Review and Discussion: Monthly Financial Report: September 2020
- c. Non-labor Contracts:
 - i. Motorola

VII. Other Business

- a. Subcommittee membership

VIII. Adjourn

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STATE OF CONNECTICUT
MUNICIPAL ACCOUNTABILITY REVIEW BOARD
REGULAR MEETING MINUTES

Meeting Date and Time: Thursday, October 8, 2020 10:00 AM –12:00 PM

Meeting Location: This was a telephonic meeting. Meeting materials can be found at <https://portal.ct.gov/OPM/Marb/Full-Board-Meetings-and-Materials>

Telephonic Meeting: Telephone 1 860-840-2075
Meeting ID: 534 433 062

Members in Attendance: Secretary McCaw, Christine Shaw (State Treasurer designee), Mark Waxenberg, Robert White, David Biller, Sal Luciano, Thomas Hamilton, Matthew Brokman, Stephen Falcigno (joined at 10:15)

Municipal Officials in Attendance: Mayor Rossi, Frank Cieplinski, William Ryan (labor attorney), Jolita Lazauskas, Michael Lupkus, Leigh Ann Ralls, First Selectman Cheryl Blanchard, Melissa Sevigny, Superintendent Hull, Michele Demicco.

OPM Staff in Attendance: Kimberly Kennison, William Plummer, Julian Freund

I. Call to Order & Opening Remarks by Secretary Melissa McCaw and Treasurer Shawn Wooden

The meeting was called to order at 10:04 AM.

II. Public Comment Period

There was no public comment.

III. Approval of Minutes:

a. September 10, 2020 Regular Meeting

Mr. Luciano made a motion to approve the minutes with a second by Mr. Biller. The motion was approved unanimously.

IV. City of West Haven Issues and Items

a. Subcommittee Update

Mr. Freund provided an overview of the update document that was included in the meeting materials. The subcommittee agenda included review of the AFSCME Local 681 tentative agreement. The subcommittee voted to recommend approval by the MARB of that contract. The subcommittee also reviewed the results of a benchmarking effort, discussed the status of the vacant Allingtown Fire Chief

position which the City is planning to fill, the development of a Tri-District MOU and the status of updated pension and OPEB valuations. Routine updates on the status of the corrective action plan and the ADP project were also covered during the subcommittee meeting.

b. Labor Contracts:

i. AFSCME Local 681

Secretary McCaw introduced the agenda item for the board. The contract covers 98 employees, including Public Works and non-managerial Town Hall workers. The last contract expired June 30, 2017. The tentative agreement was ratified by the union on and the City Council in September. The MARB has until October 15 to take action if it chooses. Secretary McCaw highlighted the major tenets of the agreement including the general wage adjustments and health insurance provisions.

A motion was made by Mr. Luciano to approve, with a second by Mr. Hamilton. The Secretary opened the floor for further questions and discussion.

Mr. Hamilton asked whether the City's option to make future changes to health insurance plan design in, the event that State Partnership health insurance rates increase, are preserved in the contract. The City's labor attorney, William Ryan, explained that the contract allows the City to change insurance carriers provided coverage is equal to or better than the current plan. Some further discussion regarding overtime provisions and the inclusion of vacation hours in the calculation of overtime. Mr. Ryan noted that the City's original proposal was to have all leave time removed from the overtime calculation, but during negotiations reached agreement with the union to remove sick time from the calculation.

A vote on the motion was called, and all voted in favor of the contract.

c. Review and Discussion: Monthly Financial Report: August 2020

The monthly financial report was provided in the meeting materials. Mr. Cieplinski provided a brief overview of the report. He noted that tax collections have rebounded in the second month and are in line with the prior year's collection for the same period. Members asked about the Board of Education budget and whether the expenses associated with school re-opening could be accommodated within appropriations. Mr. Cavallaro responded that these expenses would be covered within existing resources and expected pandemic relief funding. Secretary McCaw noted that legislation was passed that excludes Covid related expenses from counting toward school districts' Minimum Budget Requirement calculation.

d. Update: Municipal Restructuring Funds

Secretary McCaw updated the board on the status of FY 2020 restructuring funds. The agreement with the City for FY 2020 allowed for up to \$4.115 million in restructuring funds and included a number of conditions for payment. Among the conditions was the corrective action plan for FY 2019 audit findings and steps by the City to address findings in an IT security assessment. Several items from the FY 2020

agreement will carry forward for additional work in FY 2021. Secretary McCaw advised the board that, of the \$4.115 million authorized, she has authorized the distribution of \$3.115 million. She further explained that based on the City's projected favorable FY 2020 budget results, the amount of restructuring funds distributed will enable the City to meet its fund balance targets as shown in its 5-Year Plan. Secretary McCaw also noted that the City was able to absorb medical runoff costs that were incurred following the transition of active employees to the State Partnership health plan.

The Memorandum of Agreement for FY 2021 is in the process of being developed and will include conditions for restructuring funds as outlined in the distributed materials. The list of proposed conditions were reviewed and discussed by the subcommittee at a prior meeting. Mr. White asked that the City be required to receive a 3-year plan from the fire districts to reduce demands on taxpayers. Mayor Rossi noted the tentative provision for MARB approval of use of proceeds from property sales and asked that the MARB provide the City some guidance on uses that may be considered.

Mr. Cieplinski updated the board on the sale of general obligation bonds that was executed on October 2. The City received a premium of \$1.5 million that will be applied to the cost of the high school project. The true interest cost was approximately 2%.

V. City of Hartford Issues and Items

a. Subcommittee update

The subcommittee has not met since the last MARB meeting. Mr. Lupkus and Ms. Ralls updated the board on the status of the City's recovery from the ransomware attack. At this time, the City anticipates completing the FY 2020 audit on schedule, but raised the possibility that an extension may need to be requested.

b. Review and discussion: Monthly Financial Report: August 2020

Mr. Lupkus updated the board on the City's monthly financial report. Year to date, the City's tax collections are slightly higher than the prior year for the same period. Expenditures do not show any significant variances. Secretary McCaw asked for an update on the Board of Education projected expenditures for FY 2020. Mr. Lupkus indicated that it appears there will be a surplus for the Board of Education and that the \$2.9 million committed fund balance will not be needed for FY 2020.

VI. Town of Sprague Issues and Items

a. Subcommittee update

Ms. Kennison noted the a subcommittee meeting to review the Town's updated 5-Year Plan is still pending and has not been scheduled yet. An updated 5-Year Plan is the most critical item needed at this time.

b. Update: 5-Year Plan status

Ms. Blanchard updated the board on the status of the updated 5-Year Plan. She noted that the Board of Education enrollment projections are the most significant item that still needs to be incorporated into the Plan. She is expecting to be able to submit an updated Plan in October. Secretary McCaw expressed interest in getting the subcommittee review of the Plan in by the end of October.

c. Review and discussion: Monthly Financial Report: August 2020

Ms. Blanchard pointed out that the Town has made up ground in tax collections and, based on updated figures from the Tax Collector, has matched collections for the same period in the prior year. Superintendent Hull summarized the Board of Education's expenditures and indicated that the cost of re-opening schools will be covered within existing resources and sources of relief funding. Mr. Waxenberg asked how the closure of any of the regional high schools would impact the district's expenses. Mr. Hull explained that transportation costs would likely be affected, but that tuition would be less impacted.

VII. Other Business

VIII. Adjourn

A motion was made by Mr. Luciano, seconded by Mr. Biller to adjourn. All voted in favor and the meeting adjourned at 11:30 AM.

MEMORANDUM
MUNICIPAL ACCOUNTABILITY REVIEW BOARD

To: Municipal Accountability Review Board
From: Julian Freund
Subject: Update on Hartford Subcommittee
Date: October 29, 2020

The Hartford Subcommittee last met on October 22, 2020. In addition to routine updates on the status of the City's and BOE's corrective action plan related to the FY 2019 audit findings and the FY 2020 audit process, the subcommittee received an update on the FY 2020 BOE and City budget results and reviewed follow-up information related to questions raised at prior meetings.

FY 2019 Corrective Action Plan: The City reported on the actions to implement the auditor's recommendations concerning IT controls. Of the 11 recommendations, 8 have been closed. The process of encrypting laptops continues. Implementation of two recommendations regarding IT policies and procedures and the development of a disaster recovery plan may be delayed as a result of the ransomware attack that occurred earlier this fall. The BOE presented a written status report that addresses steps being take to improve the year-end close process. Most measures have either been completed or are expected to be completed by the end of the calendar year. The most significant challenge has been in filling an Accountant position.

FY 2020 Close and Audit Process: Although some delays in the process were caused by the ransomware attack, the City is expecting to meet the 12/31/20 deadline for submitting its FY 2020 financial statements.

Board of Education FY 2020 Budget Projection: The Board of Education's updated final expenditures in FY 2020 project an end of year balance of \$5.1 million. Of this amount, it is expected that approximately \$2.7 will be set aside as Committed Fund Balance for a subsequent BOE budget. When combined with the approximately \$3 million previously set aside as Committee Fund Balance for the BOE, the total Committed Fund Balance for the BOE would reach \$5.7 million, which is roughly 2% of the BOE budget and the maximum that may be set aside for that purpose.

The remaining \$2.4 million end-of-year balance that is not expected to be set aside as Committed Fund Balance, would roll to General Fund Balance as either Assigned or Unassigned Fund Balance (though some portion of that amount may be needed for other outstanding claims.

Projected Fund Balance: Based on a projected FY 2020 surplus of \$18.8 million, the City anticipates a total General Fund Balance of approximately \$31.4 million as of 6/30/20. Of that amount, \$5.7 million is expected to be Committed for subsequent BOE budgets and \$5 million will be Assigned as a contingency for economic uncertainty. The remaining \$20.7 million would be Unassigned Fund Balance.

Review of Information Requests from Prior Meetings: The Subcommittee also reviewed information provided by the City on a range of topics, including the following:

- Golf Enterprise Fund: Historical financial information
- Sensitivity Analysis of Grand List Projections: Impact of potential variances between projected and actual grand list growth rates
- Sensitivity Analysis of General Wage Increases: Quantified cost of general wage increases at various hypothetical percentages
- Workers Compensation: Information on potential changes to return to work provisions
- Information Technology Plan: Additional detail regarding public safety departments

City of Hartford

FY2021

Monthly Financial Report to the Municipal Accountability Review Board



September 2020

(FY2021 P3)

Meeting date: November 5, 2020

City of Hartford
Budget and Financial Report
to the Municipal Accountability Review Board

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City of Hartford - FY2021 General Fund Financial Report & Projection

MARB 11/05/20

Revenue Category	FY2020 UN-AUDITED ACTUAL	FY2021 ADOPTED BUDGET	FY2021 REVISED BUDGET	FY2020 ACTUAL (SEPTEMBER)	FY2021 ACTUAL (SEPTEMBER)	FY2021 PROJECTION	VARIANCE	% COLL.
41 General Property Taxes ¹	(279,020,798)	(281,967,014)	(281,967,014)	(139,904,346)	(146,171,794)	(284,056,446)	(2,089,432)	52%
42 Licenses & Permits ²	(6,405,875)	(6,161,581)	(6,161,581)	(1,692,313)	(1,983,333)	(6,346,365)	(184,784)	32%
43 Fines Forfeits & Penalties ³	(159,380)	(194,282)	(194,282)	(58,854)	(39,919)	(161,182)	33,100	21%
44 Revenue from Money & Property ⁴	(3,361,237)	(2,478,879)	(2,478,879)	(1,048,984)	(198,245)	(1,479,682)	999,197	8%
45 Intergovernmental Revenues ^{5,17}	(304,169,420)	(258,570,285)	(258,570,285)	(12,412,238)	(11,741,903)	(258,570,285)	-	5%
46 Charges For Services ⁶	(3,288,742)	(3,087,015)	(3,087,015)	(876,505)	(699,474)	(2,747,116)	339,899	23%
47 Reimbursements ⁷	(108,890)	(121,624)	(121,624)	(19,863)	(16,401)	(121,624)	-	13%
48 Other Revenues ⁸	(205,839)	(236,134)	(236,134)	(57,270)	(5,550)	(114,134)	122,000	2%
53 Other Financing Sources ⁹	(9,726,738)	(14,941,496)	(14,941,496)	(1,620,662)	(1,164,307)	(7,759,829)	7,181,667	8%
Total Revenues¹⁸	(606,446,920)	(567,758,310)	(567,758,310)	(157,691,036)	(162,020,927)	(561,356,663)	6,401,647	29%

MARB 11/05/20

Expenditure Category	FY2020 UN-AUDITED ACTUAL	FY2021 ADOPTED BUDGET	FY2021 REVISED BUDGET	FY2020 ACTUAL (SEPTEMBER)	FY2021 ACTUAL (SEPTEMBER)	FY2021 PROJECTION	VARIANCE	% EXP.
Payroll ¹⁰	100,488,621	111,531,937	111,630,082	22,720,083	22,791,831	111,657,713	(27,631)	20%
Benefits ¹¹	78,429,191	93,872,044	93,872,044	21,852,411	23,043,460	95,037,130	(1,165,086)	25%
Debt & Other Capital ^{12,17}	68,470,660	11,697,446	11,697,446	1,550,568	1,511,371	11,697,446	-	13%
Library ¹³	1,534,650	8,335,687	8,335,687	383,663	417,255	1,669,021	6,666,666	5%
Metro Hartford Innovation Services	3,193,214	3,167,436	3,167,436	798,303	791,859	3,167,436	-	25%
Utilities ¹⁴	24,847,819	26,291,225	26,291,225	4,877,575	4,502,403	26,629,225	(338,000)	17%
Other Non-Personnel ¹⁵	31,634,056	28,849,261	28,751,116	5,079,583	4,399,478	28,876,754	(125,638)	15%
Education ¹⁶	283,827,068	284,013,274	284,013,274	24,009,596	24,009,596	284,013,274	-	8%
Total Expenditures¹⁸	592,425,279	567,758,310	567,758,310	81,271,781	81,467,252	562,747,998	5,010,312	14%

Committed Fund Balance for Board of Education								
Total Expenditures incl. Committed Fund Balance								
Revenues and Expenditures incl. Committed for BOE, Net	(14,021,641)	-	-	(76,419,255)	(80,553,674)	1,391,335		
Council Approved Use of Fund Balance				-				
Net Surplus/(Deficit)	14,021,641	-	-	76,419,255	80,553,674	(1,391,335)		

See footnotes on page 2.

REVENUE FOOTNOTES

- ¹ (1) Cumulative through September current year tax levy revenues actuals are 3.6% or \$5M higher than FY2020 Period 3 (September).
(2) Prior Year Levy collections actuals are tracking favorable comparing to the FY2020 cumulative through September.
(3) Interest and liens collections actuals are higher by \$563K through September comparing to the FY2020.
(4) Revenues from subsequent tax lien sales are not recorded until the 4th quarter of the fiscal year.
Overall a surplus of \$2.1M is projected for **General Property Taxes** and will continue to be monitored through the fiscal year.
- ² The **Licenses and Permits** revenue category is primarily comprised of building, electrical, mechanical, plumbing permits, and food and milk dealer licenses. This revenue category's actuals are tracking favorable comparing to the FY2020 cumulative through September and projected to be favorable and over the FY2021 budget by \$185K.
- ³ The **Fines, Forfeits and Penalties** revenue line item is primarily comprised of false alarms fines and projected to be under the FY2021 budget by \$33K.
- ⁴ Revenue from **Money and Property** contains lease/rental and short-term investment income. FY2021 actuals are tracking lower compared to FY2020 Period 3 (September) due to a low interest rate environment for short-term investment income. This revenue category is projected to be under the FY2021 budget by \$999K.
- ⁵ FY2021 **Intergovernmental Revenues** YTD primarily reflect the receipt of the car tax revenues from the State.
- ⁶ **Charges for Services** contains revenues associated with the conveyance tax, transcript/filing of records and special events. This revenue line item varies each year with historical actuals ranging from \$2.8M to \$4.2M. A shortfall of \$340K is recorded for this revenue category.
- ⁷ **Reimbursements** (primarily Section 8) primarily occur at fiscal year end.
- ⁸ **Other Revenues** will vary year to year based on unanticipated items such as settlements.
- ⁹ **Other Financing Sources** reflects revenues from Corporate Contribution ⁽¹⁾, DoNo Stadium Fund⁽²⁾, the Parking Authority Fund⁽³⁾, Special Police Service Fund⁽⁴⁾ and other (interest from CIP Investment account)⁽⁵⁾.
(1) Corporate Contribution of \$10M, of which \$3.333M will be provided directly to the City of Hartford General Fund and \$6.667M has been provided directly to the Hartford Public Library. A corresponding appropriation reduction has been noted to reflect this arrangement.
(3) The first quarter of revenue from Hartford Parking Authority was received and recorded, however its projected to be under the FY2021 budget due to loss in the revenues due to COVID-19 health pandemic.
(5) Other revenues are projected to be \$0.

EXPENDITURE FOOTNOTES

- ¹⁰ Payroll (FT, PT, OT and Holiday) is projected to be net unfavorable by \$28K. The methodology of the full-time payroll projection (detailed in the appendix) reflects 10.6 weeks of actual payroll expenses with 41.6 weeks remaining. Vacancies are assumed to be refilled with 37.6 weeks remaining in the fiscal year. Vacancy and attrition savings of \$2.27M and \$23K of favorability in Holiday Pay is offset by a projected shortfall of \$2.23M in OT and \$90K in PT. Payroll will continue to be monitored throughout the fiscal year.
- ¹¹ Benefits is projected to be net unfavorable due to centrally budgeted non-Public Safety attrition being realized in departments city-wide.
- ¹² The FY2021 Adopted Budget for Debt & Other Capital is comprised of \$4.65M for Downtown North principal and interest, \$97K for a Grant in Lieu of Taxes payment, \$116K for Clean Water loan principal and interest, and \$6.84M for Pay-As-You-Go CapEx for a total of \$11.70M.
- ¹³ The Library is projected to be favorable due to \$6.667M of the Corporate Contribution being provided directly to the Hartford Public Library.
- ¹⁴ Utilities are projected to be \$338K unfavorable due to the trend in tipping fees.
- ¹⁵ Other Non-Personnel is unfavorable due to cyber security services and Microsoft 365 services, offset by favorable dues and parking leases.
- ¹⁶ Education YTD actuals reflect 3 months of the City's tax supported payment of \$96M. The \$188M ECS will be recorded as the State allocation is received.
- ¹⁷ Under the executed Contract Assistance agreement, \$56.31M of General Obligation debt service payments are made on the City's behalf by the State of Connecticut in FY2021. Consistent with GAAP rules, the contract assistance payments are recorded as donated capital revenue. The debt service expenditures are recorded in the ledger in the Debt Service line item to properly reflect the retirement of debt. This unbudgeted debt expense is offset by contract assistance revenue, together of which nets to zero.
- ¹⁸ The City's financial system (Munis) reflects revenues as negative values (credits) and expenditures as positive values. A negative variance for revenues is favorable. A positive variance for revenues is unfavorable.

Revenue Summary - Major Category

	FY2020 UN-AUDITED ACTUAL	FY2021 ADOPTED BUDGET	FY2021 REVISED BUDGET	FY2020 ACTUAL (SEPTEMBER)	FY2021 ACTUAL (SEPTEMBER)
41-TAXES	(279,020,798)	(281,967,014)	(281,967,014)	(139,904,346)	(146,171,794)
CURRENT YEAR TAX LEVY	(266,724,855)	(272,347,014)	(272,347,014)	(137,471,204)	(142,481,934)
INTEREST AND LIENS	(4,800,274)	(3,800,000)	(3,800,000)	(886,304)	(1,449,206)
PRIOR YEAR LEVIES	(6,747,808)	(5,270,000)	(5,270,000)	(1,530,338)	(2,184,546)
TAX LIEN SALES	(537,555)	(480,000)	(480,000)	-	-
OTHER	(210,307)	(70,000)	(70,000)	(16,500)	(56,109)
42-LICENSES AND PERMITS	(6,405,875)	(6,161,581)	(6,161,581)	(1,692,313)	(1,983,333)
BUILDING PERMITS	(3,596,300)	(3,442,000)	(3,442,000)	(935,265)	(1,337,766)
ELECTRICAL PERMITS	(953,593)	(797,665)	(797,665)	(222,910)	(231,170)
FOOD & MILK DEALER LICENSES	(135,904)	(299,727)	(299,727)	(88,025)	(55,050)
MECHANICAL PERMITS	(728,778)	(800,000)	(800,000)	(158,970)	(106,220)
PLUMBING PERMITS	(374,799)	(337,846)	(337,846)	(87,406)	(132,300)
OTHER	(616,501)	(484,343)	(484,343)	(199,737)	(120,828)
43-FINES FORFEITS AND PENALTIES	(159,380)	(194,282)	(194,282)	(58,854)	(39,919)
FALSE ALARM CITATIONS-POL&FIRE	(138,732)	(185,000)	(185,000)	(54,661)	(38,632)
LAPSED LICENSE/LATE FEE	(14,100)	(7,100)	(7,100)	(3,500)	-
OTHER	(6,547)	(2,182)	(2,182)	(693)	(1,287)
44-INTEREST AND RENTAL INCOME	(3,361,237)	(2,478,879)	(2,478,879)	(1,048,984)	(198,245)
BILLINGS FORGE	(20,257)	(20,428)	(20,428)	(5,377)	(5,476)
CT CENTER FOR PERFORM ART	(37,500)	(50,000)	(50,000)	(12,500)	(12,500)
INTEREST	(2,417,949)	(1,402,256)	(1,402,256)	(855,040)	(64,422)
RENT OF PROP-ALL OTHER	(95,070)	(114,780)	(114,780)	(27,859)	(25,651)
RENTAL OF PARK PROPERTY	(16,163)	(72,565)	(72,565)	(7,600)	(5,875)
RENTAL OF PARKING LOTS	(24,674)	(600)	(600)	-	-
RENTAL OF PROP-FLOOD COMM	(84,480)	(148,560)	(148,560)	(25,680)	(23,160)
RENTAL-525 MAIN STREET	(18,111)	(21,094)	(21,094)	(5,326)	(2,852)
RENTS FROM TENANTS	(157,448)	(180,500)	(180,500)	(48,414)	(40,237)
SHEPHERD PARK	(234,393)	(118,000)	(118,000)	-	-
THE RICHARDSON BUILDING	(218,124)	(313,952)	(313,952)	(43,115)	-
UNDERWOOD TOWER PILOT	(36,144)	(36,144)	(36,144)	(18,072)	(18,072)
OTHER	(925)	-	-	-	-
45-INTERGOVERNMENTAL	(304,169,420)	(258,570,285)	(258,570,285)	(12,412,238)	(11,741,903)
MUNICIPAL AID	(254,097,409)	(254,031,479)	(254,031,479)	(11,597,120)	(11,344,984)
CAR TAX SUPPL MRSF REV SHARING	(11,597,120)	(11,344,984)	(11,344,984)	(11,597,120)	(11,344,984)
EDUCATION COST SHARING	(187,788,684)	(187,974,890)	(187,974,890)	-	-
HIGHWAY GRANT	(1,190,578)	(1,190,578)	(1,190,578)	-	-
MASHANTUCKET PEQUOT FUND	(6,136,523)	(6,136,523)	(6,136,523)	-	-
MRSA BONDED DISTRIBUTION GRANT	(1,419,161)	(1,419,161)	(1,419,161)	-	-
MRSF SELECT PILOT	(12,422,113)	(12,422,113)	(12,422,113)	-	-
MUNICIPAL STABILIZATION GRANT	(3,370,519)	(3,370,519)	(3,370,519)	-	-
PRIV TAX EXEMPT PROPERTY	(20,009,758)	(20,009,758)	(20,009,758)	-	-
STATE OWNED PROPERTY	(10,162,953)	(10,162,953)	(10,162,953)	-	-
OTHER MUNICIPAL AID	(45,666,626)	-	-	-	-
STATE CONTRACT ASSISTANCE	(45,666,626)	-	-	-	-
OTHER STATE REVENUES	(107,353)	(103,029)	(103,029)	(34,587)	(4,550)
JUDICIAL BRANCH REV DISTRIB.	(87,898)	(66,947)	(66,947)	(34,587)	(4,550)
VETERANS EXEMPTIONS	(19,456)	(36,082)	(36,082)	-	-
PILOTS, MIRA & OTHER INTERGOVERNMENTAL	(4,277,084)	(4,432,477)	(4,432,477)	(780,531)	(392,370)
DISABIL EXEMPT-SOC SEC	(6,559)	(6,569)	(6,569)	-	-
GR REC TAX-PARI MUTUEL	(152,553)	(227,868)	(227,868)	(50,925)	(16,436)
HEALTH&WELFARE-PRIV SCH	(50,793)	(61,366)	(61,366)	-	-
MATERIALS INNOVATION RECYCLING	(1,500,000)	(1,500,000)	(1,500,000)	-	-
PHONE ACCESS LN TAX SH	(474,553)	(481,772)	(481,772)	-	(668)
PILOT CHURCH HOMES INC	(125,390)	(131,112)	(131,112)	(62,695)	(63,066)
PILOT FOR CT CTR FOR PERF	(343,053)	(410,779)	(410,779)	-	-
PILOT FOR HARTFORD 21	(500,000)	(500,000)	(500,000)	(250,000)	-
PILOT HARTFORD HILTON	(495,227)	(540,247)	(540,247)	(90,041)	-
PILOT HARTFORD MARRIOTT	(603,956)	(552,764)	(552,764)	(301,870)	(312,200)
PILOT TRINITY COLLEGE	(25,000)	(20,000)	(20,000)	(25,000)	-
OTHER	(20,949)	(3,300)	(3,300)	-	-
CONS NETWORK TRANSP	(16,749)	-	-	-	-
STATE REIMBURSEMENTS	(4,200)	(3,300)	(3,300)	-	-
46-CHARGES FOR SERVICES	(3,288,742)	(3,087,015)	(3,087,015)	(876,505)	(699,474)
CONVEYANCE TAX	(1,245,596)	(1,240,916)	(1,240,916)	(414,989)	(376,281)
FILING RECORD-CERTIF FEES	(277,024)	(300,000)	(300,000)	(71,637)	(72,336)
TRANSCRIPT OF RECORDS	(706,343)	(821,151)	(821,151)	(207,210)	(136,734)
OTHER	(1,059,779)	(724,948)	(724,948)	(182,670)	(114,122)
47-REIMBURSEMENTS	(108,890)	(121,624)	(121,624)	(19,863)	(16,401)
ADVERTISING LOST DOGS	(415)	(453)	(453)	(90)	(130)
ATM REIMBURSEMENT	(280)	(721)	(721)	(280)	-
DOG ACCT-SALARY OF WARDEN	(1,955)	(2,600)	(2,600)	-	-
OTHER REIMBURSEMENTS	(1,527)	(3,000)	(3,000)	(14)	-
REIMB FOR MEDICAID SERVICES	-	(16,056)	(16,056)	-	-
SECTION 8 MONITORING	(86,101)	(83,890)	(83,890)	(18,625)	(16,221)
OTHER	(18,613)	(14,904)	(14,904)	(855)	(50)
48-OTHER REVENUES	(205,839)	(236,134)	(236,134)	(57,270)	(5,550)
MISCELLANEOUS REVENUE	(158,326)	(189,124)	(189,124)	(17,326)	(3,574)
OVER & SHORT ACCOUNT	(14)	(737)	(737)	18	(160)
SALE CITY SURPLUS EQUIP	(1,489)	(26,150)	(26,150)	(307)	(515)
SALE OF DOGS	(6,563)	(5,993)	(5,993)	(1,820)	(1,525)
SETTLEMENTS - OTHER	(95)	(3,000)	(3,000)	-	-
OTHER	(39,353)	(11,130)	(11,130)	(37,835)	224
53-OTHER FINANCING SOURCES	(9,726,738)	(14,941,496)	(14,941,496)	(1,620,662)	(1,164,307)
CORPORATE CONTRIBUTION	(3,333,333)	(10,000,000)	(10,000,000)	-	-
DOWNTOWN NORTH (DONO)	(1,082,775)	-	-	(302,208)	-
REVENUE FROM HTFD PKG AUTHY	(2,171,429)	(2,076,496)	(2,076,496)	(520,115)	(400,000)
SPECIAL POLICE SERVICES	(3,081,144)	(2,750,000)	(2,750,000)	(779,996)	(764,307)
OTHER	(58,057)	(115,000)	(115,000)	(18,343)	-
Grand Total	(606,446,920)	(567,758,310)	(567,758,310)	(157,691,036)	(162,020,927)

CITY OF HARTFORD
PROPERTY TAX COLLECTIONS REPORT FOR FY20 AND FY21
PROPERTY TAX COLLECTION REPORT THROUGH SEPTEMBER 30, 2020

Month	Current Year Taxes		Prior Year Taxes		Interest		Liens Sales		Total Collections	
	Actual FY 20	Actual FY 21	Actual FY 20	Actual FY 21	Actual FY 20	Actual FY 21	Actual FY 20	Actual FY 21	FY 20	FY 21
July	83,540,894	91,265,549 ¹	(151,199)	113,251 ²	303,663	496,088 ¹	-	-	83,693,359	91,874,888 ¹
August	51,765,115	47,619,102 ³	1,244,906	1,035,620 ³	322,761	492,040 ³	-	-	53,332,783	49,146,762 ³
September	2,165,195	3,597,283 ⁴	436,631	1,035,675 ⁴	259,879	461,078 ⁴	-	-	2,861,706	5,094,036 ⁴
October	2,189,141	-	769,555	-	376,828	-	-	-	3,335,524	-
November	1,398,615	-	364,745	-	219,391	-	-	-	1,982,751	-
December	13,885,761	-	945,112	-	1,085,525	-	-	-	15,916,399	-
January	80,265,171	-	664,435	-	324,876	-	-	-	81,254,483	-
February	26,015,103	-	647,294	-	602,991	-	-	-	27,265,387	-
March	2,339,129	-	649,408	-	421,126	-	-	-	3,409,663	-
April	1,091,113	-	287,009	-	197,530	-	-	-	1,575,651	-
May	1,006,004	-	394,647	-	333,316	-	298,122	-	2,032,089	-
June	1,063,613	-	495,263	-	352,388	-	239,433	-	2,150,698	-
Total Collections	266,724,855	142,481,934	6,747,808	2,184,546	4,800,274	1,449,206	537,555	-	278,810,491	146,115,686
60 Day Collections (Year End entry)										
Adjusted Total Collections	266,724,855	142,481,934	6,747,808	2,184,546	4,800,274	1,449,206	-	-	278,810,491	146,115,686

	Current Year Taxes		Prior Year Taxes		Interest		Liens Sales		Total Collections	
	FY 20	FY 21	FY 20	FY 21	FY 20	FY 21	FY 20	FY 21	FY 20	FY 21
Total Budget	272,220,266	272,347,014	6,250,000	5,270,000	4,500,000	3,800,000	500,000	480,000	283,470,266	281,897,014
Total current levy at July 1st	286,964,966	289,481,159	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Collections through SEPTEMBER	137,471,204	142,481,934 ^{3,4}	1,530,338	2,184,546 ⁴	886,304	1,449,206	-	-	139,887,847	146,115,686 ^{3,4}
Outstanding Receivable at 09/30/20	143,367,533	142,087,695	54,022,660	60,015,866	n/a	n/a	n/a	n/a	n/a	n/a
Adjustments		4,911,530								
% of Budget Collected	50.50%	52.32%	24.49%	41.45%	19.70%	38.14%	0.00%	0.00%	49.35%	51.83%
% of Adjusted Levy Collected	47.91%	49.22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Mill Rate Real Estate	74.29	74.29								
Mill Rate Personal Property	74.29	74.29								
Mill Rate Motor Vehicle	45	45								

^{1,3} FY21 P1- Current Year Tax collections exceeds prior year due to timing. Several top payers paid in July this year but in August last year.

² FY20 Prior Year's Tax collections negative balance is due to adjustments from tax appeals. Less adjustments were processed in July 2020.

³ YtD FY21 has higher collections due to some increased property values on several large properties and an overall increase with online payments.

⁴ YtD FY21 continues to result in increased collections due to online payments, increased PY levy collections by our collection agency, and earlier payments made in real estate compared to PY.

Expenditure Summary - Departments

	FY2020 UN-AUDITED ACTUAL	FY2021 ADOPTED BUDGET	FY2021 REVISED BUDGET	FY2020 ACTUAL (SEPTEMBER)	FY2021 ACTUAL (SEPTEMBER)	FY2021 PROJECTION	VARIANCE
00111 MAYOR'S OFFICE	716,367	603,584	603,584	188,692	135,547	592,242	11,342
00112 COURT OF COMMON COUNCIL ¹	488,562	594,815	594,815	104,300	106,724	650,796	(55,981)
00113 TREASURER	380,915	487,540	487,540	95,090	80,934	460,085	27,455
00114 REGISTRARS OF VOTERS	596,307	472,452	604,966	181,145	221,389	602,863	2,103
00116 CORPORATION COUNSEL	1,264,155	1,829,808	1,829,808	277,906	257,655	1,758,489	71,319
00117 TOWN & CITY CLERK ²	687,556	793,100	793,100	124,052	165,258	779,531	13,569
00118 INTERNAL AUDIT	509,566	510,567	510,567	108,131	102,480	510,134	433
00119 CHIEF OPERATING OFFICER	759,506	1,366,789	1,366,789	142,286	231,762	1,366,644	145
00122 METRO HARTFORD INNOVATION SERV	3,193,214	3,167,436	3,167,436	798,303	791,859	3,167,436	0
00123 FINANCE	3,764,509	3,609,199	3,609,199	691,448	646,673	3,483,823	125,376
00125 HUMAN RESOURCES	1,193,411	1,459,364	1,459,364	207,456	214,770	1,383,130	76,234
00128 OFFICE OF MANAGEMENT & BUDGET	887,664	1,199,258	1,199,258	178,576	223,638	1,195,120	4,138
00132 FAMILIES, CHILDREN, YOUTH & RECREATION	3,475,508	3,676,785	3,676,785	1,590,748	1,318,423	3,543,300	133,485
00211 FIRE	33,250,887	35,345,057	35,345,057	6,866,016	6,923,302	35,192,125	152,932
00212 POLICE	40,826,316	44,948,288	44,948,288	9,404,403	9,506,794	46,169,946	(1,221,658)
00213 EMERGENCY SERVICES & TELECOMM. ³	3,726,686	3,904,021	3,904,021	863,351	821,896	4,186,410	(282,389)
00311 PUBLIC WORKS	14,074,678	16,237,382	16,237,382	2,699,884	2,683,204	15,662,733	574,649
00420 DEVELOPMENT SERVICES	3,642,417	4,281,035	4,281,035	734,599	747,209	4,115,040	165,995
00520 HEALTH AND HUMAN SERVICES	4,735,999	5,263,784	5,263,784	653,493	386,336	5,090,564	173,220
00711 EDUCATION	283,827,068	284,013,274	284,013,274	24,009,596	24,009,596	284,013,274	0
00721 HARTFORD PUBLIC LIBRARY ⁴	1,534,650	8,335,687	8,335,687	383,663	417,255	1,669,021	6,666,666
00820 BENEFITS & INSURANCES ⁵	78,429,191	93,872,044	93,872,044	21,852,411	23,043,460	95,037,130	(1,165,086)
00821 DEBT SERVICE ⁶	68,470,660	11,697,446	11,697,446	1,550,568	1,511,371	11,697,446	0
00822 NON OP DEPT EXPENDITURES ⁷	41,989,488	40,089,595	39,957,081	7,565,666	6,919,717	40,420,719	(463,638)
Grand Total	592,425,279	567,758,310	567,758,310	81,271,781	81,467,252	562,747,998	5,010,312

¹ The Court of Common Council is projected to be unfavorable due to part-time staffing.

² The Town & City Clerk has received grants from the Connecticut Secretary of State and Center for Tech and Civic Life for COVID-19 related election expenditures.

³ Emergency Services & Telecomm. is projected to be unfavorable due to overtime and Trainees being hired as full-time staff and the need to assign a full-time staff person to each Trainee during scheduled shifts.

⁴ The Library is projected to be favorable due to \$6.667M of the Corporate Contribution being provided directly to the Hartford Public Library.

⁵ Benefits and Insurances is projected to be unfavorable due to centrally budgeted non-Public Safety attrition being realized in departments city-wide.

⁶ The FY2021 Adopted Budget for Debt & Other Capital are comprised of \$4.65M for Downtown North principal and interest, \$97K for a Grant in Lieu of Taxes payment, \$116K for Clean Water loan principal and interest, and \$6.84M for Pay-As-You-Go CapEx for a total of \$11.70M.

⁷ Non Operating is projected to be net unfavorable \$463K due to the trend in tipping fees, cyber security services and Microsoft 365 services.

Expenditure Summary - Major Expenditure Category

	FY2020 UN-AUDITED ACTUAL	FY2021 ADOPTED BUDGET	FY2021 REVISED BUDGET	FY2020 ACTUAL (SEPTEMBER)	FY2021 ACTUAL (SEPTEMBER)	FY2021 PROJECTION	VARIANCE
PAYROLL	100,488,621	111,531,937	111,630,082	22,720,083	22,791,831	111,657,713	(27,631)
FT ¹	83,197,927	95,394,989	95,394,989	18,199,180	18,088,884	93,125,425	2,269,564
HOL ¹	2,226,941	2,404,357	2,404,357	358,450	369,920	2,381,095	23,262
OT ¹	12,822,713	12,088,532	12,088,532	3,398,414	3,686,214	14,318,931	(2,230,399)
PT ¹	2,241,040	1,644,059	1,742,204	764,039	646,813	1,832,262	(90,058)
BENEFITS	78,429,191	93,872,044	93,872,044	21,852,411	23,043,460	95,037,130	(1,165,086)
HEALTH	27,512,861	34,702,117	34,702,117	6,337,761	6,779,515	34,702,117	0
MITIGATION ²	0	(1,000,000)	(1,000,000)	0	0	0	(1,000,000)
PENSION ³	43,215,092	49,316,611	49,316,611	10,964,152	11,505,900	49,393,215	(76,604)
INSURANCE	3,949,483	4,557,677	4,557,677	2,767,391	2,827,425	4,557,677	0
FRINGE REIMBURSEMENTS	(4,794,554)	(3,800,000)	(3,800,000)	(640,952)	(549,391)	(3,800,000)	0
LIFE INSURANCE	233,055	315,652	315,652	58,132	58,691	315,652	0
OTHER BENEFITS	4,017,670	4,414,719	4,414,719	1,028,426	1,057,871	4,414,719	0
WAGE ⁴	0	(88,482)	(88,482)	0	0	0	(88,482)
WORKERS COMP	4,295,584	5,453,750	5,453,750	1,337,500	1,363,448	5,453,750	0
DEBT	68,470,660	11,697,446	11,697,446	1,550,568	1,511,371	11,697,446	0
DEBT	68,470,660	11,697,446	11,697,446	1,550,568	1,511,371	11,697,446	0
LIBRARY	1,534,650	8,335,687	8,335,687	383,663	417,255	1,669,021	6,666,666
LIBRARY ⁵	1,534,650	8,335,687	8,335,687	383,663	417,255	1,669,021	6,666,666
MHIS	3,193,214	3,167,436	3,167,436	798,303	791,859	3,167,436	0
MHIS	3,193,214	3,167,436	3,167,436	798,303	791,859	3,167,436	0
UTILITY	24,847,819	26,291,225	26,291,225	4,877,575	4,502,403	26,629,225	(338,000)
UTILITY ⁶	24,847,819	26,291,225	26,291,225	4,877,575	4,502,403	26,629,225	(338,000)
OTHER	31,634,056	28,849,261	28,751,116	5,079,583	4,399,478	28,876,754	(125,638)
COMMUNITY ACTIVITIES	2,172,896	2,547,699	2,547,699	895,996	910,641	2,597,699	0
CONTINGENCY	395,655	2,770,935	2,720,935	0	(9,365)	2,720,935	0
CONTRACTED SERVICES	3,996,327	4,255,315	4,284,035	381,367	326,563	4,284,035	0
ELECTIONS	0	297,471	164,957	0	0	164,957	0
GOVT AGENCY & OTHER	19,964	19,964	19,964	19,964	0	19,964	0
LEASES - OFFICES PARKING COPIER ⁷	1,810,014	2,066,103	2,066,103	345,297	320,067	2,042,493	23,610
LEGAL EXPENSES & SETTLEMENTS	1,952,780	2,536,500	2,536,500	311,188	209,233	2,536,500	0
OTHER ⁸	9,501,279	4,174,777	4,174,777	732,933	366,003	4,131,319	43,459
POSTAGE	200,000	200,000	200,000	50,000	100,000	200,000	0
SUPPLY	3,886,594	4,105,995	4,108,495	373,666	374,067	4,108,495	0
TECH, PROF & COMM BASED SERVICES ⁹	2,093,531	2,778,218	2,781,367	355,468	443,276	2,974,073	(192,706)
VEHICLE & EQUIP	5,605,017	3,096,284	3,096,284	1,613,705	1,358,994	3,096,284	0
EDUCATION	283,827,068	284,013,274	284,013,274	24,009,596	24,009,596	284,013,274	0
EDUCATION	283,827,068	284,013,274	284,013,274	24,009,596	24,009,596	284,013,274	0
Grand Total	592,425,279	567,758,310	567,758,310	81,271,781	81,467,252	562,747,998	5,010,312

¹ Payroll (FT, PT, OT and Holiday) is projected to be net unfavorable by \$28K. The methodology of the full-time payroll projection (detailed in the appendix) reflects 10.6 weeks of actual payroll expenses with 41.6 weeks remaining. Vacancies are assumed to be refilled with 37.6 weeks remaining in the fiscal year. Vacancy and attrition savings of \$2.27M and \$23K of favorability in Holiday Pay is offset by a projected shortfall of \$2.23M in OT and \$90K in PT. Payroll will continue to be monitored throughout the fiscal

² Mitigation of \$1.0M reflects non-Public Safety budgeted attrition and vacancy savings. The Police and Fire department respectively include \$1.16M and \$450K in budgeted attrition and vacancy savings. In total, \$2.61M is budgeted for attrition city-wide.

³ Pension is \$77K unfavorable due to recently implement employer contribution plan for non-union employees.

⁴ The FY2021 Adopted Budget includes savings of \$88K for furloughs, which will be realized in payroll throughout the fiscal year.

⁵ The Library is projected to be favorable due to \$6.667M of the Corporate Contribution being provided directly to the Hartford Public Library.

⁶ Utilities are projected to be \$338K unfavorable due to the trend in tipping fees.

⁷ Leases are projected to be \$24K favorable due leasing less parking spaces.

⁸ Other expenditures are favorable due to the Connecticut Conference of Municipalities reducing due payments due to COVID-19.

⁹ Tech, Prof and Comm Based Services are unfavorable due to cyber security services and Microsoft 365 services.

Appendix

FY2021 Full-time Payroll Projection (through September) as of 9/21/20

DEPARTMENTS	BUDGETED HC	BUDGETED ANNUAL AMOUNT (REV)	YTD THRU CHECK ISSUE 9/21 (10.6 WEEKS)	PROJECTION (41.6 WEEKS)	YTD THRU 9/21 PLUS PROJECTION (41.6 WEEKS)	REMAINING ESTIMATED STEPS	PROJECTION	VARIANCE (BUDGETED ANNUAL AMOUNT - PROJECTION)
111-Mayor	7	567,336	127,324	428,671	555,994	0	555,994	11,342
112-CCC	7	354,519	59,640	265,296	324,936	0	324,936	29,583
113- Treas	9	402,160	79,162	284,100	363,262	11,442	374,705	27,455
114- ROV	7	335,321	64,533	266,915	331,448	1,770	333,218	2,103
116-Corp Counsel	16	1,496,628	246,036	1,169,928	1,415,963	0	1,415,963	80,665
117- Clerk	10	655,706	133,652	504,150	637,802	4,335	642,137	13,569
118-Audit	5	505,389	102,193	402,763	504,956	0	504,956	433
119-COO	14	1,024,060	126,292	894,531	1,020,823	2,342	1,023,165	895
123- FIN	44	3,298,836	603,203	2,530,767	3,133,970	39,490	3,173,460	125,376
125- HR	14	1,015,419	163,970	751,422	915,392	1,794	917,185	98,234
128-OMBG	13	1,091,178	199,013	873,279	1,072,292	0	1,072,292	18,886
132-FCYR	12	871,522	158,026	677,169	835,195	1,461	836,656	34,866
211- Fire	365	28,190,753	5,276,821	22,058,971	27,335,793	269,936	27,605,729	585,024
212- Police	507	37,084,916	6,538,727	28,064,822	34,603,550	418,469	35,030,067	2,054,849
213- EST	51	3,047,638	456,635	2,271,140	2,727,776	28,764	2,756,540	291,098
311- DPW	206	10,703,491	1,906,009	8,254,008	10,160,016	101,793	10,261,809	441,682
420- Devel Serv	56	4,124,396	703,974	3,144,374	3,848,348	46,474	3,912,351	212,045
520- HHS	34	2,177,434	310,062	1,673,467	1,983,529	20,685	2,004,214	173,220
Grand Total	1,377	96,946,702	17,255,271	74,515,772	91,771,043	948,754	92,745,374	4,201,328

FT- Fire Attrition	(450,000)	FT- Fire Attrition	(450,000)
FT- Police Attrition	(1,159,718)	FT- Police Attrition	(1,159,718)
FT- Development Serv. Attrition	(20,000)	FT- Development Serv. Attrition	(20,000)
FT- Net other payroll	78,005	FT- Net other payroll	(302,046)
FT- Total Revised Budget	<u>95,394,989</u>	FT- Subtotal Variance	<u>2,269,564</u>
		Non-Sworn Attrition (in Benefits)	(1,000,000)
		Total Variance	<u>1,269,564</u>

Assumptions

- 1) Analysis is based on year-to-date actuals from check date 9/21/20, which includes 10.6 pay periods, and projects filled positions for 41.6 future weeks.
- 2) Non-sworn vacancies are projected for 37.6 future weeks, with one Council (CCC) position assumed not to be filled in FY2021.
- 3) A future Police FY2021 class is planned for the winter (12 max. hires).
- 4) A future Fire FY2021 class is planned for the fall (14 max. hires).
- 5) Adopted head count is 1391 with 14 MHIS positions funded in the MHIS internal service fund.



CITY OF HARTFORD: Tyler Technologies, Inc. Revaluation Services

- **Desired Services:** Tyler Technologies, Inc. has been identified as the vendor of interest through a public, Request For Proposal (RFP)# 5964: Revaluation Services process to provide the City with state-mandated revaluation services for all real estate effective for the 10/1/2021 Grand List.
- **Cost of Contract:** As compensation for Provider's performance of the Services, the City agrees to pay Provider the following fixed fees, designated by property category:
 - Residential Parcels: 22,000 parcels @ \$420,000.00 = \$19.09/parcel
 - Commercial, Industrial, and Exempt Parcels: 3,876 parcels @ \$99,500.00 = \$25.67/parcel
 - Total Cost: \$519,500 or \$20.08/parcel
- **Term:** The term of this Agreement will be for one year starting on November 1, 2020 and ending on January 31, 2022. The City has the option to extend this contract for three (3) additional (1) year terms at the City's sole and absolute discretion.
- **Key Factors in selection of Tyler Technologies, Inc.:**
 - Relevant experience and proposed account team was stronger than other proposer.
 - Compensation was deemed fair for the proposed services and support model.
 - Tyler is a Certified Revaluation Company for both Real and Personal Property in the state of Connecticut.

CONTRACT FOR PROFESSIONAL SERVICES

by and between

CITY OF HARTFORD

and

Tyler Technologies, Inc.

for

Revaluation Services

This Contract for Professional Services ("Contract") is by and between the **City of Hartford**, a Connecticut municipal Corporation having its territorial limits within the County of Hartford and State of Connecticut, acting herein by **Luke A. Bronin, its Mayor**, duly authorized hereinafter referred to as the **City**, and **Tyler Technologies, Inc.** with an address of **1 Tyler Way, Moraine, OH 45439** acting herein by **H. Lynn Moore, its CEO**, duly authorized, hereinafter referred to as the **Provider**.

1. **SCOPE OF SERVICES**

The City hereby engages Provider to provide revaluation services on an as-needed basis as set forth on **Exhibit A** attached hereto ("Services"), subject to the terms and conditions in this Contract.

The parties acknowledge that the terms and conditions of this Contract are based on the laws, rules and regulations as of the Effective Date. In the event any applicable laws, rules or regulations change so as to create additional work for Provider not provided for in this Contract, **City shall allow Provider a reasonable extension of time to complete the Services, and additional compensation as provided in Section 3 below.**

2. **TERM**

The term of this Agreement will be for one year starting on November 1, 2020 and ending **on January 31, 2022..** The City has the option to extend this contract for three (3) additional (1) year terms in the City's sole and absolute discretion.

3. **COMPENSATION**

For Services rendered by Provider, as detailed in **Exhibit A** of this Contract, Provider shall be paid according to the fees set forth in Exhibit B. All Services performed under this Contract shall be invoiced as performed. Payment will be made by City for any Services provided hereunder and not disputed by City as set forth in Section (4) below, within thirty (30) days of its receipt of Provider's invoice. **Provider prefers to receive payments electronically.** Provider's electronic payment information is available by contacting AR@tylertech.com.

Exhibit B contains the related costs required for the Services based on our understanding of the specifications the City supplied and of the laws, rules and regulations applicable to the Services as of the Effective Date. If additional work is required, or if the City uses or requests additional services, Provider will provide the City with an addendum outlining the costs for the additional work. The price quotes in the addendum will be valid for thirty (30) days from date of issuance.

4. INVOICE DISPUTE

If City believes any delivered Service does not conform to the warranties in this Contract, City will provide Provider with written notice within fifteen (15) days of City's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues City contends are in dispute so that Provider can confirm the issue and respond to City's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in City's notice. Provider will work with City as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party in order to resolve any issues presented in City's notice. City may withhold payment of the amount(s) actually in dispute, and only those amounts, until Provider completes the action items outlined in the plan. If Provider is unable to complete the action items outlined in the action plan because of City's failure to complete the items agreed to be done by City, then City will remit full payment of the invoice. Provider reserves the right to suspend delivery of all services if City fails to pay an invoice not disputed as described above within fifteen (15) days of notice of Provider's intent to suspend services.

5. MANAGEMENT

The Finance Director or his/her designee will manage this Contract for the City. The City will co-manage all center operations and shall also work closely with the Provider in all aspects of the programs and Services and each shall follow reasonable suggestions of the other to improve same.

6. CITY ASSISTANCE

City acknowledges that the Services Provider provides under this Contract are a cooperative process which may require the time and resources of City's personnel. City agrees to use all reasonable efforts to cooperate with and assist Provider as may be reasonably required to meet the agreed upon project deadlines and other milestones for the Services. This cooperation includes at least working with Provider to schedule the Services outlined in this Contract. Provider will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by City personnel to provide such cooperation and assistance (either through action or omission). "Force Majeure" means an event beyond the reasonable control of either party, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, severe or unusual weather or climatic conditions which exist for a substantial period of time, extreme inflation (defined as eight percent or greater per year) or any other cause that could not with reasonable diligence be foreseen or prevented by City or Provider.

7. RELATIONSHIP BETWEEN THE PARTIES

It is mutually agreed that the Provider, including its employee(s), is an independent contractor and not an officer, employee or agent of the City, and that this Contract is a contract for services and not a contract of employment, and that, as such, the Provider and its employee(s) shall not be entitled to any employment benefits of the City such as, but not limited to: vacation, sick leave, insurance, workers' compensation, pension and retirement benefits. All personnel matters affecting Provider's staff will be the responsibility of the Provider.

8. HOLD HARMLESS AGREEMENT

The Provider shall indemnify and hold harmless the City, including but not limited to, its **elected officials, officers, and agents**, ("collectively, "the City Indemnities") from any and all third party claims made against the City Indemnities, losses, liabilities, damages, costs and reasonable attorneys' fees, for (a) personal injury or property damage to the extent caused by Provider's willful misconduct or negligence or (b) Provider's violation of law applicable to Provider's performance under this Contract. The City agrees to give the Provider prompt written notice of any such claim and sole control over its defense or settlement thereof. The City agrees to provide Provider with reasonable assistance, cooperation, and information in defending the claim at Provider's expense. The foregoing indemnity shall survive the termination or expiration of this Contract.

9. INSURANCE REQUIREMENTS

A certificate of insurance must be presented to the City in order for this Contract to take effect. The certificate must name the City as an additional insured on Provider's Commercial General Liability and Automobile Liability policies, which automatically adds the City as an additional insured to Provider's Excess/Umbrella Liability policy . Except as otherwise set forth herein, policies maintaining such insurance shall be maintained by Provider while performing Services under this Contract. Provider agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability with respect to appraisal services of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000.

10. CONFLICT OF INTEREST

Provider hereby represents and warrants to City as follows:

- (i) Provider has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Contract, and Provider has not paid or agreed to pay any company or person, other than bona fide employees working solely for Provider, any fee, gift or any other consideration contingent upon or resulting from the awarding or making of this Contract;

- (ii) no member of the governing body of City, or its designees, employees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this Contract shall, during the individual's tenure or thereafter, have any personal or financial interest, direct or indirect, with the exception of ownership of Provider stock, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with this Contract. Provider shall cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph.

In the event the foregoing representation contained in Section 10(i) is untrue, or if any fact or circumstance occurs during the term hereof that cause the representation contained in Section 10(i) to be untrue, then City, in addition to such other rights or remedies which may then be available to it, all of which are expressly reserved hereby, shall have the option of terminating this Agreement in accordance with Subsection 12.1.

11. SERVICES WARRANTY

All Services will be performed by Provider in a timely manner in accordance with the project timeline set forth in Exhibit A, or as otherwise mutually agreed to by the parties, and shall be performed by Provider in a professional, workmanlike manner in accordance with industry standards.

12. CONFIDENTIALITY

Provider shall not, at any time during, or after the expiration of, the term of this Contract, divulge to any person, or use for its or any other person's benefit, any confidential information relating to the conduct, management, or business of City, which shall have come to the knowledge of Provider in the course of providing the Services hereunder. Provider further agrees to treat as confidential, and to use only for the advancement of the interest of City, all data and other information submitted to or obtained by it in connection with the Services during the term of this Contract, which is considered confidential information as set forth below. Except as may otherwise be agreed by City, all originals and copies of any such materials shall be returned to City upon completion of the Services or at such earlier time as is requested thereby.

In the event the City is exposed to confidential information of Provider, the City shall not disclose any confidential information of Provider at any time during, or after the expiration of, the term of this Contract and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents.

For the purposes of this section, confidential information is any nonpublic information of either party that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law, and information relating to the conduct, management, or business of City.

The confidentiality covenants contained herein will survive the termination or cancellation of this Contract. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Contract by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Contract; provided, however, that in the event the City receives an open records or other similar applicable request, the City will give Provider prompt notice and otherwise perform the functions required by applicable law.

13. EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default

Any of the following occurrences or acts shall constitute an Event of Default under this Contract:

- (i) Whenever Provider shall do, or permit anything to be done, whether by action or inaction, contrary to any of the covenants, agreements, terms or provisions contained in this Agreement which on the part or behalf of Provider are to be kept or performed, City shall invoke the Dispute Resolution clause set forth in Section 17; or
- (ii) whenever an involuntary petition shall be filed against Provider under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of Provider or of or for the property of Provider shall be appointed without the acquiescence of Provider, or whenever this Contract or the unexpired balance of the term would, by operation of law or otherwise, except for this provision, devolve upon or pass to any person, firm or corporation other than Provider or a corporation in which Provider may be duly merged, converted or consolidated under statutory procedure, and such circumstance under this subparagraph shall continue and shall remain undischarged or unstayed for an aggregate period of sixty (60) days (whether or not consecutive) or shall not be remedied by Provider within sixty (60) days; or
- (iii) whenever Provider shall make an assignment of the property of Provider for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by Provider under the reorganization provisions of the United States Bankruptcy Code or

under the provisions of any law of like import, or whenever a petition shall be filed by Provider under the arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever Provider shall desert or abandon the Project.

14. TERMINATION OF AGREEMENT

12.1 Termination for Cause

Upon the occurrence of an Event of Default as set forth in Section 11.1(j) hereof, City may terminate this Contract for cause in the event Provider does not cure, or create a mutually agreeable action plan to address, the Event of Default, as set forth in Section 11.1(i) hereof, within the thirty (30) day window set forth in Section 17.

12.2 Termination for Non-availability of Funds

In the event City shall not have funds available for the Services, City may terminate this Agreement upon thirty (30) days written notice thereof to Provider.

12.3 Termination at Will

Upon the occurrence of an Event of Default, as set forth in Section 11.1(ii) and Section 11.1(iii) City may terminate this Contract by giving thirty (30) days' prior written notice thereof to Provider.

12.4 Payment upon Termination

In the event this Contract is terminated pursuant to any of Sections 12.2 through 12.3 above, City shall make full payment to Provider for all undisputed fees and expenses related to the Services the City has received, or Provider has incurred or delivered, up to and including the date of termination within sixty (60) days of such date of termination. Disputed fees and expenses in all terminations other than the City's termination for cause must have been submitted as invoice disputes in accordance with Section 4..

15. DISCLAIMER

EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS CONTRACT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. LIMITATION OF LIABILITY/EXCLUSION OF CERTAIN DAMAGES

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CONTRACT, PROVIDER'S

LIABILITY FOR DAMAGES ARISING OUT OF THIS CONTRACT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) CITY'S ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY CITY UNDER THIS CONTRACT. THE PRICES SET FORTH IN THIS CONTRACT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION 8 ABOVE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF TAX REVENUE OR CLAIMS RELATED TO VALUATION OF PROPERTY, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. DISPUTE RESOLUTION

City agrees to provide Provider with written notice within thirty (30) days of becoming aware of a dispute. City agrees to cooperate with Provider in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with Provider's appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent either party from seeking necessary injunctive relief during the dispute resolution.

18. ESTABLISHMENT AND MAINTENANCE OF RECORDS; AUDITS

13.1 **Provider agrees to establish and maintain fiscal control and accounting** procedures that assure proper accounting for all funds paid by City to Provider under this Contract. Without limiting the generality of the foregoing, Provider agrees that it will maintain accurate and complete records of (i) all charges and any other claims or demands for compensation from City, or any other person or entity, in connection with the Services (including, without limitation, any claims for or arising out of any alleged breach of this Contract), (ii) the basis (including but not limited to, supporting documentation) therefor, and (iii) the amount and source of any and all payments or other consideration ultimately recovered in respect thereof.

13.2 **Records related directly to the Services shall be maintained for a period of not less than six (6) years from the earlier of: (i) expiration of this Contract pursuant to Section 2; or (ii) date of termination of this Contract pursuant to Section 12.** Provider further shall permit (and require its subcontractors, if any, to permit) City and/or its duly authorized representatives to examine, review, and audit any records and books of Provider, or any and all of Provider's subcontractors,

related directly to the Services once per year on one (1) week advance written notice, and at City's expense. Such examination, review, and/or audit shall not include access to Provider's personnel records, or conditions of employment.

19. SUBCONTRACTORS

Portions of the Services may be subcontracted, provided that:

- (i) City shall have given prior approval to such subcontract in writing, which approval may not be unreasonably withheld;
- (ii) All applicable terms, covenants, conditions and provisions of this Contract shall have been incorporated in such subcontract(s) and the subcontractor(s) shall have agreed in writing to assume, perform and be bound by the applicable provisions of this Contract and all applicable terms, covenants, conditions and provisions hereof and shall have further acknowledged and agreed that City is and will be a third party beneficiary of said undertakings; and
- (iii) City shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

20. COMPLIANCE WITH LAWS

Provider shall perform all Services hereunder in accordance with and subject to all applicable federal and state laws, statutes, and regulations including any applicable regulations promulgated by the Department of Motor Vehicles.

21. ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

Provider agrees to abide by applicable federal and state laws regarding anti-discrimination and affirmative action. In carrying out the Services, Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

Provider shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship. Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government, setting forth the provisions of the non-discrimination clause as may be required by applicable law.

Provider shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Provider shall incorporate, or cause

to be incorporated, this provision in any and all subcontracts entered into pursuant to **this Contract.**

22. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

Provider agrees to abide by the provisions of the Americans with Disabilities Act (the "Act") of 1990; Public Law 101-336, as applicable.

In compliance with this law, as applicable, Provider shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of Provider, or be subjected to discrimination by Provider. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by Provider.

Provider shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by the Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the Act.

Provider shall not permit coercion, intimidation or threatening of, or interference with, any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by the Act.

23. DELINQUENCY IN OBLIGATIONS

Provider hereby agrees that throughout the term of this Contract, all taxes and contractual obligations owed to City shall be and remain current.

24. NON-WAIVER

Any failure by City or Provider to insist upon the strict performance by the other of any of the terms and provisions hereof shall not constitute a waiver of that or any other of said other party's obligations hereunder, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of this Contract.

25. AMENDMENTS

This Contract may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

26. DISCLAIMER OF AGENCY OR THIRD PARTY BENEFICIARY RIGHTS

City and Provider are the only parties to this Contract and are the only parties entitled to

enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

27. NON-ASSIGNABILITY BY PROVIDER

This Contract shall not be transferable or assignable by Provider, by operation of law or otherwise, without prior written consent of City, which shall not be unreasonably withheld.

28. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

29. CUMULATIVE REMEDIES

All rights and remedies exercisable by City hereunder shall be cumulative and the exercise or beginning of the exercise by City of any of its rights or remedies hereunder shall not preclude City from exercising any other right or remedy granted hereunder or permitted by law.

30. GOVERNING LAW

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Connecticut without regard or resort to conflict of laws principles.

31. GENDER/NUMBER/TITLE

Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Contract requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Contract, the title shall prevail.

32. NOTICES

All notices, approvals, demands, requests, or other documents required or permitted under this Contract, other than routine communications necessary for the day-to-day operation of this Contract, shall be deemed properly given if hand delivered or sent by express courier mail service or United States registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

As to the City:
City of Hartford
550 Main Street

As to Provider:
Tyler Technologies, Inc.
1 Tyler Drive

Hartford, CT 06103
Attn: Luke A. Bronin, Its Mayor

Yarmouth, ME 04096
Attn: Chief Legal Officer

With a Copy to:

Corporation Counsel
City of Hartford
550 Main Street
Hartford, CT 06103

Notices provided in accordance with the foregoing shall be deemed received as of the earlier of the date of delivery or the second business day following the date of their being posted with U.S. Postal Service.

30. SUCCESSORS AND ASSIGNS

Subject to the other provisions of this Contract, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

31. TAXES

The fees in Exhibit B do not include any taxes, including, without limitation, sales, use, or excise tax. If the City is a tax-exempt entity, the City agrees to provide Provider with a tax-exempt certificate. Otherwise, Provider will pay all applicable taxes to the proper authorities and City will reimburse Provider for such taxes. If the City has a valid direct-pay permit, the City agrees to provide Provider with a copy. For clarity, Provider is responsible for paying its income taxes arising from Provider's performance of this Contract.

32. FORCE MAJEURE

Except for the City's payment obligations, neither party will be liable for delays in performing its obligations under this Contract to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

33. PURPOSE/USE OF APPRAISALS.

By virtue of this Contract, Provider is contracted to provide certain services specified herein and recommendations of value to the City which are intended for exclusive use by the City for determinations of assessment for ad valorem tax purposes. Any use other than that stated above is not authorized nor intended, and most specifically excluded is an opinion of value used for federally related real estate transactions or other mortgage purposes.

34. CLIENT LISTS.

The City agrees that Provider may identify the City by name in client lists, marketing presentations, and promotional materials.

35. MERGER/ENTIRE AGREEMENT

This Contract and its exhibits referenced herein and attached hereto, contain the entire understanding between the parties hereto and supersede any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter hereof.

IN WITNESS THEREOF, the CITY OF HARTFORD and the PROVIDER have executed this Contract as of this _____ day of _____, 2020 ("Effective Date").

PROVIDER

By: _____

CITY OF HARTFORD

By: _____

Luke A. Bronin
its Mayor

APPROVALS:

As to Form and Legality:

By: _____

Howard G. Rifkin
Its Corporation Counsel

/_____/____

Date

Exhibit A

Exhibit B

As compensation for Provider's performance of the Services, the City agrees to pay Provider the following fixed fees:

- Residential Parcels -\$420,000.00
- Commercial, Industrial, and Exempt Parcels -\$99,500.00

CITY OF HARTFORD: CIGNA; 6 MONTH Contract Extension



- **Client Profile:** CIGNA is the existing Third Party Administrator (TPA) for Medical/Vision and Dental Health Administration Services for all City and Library active and retired employee benefit plans. CIGNA was awarded the ASO Agreement effective January 1, 2016 and is set to expire December 31, 2020. The City requests a 6 month contract continuation, *January 1, 2021 through June 30, 2021*.
- **Cost of Contract:** CIGNA's continuation of service terms, conditions, and pricing, remain unchanged with the expected total cost, based on current population, of \$776,000.
- **Demographics:** Active and retired City and Library employees.

Status	Medical/Vision		Dental	
	Subscribers	Dependents	Subscribers	Dependents
Actives	1,245	1,671	1,245	1,667
Retirees	618	533	1,140	626
Total	1,863	2,204	2,385	2,293

CITY OF HARTFORD: CIGNA; 6 MONTH Contract Extension



- **RFP Schedule:** The City of Hartford released a competitive Request for Proposals (RFP) October 2, 2020 with an expected contract award on February 1, 2021. Although our current environment remains challenging, we anticipate strong carrier participation and competitive pricing.

Date	Activity
October 2, 2020	Release RFP
October 9, 2020	Intent to Bid Form and NDA Deadline by 2:00 PM EST
October 16, 2020	Vendor Question Deadline by 2:00 PM EST
October 23, 2020	Vendor Questions Answered
November 9, 2020	Electronic Proposals Posted to Proposal Tech by 2:00 PM EST
November 12, 2020	Hard Copy Proposals Due by 2:00 PM EST
Week of January 11, 2021	Finalist Interviews (if Necessary)
Week of January 18, 2021	Best and Final Offer
February 1, 2021	Contract Awarded
February through May	Implementation
July 1, 2021	Effective Date for Contract



CITY OF HARTFORD

CONTRACT

ROUTING TABLE

Date:	October 1, 2020
Initiating Department:	Human Resources Benefits Administration
Contact Person & Telephone:	Richard Pokorski 860-757-9862
Subject Matter:	Administrative Services Only Agreement (ASO) with Cigna Health and Life Insurance Company.
Services:	Cigna administrative services to City's Health Plan Benefits available to City/Library employees.
Term of Contract (start to end date):	Contract Extension 1/1/2021- 6/30/21
Cost of Project / Budget:	Continuation of existing contracted rates \$775,840.00 ⁰⁰
Source of Funds (General/Grant):	General
MUNIS Account Coding:	87381501-87381503-71081501-71081503 589403-589410-589411
Contractor / Vendor#:	CIGNA - 58578
Council Resolution Date:	September 16, 2015

	TITLE	SIGNATURE	DATE
1. Initiating Department	Department Head		11/2/2020
2. Procurement Services Unit (Communications & Revisions)	Procurement Specialist		10/5/20
3. Procurement Services Unit	Procurement Agent		10/5/2020
4. Management & Budget (non-CIP) / Finance (CIP only)	Director of M&B or Director of Finance		
5. Corporation Counsel (Form & Legality)	Corporation Counsel		
6. Mayor's Office	Chief Operating Officer*		

*Please Note: The Chief Operating Officer will deliver the agreement to the Mayor for signature.

OK 10/21/20



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Cigna Corporation Et Al 900 Cottage Grove Road Bloomfield CT 06002 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570084618076 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	ManageCare Liab			33085874 Managed Care E&O	07/01/2020	07/01/2021	Agg-Claims Made \$15,000,000

Certificate No : 570084618076

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See the attached list of additional Named Insureds.

CERTIFICATE HOLDER**CANCELLATION**

City of Hartford Attn: Richard Pokorski Benefits Administrator 550 Main Street Hartford CT 06103 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Additional Named Insureds (1 of 2)

Allegiance Benefit Plan Management, Inc.
Allegiance Cobra Services, Inc.
Bravo Health Mid-Atlantic, Inc.
Brighter Inc.
Cigna Behavioral Health, Inc.
Cigna Corporate Services, LLC
Cigna Dental Health of California, Inc.
Cigna Dental Health of Delaware, Inc.
Cigna Dental Health of Florida, Inc.
Cigna Dental Health of Kentucky, Inc.
Cigna Dental Health of Maryland, Inc.
Cigna Dental Health of New Jersey, Inc.
Cigna Dental Health of North Carolina, Inc.
Cigna Dental Health of Ohio, Inc.
Cigna Dental Health of Pennsylvania, Inc.
Cigna Dental Health of Texas, Inc.
Cigna Dental Health of Virginia, Inc.
Cigna Dental Health Plan of Arizona, Inc.
Cigna Dental Health, Inc.
Cigna Health and Life Insurance Company
Cigna Health Management, Inc.
Cigna Healthcare of Arizona, Inc.
Cigna Healthcare of California, Inc.
Cigna Healthcare of Georgia, Inc.
Cigna Healthcare of North Carolina, Inc.
Cigna Healthcare of Tennessee, Inc.
Cigna Healthcare of Utah, Inc.
Cigna Healthcare, Inc.
Cigna Life Insurance Company of New York
Cigna Onsite Health, LLC
Connecticut General Life Insurance Company
Express Scripts Holding Company
Gulfquest, LP
Healthspring Life & Health Insurance Company, Inc.
Healthspring of Florida, Inc.
Healthspring USA, LLC
Healthspring, Inc.
Home Physicians Management, LLC
Life Insurance Company of North America
Newquest Management Northeast, LLC
Newquest Management of Alabama, LLC
Newquest, LLC
Qualcare Alliance Networks, Inc.
Qualcare, Inc.
Scibal Associates, Inc.
Tel-Drug of Pennsylvania, L.L.C.

Tel-Drug, Inc.
Verity Solutions Group, Inc.
Accredo Health Group, Inc.
Accredo Health, Incorporated
AHG of New York, Inc.
Airport Holdings, LLC
Biopartners in Care, Inc.
Care Continuum, Inc.
CareCore National Group, LLC
CareCore National Intermediate Holdings, LLC
CareCore National, LLC
CareCore NJ, LLC
CareNext Managed Care, LLC
CareNext Post-Acute, LLC
Chiro Alliance Corporation
CuraScript, Inc.
Diversified NY IPA, Inc.
Diversified Pharmaceutical Services, Inc.
Econdisc Contracting Solutions, LLC
ESI Canada
ESI GP Canada ULC
ESI GP Holdings, Inc.
ESI GP2 Canada ULC
ESI Mail Order Processing, Inc.
ESI Mail Pharmacy Service, Inc.
ESI Partnership
ESI Resources, Inc.
eviCore healthcare MSI, LLC
Express Reinsurance Company
Express Scripts Administrators LLC
Express Scripts Canada Co.
Express Scripts Canada Holding Co.
Express Scripts Canada Holding, LLC
Express Scripts Canada Services
Express Scripts Canada Wholesale
Express Scripts Holding Company, Inc.
Express Scripts Pharmaceutical Procurement, LLC
Express Scripts Pharmacy Atlantic, Ltd.
Express Scripts Pharmacy Central, Ltd.
Express Scripts Pharmacy Ontario, Ltd.
Express Scripts Pharmacy West, Ltd.
Express Scripts Pharmacy, Inc.
Express Scripts Sales Operations, Inc.
Express Scripts Senior Care Holdings, Inc.
Express Scripts Senior Care, Inc.
Express Scripts Services Co.

Additional Named Insureds (2 of 2)

Express Scripts Specialty Distribution Services, Inc.
Express Scripts Strategic Development, Inc.
Express Scripts Utilization Management Company
Express Scripts, Inc.
Freco, Inc.
Freedom Service Company, LLC
Healthbridge Reimbursement & Product Support, Inc.
Healthbridge, Inc.
Innovative Product Alignment, LLC
Inside RX, LLC
Lynnfield Compounding Center, Inc.
Lynnfield Drug, Inc.
MAH Pharmacy, LLC
Matrix GPO, LLC
Matrix Healthcare Services, Inc.
Medco Containment Insurance Company of NY
Medco Containment Life Insurance Company
Medco Health Services, Inc.
Medco Health Solutions, Inc.
MedSolutions Holdings, Inc.
MedSolutions of Texas, Inc.
MHS Holdings, CV
MSI Health Organization of Texas, Inc.
MyM Technology Services, LLC
myMatrixx Holdings, LLC
myMatrixx-B, LLC
Palladian Health of Florida, LLC
Palladian Independent Practice Association, LLC
Priority Healthcare Corporation
Priority Healthcare Distribution, Inc.
QPID Health, LLC
Specialty Products Acquisitions, LLC
SpectraCare Health Care Ventures, Inc.
SpectraCare, Inc.

ADMINISTRATIVE SERVICES ONLY AGREEMENT EXTENSION

This Administrative Services Only Agreement Extension (the "Extension") is made and entered into as of this 1 day of October, 2020, and is by and between the CITY OF HARTFORD ("Employer"), and the CIGNA HEALTH AND LIFE INSURANCE COMPANY ("CHLIC").

Preliminary Statement

Employer and CHLIC entered into a certain Administrative Services Only Agreement, effective January 1, 2016 (the "Agreement"), in which CHLIC agreed to furnish to Employer certain administrative services in connection with a benefit plan adopted by Employer for certain of Employer's employees/members and their eligible dependents. Employer and CHLIC now desire to extend the Agreement in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree to extend the Agreement as follows.

Terms and Conditions

1. Definitions. All terms that are used but not defined herein shall have the same respective meanings assigned to such terms in the Agreement.

2. Term. The term of the Agreement is hereby extended by mutual agreement of the parties hereto to expire no later than June 30, 2021.

3. Amendment. Any provision of the Agreement that has not been expressly and specifically amended herein that is required to be amended in order to effectuate and/or further the purposes of this Extension is hereby amended to the extent that it furthers and/or effectuates the purposes of this Extension.

4. Ratification. Except as amended herein by this Extension, all of the other terms and conditions of the Agreement are hereby ratified and confirmed in all respects, and declared to be and remain in full force and effect.

5. Execution. A pdf of a scanned version of this Extension as executed by the duly authorized representatives of the parties hereto is hereby deemed to be an original instrument for any and all purposes; and a version of this Extension as executed by the duly authorized representatives of the parties hereto using electronic signatures is hereby deemed to be an original instrument for any and all purposes.


The signature page for this Extension is on the following page.

The parties hereto have set their hands and seals to this Extension as of the day and year first written above.

EMPLOYER

By _____
Luke A. Bronin
Mayor
City of Hartford

CHLIC

By  _____
By: ERIC EPPINGER
Its: ACCOUNT EXECUTIVE
Cigna Health and Life
Insurance Company
Duly Authorized

Form and Legality Approval:

Corporation Counsel

ORIGINAL

Administrative Services Only Agreement

By and Between

**City of Hartford
"Employer"**

And

**Cigna Health and Life Insurance Company
"CHLIC"**

Effective Date: January 1, 2016

EXCEPT AS PROVIDED BY APPLICABLE LAW, THIS AGREEMENT AND ITS TERMS ARE
PROPRIETARY AND CANNOT BE DISCLOSED WITHOUT THE PERMISSION OF EACH OF THE
PARTIES

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**Client Name: City of Hartford
Administrative Services Only Agreement**

THIS AGREEMENT, effective January 1, 2016 (the “**Effective Date**”) is by and between City of Hartford (“**Employer**”) and Cigna Health and Life Insurance Company (“**CHLIC**”).

RECITALS:

WHEREAS, Employer, as Plan sponsor, has adopted the benefit described in Exhibit A, as may be amended, (“**Plan**”) for certain of its employees/members and their eligible dependents (collectively “**Members**”); and

WHEREAS, Employer, has requested CHLIC to furnish, certain administration services in connection with the Plan 3339111, 2499924.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

Definitions

Agreement – this entire document including the Schedule of Financial Charges and all Exhibits and Addenda.

Applicable Law – means the state, federal and international laws and regulations that apply. Applicable Law includes but is not limited to the Employee Retirement Income Security Act of 1974, as amended and the rules and regulations thereunder (“**ERISA**”), the Health Insurance Portability and Accountability Act of 1996, as amended and the rules and regulations thereunder (“**HIPAA**”), the Foreign Corrupt Practices Act (“**FCPA**”) and any other anti-bribery or anti-corruption laws in the countries where the Parties conduct business.

Bank Account – a benefit plan account with a bank designated by CHLIC; established and maintained by Employer in its or a nominee’s name.

ERISA – the Employee Retirement Income Security Act of 1974, as amended and related regulations.

Extra-Contractual Benefits – Payments which Employer has instructed CHLIC to make for health care services and/or products that CHLIC has determined are not covered under the Plan.

Member – a person eligible for and enrolled in the Plan as an employee or dependent.

Participant/Participating Members – Member(s) who is (are) participating in a specific program and/or product available to Members under the Plan.

Participating Providers – providers of health care services and/or products, who/which contract directly or indirectly with CHLIC to provide services and/or products to Members.

Plan Benefits – Amounts payable for covered health care services and products under the terms of the Plan.

Party/Parties – refers to Employer and CHLIC, each a “Party” and collectively, the “Parties”.

Plan Year – the twelve (12) month period, beginning on the Effective Date and, thereafter, each subsequent twelve (12) month period.

Run-Out Claims – claims for Plan Benefits relating to health care services and products that are incurred prior to termination of this Agreement; termination of a Plan benefit option or termination of eligible Members, as applicable.

Subscriber - the Member whose employment or participation is the basis for eligibility under the Plan.

Client Name: City of Hartford
Administrative Services Only Agreement

Section 1. Term and Termination of Agreement

- a. This Agreement is effective on the Effective Date and shall remain in effect until December 31, 2018 unless terminated earlier on the earliest of the following dates:
- i. The date which is at least sixty (60) days from the date that Employer or at least one hundred and twenty (120) days from the date that CHLIC provides written notice to the other of termination of this Agreement;
 - ii. The effective date of any Applicable Law or governmental action which prohibits performance of the activities required by this Agreement;
 - iii. The date upon which Employer fails to fund the Bank Account as required by this Agreement or fails to pay CHLIC any charges identified in this Agreement when due provided CHLIC notifies Employer of its election to terminate;

The date upon which Employer fails to fund the Bank Account as required by this Agreement or fails to pay CHLIC any undisputed charges identified in this Agreement when due provided CHLIC notifies Employer of its election to terminate in writing and has provided three (3) business days for Employer to fund the Bank Account as required by this Agreement or fifteen (15) days for Employer to pay undisputed charges;
 - iv. Any other date mutually agreed upon by Employer and CHLIC.
- b. Employer shall have the right to renew this Agreement, at the rates, terms, conditions and levels of service, as outlined in this Agreement and its Exhibits for two (2) additional terms of one (1) year each. Employer shall provide CHLIC with reasonable notice of its intention to renew this Agreement prior to the end of the then current term.
- c. Notwithstanding any other provision in this Agreement, in the event that the funds of Employer are not appropriated or otherwise made available to support the continuation of Employer's performance of this Agreement, Employer may terminate this Agreement.

Section 2. Claim Administration and Additional Services

- a. While this Agreement is in effect, CHLIC shall, consistent with, the claim administration policies and procedures then applicable to its own health care insurance business (i) receive and review claims for Plan Benefits; (ii) determine the Plan Benefits, if any, payable for such claims; (iii) disburse payments of Plan Benefits to claimants; and (iv) provide in the manner and within the time limits required by Applicable Law, notification to claimants of (a) the coverage determination or (b) any anticipated delay in making a coverage determination beyond the time required by Applicable Law.
- b. Following (i) termination of this Agreement, except pursuant to Section 1 (iii); (ii) termination of a Plan benefit option or (iii) termination of eligible Members, if the required fees have been paid in full, if any, CHLIC shall process Run-Out Claims for the applicable Run-Out Period (Refer to Schedule of Financial Charges for applicable fees and Run-Out Period). At the termination of any applicable Run-Out Period, CHLIC shall cease processing Run-Out Claims and, subject to the requirements of Section 6.b, make all relevant records in its possession relating to such claims reasonably available to Employer or Employer's designee. CHLIC is not required to provide proprietary information to Employer or any other party.
- c. Employer hereby delegates to CHLIC the authority, responsibility and discretion to determine coverage under the Plan based on the eligibility and enrollment information provided to CHLIC by Employer. Employer also hereby

Client Name: City of Hartford
Administrative Services Only Agreement

delegates to CHLIC the authority, responsibility and discretion to (i) make factual determinations and to interpret the provisions of the Plan to make coverage determinations on claims for Plan Benefits, (ii) conduct a full and fair review of each claim which has been denied as required by ERISA, (iii) decide level one mandatory appeals of "Urgent Care Claims" (as that term is defined in ERISA), and (iv) conduct first and second level appeals for all "Concurrent", "Pre-service" and "Post-service" claims (as those terms are defined under ERISA) and notify the Member or the Member's authorized representative of its decision. Employer will ensure that all summary plan description materials provided to Members reflect this delegation.

- d. In addition to the basic claim administrative duties described above, CHLIC shall also perform the Plan-related administrative duties agreed upon by the Parties and specified in Exhibit B. All services identified in this Agreement shall be provided by CHLIC on an exclusive basis unless otherwise agreed to in writing by CHLIC.

Section 3. Funding and Payment of Claims

- a. Employer shall establish a Bank Account, and maintain in the Bank Account an amount sufficient at all times to fund checks written on it for the following (collectively "**Bank Account Payments**"): (i) Plan Benefits; (ii) those charges and fees identified in the Schedule of Financial Charges as payable through the Bank Account and (iii) any sales or use taxes, or any similar benefit- or Plan-related charge or assessment however denominated, which may be imposed by any governmental authority. Bank Account Payments may include without limitation: (i) fixed per person payments and pay-for-performance incentive payments to Participating Providers; (ii) amounts owed to CHLIC; and (iii) amounts paid to CHLIC's affiliates and/or subcontractors for, among other things, network access or in- and out-of network health care services/products provided to Members. CHLIC may credit the Bank Account with payments due Employer under a stop loss policy issued by CHLIC or an affiliate.
- b. CHLIC, as agent for the Employer, shall make Bank Account Payments from the Bank Account, in the amount CHLIC reasonably determines to be proper under the Plan and/or under this Agreement.
- c. In the event that sufficient funds are not available in the Bank Account to pay all Bank Account Payments when due, CHLIC shall cease to process claims for Plan Benefits including Run-Out Claims.
- d. CHLIC will promptly adjust any underpayment of Plan Benefits by drawing additional funds due the claimant from the Bank Account. In the event CHLIC overpays a claim for Plan Benefits or pays Plan Benefits to the wrong party, it shall take all reasonable steps to recover the overpayments. CHLIC shall not be required to initiate court, mediation, arbitration or other administrative proceedings to recover any overpayment. However, when it elects to do so, CHLIC is expressly authorized by Employer to take all actions on behalf of the Employer and/or the Plan to pursue overpayment recovery, including, but not limited to, retaining counsel, settling and compromising claims, in which case CHLIC shall be responsible for the attorney fees, court costs or arbitration fees incurred by CHLIC in the specific overpayment recovery action (not applicable to subrogation or conditional claim payment recoveries), but not any other associated third party costs absent consent of CHLIC. CHLIC shall not be responsible for reimbursing any unrecovered payments of Plan Benefits unless made as a result of its negligence, neglect or intentional wrongdoing.
- e. Employer shall promptly reimburse CHLIC for any Bank Account Payments paid by CHLIC with its own funds on Employer's behalf and no such payment by CHLIC shall be construed as an assumption of any of Employer's liability.
- f. Following termination of this Agreement, Employer shall remain liable for payment of all due Bank Account Payments and for all reimbursements due Members under the Plan.

This Section 3 shall survive termination of this Agreement.

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Administrative Services Only Agreement

Section 4. Charges

- a. **Charges.** CHLIC shall provide to Employer a monthly statement of all charges Employer is obligated to pay under this Agreement that are not paid as Bank Account Payments. Payment of all billed charges shall be due on the first day of the month, as indicated on the monthly statement. Payments received after the last day of the month in which they are due, shall be subject to late payment charges, from the due date at a rate calculated as follows: the one (1) year Treasury constant maturities rate for the first week ending in January plus five percent (5%). For purposes of calculating late payment charges, payments received will be applied first to the oldest outstanding amount due. CHLIC may reasonably revise the methodology for calculating late payment charges upon thirty (30) days' advance written notice to Employer.
- b. **Changes – Additions and Terminations.** If a Subscriber's effective date is on or before the fifteenth (15th) day of the month, full charges applicable to that Subscriber shall be due for that Subscriber for that month. If coverage does not start or ceases on or before the fifteenth (15th) day of the month for a Subscriber, no charges shall be due for that Subscriber for that month.
- c. **Retroactive Changes and Terminations.** Employer shall remain responsible for all applicable charges and Bank Account Payments incurred or charged through the date CHLIC processed Employer's notice of a retroactive change or termination of a Member. However, if the change or termination would result in a reduction in charges, CHLIC shall credit to Employer the reduction in charges charged for the shorter of (a) the sixty (60) day period preceding the date CHLIC processes the notice, or (b) the period from the date of the change or termination to the date CHLIC processes the notice.

This Section 4 shall survive termination of this Agreement.

Section 5. Enrollment and Determination of Eligibility

- a. **Eligibility Determinations and Information.** Employer is responsible for administering Plan enrollment. In determining any person's right to benefits under the Plan, CHLIC shall rely upon enrollment and eligibility information provided by the Employer. Such information shall identify the effective date of eligibility and the termination date of eligibility and shall be provided promptly to CHLIC in a format and with such other information as reasonably may be required by CHLIC for the proper administration of the Plan.
- b. **Release of Liability.** Notwithstanding any inconsistent provision of this Agreement to the contrary, if Employer, fails to provide CHLIC with accurate enrollment and eligibility information, benefit design requirements, or other agreed-upon information in CHLIC's standard timeframe and format as mutually agreed upon by the Parties, CHLIC shall have no liability under this Agreement for any act or omission by CHLIC, or its employees, affiliates, subcontractors, agents or representatives, directly or indirectly caused by such failure.
- c. **Reconciliation of Eligibility and Information and Default Terminations.** CHLIC will periodically share potential discrepancies in eligibility information with Employer. Employer will review and reconcile any discrepancies within thirty (30) days of receipt. If Employer fails to timely do so, CHLIC may terminate coverage for any Member not listed as eligible in Employer's submitted eligibility information, upon written notice to the Employer.

Section 6. Claim Audits and Confidentiality

- a. **Claim Audit.** Employer may, in accordance with the following requirements and at no additional charge while this Agreement is in effect, audit CHLIC's payment of Plan Benefits subject to the following conditions:

Client Name: City of Hartford
Administrative Services Only Agreement

- i. Employer shall provide to CHLIC a scope of audit letter and the fully executed Claim Audit Agreement, a sample of which is attached hereto as Exhibit C, together with a forty-five (45) day advance written request for audit. Employer will designate with CHLIC's consent, such consent not to be unreasonably withheld, an independent, third party auditor to conduct the audit (the "Auditor"). In addition, Employer and CHLIC will agree upon the date for the audit during regular business hours at CHLIC's office(s). Employer shall be responsible for its Auditor's costs. The audit shall be conducted in accordance with the terms of CHLIC's Claim Audit Agreement, which is hereby agreed to by Employer and which shall be signed by the Auditor prior to the start of the audit.
- ii. If Employer has five thousand (5,000) or more employees who are Members, Employer may conduct one such audit every Plan Year (but not within six (6) months of a prior audit); otherwise, Employer may conduct one such audit every two (2) Plan Years (but not within eighteen (18) months of a prior audit).
- iii. Auditor will review payment documents (subject to any contrary terms in Participating Provider agreements) relating to a random, statistically valid sample of two-hundred twenty-five (225) claims paid during the two prior Plan Years and not previously audited. If the audit identifies any claim adjustments, such adjustments will be made in accordance with this Agreement and based upon the actual claims reviewed and not upon statistical projections or extrapolations.

b. Confidentiality

- i. Subject to the requirements of Applicable Law, the terms of this Agreement and the Privacy Addendum in Exhibit D, a signed Business Associate agreement between Employer and its designee, and a signed Confidentiality Agreement between CHLIC and applicable designee; CHLIC shall release copies of confidential claims and Plan Benefit payment information in CHLIC's claims system ("**Confidential Information**") and may release copies of proprietary information relating to the Plan in CHLIC's claims system ("**Proprietary Information**") to the Employer and/or its designees. Employer agrees that Employer and its designees will keep Confidential Information and Proprietary Information confidential and will use Confidential Information and Proprietary Information solely for the purpose of administering the Plan or as otherwise required by law. Except where there has been negligence on the part of CHLIC relative to Confidential Information provided by CHLIC pursuant to this paragraph b., Employer is solely responsible for the consequences of any use, misuse, or disclosure of Confidential Information provided by CHLIC pursuant to this paragraph b.
 - ii. CHLIC will maintain the confidentiality of all Protected Health Information in its possession in accordance with the Privacy Addendum in Exhibit D and any applicable state privacy laws, including, without limitation, 201 CMR 17.00: Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth.
- c. Upon termination of this Agreement and subject to the provisions of Section 6.b above, CHLIC shall make information available, to the extent administratively feasible, if the Parties agree upon the charge to be paid by Employer.

The obligations set forth in this Section 6 (b), shall survive termination of this Agreement.

Section 7. Plan Benefit Liability

- a. Employer Liability for Plan Benefits. Employer is responsible for all Plan Benefits including any Plan Benefits paid as a result of any legal action. Employer is responsible for reimbursing CHLIC, its directors, officers and employees for any reasonable expense incurred (including reasonable attorneys' fees) by them in the defense of any

Client Name: City of Hartford
Administrative Services Only Agreement

action or proceeding involving a claim for Plan Benefits. CHLIC shall reasonably cooperate with Employer, in its defense of such actions.

If Employer directs CHLIC in writing to pay a claim for Extra-Contractual Benefits, Employer is responsible for funding the payment and such payments shall not be considered in determining reimbursements or payments under stop loss insurance or in determining any risk-sharing or performance guarantee reimbursements. Employer shall reimburse CHLIC for any liability or expenses (including reasonable attorneys' fees) CHLIC may incur in connection with making such payments.

- b. Employer Liability for Plan-Related Expenses. Employer shall reimburse CHLIC for any amounts CHLIC may be required to pay (i) as state premium tax or any similar Plan-related tax, charge, surcharge or assessment, or (ii) under any unclaimed or abandoned property, or escheat law, with respect to Plan Benefits and any penalties and/or interest thereon.
- c. Alternative Litigation Management Option. Prior to the beginning of each Plan Year, and contingent upon timely payment by Employer of the associated additional "Claim Litigation Charge" set forth in the Schedule of Financial Charges, Employer may elect to have CHLIC assume responsibility for the management of any claim-related legal action and bear the legal expenses associated with defending such action so long as CHLIC processed the claim(s) in dispute. This option does not extend to actions against Employer and/or CHLIC related to the payment of Extra-Contractual Benefits. Each Party will provide notice to the other of any action and will fully cooperate in the defense of the action unless a potential conflict of interest exists. Nothing in this paragraph (c) shall be read to contravene the explicit terms of 7(a) and 7(b). Employer shall remain responsible for payment of any benefits determined due under the Plan and any damages or penalties assessed in connection with the action.
- d. Standard of Care/Indemnity: In performing its obligations under this Agreement, CHLIC shall use reasonable diligence and that degree of skill and judgment possessed by one experienced in furnishing claim administration services to plans of similar size and characteristics as the Plan. CHLIC shall not be liable to the Employer for mistakes of judgment or other actions taken in good faith (including benefits erroneously overpaid) but shall be liable to and indemnify the Employer and the Plan for any non-Plan Benefit loss, cost or expense (including reasonable attorneys' fees and court costs) for which they may become liable in consequence of any acts or omissions of CHLIC which, in the aggregate, constitute a failure on the part of CHLIC to perform its claim administration obligations under this Agreement in accordance with the standard set forth above.

The reimbursement obligations set forth in this Section 7 shall survive termination of this Agreement.

Section 8. Modification of Plan and Charges

- a. CHLIC shall have the right to revise the charges identified in this Agreement (i) on the first anniversary of this Agreement and at any time thereafter by giving Employer at least sixty (60) days' prior written notice, but not more frequently than once in a twelve (12) month period, (ii) upon any modification or amendment of the benefits under the Plan, (iii) upon any variation of fifteen percent (15%) or more in the number of Members used by CHLIC to calculate its charges under this Agreement, and/or (iv) upon any change in law or regulation that materially impacts CHLIC's liabilities and/or responsibilities under this Agreement.
- b. Employer shall provide CHLIC written notice of any modification or amendment to the Plan sufficiently in advance of any such change as to allow CHLIC to implement the modification or amendment. Employer and CHLIC shall agree upon the manner and timing of the implementation subject to CHLIC's system and operational capabilities.
- c. Employer is solely responsible for communicating any Plan modification or amendment to Members or individuals considering enrolling in the Plan.

Section 9. Modification of Agreement

This Agreement constitutes the entire contract between the Parties regarding the subject matter herein. Except, as otherwise provided herein, the provisions of this Agreement shall control in the event of a conflict with the terms of any other agreements. No modification or amendment hereto shall be valid unless in writing and signed by an authorized person of each of the Parties, except that modification of charges pursuant to Section 8 above may be made by written notice to Employer by CHLIC. If Employer pays such revised charges or fails to object to such revision in writing within fifteen (15) days of receipt, this Agreement shall be deemed modified to reflect the charges as communicated by CHLIC.

Section 10. Laws Governing Agreement

- a. This Agreement shall be construed in accordance with the laws of the State of Connecticut without regard to conflict of law rules, and both Employer and CHLIC consent to the venue and jurisdiction of its courts.
- b. The Parties shall perform their obligations under this Agreement in conformance with all Applicable Laws and regulatory requirements. In particular, but without limitation, and to the extent of applicability, CHLIC shall comply with any and all Federal, State and Municipal rules, laws, codes, requirements, ordinances and regulations that pertain to anti-discrimination, disabilities, equal employment opportunity, set-asides, wages, labor, freedom of information and affirmative action.

Section 11. Information in CHLIC Processing Systems

CHLIC may retain and use all Plan-related claim and Plan Benefit payment information recorded for or otherwise integrated into CHLIC's business records including claim processing systems during the ordinary course of business (provided, however, that claim or payment information will be available to Employer pursuant to Section 6). CHLIC will retain claim and payment information as required by Applicable Law.

Section 12. Resolution of Disputes

It is understood and agreed that any dispute between the Parties arising from or relating to the performance or interpretation of this Agreement ("**Controversy**") shall be resolved exclusively pursuant to the following mandatory dispute resolution procedures:

- a. Any Controversy shall first be referred to an executive level employee of each Party who shall meet and confer with his/her counterpart to attempt to resolve the dispute ("**Executive Review**") as follows: The disputing Party shall initiate Executive Review by giving the other Party written notice of the Controversy and shall specifically request Executive Review of said Controversy in such notice. Within twenty (20) calendar days of any Party's written request for Executive Review, the receiving Party shall submit a written response. Both the notice and response shall include a statement of each Party's position and a summary of the evidence and arguments supporting its position. Within thirty (30) calendar days of any Party's request for Executive Review, an executive level employee of each Party shall be designated by the Party to meet and confer with his/her counterpart to attempt to resolve the dispute. Each representative shall have full authority to resolve the dispute.
- b. In the event that a Controversy has not been resolved within thirty-five (35) calendar days of the request of Executive Review under Section 12.a, above, the disputing Party shall initiate mediation by providing written notice to the other Party, which shall be conducted in Hartford, Connecticut, in accordance with the American Arbitration Association Commercial Mediation Rules ("**Mediation**"). Each Party shall assume its own costs and attorneys' fees, and the compensation and expenses of the mediator and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the Parties.

Client Name: City of Hartford
Administrative Services Only Agreement

- c. In the event that a Controversy has not been resolved by Executive Review or Mediation, the Controversy shall be settled exclusively by binding arbitration. The arbitration shall be conducted in the same location as noted in Section 12.b. above, in accordance with the American Arbitration Association Commercial Arbitration Rules, and which to the extent of the subject matter of the arbitration, shall be binding not only on all Parties to this Agreement but on any other entity controlled by, in control of or under common control with the Party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall assume its own costs and attorneys' fees, and the compensation and expenses of the arbitrator and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by the Parties. The decision of the arbitrator shall be final, conclusive and binding, and no action at law or in equity may be instituted by any Party other than to enforce the award of the arbitrator.
- d. The Parties intend this dispute resolution procedure described above to be a private undertaking and agree that an arbitration conducted under this provision will not be consolidated with an arbitration involving other plans administered in whole or in part by CHLIC or other Cigna Corporation affiliate, or third parties not parties to this Agreement. The arbitrator will be without power to conduct arbitration on a class or representative basis. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. All issues are for the arbitrator to decide, except the courts will decide those issues relating to the scope and enforceability of the arbitration provision.

This Section 12 shall survive termination of this Agreement.

Section 13. Third Party Beneficiaries

This Agreement is solely for the benefit of Employer and CHLIC. It shall not be construed to create any legal relationship between CHLIC and any other party.

Section 14. Waivers

No course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either Party of any default shall not be deemed a waiver of any other default.

Section 15. Headings

Article, section, or paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 16. Severability

If any provision or any part of a provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable any other portion of this Agreement.

Section 17. Force Majeure

CHLIC shall not be liable for any failure to meet any of the obligations required under this Agreement where such failure to perform is due to any contingency beyond the reasonable control of CHLIC, their employees, officers, or directors. Such contingencies include, but are not limited to, acts or omissions of any person or entity not employed or reasonably controlled by CHLIC, their employees, officers, or directors, acts of God, fires, wars, accidents, labor disputes or shortages, and governmental laws, ordinances, rules or regulations. In the event CHLIC cannot perform any of its obligations due to a force majeure event, Employer shall have the right to seek replacement services and terminate this Agreement upon fifteen (15) days' notice to CHLIC.

Section 18. Assignment and Subcontracting

No Party may assign any right, interest, or obligation hereunder without the express written consent of the other Party; provided, however that CHLIC may assign any right, interest, or responsibility under this Agreement to its affiliates and/or subcontract specific obligations under this Agreement provided that CHLIC shall not be relieved of its obligations under this Agreement when doing so.

Section 19. Notices

Except as otherwise provided, all notices or other communications hereunder shall be in writing and shall be deemed to have been duly made when (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, (c) delivered electronically, or (d) deposited in the United States mail, postage prepaid, and addressed as follows:

To CHLIC:
Cigna Health and Life Insurance Company
900 Cottage Grove Road
Bloomfield, CT 06152
Attention: Kathy Overbye, Underwriting Senior Director

To Employer:
City of Hartford
550 Main St
Hartford, CT 06103
Attention: Richard Pokorski

With a copy to:
Office of Corporation Counsel
City of Hartford
550 Main Street, Room 210
Hartford, CT 06103

The address to which notices or communications may be given by any Party may be changed by written notice given by one Party to the other pursuant to this Section.

Section 20. Identifying Information and Internet Usage

Except, as necessary in the performance of their duties under this Agreement, no Party may use the other's name, logo, service marks, trademarks or other identifying information or to establish a link to the other's World Wide Web site without its prior written approval.

Section 21. Indemnification

CHLIC shall not assert any claim arising out of any act or omission by any agent, officer or employee of the Employer in the execution or performance of the Agreement against any such agent, officer or employee.

A. CHLIC will indemnify the Employer for any damages or costs to which it may be put by reason of injury to the person or property of another resulting from the performance, non-performance, negligence or carelessness in the performance of the Agreement or in failure to comply with any provisions of the Agreement.

B. Except as otherwise provided for in this Agreement related to the payment of Plan Benefits, CHLIC expressly agrees to at all times indemnify, defend and save harmless the Employer and its respective officers, agents, servants, officials and employees on account of any and all demands, claims, damages, losses, infringement of patent rights, litigation, financial costs and expenses, including counsel fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal and any other loss, expense or aggrievement directly or indirectly arising out of, related to or in connection with the work to be performed hereunder by CHLIC, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. Except as otherwise provided for in this Agreement related to the payment of Plan Benefits, CHLIC shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation, including costs and attorneys' fees. The provisions of this paragraph shall survive the expiration or early termination of the Agreement and shall not be limited by reason of any insurance coverage.

Section 22. Professional Liability Insurance

CHLIC shall, at all relevant times, maintain professional liability insurance coverage with minimum limits of five million dollars for each claim and five million dollars aggregate, proof of which shall be provided by CHLIC in the form of a copy of a certificate of insurance that is delivered to Employer upon the execution of this Agreement.

Section 23. Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but which together shall constitute one and the same instrument


SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate and signed by their respective officers duly authorized to do so as of the dates given below. Employer executes as the authorized representative of the Plan with respect to the Privacy Addendum to this Agreement.

Dated at Hartford, Connecticut

CITY OF HARTFORD

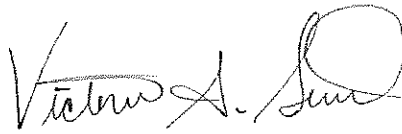
This 17th day of Nov., 2016

By: 
Name: Luke A. Bronin
Its Mayor
Duly Authorized

Dated at Hartford, Connecticut

CIGNA HEALTH AND LIFE INSURANCE COMPANY

This 19th day of October, 2016

By: 
Name: Victoria A. Sirica
Its Contractual Agreement Unit Manager
Duly Authorized

Approved as to legality and form



Corporation Counsel

Schedule of Financial Charges

Certain fees and charges identified in this Schedule of Financial Charges will be billed to Employer monthly in accordance with CHLIC's then standard billing practices. However, CHLIC is authorized to pay all fees and charges from the Bank Account unless otherwise specified in this Agreement.

MEDICAL/DENTAL/VISION/PHARMACY ADMINISTRATION CHARGES		
Product	Description	Charge
Medical	• Open Access Plus (OAP) with PHS Medical Management	\$30.79/employee/month
Medical	• Open Access Plus In-Network (OAPIN) with PHS Medical Management	\$30.79/employee/month
Medical	• Comprehensive with PHS Medical Management	\$30.79/employee/month
Medical	• Base Plan Major Medical (BP/MM) with PHS Medical Management	\$36.35/employee/month
Vision	• Vision Care	\$0.33/employee/month
Dental	• Dental Preferred Provider Organization (DPPO)	\$2.24/employee/month
Pharmacy	• Standalone Pharmacy (Sub-account 2499924 only)	No Additional Charge
MEDICAL/DENTAL NETWORK ACCESS FEE, UTILIZATION MANAGEMENT FEE AND OPTIONAL PROGRAM FEE		
Product	Description	Charge
Medical	• OAP Access Fee	\$10.50/employee/month Included in Medical Administration Charge
Medical	• OAPIN Access Fee	\$10.50/employee/month Included in Medical Administration Charge
Medical	• Comprehensive Care Coordination Fee	\$10.50/employee/month Included in Medical Administration Charge
Dental	• DPPO Access Fee	\$0.25/employee/month Included in Dental Administration Charge

MULTI-YEAR CHARGE/FEE GUARANTEES

The maximum increase for the Medical Administration Charge(s) and Pharmacy Discounts for the 2017 Plan Year will be 0.00% over the 2016 Plan Year charges/fees.

The maximum increase for the Medical Administration Charge(s) and Pharmacy Discounts for the 2018 Plan Year will be 0.00% over the 2017 Plan Year charges/fees.

If applicable, the maximum increase for the Medical Administration Charge(s) and Pharmacy Discounts for the 2019 Plan Year will be 3.00% over the 2018 Plan Year charges/fees.

If applicable, the maximum increase for the Medical Administration Charge(s) and Pharmacy Discounts for the 2020 Plan Year will be 3.00% over the 2019 Plan Year charges/fees.

The above charges/fees are guaranteed for the time periods identified above, provided, however, that CHLIC may revise the above charges/fees pursuant to Section 8 of this Agreement.

AMOUNTS OWED TO CHLIC

Amounts paid by CHLIC with its own funds on behalf of Employer or the Plan with respect to charges for which Employer or the Plan is obligated to pay under this Agreement including Plan Benefits, Bank Account Payments (including fix per person payments and pay-for-performance payments to Participating Providers), governmental taxes or assessments.

CIGNA PHARMACY BENEFIT MANAGEMENT SERVICES CHARGES AND RELATED PROVISIONS

Definitions

- “Average Wholesale Price” or “AWP” is the Average Wholesale Price for a given pharmaceutical product in effect on the dispense date for the actual package size dispensed as published by Medi-Span or other alternative publication or benchmark reasonably designated by CHLIC.
- “Brand Drug Claim” is a claim for a pharmaceutical product that is adjudicated as a brand drug as indicated on the claim record generated by the claim processing system used by CHLIC. For application of discounts and dispensing fees, a “Brand Drug Claim” includes a claim for a generic drug within its exclusivity period or other period of limited competition, as CHLIC reasonably determines under its standard policies. Except if and where the language expressly states otherwise, a Brand Drug Claim does not include a Specialty Brand Drug Claim.
- “Dispensing Fee” means an amount paid to a pharmacy for providing professional services necessary to dispense medication to a Member.
- “Drug Claim” is a claim for a pharmaceutical product.
- “Generic Drug Claim” is a claim for a pharmaceutical product that is adjudicated as a generic drug as indicated on the claim record generated by the claim processing system used by CHLIC. For application of discounts and dispensing fees, a “Generic Drug Claim” excludes a claim for a generic drug within its exclusivity period or other period of limited competition, as CHLIC reasonably determines under its standard policies. Except if and where the language expressly states otherwise, a Generic Drug Claim does not include a Specialty Generic Drug Claim.
- “Mail”, when immediately preceding the term “Brand Drug Claim,” “Generic Drug Claim,” “Specialty Drug Claim,” “Specialty Brand Drug Claim, or “Specialty Generic Drug Claim” means that the resulting term (e.g., “Mail Brand Drug Claim”) refers to such claim as dispensed by a Mail Service Pharmacy.
- “Mail Service Pharmacy” or “Cigna Tel-Drug” or “Cigna Home Delivery Pharmacy” is a pharmacy that is owned or operated by Connecticut General or an affiliated company(ies) (currently, Tel-Drug, Inc. and Tel-Drug of Pennsylvania, LLC), which dispenses drugs covered under the Plan’s Pharmacy Benefit by mail, and is not a Retail Pharmacy.
- “Maximum Allowable Charge” means the list of drugs designated from lists established by CHLIC for which reimbursement to a pharmacy shall be paid according to the MAC price established by CHLIC for such list.
- “Pharmacy Benefit” means the terms of the Plan that govern coverage and care/utilization management of drugs and related supplies dispensed to Members and charged to the Plan by the Mail Service Pharmacy or Retail Pharmacies through CHLIC’s pharmacy claim processing system.
- “Rebates” or “Manufacturer Formulary Payments” means amounts that CHLIC collects under contracts with drug manufacturers that are based on utilization of certain of the manufacturers’ brand drugs under the Plan’s Pharmacy Benefit and the drug’s status on the Cigna drug formulary.
- “Retail”, when immediately preceding the term “Brand Drug Claim,” “Generic Drug Claim,” “Specialty Drug Claim,” “Specialty Brand Drug Claim, or “Specialty Generic Drug Claim” means that the resulting term (e.g., “Retail Brand Drug Claim”) refers to such claim as dispensed by a Retail Pharmacy.
- “Retail Pharmacy” is a pharmacy that is entitled to payment under the Plan for drugs it dispenses that are covered under the Plan’s Pharmacy Benefit, and is not a Mail Service Pharmacy.

<ul style="list-style-type: none"> • “Specialty Drug Claim” is a claim for a pharmaceutical product that is reasonably determined by CHLIC to be a specialty drug in accordance with industry practice. Specialty drugs generally are (i) injected or infused and derived from living cells, or are oral non-protein compounds (e.g., oral chemotherapy drugs); (ii) target the underlying condition, which is usually one of a relatively rare, chronic and costly nature; and/or (iii) require restricted access and/or close monitoring. • “Specialty Brand Drug Claim” means a claim for a pharmaceutical product that is adjudicated, as indicated on the claim record generated by the claim processing system used by CHLIC, as a brand drug which is also a specialty drug. • “Specialty Generic Drug Claim” means a claim for a pharmaceutical product that is adjudicated, as indicated on the claim record generated by the claim processing system used by CHLIC, as a generic drug which is also a specialty drug.
PHARMACY ADMINISTRATION FEE
<ul style="list-style-type: none"> • Cigna Pharmacy Product Administration Fee: [For OAPIN Products Only] This fee is separate from the Medical Administration Charge shown above, but included on same billing line as the Medical Administration Charge for billing purposes only • Cigna Pharmacy Product Administration Fee: [For RE7RX Only] No Additional Cost
CHARGES FOR DRUGS COVERED UNDER THE PLAN'S PHARMACY BENEFIT
<p>Drugs Dispensed by Mail Service Pharmacy: CHLIC will charge Employer the following for claims covered under the Plan's Pharmacy Benefit and dispensed by the Mail Service Pharmacy, subject to the “Drug Charges – Additional Provisions” section:</p> <p>Brand Drug Claims: AWP minus an average discount of 20.00%.</p> <p>Generic Drug Claims: The drug's charge on a CHLIC generic Maximum Allowable Charge schedule that generates an annual average aggregate discount across Generic Drug Claims dispensed at Cigna Home Delivery Pharmacy to CHLIC group-client book of business of AWP minus 73.60%.</p> <p>Specialty Drug Claims: The drug's charge discounted as shown in the Cigna Home Delivery Pharmacy Standard -Level Specialty Drug List, attached as Appendix A hereto.</p> <p>Home Delivery Drug Claims: An average dispensing fee of no more than \$0.00.</p> <p>Drugs Dispensed by Retail Pharmacies: CHLIC will charge Employer the following for drugs covered under the Plan's Pharmacy Benefit and dispensed by a Retail Pharmacy to the Plan Members, subject to the “Drug Charges – Additional Provisions” section:</p> <p>Retail Brand Drug Claims: The lesser of (i) AWP minus an average discount of 17.10%; or (ii) the Retail Pharmacy's usual and customary charge.</p> <p>Retail Generic Drug Claims (other than those to which the above brand discount applies): The lesser of: (i) the drug's charge on a CHLIC generic Maximum Allowable Charge schedule that generates an annual average aggregate discount across Generic Drug Claims dispensed at Retail Pharmacies to CHLIC group-client book of business of AWP minus 70.20% (Plan-specific results may vary based on drug mix); or (ii) the Retail Pharmacy's usual and customary charge.</p> <p>Retail Specialty Generic Drug Claims: The drug's charge discounted as shown in the Specialty Drug List, attached as Appendix A hereto.</p> <p>Retail Specialty Brand Drug Claims: The lesser of (i) AWP minus an annual average aggregate discount of 10.50%; or (ii) the Retail Pharmacy's usual and customary charge.</p> <p>Retail Drug Claims: An average dispensing fee of no more than \$1.40, except in the case of usual and customary claims, for which no dispensing fee is charged.</p>

DRUG CHARGES – ADDITIONAL PROVISIONS

- Cigna Home Delivery Pharmacy's discounts are applied to the manufacturer average wholesale price (AWP) for the dispensed size (or to the AWP for the manufacturer-packaged quantity closest to the dispensed size, if there is no AWP for the dispensed size).
- The amount paid to the Retail Pharmacy for Brand, Generic, or Specialty Drug Claims may or may not be equal to the amount charged to Employer, and CHLIC will absorb or retain any difference.
- An excess achieved in any Plan-specific discount floor or dispensing fee cap offered under this Agreement will be used to offset a shortfall in any other Plan-specific discount floor or dispensing fee cap offered under this Agreement.
- Industry Changes to or Replacement of Average Wholesale Price (AWP). Notwithstanding any other provision in this Agreement, including in this Exhibit, in the event of any major change in market conditions affecting the pharmaceutical or pharmacy benefit management market, including, for example, any change in the markup, methodologies, processes or algorithms underlying the published AWP(s), CHLIC may adjust any or all of the charges, rates, discounts, guarantees and/or fees in connection with CHLIC's administration of the Plan's Pharmacy Benefit hereunder, including any that are based on AWP, as it reasonably deems necessary to preserve the economic value or benefit of this Agreement as it existed immediately prior to such change. Additionally, and notwithstanding any other provision in this Agreement, including in this Exhibit, CHLIC may replace AWP as its pharmaceutical pricing benchmark with an alternative benchmark and/or may replace Medi-Span, or other such publication as its source for the AWP or alternative benchmark with a different pricing source, provided that CHLIC adjusts any or all such AWP-Based Charges or such alternative benchmark-based charges as it reasonably deems necessary to preserve the economic value or benefit of this Agreement as it existed immediately prior to such replacement or immediately prior to the event(s) giving rise to such replacement, as the case may be.

FEES FOR PROCESSING RUN-OUT CLAIMS

		No Additional Cost
Vision Care	Run-Out Period of twelve (12) months	No Additional Cost
OAP, OAPIN, BP/MM, Comprehensive and DPPO	Run-Out Period of twelve (12) months CHLIC shall not be required to process Run-Out Claims until it has received full payment of the required fees.	The sum of the last two (2) months of billed fees applicable to the terminated (i) Agreement, (ii) Plan benefit option or (iii) Members.
Pharmacy	Run-Out Period of three (3) months for all pharmacy claim	No Additional Cost

SUBROGATION

Subrogation/Conditional Claim Payment. Identification, investigation and recovery of claim payments involving other party liability or where another entity is responsible for payment (including by way of example but not by limitation automobile insurance, homeowner insurance, commercial property insurance, worker's compensation). (This service is only provided with respect to Medical coverage).

5% of recovery plus litigation costs if counsel is retained and an appearance is filed on behalf of CHLIC or Employer in any litigation, or a lawsuit is filed on their behalf;
29% of recovery if no counsel is retained and in all other instances, including cases where state law requires that employee benefit plans be named as party defendants or involuntary plaintiffs.

CHLIC COST CONTAINMENT FEES

CHLIC, a Cigna company, administers the following programs to contain costs with respect to charges for health care service/supplies that are covered by the Plan. In administering these programs, CHLIC contracts with vendors to perform program related services. Specific vendor fees are available upon request. CHLIC's charge for administering these programs is the percentage (indicated below) of either (1) the "net savings" (i.e. the difference between the charge that the provider would have made absent the program savings and the charge made as a result of the program savings, less the applicable vendor fee which generally ranges from 7-11% of the program savings) or (2) the "gross savings" (i.e. the difference between the charge that the provider would have made absent the program savings and the charge made as a result of the program savings; CHLIC pays the applicable vendor fee) or (3) the "recovery" (i.e. the amount recovered) as applicable.

For charges for covered services received from a non-Participating Provider (including emergency/urgent care services that are covered at the in-network benefit level), CHLIC may apply discounts available under agreements with third parties or through negotiation of the billed charges. These programs are identified below as the Network Savings Program, Supplemental Network & Medical Bill Review (pre-payment). CHLIC charges the percentage shown for administering these programs. Applying these discounts may result in higher payments than if the maximum reimbursable charge is applied. Whereas application of the maximum reimbursable charge may result in the patient being balance billed for the entire unreimbursed amount, applying these discounts avoids balance billing and substantially reduces the patient's out-of-pocket cost.

If no discount is available or negotiated, reimbursement will be based upon:

- (i) If charges are not subject to CHLIC's benefit enhancement policy – the plan's maximum reimbursable charge (in which case the patient may be balance billed by the provider if the provider's charge exceeds the plan's maximum reimbursable charge); or
- (ii) If charges are subject to CHLIC's benefit enhancement policy – depending upon the Employer's election:
 - a. the amount of provider's billed charge not exceeding the greater of a CHLIC determined percentage of the Medicare allowable amount (the 80th percentile of the reasonable and customary charge if there is no Medicare allowable charge) or the amount required by state or federal, law (in the case of emergency room services) for charges subject to CHLIC's benefit enhancement policy (patient may be balance billed by the provider if the provider's charge exceeds such amount), or
 - b. the provider's billed charge.

This administration of charges for covered services from non-Participating Providers is consistent with the claim administration practices with respect to CHLIC's own health care insurance business where applicable.

MEDICAL AND PHARMACY COST CONTAINMENT

1.	Network Savings Program	29% of net savings
2.	Supplemental Network	29% of net savings
3.	Medical Bill Review – (Pre-payment Cost Containment for Non-contracted claims):	
	Inpatient Hospital Bill Review	
	• Line Item Analysis	Lesser of 5% of hospital bill or the savings achieved
	• Professional Fee Negotiation	29% of net savings
	Outpatient Hospital Bill Review	
	• Professional Fee Negotiation	29% of net savings

	<ul style="list-style-type: none"> Line Item Analysis Re-pricing Physician/Professional Bill Review 	29% of net savings
	<ul style="list-style-type: none"> Professional Fee Negotiation Line Item Analysis Re-pricing 	29% of net savings 29% of net savings
4.	<p>Medical Bill Review – (Pre or Post-payment Cost Containment for Non-contracted and Contracted claims):</p> <ul style="list-style-type: none"> Bill Audit <p>Diagnosis Related Grouping (DRG) Validation/Audits and Recovery. An overpayment audit and recovery program in which CHLIC or its vendors review paid claim data to identify overpayments based on inaccurate DRG coding.</p> <p>Inpatient Admission Retrospective Review</p> <p>Medical Implant Device Audits</p>	29% of the savings/recovery achieved plus hospital fees or expenses passed through 29% of recovery plus any fees or expenses passed through by the hospital or regulatory agency 29% of recovery 29% of recovery 29% of recovery
5.	COB Vendor Recoveries [Exclusive of pharmacy programs where claims are adjudicated at time prescription is received.]	29% of recovery
6.	Secondary Vendor Recovery Program	29% of recovery
7.	Provider Credit Balance Recovery Program	29% of recovery
8.	High Cost Specialty Pharmaceutical Audits	30% of recovery
9.	Pharmacy Vendor Recoveries	35% of recovery
10.	Class Action Recoveries	35% of recovery
DENTAL COST CONTAINMENT		
	Dental Cost Containment	35% of gross savings

CARE MANAGEMENT/COST CONTAINMENT PROGRAM FEES	
<p>CHLIC arranges for third parties to provide care management services to:</p> <ul style="list-style-type: none"> (i) contain the cost of specified health care services/items overall with respect to all plans insured and/or administered by CHLIC, and/or (ii) improve adherence to evidence based guidelines designed to promote patient safety and efficient patient care. 	<p>Specific vendor fees and care management program services are available upon request.</p>
ELIGIBILITY OVERPAYMENT RECOVERY FEES	
<p>Eligibility Overpayment Recovery Vendor Services. Identification and recovery of funds in situations where the overpayment is due to the late receipt of Member termination information. (This service is only provided with respect to Medical coverage).</p>	<p>29% of recovery</p>
EXTERNAL REVIEW AND CONSULTATIVE REVIEW FEES	
<p>When a Member elects an External Review (as that term is defined in ERISA) of a benefit determination by an independent third party, the cost of a specific third party review is dependent on the nature and complexity of the issue on appeal. In highly complex, non-routine cases or cases related to new technology or experimental-investigational treatment, as part of the internal appeal process a panel of reviewers may be necessary. Third party review charges will be commensurate with the number of reviewers (usually only one is used), as well as their level of expertise and time required to complete the review.</p>	<p>\$500-\$4,000 Review</p>
VISION CARE	
<p>Fixed per person per period or fee-for-service charges for vision care services will be paid as claims and will appear in Employer's standard Bank Account activity data reports. Such payments will be at CHLIC's applicable fixed per person per period or fee-for-service charges then in effect, which may be amended from time to time. Some Vision services are provided by CHLIC and/or designated vendors. The applicable rates to Employer for this product and identity of the provider of vision services will be made available upon request.</p>	<p>All Vision Products</p>
STRATEGIC ALLIANCES	
<p>CHLIC contracts directly or indirectly with other managed care entities and third party network vendors for access to their provider networks and discounts. These third parties charge either a network access fee, which is included in CHLIC's monthly charges, or a percentage of the savings realized on a claim by claim basis as a result of the application of their discounts. Charges based on percentage of savings may be paid from the Bank Account. Additional details regarding specific charges will be provided upon request.</p>	<p>All Medical Products</p>

OTHER VENDORS AND HEALTH CARE SERVICES PROVIDERS	
	Fixed per person per period and fee-for-service charges for various vendors and other providers/arrangers of health care services and/or supplies will be paid as claims for Plan Benefits. In addition, performance-based payments to Participating Providers will be charged to the Bank Account. Such payments will be at the payment rates then in effect, which may be amended from time to time. Additional details regarding charges and the identity of the vendor or provider of health care services will be made available upon request.
NOTICE REGARDING PAYMENTS FROM THIRD PARTIES	
	Unless indicated otherwise in the Schedule of Financial Charges, CHLIC retains all payments it may receive from manufacturers of pharmaceutical products covered under the Plan. Information on the amount of such payments with respect to the Plan will be provided upon request.
	From time to time, CHLIC, directly or through its affiliates, arranges with third party parties (e.g., service vendors, provider network managers) to provide various services (e.g., cost-containment initiatives) in connection with the Plan. CHLIC and its affiliates may receive payments from such third parties to help defray CHLIC's expenses associated with the implementation and/or ongoing administration of these arrangements. CHLIC may also receive compensation from third-party vendors that Employer may retain based upon a referral from CHLIC or that Members may utilize following an introduction facilitated by CHLIC or an affiliate.
COMPLIANCE ASSISTANCE	
	CHLIC shall provide the following services to assist Employer in meeting its compliance obligations under section 2715 of the Public Health Service Act as added by the Patient Protection and Affordable Care Act and applicable regulations with respect to the provision of the Summary of Benefits and Coverage ("SBC"), translation notice and glossary. Applicable to all medical plans including HRA and FSA which are considered "group health plans" subject to the SBC requirements. Preparation of SBC, translation notice. CHLIC will not be responsible for any changes that Employer makes to the SBC. Provide SBC, translation notices prepared by CHLIC to Employer electronically as well as any updates or material modifications.
1.	No charge
2.	No charge
3.	\$500 for each benefit option under the Plan for which carve-out vendor benefits are included in SBC

ADDITIONAL SERVICES

Service	Description	Charge
Lifestyle Management Programs	<ul style="list-style-type: none"> <p>Healthy Steps to Weight LossSM: The weight management Lifestyle Management Program offers assistance to Members identified through the results of a health risk assessment questionnaire and/or self-enrollment. This program offers Members a non-diet approach to weight loss that focuses on long-term lifestyle changes. The telephone coaching model offers one-to-one contact with a dedicated wellness coach who provides personalized, motivational support for the duration of the program. For Participants who prefer to work individually, web-based programs are available. The web-based program consists of online tools and articles with a supporting email campaign. Both telephone and online options focus on changing behaviors and providing Participants with practical strategies to help them.</p> 	Included in Medical Access Fee (CA/NC Members Only)
	<ul style="list-style-type: none"> <p>Cigna Quit TodaySM: The tobacco cessation Lifestyle Management Program offers assistance to Members identified through the results of a health risk assessment questionnaire and/or self-enrollment. This program provides interventions for all tobacco types and all “ready to change levels” (even for Members not sure about quitting). The telephone coaching model offers one-to-one contact with a dedicated wellness coach who provides personalized, motivational support for the duration of the program. For Participants who prefer to work individually, web-based programs are available. The web-based program consists of online tools and articles with a supporting email campaign. Both telephone and online options focus on changing behaviors and providing Participants with practical strategies to help them. Both modalities include over the counter nicotine replacement therapy (patch or gum) at no cost to the Participant.</p> 	Included in Medical Access Fee (CA/NC Members Only)
	<ul style="list-style-type: none"> <p>Strength & ResilienceSM: The stress management Lifestyle Management Program offers assistance to Members identified through the results of a health risk assessment questionnaire and/or self-enrollment. This program provides practical solutions for improving resilience to stress. The telephone coaching model offers one-to-one contact with a dedicated wellness coach who provides personalized, motivational support for the duration of the program. For Participants who prefer to work individually, web-based programs are available. The web-based program consists of online tools and articles with a supporting email campaign. Both telephone and online options focus on changing behaviors and providing Participants with practical strategies to help them.</p> 	Included in Medical Access Fee (CA/NC Members Only)
Behavioral Health	Behavioral Care Advocacy provides behavioral health services in which claims are funded on a fee-for-service basis. It includes focused utilization review and case management for inpatient, in-network behavioral health services. This payment arrangement is with respect to the CA/NC Member population only.	For OAP and OAPIN Only Included in Medical Access Fee

Comprehensive Oncology Program	<p>The Cigna Cancer Support Program - A program designed to deliver comprehensive oncology support targeting Members through all stages of cancer; from those newly diagnosed, in post cancer care, in active treatment and with or without complications and/or end of life status. The program addresses cancer prevention through education; providing assistance to Members in active treatment, utilizing evidence based clinical resources, development of survivorship plans for cancer survivors, and supporting Members and their families with end-of-life decisions if appropriate.</p> <p>Cigna TheraCare® Program – a targeted condition drug therapy management program that targets individuals using specialty medications for certain chronic conditions and helps them better understand their condition, medication side effects and importance of adherence.</p>	\$0.31/employee/month
Clinical Program	<p>A proactive health education and improvement program for Members with a chronic condition. The program involves services that span across the Member's health needs. Behavioral coaching principles and evidence based medicine guidelines are utilized to optimize self-management skills and foster sustained health improvements.</p>	Included at No Additional Cost
Your Health First	<p>The program targets a chronic population at high risk for near term and future high cost medical expenses. Members are identified as having a chronic condition through a variety of sources which may include: claims data, referrals, and self-identification. A variety of resources is provided to those with a chronic condition, including access to online tools, personalized support, and targeted materials.</p> <p>The program includes the following components for those with a chronic condition:</p> <ul style="list-style-type: none"> • Chronic condition-specific coaching • Pre- and post-discharge calls • Lifestyle management coaching: stress, weight management and tobacco cessation • Treatment decision support and coaching <p>In order to continuously assess the effectiveness of the program and/or test new ideas to further engage Members around their health, a small sample of Members may be placed in a comparison group which for a defined period of time receives alternative services or is suppressed from receiving proactive outreach, such as engagement letters and/or calls. This could affect a few Members targeted for outreach during this limited time period.</p>	<p>For OAP, OAPIN and Comprehensive Products: \$5.25/employee/month</p>
Claim Litigation	Claim Litigation Services	\$7,500.00 Flat Annual Amount
Claim and Appeals	CHLIC will administer an optional second level of claim appeals	\$2,000.00 Flat Annual Amount
Telehealth Services	RelayHealth Online Services	Included at no additional cost

CITY OF HARTFORD



- **OR&L:**

- OR&L shall provide the City with facility management services for the Hartford Public Safety Complex.
- The agreement contract with OR&L was awarded through a competitive RFP-based solicitation, from which OR&L was the lowest-priced qualified respondent
- FY21 is Year 2 of the agreement contract with OR&L. The contract has a fixed value of \$159,000 per year.
- Year 2 of the agreement commenced July 1st, 2020 and will end on June 30th, 2021. The City has the option to renew this agreement for one (1) additional one-year term. The compensation table for 3 years is listed below:

Years	Total
Year 1	\$159,000
Year 2	\$159,000
Year 3	\$159,000

Town of Sprague Budget Status as of September 30, 2020

Summary

As of the end of September 2020, total revenues collected are 37% of the FY 2020/21 budgeted amount. This is 5% lower than total revenues collected for the same period in FY 2019/20 which were 42% of the total budgeted amount. The main variance relates to the Town not having received Water and Sewer's portion of principal and interest debt payment as of month-end. The Town expects to receive the monies before the end of November 2020.

Total expenditures as of 9/30/20 are at 21% of budget. This is comparable to expenditures for the same period in FY 2019/20 which were 23% of the budget.

<i>Budget Category</i>	FY 2020/2021			Same Period Prior Year
	Budget	Year to Date	Year to Date %	
Property Taxes	6,110,523	3,422,780	56%	57%
State Education Grants	2,668,094	-	0%	0%
Other State Grants	597,933	76,174	13%	0%
Other Revenue	215,158	37,914	18%	291%
Total General Fund Revenues	9,591,708	3,536,868	37%	42%
Town/Municipal Expenditures	2,862,267	1,056,663	37%	37%
Board of Education Expenditures	6,688,595	954,910	14%	17%
Total General Fund Expenditures	9,550,862	2,011,573	21%	23%

The attached Budget vs. Actual report provides a detailed report of all revenues and expenditures as of the end of January. At this time, no significant variances are projected for either revenues or expenditures.

Revenues

Property Taxes are the largest revenue source to the Town, representing 63.7% of total revenues. Collections on Property Taxes for the period to September 30, 2020 of the current fiscal year are at 56% of the budgeted amount. This is only 1% lower than property tax collections for the same period in last fiscal year which were 57% of budget.

State Grants make up 34.1% of total budgeted revenues. No additional state revenues were received since 8/31/20 which results in the Town being at 2.3% of its budgeted State grants revenue received. For the same period last fiscal year, the Town had not received any of its State grants.

The remaining revenue sources include interest income, fees, permits and miscellaneous revenue. In the aggregate, these sources comprise approximately 2.2% of total budgeted revenues. Current year collections on these sources total \$37,914. Collections on these sources are at 18% of the total budgeted amount in the current year. Collections in the prior year, adjusted to exclude the MRF received, was 46% of the budgeted amount due to having received the Water and Sewer portion of principal and interest for debt.

Expenditures

Departmental and other operating expenditures as of September 30, 2020 tend to range between 19% and 27% with a few exceptions where year-to-date expenditures don't fall into that range. In most cases, Town current year expenditures are comparable to last fiscal year's expenditures for the same period.

Payments for memberships on regional agencies (53% year-to-date), insurance premiums (32% year-to-date) and maintenance contracts (64% year-to-date) tend to be invoiced in one or several installments. Similarly, payments on bond principal (74% year-to-date) and interest (46% year-to-date) are scheduled payments that do not necessarily occur evenly throughout the fiscal year.

Year to date expenditures by the Board of Education total \$954,910 or 6% of total budget. For the same period last fiscal year, Board of Education expenditures were 10% of budget.

**Town of Sprague
BOF Budget vs. Actual
with YE estimated totals
July through September 2020**

	Three-Month Totals			Current Year Totals				Comparison	Estimated Year-End Totals				
	July 2020	August 2020	Sept 2020	Budget	Year to Date	\$ Remaining	% of Budget		Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
Ordinary Income/Expense													
Income													
5000 - Taxes													
5000-1 - Current Taxes	2,334,868	233,294	600,399	5,669,773	3,168,561	(2,501,212)	56%	57%	5,669,773	5,669,773	-	100%	
5000-2 - Current Interest & Lien Fees	-	-	53	20,000	53	(19,947)	0%	24%	20,000	20,000	-	100%	
5000-3 - Prior Year Tax	12,267	11,182	18,031	125,000	41,480	(83,520)	33%	23%	125,000	125,000	-	100%	
5000-4 - Prior Year Interest/Lien Fees	3,477	2,534	3,766	35,000	9,777	(25,223)	28%	22%	35,000	35,000	-	100%	
5000-5 - Current Supp MV Tax	2,220	894	-	72,000	3,114	(68,886)	4%	5%	72,000	72,000	-	100%	
5000-6 - Firefighter Tax Abatement	-	-	-	(11,250)	-	11,250	0%	0%	(11,250)	(11,250)	-	100%	
5000-7 - PILOT Solar Farm	200,000	-	-	200,000	200,000	-	100%	100%	200,000	200,000	-	100%	
5000-8 - Tax & Applic. Refunds (contra)	-	(80)	(125)	-	(205)	(205)	100%	100%	-	-	-	0%	
5000-9 - Tax Overpymnts Ret'd (contra)	-	-	-	-	-	-	0%	0%	-	-	-	0%	
Total 5000 - Taxes	2,552,832	247,824	622,124	6,110,523	3,422,780	(2,687,743)	56%	57%	6,110,523	6,110,523	-	100%	
5100 - State Grants-School													
5100-1 - ECS - Assis. to Towns for Educ.	-	-	-	2,668,094	-	(2,668,094)	0%	0%	2,668,094	2,668,094	-	100%	
Total 5100 - State Grants-School	-	-	-	2,668,094	-	(2,668,094)	0%	0%	2,668,094	2,668,094	-	100%	
5200 - State Grants-Local													
5200-1 - Telecomm. Property Tax Grant	-	-	-	5,221	-	(5,221)	0%	0%	5,221	5,221	-	100%	
5200-10 - Judicial 10th Circuit Court	-	-	-	1,000	-	(1,000)	0%	0%	1,000	1,000	-	100%	
5200-11 - SLA - Emergency Mgmt. Agency	-	-	-	2,800	-	(2,800)	0%	0%	2,800	2,800	-	100%	
5200-13 - St. Police O/T	-	-	-	15,000	-	(15,000)	0%	0%	15,000	15,000	-	100%	
5200-14 - Town Aid Roads	-	76,174	-	151,738	76,174	(75,564)	50%	0%	151,738	151,738	-	100%	
5200-16 - Elderly & Disabled Transp Grant	-	-	-	8,543	-	(8,543)	0%	0%	8,543	8,543	-	100%	
5200-2 - Municipal Rev Sharing-Muni Proj	-	-	-	386,528	-	(386,528)	0%	0%	386,528	386,528	-	100%	
5200-4 - PILOT - State Property	-	-	-	6,156	-	(6,156)	0%	0%	6,156	6,156	-	100%	
5200-5 - Mashantucket Pequot Grant	-	-	-	17,479	-	(17,479)	0%	0%	17,479	17,479	-	100%	
5200-6 - Veterans Tax Relief	-	-	-	2,574	-	(2,574)	0%	0%	2,574	2,574	-	100%	
5200-7 - Disability Exemption Reimb.	-	-	-	894	-	(894)	0%	0%	894	894	-	100%	
Total 5200 - State Grants-Local	-	76,174	-	597,933	76,174	(521,759)	13%	0%	597,933	597,933	-	100%	
5300 - Local Revenues													
5300-1 - Interest Income	105	232	114	3,000	451	(2,549)	15%	7%	3,000	3,000	-	100%	
5300-10 - Permit Fees, P&Z, Inland & Wetl	-	114	42	3,500	156	(3,344)	4%	6%	3,500	3,500	-	100%	
5300-13 - Landfill Receipts	1,428	1,396	1,717	23,000	4,541	(18,459)	20%	22%	23,000	23,000	-	100%	
5300-14 - Newsletter Ads	-	61	1,100	2,000	1,161	(839)	58%	5%	2,000	2,000	-	100%	
5300-15 - Marriage Licenses	48	-	16	150	64	(86)	43%	43%	150	150	-	100%	
5300-16 - Sportsmans Licenses	2	2	7	150	11	(139)	7%	12%	150	150	-	100%	
5300-17 - Farmland Preservation	105	87	105	950	297	(653)	31%	34%	950	950	-	100%	
5300-2 - Licenses,Burial, Crem, Pis, Liq	110	270	70	1,000	450	(550)	45%	12%	1,000	1,000	-	100%	
5300-3 - Building Inspector Fees	-	1,565	505	25,000	2,070	(22,930)	8%	13%	25,000	25,000	-	100%	
5300-4 - Dog License Fees	254	127	59	1,500	440	(1,060)	29%	11%	1,500	1,500	-	100%	
5300-5 - Sundry Receipts, faxes, etc	4	10	62	400	76	(324)	19%	11%	400	400	-	100%	
5300-6 - Recording Land Rec,maps, trade	1,879	1,202	2,264	10,000	5,345	(4,655)	53%	48%	10,000	10,000	-	100%	
5300-8 - Conveyance Tax	3,645	2,694	4,661	17,000	11,000	(6,000)	65%	59%	17,000	17,000	-	100%	
5300-9 - Copies	488	515	396	5,000	1,399	(3,601)	28%	36%	5,000	5,000	-	100%	
Total 5300 - Local Revenues	8,068	8,275	11,118	92,650	27,461	(65,189)	30%	27%	92,650	92,650	-	100%	
5400 - Misc Revenues													
5400-1 - Trans. Subsidy from SCRRA	-	-	-	2,000	-	(2,000)	0%	0%	2,000	2,000	-	100%	
5400-5 - Other Revenues	750	1,279	6,037	-	8,066	8,066	100%	100%	8,066	-	8,066	100%	
5400-6 - Waste Management	-	-	2,387	52,000	2,387	(49,613)	5%	11%	52,000	52,000	-	100%	
Total 5400 - Misc Revenues	750	1,279	8,424	54,000	10,453	(43,547)	19%	936%	62,066	54,000	8,066	115%	
5500-3 - Resv. Dam Proj. - Prinp. S&W	-	-	-	45,000	-	(45,000)	0%	100%	45,000	45,000	-	100%	
5500-4 - Resv. Dam Proj. - Int. W & S	-	-	-	23,508	-	(23,508)	0%	100%	23,508	23,508	-	100%	
Total Income	2,561,650	333,552	641,666	9,591,708	3,536,868	(6,054,840)	37%	42%	9,599,774	9,591,708	8,066	100%	
Gross Profit	2,561,650	333,552	641,666	9,591,708	3,536,868	(6,054,840)	37%	42%	9,599,774	9,591,708	8,066	100%	
Expense													
6000 - Board of Selectmen													
6000-1 - First Selectman	4,662	3,108	3,108	40,400	10,878	(29,522)	27%	27%	40,400	40,400	-	100%	
6000-2 - Selectman 2	100	100	100	1,200	300	(900)	25%	25%	1,200	1,200	-	100%	
6000-3 - Selectman 3	100	100	100	1,200	300	(900)	25%	25%	1,200	1,200	-	100%	
6000-4 - Selectman office Sup, Misc.	717	172	62	1,260	951	(309)	75%	36%	1,260	1,260	-	100%	
6000-5 - Selectman - Mileage	-	-	-	1,500	-	(1,500)	0%	27%	1,500	1,500	-	100%	

Town of Sprague
BOF Budget vs. Actual
with YE estimated totals
 July through September 2020

	Three-Month Totals			Current Year Totals				Comparison	Estimated Year-End Totals			
	July 2020	August 2020	Sept 2020	Budget	Year to Date	\$ Remaining	% of Budget		Same Period PY %	Year-End Est.	Budget	\$ Remaining
6111 · Land Use Miscellaneous	-	7	168	800	175	(625)	22%	8%	800	800	-	100%
6115 · Ec. Devel.	225	-	-	900	225	(675)	25%	0%	900	900	-	100%
6120 · Conservation Commission												
6120-2 · Training workshop	-	-	-	100	-	(100)	0%	0%	100	100	-	100%
6120-4 · Miscellaneous	-	-	203	1,000	203	(797)	20%	10%	1,000	1,000	-	100%
Total 6120 · Conservation Commission	-	-	203	1,100	203	(897)	18%	9%	1,100	1,100	-	100%
6150 · Conservation Wetlands Enf Off	-	490	560	6,500	1,050	(5,450)	16%	16%	6,500	6,500	-	100%
6200 · Highways												
6200-1 · Highways, General Maintenance	2,722	1,127	1,688	45,000	5,537	(39,463)	12%	26%	45,000	45,000	-	100%
6200-10 · Drug & Alcohol Testing	250	-	-	500	250	(250)	50%	50%	500	500	-	100%
6200-2 · Highways, Public Works Salary	25,063	15,577	16,871	203,035	57,511	(145,524)	28%	27%	203,035	203,035	-	100%
6200-3 · Highways, Misc. o/t labor.	848	1,195	556	26,200	2,599	(23,601)	10%	2%	26,200	26,200	-	100%
6200-4 · Boots - Highways	-	129	133	1,600	262	(1,338)	16%	38%	1,600	1,600	-	100%
6200-5 · Storm Materials	-	-	6,588	27,500	6,588	(20,912)	24%	0%	27,500	27,500	-	100%
6200-6 · Highways, Roadway Mgmt.	-	9,784	(65)	40,000	9,719	(30,281)	24%	63%	40,000	40,000	-	100%
6200-7 · Highways, Town Garage	63	139	711	8,000	913	(7,087)	11%	18%	8,000	8,000	-	100%
6200-8 · Stormwater Permit Fees(Phasell)	-	-	-	8,500	-	(8,500)	0%	10%	8,500	8,500	-	100%
Total 6200 · Highways	28,946	27,951	26,482	360,335	83,379	(276,956)	23%	26%	360,335	360,335	-	100%
6202 · Tree Maintenance												
6202-1 · Tree Warden	-	-	-	2,250	-	(2,250)	0%	0%	2,250	2,250	-	100%
6202-2 · Tree Warden- Training Seminars	-	-	-	350	-	(350)	0%	0%	350	350	-	100%
6202-3 · Tree Pruning, Removal, Replacme	-	2	3,700	15,300	3,702	(11,598)	24%	36%	15,300	15,300	-	100%
6202-4 · Tree Warden Mileage	-	-	-	400	-	(400)	0%	0%	400	400	-	100%
Total 6202 · Tree Maintenance	-	2	3,700	18,300	3,702	(14,598)	20%	29%	18,300	18,300	-	100%
6205 · Street Lighting	1,046	1,141	1,269	17,000	3,456	(13,544)	20%	21%	17,000	17,000	-	100%
6300 · Social Security	5,473	3,750	3,892	56,110	13,115	(42,995)	23%	27%	56,110	56,110	-	100%
6310 · Deferred Compensation	1,890	1,255	1,255	16,471	4,400	(12,071)	27%	27%	16,471	16,471	-	100%
6400 · Regional Agencies												
6400-1 · Reg. Agency - TVCCA	1,000	-	-	1,000	1,000	-	100%	100%	1,000	1,000	-	100%
6400-10 · RegAgency-SSAC of Eastern CT	-	-	300	300	300	-	100%	0%	300	300	-	100%
6400-11 · RegAg-SE CT Enterpr Reg	375	-	1,044	1,540	1,419	(121)	92%	92%	1,540	1,540	-	100%
6400-12 · RegAgcy-Regional Animal Control	9,100	-	-	9,100	9,100	-	100%	100%	9,100	9,100	-	100%
6400-2 · Reg. Agency - Cncl. of Gvnt	-	-	1,641	1,641	1,641	-	100%	100%	1,641	1,641	-	100%
6400-3 · Reg. Agency - Soil/Wtr. Con.	-	-	-	300	-	(300)	0%	0%	300	300	-	100%
6400-4 · Reg. Agency - Women's Center	-	-	-	250	-	(250)	0%	0%	250	250	-	100%
6400-5 · Uncas Health District	4,919	-	-	19,674	4,919	(14,755)	25%	25%	19,674	19,674	-	100%
6400-6 · Reg. Agency - CCM	1,016	-	-	2,032	1,016	(1,016)	50%	100%	2,032	2,032	-	100%
6400-7 · Reg. Agency - Norwich PrbCrt	404	-	-	2,124	404	(1,720)	19%	25%	2,124	2,124	-	100%
6400-8 · Council of Small Towns (COST)	-	-	725	725	725	-	100%	100%	725	725	-	100%
6400-9 · Quinebaug Walking Weekends	-	-	-	175	-	(175)	0%	0%	175	175	-	100%
Total 6400 · Regional Agencies	16,814	-	3,710	38,861	20,524	(18,337)	53%	55%	38,861	38,861	-	100%
6500 · Insurance												
6500-1 · Insurance, General Town	833	7,075	7,074	29,133	14,982	(14,151)	51%	50%	29,133	29,133	-	100%
6500-2 · Insurance, Fire Department	4,173	-	4,173	16,690	8,346	(8,344)	50%	52%	16,690	16,690	-	100%
6500-4 · Insurance, Water & Sewer Plants	1,996	-	1,996	7,982	3,992	(3,990)	50%	50%	7,982	7,982	-	100%
6500-5 · Insurance,CIRMA (Workers Comp)	6,742	-	9,834	39,343	16,576	(22,767)	42%	34%	39,343	39,343	-	100%
6500-6 · Insurance, Empl. Medical Ins.	20,036	10,343	964	139,347	31,343	(108,004)	22%	26%	139,347	139,347	-	100%
6500-7 · Employee Insurance Waiver	329	329	329	3,950	987	(2,963)	25%	25%	3,950	3,950	-	100%
Total 6500 · Insurance	34,109	17,747	24,370	236,445	76,226	(160,219)	32%	34%	236,445	236,445	-	100%
6600 · Police Department												
6600-1 · Police Dept. Resident Trooper	-	-	-	167,982	-	(167,982)	0%	0%	167,982	167,982	-	100%
6600-2 · Police Dept., O/T 50% contra	-	-	-	5,000	-	(5,000)	0%	0%	5,000	5,000	-	100%
6600-3 · Police Dept. DARE Program	-	-	-	300	-	(300)	0%	72%	300	300	-	100%
6600-4 · Police Dept., Supplies, Misc.	-	299	-	500	299	(201)	60%	0%	500	500	-	100%
6600-5 · Police Dept. - Sch. Crs. Guard	-	-	334	3,883	334	(3,549)	9%	10%	3,883	3,883	-	100%
Total 6600 · Police Department	-	299	334	177,665	633	(177,032)	0%	0%	177,665	177,665	-	100%
6605 · Fire Dept.												
6605-1 · Fire Dept., Vehicle Maint.	10,904	(7,075)	1,950	24,000	5,779	(18,221)	24%	11%	24,000	24,000	-	100%
6605-2 · Fire Dept, Fixed Expenses	6,524	2,016	1,554	36,300	10,094	(26,206)	28%	28%	36,300	36,300	-	100%
6605-3 · Fire Dept. Truck Supplies	-	-	-	7,550	-	(7,550)	0%	0%	7,550	7,550	-	100%
6605-4 · Fire Dept., Firehouse Maint.	108	250	499	11,200	857	(10,343)	8%	23%	11,200	11,200	-	100%
6605-5 · Fire Dept., Training	4,328	-	200	14,500	4,528	(9,972)	31%	40%	14,500	14,500	-	100%

Town of Sprague
BOF Budget vs. Actual
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	Three-Month Totals			Current Year Totals				Comparison	Estimated Year-End Totals			
	July 2020	August 2020	Sept 2020	Budget	Year to Date	\$ Remaining	% of Budget		Same Period PY %	Year-End Est.	Budget	\$ Remaining
6605-6 · Fire Dept., Business Exp.	80	169	276	14,140	525	(13,615)	4%	11%	14,140	14,140	-	100%
6605-7 · Fire Dept., Equip. Maint.	838	390	409	12,600	1,637	(10,963)	13%	9%	12,600	12,600	-	100%
Total 6605 · Fire Dept.	22,782	(4,250)	4,888	120,290	23,420	(96,870)	19%	20%	120,290	120,290	-	100%
6610 · Emergency												
6610-1 · Salary Director	-	-	-	2,200	-	(2,200)	0%	0%	2,200	2,200	-	100%
6610-5 · Training Expense	-	-	-	500	-	(500)	0%	0%	500	500	-	100%
6610-6 · Equipment Maintenance	-	-	-	830	-	(830)	0%	0%	830	830	-	100%
6610-8 · Local Emerg. Plan Chair.(LEPC)	-	-	-	500	-	(500)	0%	0%	500	500	-	100%
Total 6610 · Emergency	-	-	-	4,030	-	(4,030)	0%	0%	4,030	4,030	-	100%
6615 · Fire Marshal/Burning Official												
6615-1 · Fire Marshal/Salary	738	738	738	8,854	2,214	(6,640)	25%	25%	8,854	8,854	-	100%
6615-2 · Fire Marshal/Off.Exp.Ed.Misc	-	-	-	2,250	-	(2,250)	0%	0%	2,250	2,250	-	100%
6615-4 · Burning Official - Salary	-	-	-	625	-	(625)	0%	0%	625	625	-	100%
Total 6615 · Fire Marshal/Burning Official	738	738	738	11,729	2,214	(9,515)	19%	19%	11,729	11,729	-	100%
6620 · Enf. Off-Bldg.Code												
6620-1 · Enf.Off-Bldg Code - Salary	2,269	1,513	1,513	19,666	5,295	(14,371)	27%	27%	19,666	19,666	-	100%
6620-2 · Enf. Off-Bldg.Code - Mileage	-	-	-	800	-	(800)	0%	1%	800	800	-	100%
6620-3 · Enf.Off-Bldg.Code - Mbrshp.Fee	-	-	-	250	-	(250)	0%	0%	250	250	-	100%
6620-6 · Enf.Off-Bldg.Code.- Ed.Training	-	-	-	250	-	(250)	0%	3%	250	250	-	100%
6620-7 · Enf.Off-Bldg.Code- Code Vol,Sup	-	-	-	500	-	(500)	0%	0%	500	500	-	100%
Total 6620 · Enf. Off-Bldg.Code	2,269	1,513	1,513	21,466	5,295	(16,171)	25%	25%	21,466	21,466	-	100%
6625 · Blight Enforcement Officer												
6625-1 · Blight Enforce. Officer-Salary	299	299	299	3,591	897	(2,694)	25%	25%	3,591	3,591	-	100%
6625-2 · Blight Enforce.Officer-Mileage	-	-	-	150	-	(150)	0%	0%	150	150	-	100%
6625-3 · Blight Enforce.Officer-Postage	-	-	-	150	-	(150)	0%	0%	150	150	-	100%
Total 6625 · Blight Enforcement Officer	299	299	299	3,891	897	(2,994)	23%	23%	3,891	3,891	-	100%
6700 · Sanit/Wst Rem.												
6700-2 · Sanit/Wst.Rem,Matls.Misc	374	318	294	5,000	986	(4,014)	20%	34%	5,000	5,000	-	100%
6700-3 · Sanit/Wst.Rem., Recycling	4,019	5,441	4,519	65,000	13,979	(51,021)	22%	28%	65,000	65,000	-	100%
Total 6700 · Sanit/Wst Rem.	4,393	5,759	4,813	70,000	14,965	(55,035)	21%	28%	70,000	70,000	-	100%
6702 · Waste Management Exp. (Waste Management)	-	6,233	4,002	63,000	10,235	(52,765)	16%	16%	63,000	63,000	-	100%
6810 · Comm. of Aging												
6810-1 · Comm. on Aging - Salary	3,582	2,368	2,398	31,574	8,348	(23,226)	26%	30%	31,574	31,574	-	100%
6810-2 · Commission on Aging-Munic Agent	30	-	-	200	30	(170)	15%	4%	200	200	-	100%
6810-4 · Comm. on Aging - Off sup/misc.	240	43	42	1,740	325	(1,415)	19%	17%	1,740	1,740	-	100%
6810-5 · Comm. of Aging - Elevator Contr	206	206	206	2,515	618	(1,897)	25%	24%	2,515	2,515	-	100%
6810-6 · Comm. of Aging - Programs	-	21	55	3,000	76	(2,924)	3%	32%	3,000	3,000	-	100%
6810-7 · Comm. of Aging - Van Driver	-	-	-	14,000	-	(14,000)	0%	22%	14,000	14,000	-	100%
6810-7a · Comm of Aging-Van Dr	2,299	1,561	1,554	19,452	5,414	(14,038)	28%	27%	19,452	19,452	-	100%
6810-8 · Comm. on Aging -Senior Ctr Aide	-	-	-	-	-	-	0%	29%	-	-	-	0%
6810-9 · Van Expense, Comm. on Aging	121	146	-	7,000	267	(6,733)	4%	13%	7,000	7,000	-	100%
Total 6810 · Comm. of Aging	6,478	4,345	4,255	79,481	15,078	(64,403)	19%	25%	79,481	79,481	-	100%
6950 · Capital Project												
6950-1 · Capital Project,Rpr Centr Plnt	240	943	-	6,000	1,183	(4,817)	20%	11%	6,000	6,000	-	100%
6950-2 · Engineering Fees, Cap. Proj.	-	7,360	-	8,700	7,360	(1,340)	85%	0%	8,700	8,700	-	100%
Total 6950 · Capital Project	240	8,303	-	14,700	8,543	(6,157)	58%	6%	14,700	14,700	-	100%
7000 · Parks & Playgrounds		66	158	750	224	(526)	30%	24%	750	750	-	100%
7002 · Summer Recreation(SPARC)												
7002-1 · Summer Recreation Salaries	-	-	-	-	-	-	0%	93%	-	-	-	0%
7002-2 · Summer Recreation Supplies	-	-	-	-	-	-	0%	0%	-	-	-	0%
Total 7002 · Summer Recreation(SPARC)	-	-	-	-	-	-	0%	84%	-	-	-	0%
7003 · Recreation Facilities (BoS)												
7003-2 · Electricity	135	30	160	1,825	325	(1,500)	18%	24%	1,825	1,825	-	100%
Total 7003 · Recreation Facilities (BoS)	135	30	160	1,825	325	(1,500)	18%	24%	1,825	1,825	-	100%
7004 · Recreation Events(SPARC)												
7004-1 · RecEvent-3 Villages Fall Fest	-	-	-	3,500	-	(3,500)	0%	-2%	3,500	3,500	-	100%
7004-2 · Rec Event-Earth Day	-	-	-	400	-	(400)	0%	0%	400	400	-	100%
7004-3 · Rec Event-Youth Yr Lng Activity	-	-	276	500	276	(224)	55%	0%	500	500	-	100%
7004-4 · Rec Event-Shetucket River Fest	-	-	-	250	-	(250)	0%	43%	250	250	-	100%
7004-8 · Rec Event-Other	-	-	-	500	-	(500)	0%	0%	500	500	-	100%
Total 7004 · Recreation Events(SPARC)	-	-	276	5,150	276	(4,874)	5%	1%	5,150	5,150	-	100%

Town of Sprague
BOF Budget vs. Actual
with YE estimated totals
 July through September 2020

	Three-Month Totals			Current Year Totals				Comparison	Estimated Year-End Totals			
	July 2020	August 2020	Sept 2020	Budget	Year to Date	\$ Remaining	% of Budget	Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
7005 - Other Recreation Programs												
7005-1 - Sprague/Franklin/Canterbury LL	-	-	-	1,250	-	(1,250)	0%	0%	1,250	1,250	-	100%
Total 7005 - Other Recreation Programs	-	-	-	1,250	-	(1,250)	0%	0%	1,250	1,250	-	100%
7010 - Grist Mill												
7010-1 - Grist Mill - Supplies, Maint.	-	-	20	850	20	(830)	2%	3%	850	850	-	100%
7010-2 - Grist Mill-Elevator Maintenance	188	188	4,327	7,443	4,703	(2,740)	63%	25%	7,443	7,443	-	100%
7010-3 - Grist Mill - Heat, Light	471	509	443	7,850	1,423	(6,427)	18%	24%	7,850	7,850	-	100%
7010-5 - Grist Mill - Janitor- Salaries	-	-	-	7,020	-	(7,020)	0%	27%	7,020	7,020	-	100%
Total 7010 - Grist Mill	659	697	4,790	23,163	6,146	(17,017)	27%	24%	23,163	23,163	-	100%
7012 - Historical Museum												
7012-1 - Salary	-	-	-	1,930	-	(1,930)	0%	18%	1,930	1,930	-	100%
7012-14 - Sprague Historical Society	-	-	-	200	-	(200)	0%	0%	200	200	-	100%
Total 7012 - Historical Museum	-	-	-	2,130	-	(2,130)	0%	17%	2,130	2,130	-	100%
7015 - Library												
7015-1 - Library - Librarian Assistant-1	-	-	222	12,996	222	(12,774)	2%	24%	12,996	12,996	-	100%
7015-10 - Library - Director	3,326	1,969	2,637	28,160	7,932	(20,228)	28%	24%	28,160	28,160	-	100%
7015-11 - Library - Programs	-	-	-	2,500	-	(2,500)	0%	13%	2,500	2,500	-	100%
7015-12 - Professional Fees	-	-	-	500	-	(500)	0%	0%	500	500	-	100%
7015-13 - Library-St Lib CT Membership	-	-	-	550	-	(550)	0%	64%	550	550	-	100%
7015-2 - Library - Books	-	55	338	4,500	393	(4,107)	9%	8%	4,500	4,500	-	100%
7015-3 - Library - Sup./Misc.	-	-	406	2,054	406	(1,648)	20%	4%	2,054	2,054	-	100%
7015-4 - Library - Library Assistant - 3	-	188	475	12,996	663	(12,333)	5%	22%	12,996	12,996	-	100%
7015-5 - Librarian Assistant - 5	-	-	132	5,500	132	(5,368)	2%	9%	5,500	5,500	-	100%
7015-6 - Library - Librarian Assistant-2	434	381	488	12,320	1,303	(11,017)	11%	27%	12,320	12,320	-	100%
Total 7015 - Library	3,760	2,593	4,698	82,076	11,051	(71,025)	13%	20%	82,076	82,076	-	100%
7100 - Miscellaneous												
7100-10 - Newsletter- Salary	50	-	-	600	50	(550)	8%	25%	600	600	-	100%
7100-11 - Bank Fees	43	-	-	-	43	43	100%	100%	43	-	43	100%
7100-12 - Newsletter - Misc.	-	-	24	2,000	24	(1,976)	1%	20%	2,000	2,000	-	100%
7100-2 - War Mem./Lords Bridge Gazebo	48	47	47	675	142	(533)	21%	25%	675	675	-	100%
7100-3 - Cemeteries, Vets Graves	-	-	-	700	-	(700)	0%	0%	700	700	-	100%
7100-4 - Contingent Fund	53	-	1,000	3,000	1,053	(1,947)	35%	31%	3,000	3,000	-	100%
7100-5 - Memorial Day Celebration	-	-	-	1,000	-	(1,000)	0%	0%	1,000	1,000	-	100%
7100-6 - Legal Ads	-	512	1,664	13,000	2,176	(10,824)	17%	50%	13,000	13,000	-	100%
7100-8 - Unemployment Compensation	2,386	-	3,108	-	5,494	5,494	100%	0%	5,494	-	5,494	100%
Total 7100 - Miscellaneous	2,580	559	5,843	20,975	8,982	(11,993)	43%	34%	26,512	20,975	5,537	126%
7150 - Sewer & Water Dept.												
7150-1 - Water & Sewer Public Services	-	-	1,723	8,500	1,723	(6,777)	20%	31%	8,500	8,500	-	100%
Total 7150 - Sewer & Water Dept.	-	-	1,723	8,500	1,723	(6,777)	20%	31%	8,500	8,500	-	100%
7200 - Office Machines/Sup/Mnt.												
7200-1 - Office Mach/Sup/Mnt -Town Clerk	1,434	1,573	-	9,850	3,007	(6,843)	31%	48%	9,850	9,850	-	100%
7200-10 - Fixed Asset Inventory	-	1,323	-	1,203	1,323	120	110%	116%	1,323	1,203	120	110%
7200-2 - Office Mach/Sup/Mnt.- Tax Coll.	5,105	2,392	-	9,031	7,497	(1,534)	83%	96%	9,031	9,031	-	100%
7200-3 - Office Mach/Sup/Mnt.- Assessor	12,730	-	-	12,317	12,730	413	103%	100%	12,730	12,317	413	103%
7200-4 - Office Mach/Sup/Mnt-Select/Trea	75	-	55	1,000	130	(870)	13%	23%	1,000	1,000	-	100%
7200-5 - Office Machines - Equip.Mnt.	138	1,344	16	7,000	1,498	(5,502)	21%	44%	7,000	7,000	-	100%
7200-6 - Office MachSupp-ServSupp	-	5,000	-	5,000	5,000	-	100%	100%	5,000	5,000	-	100%
7200-7 - Paychex Services	286	199	223	3,200	708	(2,492)	22%	21%	3,200	3,200	-	100%
7200-8 - Off.Mach/Sup/Mnt-Library Suppor	1,926	350	-	4,124	2,276	(1,848)	55%	57%	4,124	4,124	-	100%
7200-9 - Off.Mach/Sup/Mnt.-Mail System	-	-	-	708	-	(708)	0%	25%	708	708	-	100%
Total 7200 - Office Machines/Sup/Mnt.	21,694	12,181	294	53,433	34,169	(19,264)	64%	71%	53,966	53,433	533	101%
7300 - Interest Payments - Bonds												
7300-14 - 2005 Bonds, Land Purchase, Rds	-	-	12,375	24,750	12,375	(12,375)	50%	50%	24,750	24,750	-	100%
7300-15 - 2009 Bond-Roads, Roof, Fire App,A	-	-	-	19,200	-	(19,200)	0%	0%	19,200	19,200	-	100%
7300-16 - 2013 Bonds-Variou Purposes	-	61,338	-	115,675	61,338	(54,337)	53%	53%	115,675	115,675	-	100%
Total 7300 - Interest Payments - Bonds	-	61,338	12,375	159,625	73,713	(85,912)	46%	45%	159,625	159,625	-	100%
7305 - Redemption of Debt-Principal												
7305-14 - 2005 Bonds, Land Purchase, Rds	-	-	-	85,000	-	(85,000)	0%	0%	85,000	85,000	-	100%
7305-15 - 2009 Bond-Roads, Roof, FireApp,AD	-	-	-	110,000	-	(110,000)	0%	0%	110,000	110,000	-	100%
7305-16 - 2013 Bonds Various Purposes	-	350,000	-	350,000	350,000	-	100%	100%	350,000	350,000	-	100%
7305-17 - Note Payment	-	-	186,839	185,000	186,839	1,839	101%	100%	185,000	185,000	-	100%

Town of Sprague
BOF Budget vs. Actual
with YE estimated totals
July through September 2020

	Three-Month Totals			Current Year Totals				Comparison	Estimated Year-End Totals			
	July 2020	August 2020	Sept 2020	Budget	Year to Date	\$ Remaining	% of Budget	Same Period PY %	Year-End Est.	Budget	\$ Remaining	% of Budget
Total 7305 - Redemption of Debt-Principal	-	350,000	186,839	730,000	536,839	(193,161)	74%	70%	730,000	730,000	-	100%
7360 - Operating Transfers CNR Fund	-	-	-	22,000	-	(22,000)	0%	0%	22,000	22,000	-	100%
7500 - Board of Education	133,313	282,534	539,063	6,688,595	954,910	(5,733,685)	14%	17%	6,688,595	6,688,595	-	100%
Total Expense	329,386	813,887	868,300	9,550,862	2,011,573	(7,539,289)	21%	23%	9,556,932	9,550,862	6,070	100%
Net Ordinary Income		(480,335)	(226,634)	40,846	1,525,295	1,484,449			42,842	40,846	1,996	105%
Net Income	2,232,264	(480,335)	(226,634)	40,846	1,525,295	1,484,449			42,842	40,846	1,996	105%
Summary	July 2020	August 2020	Sept 2020	Current Year Totals				Same Period PY %	Estimated Year-End Totals			
Board of Selectmen Expenditures	\$ 196,073	\$ 531,353	\$ 329,237	\$ 2,862,267	\$ 1,056,663	\$ (1,805,604)	37%	37%	\$ 2,868,337	\$ 2,862,267	\$ 6,070	100%
Board of Education Expenditures	\$ 133,313	\$ 282,534	\$ 539,063	\$ 6,688,595	\$ 954,910	\$ (5,733,685)	14%	17%	\$ 6,688,595	\$ 6,688,595	\$ -	100%
Total Expenditures	\$ 329,386	\$ 813,887	\$ 868,300	\$ 9,550,862	\$ 2,011,573	\$ (7,539,289)	21%	23%	\$ 9,556,932	\$ 9,550,862	\$ 6,070	98%

SPRAGUE BOARD OF EDUCATION

BOE Budget v. Actual

For Fiscal Year 2020-2021

Year to Date 6/30/2021

	Approved Budget	Current Mo. Budget Trf	Prior YTD Budget Trfs	Revised Budget	Year to Date Actual	Encumbered/Or dered	Total Expenditures	Variance	% Spent
1000-Regular Instruction									
1000.51110. Wages Paid to Teachers - Regular Ed	1,099,543.00	0.00	0.00	1,099,543.00	155,421.43	0.00	155,421.43	944,121.57	14.14
1000.51120. Wages Paid to Instructional Aides - Regular Ed	44,531.00	0.00	0.00	44,531.00	6,195.48	0.00	6,195.48	38,335.52	13.91
1000.52100. Group Life Insurance - Regular	705.00	0.00	0.00	705.00	236.26	0.00	236.26	468.74	33.51
1000.52200. FICA/Medicare Employer - Regular Ed	20,749.00	0.00	0.00	20,749.00	2,633.68	0.00	2,633.68	18,115.32	12.69
1000.52500. Tuition Reimbursement	10,000.00	0.00	0.00	10,000.00	2,044.80	0.00	2,044.80	7,955.20	20.45
1000.52800. Health Insurance - Regular	269,065.00	0.00	0.00	269,065.00	59,227.56	0.00	59,227.56	209,837.44	22.01
1000.53200. Substitutes - Regular Education	12,000.00	0.00	0.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00
1000.53230. Purchased Pupil Services	1,250.00	0.00	0.00	1,250.00	0.00	0.00	0.00	1,250.00	0.00
1000.54420. Equipment Leasing	21,064.00	0.00	0.00	21,064.00	2,055.97	15,797.94	17,853.91	3,210.09	84.76
1000.56100. General Supplies - Regular Education	7,000.00	0.00	0.00	7,000.00	314.32	13.98	328.30	6,671.70	4.69
1000.56110. Instructional Supplies - Regular Education	3,000.00	0.00	0.00	3,000.00	1,001.50	13.97	1,015.47	1,984.53	33.85
1000.56400. Workbooks/Disposables	10,000.00	0.00	0.00	10,000.00	283.58	0.00	283.58	9,716.42	2.84
1000.56410. Textbooks	3,000.00	0.00	0.00	3,000.00	664.80	335.60	1,000.40	1,999.60	33.35
1000.56501. Ink and Toner	8,000.00	0.00	0.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00
1000.58100. Dues & Fees	9,553.00	0.00	0.00	9,553.00	0.00	0.00	0.00	9,553.00	0.00
Total	1,519,460.00	0.00	0.00	1,519,460.00	230,079.38	16,161.49	246,240.87	1,273,219.13	16.21
1200-Special Education									
1200.51110. Wages Paid to Teachers - SPED	316,899.00	0.00	0.00	316,899.00	61,415.41	0.00	61,415.41	255,483.59	19.38
1200.51120. Wages Paid to Instructional Aides - SPED	229,662.00	0.00	0.00	229,662.00	23,107.23	0.00	23,107.23	206,554.77	10.06
1200.51901. Wages Paid - Other Non Certified Staff - SPED	84,549.00	0.00	0.00	84,549.00	16,966.74	0.00	16,966.74	67,582.26	20.07
1200.52100. Group Life Insurance - SPED	891.00	0.00	0.00	891.00	268.77	0.00	268.77	622.23	30.16
1200.52200. FICA/Medicare Employer - SPED	31,891.00	0.00	0.00	31,891.00	3,853.39	0.00	3,853.39	28,037.61	12.08
1200.52300. Pension Contributions	3,382.00	0.00	0.00	3,382.00	1,170.70	0.00	1,170.70	2,211.30	34.62
1200.52800. Health Insurance	228,432.00	0.00	0.00	228,432.00	42,121.30	0.00	42,121.30	186,310.70	18.44
1200.53200. Substitutes - SPED	10,000.00	0.00	0.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00
1200.53230. Purchased Pupil Services	29,000.00	0.00	0.00	29,000.00	(2,902.50)	9,129.00	6,226.50	22,773.50	21.47
1200.53300. Other Prof/Tech Services	2,500.00	0.00	0.00	2,500.00	660.00	0.00	660.00	1,840.00	26.40
1200.55800. Travel Reimbursement	1,200.00	0.00	0.00	1,200.00	0.00	0.00	0.00	1,200.00	0.00
1200.56100. General Supplies - Special Education	1,000.00	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
1200.56110. Instructional Supplies - SPED	1,000.00	0.00	0.00	1,000.00	1,329.64	355.06	1,684.70	(684.70)	168.47
1200.56400. Workbooks/Disposables	500.00	0.00	0.00	500.00	0.00	544.54	544.54	(44.54)	108.91
1200.58100. Dues & Fees	760.00	0.00	0.00	760.00	0.00	0.00	0.00	760.00	0.00
Total	941,666.00	0.00	0.00	941,666.00	147,990.68	10,028.60	158,019.28	783,646.72	16.78
1300-Adult Education - Cooperative									
1300.55690. Tuition - Adult Cooperative	16,050.00	0.00	0.00	16,050.00	(11,305.00)	0.00	(11,305.00)	27,355.00	(70.44)
Total	16,050.00	0.00	0.00	16,050.00	(11,305.00)	0.00	(11,305.00)	27,355.00	(70.44)

SPRAGUE BOARD OF EDUCATION

BOE Budget v. Actual

For Fiscal Year 2020-2021

Year to Date 6/30/2021

	Approved Budget	Current Mo. Budget Trf	Prior YTD Budget Trfs	Revised Budget	Year to Date Actual	Encumbered/Or dered	Total Expenditures	Variance	% Spent
1500-Stipends - Extra Curricular									
1500.51930. Extra Curricular Stipends Paid	11,809.00	0.00	0.00	11,809.00	0.00	0.00	0.00	11,809.00	0.00
Total	11,809.00	0.00	0.00	11,809.00	0.00	0.00	0.00	11,809.00	0.00
1600-Summer School									
1600.51110. Wages Paid to Teachers - Summer School	1,310.00	0.00	0.00	1,310.00	0.00	0.00	0.00	1,310.00	0.00
1600.51120. Wages Paid to Inst Aides - Summer School	950.00	0.00	0.00	950.00	0.00	0.00	0.00	950.00	0.00
1600.51901. Wages Paid - Other Non-Cert - Summer School	1,430.00	0.00	0.00	1,430.00	0.00	0.00	0.00	1,430.00	0.00
1600.52200. FICA/Medicare Employer - Summer School	200.00	0.00	0.00	200.00	0.00	0.00	0.00	200.00	0.00
Total	3,890.00	0.00	0.00	3,890.00	0.00	0.00	0.00	3,890.00	0.00
1700-Tutoring									
1700.000100.51110. Wages Paid to Teacher Tutors - Reg Ed	4,000.00	0.00	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00
1700.000100.52200. FICA/Medicare Employer - Reg Ed	700.00	0.00	0.00	700.00	0.00	0.00	0.00	700.00	0.00
1700.000100.53230. Purchased Pupil Services - Reg Ed	6,000.00	0.00	0.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00
1700.000200.51120. Wages Paid to Inst Aide Tutors - Spec Ed	8,000.00	0.00	0.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00
1700.000200.53230. Purchased Pupil Services - Spec Ed	0.00	0.00	0.00	0.00	0.00	806.00	806.00	(806.00)	0.00
Total	18,700.00	0.00	0.00	18,700.00	0.00	806.00	806.00	17,894.00	4.31
1800-Stipends - Sports Teams									
1800.51930. Sports Teams Stipends Paid	16,283.00	0.00	0.00	16,283.00	0.00	0.00	0.00	16,283.00	0.00
1800.52200. FICA/Medicare Employer	1,245.00	0.00	0.00	1,245.00	0.00	0.00	0.00	1,245.00	0.00
1800.53540. Sports Officials	3,570.00	0.00	0.00	3,570.00	0.00	0.00	0.00	3,570.00	0.00
Total	21,098.00	0.00	0.00	21,098.00	0.00	0.00	0.00	21,098.00	0.00
2110-Social Work Services									
2110.51900. Wages Paid - Social Worker	64,463.00	0.00	0.00	64,463.00	8,790.65	0.00	8,790.65	55,672.35	13.64
2110.52100. Group Life Insurance - Social Worker	38.00	0.00	0.00	38.00	8.16	0.00	8.16	29.84	21.47
2110.52200. FICA/Medicare Employer - Social Worker	935.00	0.00	0.00	935.00	127.47	0.00	127.47	807.53	13.63
2110.52800. Health Insurance - Social Worker	1,410.00	0.00	0.00	1,410.00	0.00	0.00	0.00	1,410.00	0.00
2110.56100. Supplies	200.00	0.00	0.00	200.00	0.00	0.00	0.00	200.00	0.00
Total	67,046.00	0.00	0.00	67,046.00	8,926.28	0.00	8,926.28	58,119.72	13.31
2130-Health Office									
2130.51901. Wages Paid - School Nurse	76,050.00	0.00	0.00	76,050.00	15,745.67	0.00	15,745.67	60,304.33	20.70
2130.51910. Wages Paid - Nurse Substitutes	4,000.00	0.00	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00
2130.51930. Nursing Stipends Paid	2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
2130.52100. Group Life Insurance - Health Office	76.00	0.00	0.00	76.00	25.20	0.00	25.20	50.80	33.16
2130.52200. FICA/Medicare Employer - Health	8,078.00	0.00	0.00	8,078.00	1,193.50	0.00	1,193.50	6,884.50	14.77

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2130.52800. Health Insurance - Health Office	10,933.00	0.00	0.00	10,933.00	2,513.91	0.00	2,513.91	8,419.09	22.99
2130.53230. Purchased Pupil Services	585.00	0.00	0.00	585.00	0.00	439.50	439.50	145.50	75.13
2130.54300. Repairs & Maint Equipment	200.00	0.00	0.00	200.00	0.00	0.00	0.00	200.00	0.00
2130.55800. Conference/Travel - Health Office	700.00	0.00	0.00	700.00	0.00	0.00	0.00	700.00	0.00
2130.56100. Supplies	2,400.00	0.00	0.00	2,400.00	445.00	0.00	445.00	1,955.00	18.54
2130.56430. Professional Periodicals	100.00	0.00	0.00	100.00	27.00	0.00	27.00	73.00	27.00
2130.58100. Dues & Fees	600.00	0.00	0.00	600.00	110.00	0.00	110.00	490.00	18.33
Total	105,722.00	0.00	0.00	105,722.00	20,060.28	439.50	20,499.78	85,222.22	19.39
2140-Psychological Services									
2140.51900. Wages Paid - School Psychologist	50,323.00	0.00	0.00	50,323.00	6,862.23	0.00	6,862.23	43,460.77	13.64
2140.52100. Group Life Insurance - Psychologist	38.00	0.00	0.00	38.00	12.60	0.00	12.60	25.40	33.16
2140.52200. FICA/Medicare Employer - Psychologist	730.00	0.00	0.00	730.00	95.43	0.00	95.43	634.57	13.07
2140.52800. Health Insurance	10,090.00	0.00	0.00	10,090.00	2,330.93	0.00	2,330.93	7,759.07	23.10
2140.53230. Purchased Pupil Services	2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
2140.56100. Assessment Supplies	2,000.00	0.00	0.00	2,000.00	819.00	0.00	819.00	1,181.00	40.95
2140.56110. Instructional Supplies - Psychologist	200.00	0.00	0.00	200.00	0.00	0.00	0.00	200.00	0.00
Total	65,381.00	0.00	0.00	65,381.00	10,120.19	0.00	10,120.19	55,260.81	15.48
2150-Speech & Audiology Services									
2150.53230. Purchased Pupil Services	63,389.00	0.00	0.00	63,389.00	8,113.76	55,275.00	63,388.76	0.24	100.00
2150.56100. Supplies	775.00	0.00	0.00	775.00	0.00	0.00	0.00	775.00	0.00
Total	64,164.00	0.00	0.00	64,164.00	8,113.76	55,275.00	63,388.76	775.24	98.79
2160-PT/OT Services									
2210-Improvement of Instruction									
2210.53220. In Service	4,000.00	0.00	0.00	4,000.00	890.00	0.00	890.00	3,110.00	22.25
2210.55800. Conference/Travel - Professional Development	6,000.00	0.00	0.00	6,000.00	350.00	0.00	350.00	5,650.00	5.83
2210.56100. Supplies	2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
Total	12,000.00	0.00	0.00	12,000.00	1,240.00	0.00	1,240.00	10,760.00	10.33
2220-Library/Media Services									
2230-Technology									
2230.51901. Wages Paid - Technology Staff	12,314.00	0.00	0.00	12,314.00	2,782.51	0.00	2,782.51	9,531.49	22.60
2230.52100. Group Life Insurance - Technology	8.00	0.00	0.00	8.00	2.52	0.00	2.52	5.48	31.50
2230.52200. FICA/Medicare Employer - Technology	942.00	0.00	0.00	942.00	210.65	0.00	210.65	731.35	22.36
2230.52300. Pension Contributions - Technology	492.00	0.00	0.00	492.00	170.49	0.00	170.49	321.51	34.65
2230.52800. Health Insurance - Technology	2,187.00	0.00	0.00	2,187.00	502.79	0.00	502.79	1,684.21	22.99

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2230.53520. Other Technical Services	74,160.00	0.00	0.00	74,160.00	34,303.75	39,856.25	74,160.00	0.00	100.00
2230.56100. Supplies	500.00	0.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00
2230.56500. Technology Supplies	2,000.00	0.00	0.00	2,000.00	552.00	0.00	552.00	1,448.00	27.60
2230.57340. Technology Hardware - Instructional	1,000.00	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
2230.57341. Technology Hardware - Non-Instructional	3,000.00	0.00	0.00	3,000.00	514.96	0.00	514.96	2,485.04	17.17
2230.57350. Software - Instructional	12,725.00	0.00	0.00	12,725.00	2,050.00	0.00	2,050.00	10,675.00	16.11
2230.57351. Software - Non-Instructional	25,920.00	0.00	0.00	25,920.00	460.00	990.00	1,450.00	24,470.00	5.59
Total	135,248.00	0.00	0.00	135,248.00	41,549.67	40,846.25	82,395.92	52,852.08	60.92
2310-Board of Education									
2310.51901. Wages Paid - Non-Certified - BOE Admin Office	12,000.00	0.00	0.00	12,000.00	2,675.84	0.00	2,675.84	9,324.16	22.30
2310.52100. Group Life Insurance - BOE Office	8.00	0.00	0.00	8.00	2.52	0.00	2.52	5.48	31.50
2310.52200. FICA/Medicare Employer - BOE Office	918.00	0.00	0.00	918.00	198.91	0.00	198.91	719.09	21.67
2310.52300. Pension Contributions - BOE Office	480.00	0.00	0.00	480.00	166.15	0.00	166.15	313.85	34.61
2310.52600. Unemployment Compensation - BOE Office	3,000.00	0.00	0.00	3,000.00	423.04	0.00	423.04	2,576.96	14.10
2310.52700. Workers' Compensation - BOE Office	23,527.00	0.00	0.00	23,527.00	10,765.17	10,765.50	21,530.67	1,996.33	91.51
2310.52800. Health Insurance - BOE Office	5,799.00	0.00	0.00	5,799.00	1,342.31	0.00	1,342.31	4,456.69	23.15
2310.53020. Legal Services - BOE Office	25,825.00	0.00	0.00	25,825.00	0.00	0.00	0.00	25,825.00	0.00
2310.55200. Property/Liability Insurance - BOE Office	20,244.00	0.00	0.00	20,244.00	10,319.00	9,071.00	19,390.00	854.00	95.78
2310.55400. Advertising - BOE Office	500.00	0.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00
2310.55800. Conference/Travel - BOE Office	300.00	0.00	0.00	300.00	25.00	0.00	25.00	275.00	8.33
2310.56100. Supplies - BOE Office	1,400.00	0.00	0.00	1,400.00	790.02	0.00	790.02	609.98	56.43
2310.58100. Dues & Fees - BOE Office	2,416.00	0.00	0.00	2,416.00	13.25	0.00	13.25	2,402.75	0.55
2310.58900. Graduation Costs - BOE Office	1,000.00	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
Total	97,417.00	0.00	0.00	97,417.00	26,721.21	19,836.50	46,557.71	50,859.29	47.79
2320-Superintendents Office									
2320.51900. Wages Paid - Superintendent	75,500.00	0.00	0.00	75,500.00	24,600.00	0.00	24,600.00	50,900.00	32.58
2320.51901. Wages Paid - Non-Certified - Supt Admin Office	12,000.00	0.00	0.00	12,000.00	2,675.84	0.00	2,675.84	9,324.16	22.30
2320.52100. Group Life Insurance - Superintendent Office	134.00	0.00	0.00	134.00	2.52	0.00	2.52	131.48	1.88
2320.52200. FICA/Medicare Employer - Superintendent	2,049.00	0.00	0.00	2,049.00	555.61	0.00	555.61	1,493.39	27.12
2320.52300. Pension Contributions - Superintendent's Office	480.00	0.00	0.00	480.00	166.15	0.00	166.15	313.85	34.61
2320.52800. Health Insurance - Superintendent's Office	5,799.00	0.00	0.00	5,799.00	1,342.31	0.00	1,342.31	4,456.69	23.15
2320.55800. Conference/Travel - Superintendent's Office	1,000.00	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
2320.56100. Supplies - Superintendent's Office	300.00	0.00	0.00	300.00	0.00	0.00	0.00	300.00	0.00
2320.58100. Dues & Fees - Superintendent's Office	1,561.00	0.00	0.00	1,561.00	450.00	0.00	450.00	1,111.00	28.83
Total	98,823.00	0.00	0.00	98,823.00	29,792.43	0.00	29,792.43	69,030.57	30.15
2400-School Administration Office									
2400.51900. Wages Paid - Principal	120,000.00	0.00	0.00	120,000.00	24,378.60	0.00	24,378.60	95,621.40	20.32

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2400.51901. Wages Paid - Non-Certified - School Administration	59,839.00	0.00	0.00	59,839.00	11,401.12	0.00	11,401.12	48,437.88	19.05
2400.52100. Group Life Insurance - School Administration Office	164.00	0.00	0.00	164.00	50.40	0.00	50.40	113.60	30.73
2400.52200. FICA/Medicare Employer - School Administration	5,137.00	0.00	0.00	5,137.00	1,168.71	0.00	1,168.71	3,968.29	22.75
2400.52300. Pension Contributions - School Admin Office	1,811.00	0.00	0.00	1,811.00	208.95	0.00	208.95	1,602.05	11.54
2400.52800. Health Insurance - School Administration Office	31,957.00	0.00	0.00	31,957.00	6,659.93	0.00	6,659.93	25,297.07	20.84
2400.53300. Other Prof/Tech Services	2,000.00	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
2400.55301. Postage	3,500.00	0.00	0.00	3,500.00	314.59	0.00	314.59	3,185.41	8.99
2400.55800. Conference/Travel - School Administration Office	750.00	0.00	0.00	750.00	0.00	0.00	0.00	750.00	0.00
2400.56100. Supplies	2,500.00	0.00	0.00	2,500.00	24.45	254.15	278.60	2,221.40	11.14
2400.58100. Dues & Fees - School Administration	1,014.00	0.00	0.00	1,014.00	955.00	0.00	955.00	59.00	94.18
Total	228,672.00	0.00	0.00	228,672.00	45,161.75	254.15	45,415.90	183,256.10	19.86
2510-Business Office									
2510.51901. Wages Paid - Non Certified - Business Office	89,623.00	0.00	0.00	89,623.00	21,997.73	0.00	21,997.73	67,625.27	24.54
2510.52100. Group Life Insurance - Business Office	68.00	0.00	0.00	68.00	22.68	0.00	22.68	45.32	33.35
2510.52200. FICA/Medicare Employer - Business Office	6,856.00	0.00	0.00	6,856.00	1,674.09	0.00	1,674.09	5,181.91	24.42
2510.52300. Pension Contributions - Business Office	1,970.00	0.00	0.00	1,970.00	681.99	0.00	681.99	1,288.01	34.62
2510.52800. Health Insurance - Business Office	8,746.00	0.00	0.00	8,746.00	2,011.15	0.00	2,011.15	6,734.85	23.00
2510.53300. Other Prof/Tech Services - Business Office	15,000.00	0.00	0.00	15,000.00	2,601.24	0.00	2,601.24	12,398.76	17.34
2510.53410. Audit/Accounting Services - Business Office	25,750.00	0.00	0.00	25,750.00	563.60	0.00	563.60	25,186.40	2.19
2510.55800. Conference/Travel - Business Office	300.00	0.00	0.00	300.00	0.00	0.00	0.00	300.00	0.00
2510.56100. Supplies - Business Office	1,000.00	0.00	0.00	1,000.00	79.99	0.00	79.99	920.01	8.00
Total	149,313.00	0.00	0.00	149,313.00	29,632.47	0.00	29,632.47	119,680.53	19.85
2600-Building & Grounds									
2600.51901. Wages Paid - Building Maintenance	110,603.00	0.00	0.00	110,603.00	26,321.73	0.00	26,321.73	84,281.27	23.80
2600.52100. Group Life Insurance - Maintenance Department	76.00	0.00	0.00	76.00	33.36	0.00	33.36	42.64	43.89
2600.52200. FICA/Medicare Employer - Maintenance	8,576.00	0.00	0.00	8,576.00	2,002.59	0.00	2,002.59	6,573.41	23.35
2600.52300. Pension Contributions - Maintenance Office	3,451.00	0.00	0.00	3,451.00	1,191.34	0.00	1,191.34	2,259.66	34.52
2600.52800. Health Insurance - Maintenance	18,807.00	0.00	0.00	18,807.00	2,513.91	0.00	2,513.91	16,293.09	13.37
2600.54010. Purchased Property Services	23,075.00	0.00	0.00	23,075.00	8,290.14	16,534.29	24,824.43	(1,749.43)	107.58
2600.54101. Rubbish Removal	7,935.00	0.00	0.00	7,935.00	1,822.85	5,951.04	7,773.89	161.11	97.97
2600.54300. Equipment Repairs & Maint	5,000.00	0.00	0.00	5,000.00	384.35	0.00	384.35	4,615.65	7.69
2600.54301. Building Repairs & Maint	5,000.00	0.00	0.00	5,000.00	1,673.83	0.00	1,673.83	3,326.17	33.48
2600.54411. Water	2,500.00	0.00	0.00	2,500.00	317.02	1,875.00	2,192.02	307.98	87.68
2600.54412. Sewer	1,700.00	0.00	0.00	1,700.00	132.80	1,275.00	1,407.80	292.20	82.81
2600.55300. Communications - Telephone & Internet	11,000.00	0.00	0.00	11,000.00	6,324.92	6,422.00	12,746.92	(1,746.92)	115.88
2600.55800. Conference/Travel - Building Maintenance	100.00	0.00	0.00	100.00	0.00	0.00	0.00	100.00	0.00

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2600.56100. General Supplies - Maintenance Department	16,000.00	0.00	0.00	16,000.00	3,423.02	0.00	3,423.02	12,576.98	21.39
2600.56220. Electricity	60,550.00	0.00	0.00	60,550.00	13,940.16	45,412.51	59,352.67	1,197.33	98.02
2600.56230. Liquid Propane	11,000.00	0.00	0.00	11,000.00	0.00	0.00	0.00	11,000.00	0.00
2600.56240. Heating Oil	16,976.00	0.00	0.00	16,976.00	0.00	11,547.36	11,547.36	5,428.64	68.02
2600.56260. Gasoline	400.00	0.00	0.00	400.00	489.19	0.00	489.19	(89.19)	122.30
Total	302,749.00	0.00	0.00	302,749.00	68,861.21	89,017.20	157,878.41	144,870.59	52.15
2700-Student Transportation									
2700.55100. Contracted Pupil Transp Reg	375,949.00	0.00	0.00	375,949.00	68,291.90	308,717.48	377,009.38	(1,060.38)	100.28
2700.55108. Contracted Pupil Transp Spec Ed HS	112,250.00	0.00	0.00	112,250.00	309.00	89,636.00	89,945.00	22,305.00	80.13
2700.55109. Contracted Pupil Transp Spec Ed Elem\Summer School	55,000.00	0.00	0.00	55,000.00	750.00	37,530.00	38,280.00	16,720.00	69.60
2700.55150. Contracted Pupil Transp Athletics/Ext Curr	8,775.00	0.00	0.00	8,775.00	0.00	0.00	0.00	8,775.00	0.00
2700.55151. Contracted Pupil Transp Field Trips	2,500.00	0.00	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00
2700.56260. Gasoline	35,000.00	0.00	0.00	35,000.00	1,626.16	0.00	1,626.16	33,373.84	4.65
Total	589,474.00	0.00	0.00	589,474.00	70,977.06	435,883.48	506,860.54	82,613.46	85.99
6000-HS Tuition									
6000.000100.55610. Tuition - HS Regular Ed - public schools	1,297,758.00	0.00	0.00	1,297,758.00	354,923.32	709,846.64	1,064,769.96	232,988.04	82.05
6000.000200.55610. Tuition - HS Special Ed - public schools	572,941.00	0.00	0.00	572,941.00	0.00	20,224.71	20,224.71	552,716.29	3.53
6000.000200.55630. Tuition - HS Special Ed - private schools	175,688.00	0.00	0.00	175,688.00	35,017.32	250,193.83	285,211.15	(109,523.15)	162.34
Total	2,046,387.00	0.00	0.00	2,046,387.00	389,940.64	980,265.18	1,370,205.82	676,181.18	66.96
6100-Elementary Tuition									
6100.55631. Tuition - Elem Special Ed - private schools	147,899.00	0.00	0.00	147,899.00	7,805.00	129,290.00	137,095.00	10,804.00	92.70
6100.55660. Tuition - Elem Magnet Schools	45,627.00	0.00	0.00	45,627.00	0.00	82,932.00	82,932.00	(37,305.00)	181.76
Total	193,526.00	0.00	0.00	193,526.00	7,805.00	212,222.00	220,027.00	(26,501.00)	113.69
Total Expenditures	\$ 6,688,595.00	\$ 0.00	\$ 0.00	\$ 6,688,595.00	\$ 1,125,667.01	\$ 1,861,035.35	\$ 2,986,702.36	\$ 3,701,892.64	\$ 44.65

**MEMORANDUM
MUNICIPAL ACCOUNTABILITY REVIEW BOARD**

To: Municipal Accountability Review Board
From: Julian Freund, OPM
Subject: Update on West Haven Subcommittee
Date: October 29, 2020

The West Haven Subcommittee last met on October 20, 2020. In addition to several routine updates, the Subcommittee received information regarding the projected savings potential from transitioning Board of Education employees to the State Partnership health insurance plan.

Update on Corrective Action Plan: City staff updated the Subcommittee on the status of each of the items in the corrective action plan. Based on the City's latest update, nine prior year findings appear to be resolved. Up to six items may carry forward into the next audit report. Among the open items are remedies to address a finding regarding bidding documentation and processes. The Subcommittee discussed the status of a Purchasing position which was funded to be filled January 1, 2021. An internal employee has been identified for the position and is currently working in Payroll. They will remain in Payroll until the ADP project has been implemented and then transition to the Purchasing role. The Subcommittee also discussed the status of steps to address the Student Activities Fund. The Board of Education will be seeking software to manage the Student Activities Fund.

Update on Status of FY 2020 Close and Audit Process: The City reported that the auditors have begun their onsite testing. Some data from external sources has just been received, including IBNR for heart & hypertension and workers compensation, while some data is still outstanding, such as OPEB information. The City anticipates meeting the 12/31/20 deadline for submittal of the audit.

Update on HR Action Plan: The City suggested that almost all of the corrective actions in the HR Action Plan have been completed. The City also reported on the status of the ADP implementation project. The system is projected to go live in December. Open issues include establishing how employee time will be captured for different employees, whether by time clock, computer entry or mobile phone app. The Board of Education reported that they anticipate closing an item related to providing the vendor with benefit plan information within the week. The City reported that most of the other items related the HR Action Plan have been implemented and have been documented in a progress report.

Board of Education Health Insurance: The Subcommittee received a report prepared by Segal Consulting estimating potential savings that could be achieved by a transition of Board of Education employees to the State Partnership health plan. A presentation of the findings in the analysis will be provided at a subsequent subcommittee meeting. A recommendation from the BOE and City regarding whether to transition to the State Partnership plan will be finalized by the end of the calendar year. If the decision is made to transition some or all BOE groups to the Partnership, a transition plan should be completed by the end of February to allow time to make the change effective July 1, 2021.

City of West Haven

FY2021 3Mos Monthly Financial Report to
the Municipal Accountability Review Board



November 05, 2020



To: Municipal Accountability Review Board
 From: Frank M. Cieplinski
 Date: 10/27/2020
 Subject: City of West Haven Monthly Financial Report YTD September FY21

I) West Haven General Fund

A. Revenues

YTD operational revenues of \$54.862M are \$2.2M higher than the same period last year driven by tax collections. Licenses & Permits at \$489,642 are slightly above the average for the past four years of \$456,612. To date collections of the current year tax levy are at 51.50% of the year compared to 51.55% in FY20 and a 5 year average of 51.52%.

We continue to monitor the tax collection status. Although we hope it will not be needed, the City does have a history and process in place for Tax Lien Sales should collections fall in the back half of the year.

Revenue expectations are expected to be on budget for the year

GENERAL FUND : Revenue Comparisons FY18-FY21

\$ Millions Revenue Category	Fiscal 2018		Fiscal 2019		Fiscal 2020		Fiscal 2021	
	YTD	% of Yr	YTD	% of Yr	YTD	% of Yr	YTD	% of Yr
Property Taxes	46.759	49.20%	49.375	50.96%	50.303	51.04%	52.518	51.28%
Licenses & Permits	0.401	20.15%	0.678	34.54%	0.431	31.31%	0.490	30.71%
Fines And Penalties	0.092	28.98%	0.102	35.58%	0.094	39.91%	0.155	61.50%
Revenue From Use Of Money	0.017	8.12%	0.082	20.30%	0.102	27.39%	0.028	24.20%
Fed/State Grants - Non MARB	0.219	0.41%	0.523	0.98%	0.214	0.40%	0.595	1.12%
Charges For Services	0.257	22.46%	0.329	27.28%	0.229	24.03%	0.259	22.80%
Other Revenues	0.150	7.82%	0.125	5.90%	0.153	8.43%	0.104	5.68%
Other Financing Sources	1.171	87.19%	1.064	69.74%	1.110	100.00%	0.714	74.06%
	49.067	31.68%	52.277	33.16%	52.636	33.42%	54.862	33.98%

*Note : Does not reflect any MARB restructuring funds.

**CITY OF WEST HAVEN
REVENUE DETAIL REPORT
September 2020**

Variance favorable/(unfavorable)

Account Description	ACTUAL					FORECAST		
	FY21	Sep YTD	Sep YTD	Sep YTD %	FY20 YTD %	Projected	Sep YTD %	Δ to Budget
	Budget	Actual	FY20	Budget	Actual	FY21	Fcst	
Tax Levy - Current Year	99,826,283	52,025,772	50,016,970	52.1%	52.3%	99,826,283	52.1%	-
Motor Vehicle Supplement	1,261,000	37,882	42,207	3.0%	2.8%	1,261,000	3.0%	-
Tax Levy - Prior Years	412,000	266,237	34,114	64.6%	8.9%	412,000	64.6%	-
Tax Levy - Suspense	100,000	43,408	50,645	43.4%	32.4%	100,000	43.4%	-
Tax Interest - Current Year	476,100	40,113	81,698	8.4%	15.9%	476,100	8.4%	-
Tax Interest - Prior Years	220,500	63,526	24,452	28.8%	11.1%	220,500	28.8%	-
Tax Interest - Suspense	125,000	41,144	52,995	32.9%	31.5%	125,000	32.9%	-
41 Property Taxes	102,420,883	52,518,082	50,303,082	51.3%	51.0%	102,420,883	51.3%	-
Building Permits	1,075,000	376,348	247,060	35.0%	26.4%	1,075,000	35.0%	-
Electrical Permits	177,000	21,886	60,461	12.4%	38.9%	177,000	12.4%	-
Zoning Permits	100,000	17,100	30,705	17.1%	29.6%	100,000	17.1%	-
Health Licenses	80,300	45,805	27,911	57.0%	67.8%	80,300	57.0%	-
Plumbing & Heating Permits	105,300	17,240	50,000	16.4%	51.6%	105,300	16.4%	-
Police & Protection Licenses	22,900	2,665	5,640	11.6%	24.1%	22,900	11.6%	-
Animal Licenses	15,400	3,233	2,018	21.0%	55.8%	15,400	21.0%	-
Excavation Permits	7,100	480	2,985	6.8%	30.4%	7,100	6.8%	-
City Clerk Fees	6,200	1,213	1,292	19.6%	23.8%	6,200	19.6%	-
Dog Pound Releases	300	-	-	0.0%	0.0%	300	0.0%	-
Marriage Licenses	3,800	3,260	3,000	85.8%	137.2%	3,800	85.8%	-
Sporting Licenses	250	152	105	60.8%	954.5%	250	60.8%	-
Alcoholic Beverage License	600	260	320	43.3%	28.2%	600	43.3%	-
42 Licenses & Permits	1,594,150	489,642	431,496	30.7%	31.3%	1,594,150	30.7%	-
Bldg Code Violations	-	191	-	n/a	0.0%	191	100.0%	191
Fines And Penalties	32,500	17,743	4,872	54.6%	10.3%	32,310	54.9%	(191)
Parking Tags	219,600	137,111	89,130	62.4%	48.4%	219,600	62.4%	-
43 Fines And Penalties	252,100	155,044	94,002	61.5%	39.9%	252,100	61.5%	-
Investment Income	100,000	9,226	91,271	9.2%	26.2%	98,441	9.4%	(1,559)
Rent from City Facilities	17,700	19,259	10,770	108.8%	44.3%	19,259	100.0%	1,559
44 Revenue From Use Of Money	117,700	28,485	102,041	24.2%	27.4%	117,700	24.2%	-
Educational Cost Sharing	45,140,487	-	-	0.0%	0.0%	45,140,487	0.0%	-
Health Services	60,000	-	-	0.0%	0.0%	60,000	0.0%	-
Pilot-Colleges & Hospitals	5,527,988	-	-	0.0%	0.0%	5,527,988	0.0%	-
Muni Revenue Sharing	147,516	-	-	0.0%	0.0%	147,516	0.0%	-
Prop Tax Relief - Elderly & Disabl	-	-	2,000	n/a	100.0%	-	n/a	-
Prop Tax Relief - Total Disab	5,000	-	-	0.0%	0.0%	5,000	0.0%	-
Prop Tax Relief - Veterans	127,400	-	-	0.0%	0.0%	127,400	0.0%	-
Pilot-State Owned Property	181,198	-	-	0.0%	0.0%	181,198	0.0%	-
Mashentucket Pequot Grant	807,097	-	-	0.0%	0.0%	807,097	0.0%	-
Town Aid Road	617,268	309,787	-	50.2%	0.0%	617,268	50.2%	-
Fed/State Miscellaneous Grants	122,000	129,113	60,629	105.8%	28.1%	129,113	100.0%	7,113
Telephone Access Grant	95,000	-	-	0.0%	0.0%	95,000	0.0%	-
SCCRWA-Pilot Grant	301,100	156,117	151,031	51.8%	50.0%	301,100	51.8%	-
45 Fed/State Grants	53,132,054	595,017	213,660	1.1%	0.4%	53,139,167	1.1%	7,113
Record Legal Instrument Fees	656,250	251,708	158,276	38.4%	23.3%	656,250	38.4%	-
Miscellaneous - Parks & Recreation	340,000	3,604	59,501	1.1%	35.3%	340,000	1.1%	-
Miscellaneous - General Gov't	84,800	931	7,603	1.1%	15.0%	84,800	1.1%	-
Miscellaneous - Public Works	37,900	5	425	0.0%	1.3%	37,900	0.0%	-
Police Charges	13,500	1,807	2,455	13.4%	13.9%	13,500	13.4%	-
All Other Public Works	3,000	779	545	26.0%	22.1%	3,000	26.0%	-
46 Charges For Services	1,135,450	258,832	228,804	22.8%	24.0%	1,135,450	22.8%	-
Fire Dept Share of ERS	864,558	-	-	0.0%	0.0%	864,558	0.0%	-
Yale Contribution	422,651	-	-	0.0%	0.0%	422,651	0.0%	-
Sale of Property	-	-	-	n/a	0.0%	-	n/a	-
Miscellaneous Revenue	195,300	2,633	5,486	1.3%	2.5%	188,187	1.4%	(7,113)
Pilot - Housing Authority	146,600	-	-	0.0%	0.0%	146,600	0.0%	-
Parking Meter Revenue	62,000	21,429	57,380	34.6%	77.9%	62,000	34.6%	-
Sewer Fee Collection Expenses	55,200	55,166	55,166	99.9%	100.0%	55,200	99.9%	-
Quigley/Yale Parking	43,603	10,901	10,901	25.0%	25.0%	43,603	25.0%	-
Insurance Reimbursement	26,400	12,884	23,808	48.8%	73.8%	26,400	48.8%	-
Organic Recycling Compost	10,600	700	100	6.6%	0.5%	10,600	6.6%	-
47 Other Revenues	1,826,912	103,713	152,841	5.7%	8.4%	1,819,799	5.7%	(7,113)
Residual Equity Transfers In	250,000	-	-	0.0%	n/a	250,000	0.0%	-
Transfer From Sewer Oper Fund	713,643	713,643	1,109,575	100.0%	100.0%	713,643	100.0%	-
48 Other Financing Sources	963,643	713,643	1,109,575	74.1%	100.0%	963,643	74.1%	-
Total Operational Revenue	161,442,892	54,862,457	52,635,501	34.0%	33.4%	161,442,892	34.0%	0
MARB	4,000,000	-	-	0.0%	0.0%	4,000,000	0.0%	-
Total General Fund Revenues	165,442,892	54,862,457	52,635,501	33.2%	32.6%	165,442,892	33.2%	0

CITY OF WEST HAVEN
CURRENT YEAR TAX LEVY / MV
September 2020

	FY16	FY17	FY18	FY19	FY20	FY21
July	40,906,558	39,787,303	40,636,486	36,896,969	41,337,588	32,810,815
August	3,311,366	6,573,519	5,192,803	11,343,112	7,817,042	18,217,098
September	652,710	476,553	568,217	883,587	904,547	1,035,740
October	1,004,568	815,955	822,118	493,826	532,280	-
November	607,654	837,197	558,796	548,481	875,040	-
December	7,808,428	8,140,855	9,739,833	5,353,068	9,221,956	-
January	26,199,708	26,044,887	24,813,164	28,991,624	26,502,343	-
February	4,317,898	5,509,758	6,497,672	6,655,587	6,558,742	-
March	1,331,065	1,656,917	1,418,868	1,695,458	1,143,833	-
April	411,871	421,858	875,085	991,489	306,974	-
May	117,543	133,560	263,825	332,013	846,388	-
June	168,034	284,729	(224,895)	620,562	1,068,209	-
Total / Fcst	86,837,404	90,683,090	91,161,973	94,805,777	97,114,943	101,087,283
Sep YTD	44,870,634	46,837,374	46,397,506	49,123,668	50,059,178	52,063,654
% Total	51.67%	51.65%	50.90%	51.82%	51.55%	51.50%
				Sep YTD 5 Year Avg FY16-FY20		51.52%

Includes: 41100: Tax Levy - Current Year
41101: Motor Vehicle Supplement

B. Expenditures

YTD city expenses of \$19.576M are \$466k below last year. Debt Service is \$1.227M below last year, being offset by higher Healthcare (\$.365M). Payroll related costs are \$286k over last year coming from Police Department wages (\$224k) and overtime (\$51k)

Education spending is difficult to compare to prior year as last year reflects the reversal of the audit corrections entries.

GENERAL FUND : Cost Comparisons FY18-FY21

\$ Millions Expense Category	Fiscal 2018		Fiscal 2019		Fiscal 2020		Fiscal 2021	
	YTD	% of Yr	YTD	% of Yr	YTD	% of Yr	YTD	% of Yr
Payroll and Personnel	7.111	27.54%	6.107	25.23%	6.226	25.63%	6.512	25.56%
Debt Service	9.051	52.89%	11.016	58.20%	7.766	41.98%	6.515	34.94%
Health Ins. & Pension	3.654	25.73%	3.584	26.22%	3.293	23.98%	3.727	23.60%
Other Fixed Charges	1.020	30.95%	0.805	28.00%	0.915	27.84%	0.928	29.18%
Solid Waste & Recycling	0.452	15.12%	0.495	15.56%	0.642	18.48%	0.411	12.39%
Other Contractual Svcs	0.717	25.06%	0.529	17.24%	0.684	21.99%	0.792	23.26%
Electricity/Gas	0.304	19.59%	0.389	22.28%	0.163	12.66%	0.303	19.91%
Supplies & Materials	0.127	22.64%	0.082	14.51%	0.130	19.29%	0.110	18.10%
Capital Outlay	0.012	15.50%	0.008	17.10%	0.017	19.78%	0.021	22.77%
Other/Contingency	0.110	18.79%	0.101	21.31%	0.122	9.46%	0.156	6.20%
Fuel	0.054	15.54%	0.050	15.52%	0.040	13.79%	0.057	13.77%
Telephone	0.046	6.26%	0.052	12.72%	0.043	8.56%	0.044	8.48%
Total City Expend.	22.659	32.30%	23.218	33.41%	20.042	28.41%	19.576	25.93%
Salaries	7.058	13.64%	7.015	13.60%	7.460	14.30%	6.854	12.96%
Tuition	1.635	19.37%	1.907	20.52%	0.063	0.68%	0.845	9.87%
Student Transportation	0.722	12.47%	1.026	17.36%	0.038	0.77%	0.010	0.17%
Operation of Plant	1.065	27.61%	1.124	30.65%	0.187	5.07%	0.492	15.51%
Health Insurance	4.109	30.69%	3.311	25.50%	2.885	21.34%	4.179	29.89%
Other Fixed Costs	0.805	23.48%	1.018	27.45%	0.906	25.25%	1.125	33.33%
Purchased Services	0.302	19.54%	0.394	26.66%	0.064	5.83%	0.200	18.97%
Instruction	0.668	48.08%	0.602	46.09%	0.481	35.08%	0.511	40.15%
Total Board of Ed.	16.364	18.26%	16.397	18.23%	12.085	13.48%	14.216	15.80%

*Note : FY20% reflects current YTD as a % of projected FY20

CITY OF WEST HAVEN
DEPARTMENT EXPENDITURES
September 2020

Variances favorable/(unfavorable)

Department	ACTUAL					FORECAST		
	FY21 Budget	Sep YTD Actual	Sep YTD FY20	Sep YTD % Budget	FY20 YTD % Actual	FY21 Projected	Sep YTD % Fcst	Δ to Budget
100 City Council	199,686	24,931	22,978	12.5%	12.6%	199,686	12.5%	-
105 Mayor	322,211	115,369	116,207	35.8%	37.6%	322,211	35.8%	-
110 Corporation Counsel	681,602	77,188	70,846	11.3%	15.8%	681,602	11.3%	-
115 Personnel Department	239,362	42,376	40,257	17.7%	23.6%	239,362	17.7%	-
120 Telephone Administration	336,336	8,636	14,213	2.6%	4.6%	336,336	2.6%	-
125 City Clerk	298,538	64,963	53,990	21.8%	17.0%	298,538	21.8%	-
130 Registrar Of Voters	145,502	25,337	31,717	17.4%	26.2%	145,502	17.4%	-
165 Probate Court	8,520	486	1,130	5.7%	13.5%	8,520	5.7%	-
190 Planning & Development	1,054,544	161,050	183,173	15.3%	22.3%	1,054,544	15.3%	-
Central Government Total	3,286,301	520,336	534,512	15.8%	19.9%	3,286,301	15.8%	-
200 Treasurer	7,600	1,900	1,900	25.0%	25.0%	7,600	25.0%	-
210 Comptroller	975,956	217,273	214,488	19.2%	20.4%	975,956	22.3%	-
220 Central Services	741,492	334,166	296,960	44.5%	43.7%	741,492	45.1%	-
230 Assessment	452,500	110,423	98,201	24.7%	22.7%	452,500	24.4%	-
240 Tax Collector	437,704	92,254	98,498	21.5%	24.1%	437,704	21.1%	-
Finance Total	2,615,252	756,016	710,047	27.3%	27.6%	2,615,252	28.9%	-
300 Emergency Report System C	2,043,241	404,498	365,222	21.2%	19.8%	2,043,241	19.8%	-
310 Police Department	13,542,122	3,604,337	3,443,356	26.7%	25.8%	13,542,122	26.6%	-
320 Animal Control	281,666	56,823	57,752	20.0%	25.5%	281,666	20.2%	-
330 Civil Preparedness	14,198	2,987	3,000	21.0%	20.0%	14,198	21.0%	-
Public Service Total	15,881,227	4,068,645	3,869,330	25.9%	25.1%	15,881,227	25.6%	-
400 Public Works Administration	550,209	87,737	85,949	14.5%	18.6%	550,209	15.9%	-
410 Engineering	439,311	35,927	26,657	10.6%	8.7%	439,311	8.2%	-
440 Central Garage	1,182,281	267,027	212,847	20.2%	18.5%	1,182,281	22.6%	-
450 Solid Waste	3,336,684	417,185	649,281	13.0%	18.5%	3,336,684	12.5%	-
460 Building & Ground Maintena	1,253,237	292,742	105,365	23.5%	8.6%	1,253,237	23.4%	-
470 Highways & Parks	4,092,636	971,660	921,746	24.1%	24.0%	4,092,636	23.7%	-
Public Works Total	10,854,358	2,072,278	2,001,846	19.2%	19.1%	10,854,358	19.1%	-
500 Human Resources	308,637	38,265	67,442	13.7%	23.1%	308,637	12.4%	-
510 Elderly Services	458,493	54,935	38,896	12.4%	8.9%	458,493	12.0%	-
520 Parks & Recreation	906,786	344,923	306,920	39.3%	40.8%	906,786	38.0%	-
530 Health Department	352,445	92,880	65,104	27.0%	19.7%	352,445	26.4%	-
Health & Human Services Total	2,026,361	531,003	478,361	27.3%	26.4%	2,026,361	26.2%	-
600 Library	1,221,000	305,250	380,250	21.5%	26.8%	1,221,000	25.0%	-
800 City Insurance	800,977	450,003	520,403	56.2%	71.2%	800,977	56.2%	-
810 Employee Benefits	17,930,685	4,211,563	3,663,121	23.4%	23.0%	17,930,685	23.5%	-
820 Debt Service	18,643,292	6,514,534	7,765,701	34.5%	42.0%	18,643,292	34.9%	-
830 C-Med	42,179	-	-	0.0%	0.0%	42,179	0.0%	-
900 Unallocated Expenses	2,180,839	146,392	118,508	-86.9%	12.4%	2,180,839	6.7%	-
Other Total	40,818,972	11,627,742	12,447,982	29.8%	33.1%	40,818,972	28.5%	-
Total City Departments	75,482,471	19,576,020	20,042,078	26.7%	28.4%	75,482,471	25.9%	-
Board of Education	89,960,421	14,215,866	12,084,693	15.8%	13.5%	89,960,421	15.8%	-
Total General Fund Expenses	165,442,892	33,791,885	32,126,770	20.7%	20.1%	165,442,892	20.4%	-

Note : YTD actuals exclude encumbrances

CITY OF WEST HAVEN
SUB CATEGORY EXPENDITURE REPORT
September 2020

Variances favorable/(unfavorable)

	ACTUAL					FORECAST		
	FY21	Sep YTD	Sep YTD	Sep YTD	FY20 YTD	FY21	Sep YTD	Δ to Budget
	Budget	Actual	FY20	% Budget	% Actual	Projected	% Fcst	
Regular Wages	20,463,385	4,879,668	4,673,404	23.8%	23.8%	20,463,385	23.8%	-
Part Time	971,057	372,541	306,247	38.4%	41.0%	971,057	38.4%	-
Overtime	1,840,212	762,531	684,242	41.4%	33.4%	1,840,212	41.4%	-
Longevity	653,400	134,095	162,381	20.5%	22.3%	653,400	20.5%	-
Fringe Reimbursements	1,239,400	309,864	304,115	25.0%	32.1%	1,239,400	25.0%	-
Other Personnel Services	311,281	53,591	96,103	17.2%	52.0%	311,281	17.2%	-
51 Personnel Services	25,478,735	6,512,290	6,226,493	25.6%	25.6%	25,478,735	25.6%	-
Advertising	54,848	7,533	6,920	13.7%	13.3%	54,848	13.7%	-
Building Maintenance	58,294	19,471	5,617	33.4%	4.3%	58,294	33.4%	-
Copier Machine & Rental	46,000	8,420	7,211	18.3%	17.4%	46,000	18.3%	-
Electricity	1,349,136	283,502	26,112	21.0%	2.3%	1,349,136	21.0%	-
Equipment Repair and Maintenance	84,800	7,979	31,107	9.4%	28.4%	84,800	9.4%	-
Financial Services	217,500	40,000	28,818	18.4%	13.1%	217,500	18.4%	-
Legal Services	200,000	2,263	258	1.1%	0.2%	200,000	1.1%	-
Maintenance Services	801,097	304,849	260,745	38.1%	44.7%	801,097	38.1%	-
Town Aid Road & Tree Manintenance	433,000	21,242	59,309	4.9%	15.0%	433,000	4.9%	-
Training	37,930	9,813	11,376	25.9%	19.8%	37,930	25.9%	-
Trash Pickup, Tip Fees & Recycling	3,315,284	410,852	641,890	12.4%	18.5%	3,315,284	12.4%	-
Water	48,200	10,616	2,532	22.0%	9.1%	48,200	22.0%	-
Uniforms	184,432	140,272	149,817	76.1%	71.4%	184,432	76.1%	-
Other Contractual Services	1,287,061	230,067	197,790	17.9%	16.8%	1,287,061	17.9%	-
52 Contractual Services	8,117,582	1,496,878	1,429,502	18.4%	18.5%	8,117,582	18.4%	-
Motor Vehicle Parts	230,700	58,506	46,363	25.4%	16.7%	230,700	25.4%	-
Construction Supplies	68,593	2,663	23,286	3.9%	29.6%	68,593	3.9%	-
Office Supplies	71,500	13,828	17,486	19.3%	26.0%	71,500	19.3%	-
Other Supplies & Materials	236,788	34,970	43,064	14.8%	17.1%	236,788	14.8%	-
53 Supplies & Materials	607,581	109,966	130,199	18.1%	19.3%	607,581	18.1%	-
Health & General Liability Insurance	12,198,966	2,809,979	2,444,783	23.0%	23.6%	12,198,966	23.0%	-
FICA	1,432,900	392,304	367,084	27.4%	26.5%	1,432,900	27.4%	-
Pension	3,593,278	916,915	847,863	25.5%	25.2%	3,593,278	25.5%	-
Workers Compensation	1,500,000	424,822	501,356	28.3%	29.2%	1,500,000	28.3%	-
Debt Service	18,282,165	6,360,118	7,586,687	34.8%	42.5%	18,282,165	34.8%	-
Debt Service (Water Purification)	361,127	154,415	179,014	42.8%	27.2%	361,127	42.8%	-
Other Fixed Charges	248,929	111,355	46,548	44.7%	25.7%	248,929	44.7%	-
54 Fixed Charges	37,617,365	11,169,908	11,973,336	29.7%	33.7%	37,617,365	29.7%	-
Capital Outlay	93,075	21,192	17,301	22.8%	19.8%	93,075	22.8%	-
55 Capital Outlay	93,075	21,192	17,301	22.8%	19.8%	93,075	22.8%	-
Contingency Services	150,000	-	-	0.0%	0.0%	150,000	0.0%	-
Other Contingency	2,357,647	155,514	122,404	6.6%	10.8%	2,357,647	6.6%	-
56 Other/Contingency	2,507,647	155,514	122,404	6.2%	9.5%	2,507,647	6.2%	-
Fuel	415,000	57,139	40,421	13.8%	13.8%	415,000	13.8%	-
Telephone	520,486	44,140	42,723	8.5%	8.6%	520,486	8.5%	-
Gas Heat	125,000	8,993	59,699	7.2%	42.2%	125,000	7.2%	-
Total City Departments	75,482,471	19,576,020	20,042,078	25.9%	28.4%	75,482,471	25.9%	-
Salaries	52,888,187	6,853,650	7,460,352	13.0%	14.3%	52,888,187	13.0%	-
Health Insurance	13,980,252	4,179,193	2,884,995	29.9%	21.3%	13,980,252	29.9%	-
Benefits & Fixed Charges	3,375,000	1,124,760	905,714	33.3%	25.3%	3,375,000	33.3%	-
Tuition	8,560,500	845,231	63,382	9.9%	0.7%	8,560,500	9.9%	-
Student Transportation	5,653,600	9,615	38,054	0.2%	0.8%	5,653,600	0.2%	-
Operation of Plant	3,175,773	492,473	187,122	15.5%	5.1%	3,175,773	15.5%	-
Purchased Services	1,054,709	200,070	63,802	19.0%	5.8%	1,054,709	19.0%	-
Instruction	1,272,400	510,873	481,270	40.2%	35.1%	1,272,400	40.2%	-
Board of Education	89,960,421	14,215,866	12,084,693	15.8%	13.5%	89,960,421	15.8%	-
Total General Fund Expenses	165,442,892	33,791,885	32,126,770	20.4%	20.1%	165,442,892	20.4%	-

Note : YTD actuals exclude encumbrances

CITY OF WEST HAVEN
BOARD OF EDUCATION EXPENDITURE REPORT
September 2020

Variances favorable/(unfavorable)

	ACTUAL					FORECAST		
	FY21	Sep YTD	Sep YTD	Sep YTD	FY20 YTD	FY21	Sep YTD	Δ to Budget
	Budget	Actual	FY20	% Budget	% Actual	Projected	% Fcst	
Superintendent / Principals / Asst.	2,350,120	331,933	331,640	14.1%	14.8%	2,350,120	14.1%	-
Teachers - Classroom	27,641,017	3,450,091	3,628,767	12.5%	13.3%	27,641,017	12.5%	-
Teachers - Special Education	6,003,419	742,272	736,073	12.4%	12.4%	6,003,419	12.4%	-
Teachers - Special Area	3,461,446	455,655	405,773	13.2%	11.9%	3,461,446	13.2%	-
Teachers - Substitutes/Interns	689,815	33,728	27,720	4.9%	4.1%	689,815	4.9%	-
Teacher Aides	2,992,839	325,116	419,127	10.9%	14.0%	2,992,839	10.9%	-
Pupil Services	1,603,220	210,423	212,008	13.1%	13.5%	1,603,220	13.1%	-
Clerical	1,551,638	350,872	341,462	22.6%	22.4%	1,551,638	22.6%	-
School Nurses	1,039,846	116,516	104,851	11.2%	10.2%	1,039,846	11.2%	-
Coordinators/Directors	1,114,632	165,925	155,504	14.9%	14.6%	1,114,632	14.9%	-
Custodial / Maintenance	3,006,539	648,474	628,616	21.6%	20.9%	3,006,539	21.6%	-
Lunch Aides	300,000	2,708	22,089	0.9%	7.4%	300,000	0.9%	-
Para Subs-Instructional Aides	105,000	2,019	17,088	1.9%	16.3%	105,000	1.9%	-
Homebound	125,000	1,020	3,533	0.8%	2.8%	125,000	0.8%	-
Detached Worker	98,261	9,023	9,950	9.2%	10.1%	98,261	9.2%	-
Athletic Coaches	200,417	6,731	4,038	3.4%	3.1%	200,417	3.4%	-
Adult Education	150,000	1,143	6,884	0.8%	4.6%	150,000	0.8%	-
Severance Pay	300,000	-	405,230	0.0%	100.0%	300,000	0.0%	-
Student Activity Advisors	154,978	-	-	0.0%	0.0%	154,978	0.0%	-
Salaries	52,888,187	6,853,650	7,460,352	13.0%	14.3%	52,888,187	13.0%	-
Health Insurance	13,980,252	4,179,193	2,884,995	29.9%	21.3%	13,980,252	29.9%	-
Medicare Only - Taxes	825,000	102,670	113,168	12.4%	14.1%	825,000	12.4%	-
Social Security	697,300	98,100	112,561	14.1%	16.7%	697,300	14.1%	-
Property & Liability Insurance	525,000	437,486	479,438	83.3%	95.4%	525,000	83.3%	-
Worker's Compensation	662,100	171,191	45,558	25.9%	5.3%	662,100	25.9%	-
Retirement Contributions	384,100	65,615	64,809	17.1%	20.0%	384,100	17.1%	-
Life Insurance	172,200	65,933	16,049	38.3%	6.5%	172,200	38.3%	-
Travel / Convention / Dues	56,700	115,869	67,338	204.4%	89.5%	56,700	204.4%	-
Other Benefits & Fixed Charges	52,600	67,896	6,793	129.1%	6.2%	52,600	129.1%	-
Benefits & Fixed Charges	17,355,252	5,303,954	3,790,709	30.6%	22.2%	17,355,252	30.6%	-
Tuition	8,560,500	845,231	63,382	9.9%	0.7%	8,560,500	9.9%	-
Bus Service	3,434,400	6,173	(14,616)	0.2%	-0.5%	3,434,400	0.2%	-
Transportation - Phys. Handicapped	1,823,200	3,442	(25,445)	0.2%	-1.7%	1,823,200	0.2%	-
Transportation - Regional VOC	283,900	-	57,681	0.0%	22.7%	283,900	0.0%	-
Transportation - Student Activities	112,100	-	20,434	0.0%	18.7%	112,100	0.0%	-
Student Transportation	5,653,600	9,615	38,054	0.2%	0.8%	5,653,600	0.2%	-
Site Repairs & Improvements	627,800	193,150	(149,574)	30.8%	-21.5%	627,800	30.8%	-
Electricity	1,058,733	169,424	78,581	16.0%	7.4%	1,058,733	16.0%	-
Heating	431,000	25,063	47,585	5.8%	9.7%	431,000	5.8%	-
Water	84,800	15,233	30,916	18.0%	23.1%	84,800	18.0%	-
Telephone & Communications	246,300	18,521	39,819	7.5%	12.7%	246,300	7.5%	-
Building Security	388,740	40,306	8,643	10.4%	2.2%	388,740	10.4%	-
Solid Waste / Recycling	215,600	25,255	44,847	11.7%	22.9%	215,600	11.7%	-
Supplies & Equipment	107,100	4,510	86,304	4.2%	23.5%	107,100	4.2%	-
Other Expenses	15,700	1,012	-	6.4%	0.0%	15,700	6.4%	-
Operation of Plant	3,175,773	492,473	187,122	15.5%	5.1%	3,175,773	15.5%	-
Photocopy Services	269,809	39,350	15,645	14.6%	5.8%	269,809	14.6%	-
Consultant Services	260,000	82,402	5,491	31.7%	2.1%	260,000	31.7%	-
Police And Fire	361,000	-	277	0.0%	0.4%	361,000	0.0%	-
Printing / Postage / Supplies	68,400	29,567	12,652	43.2%	17.4%	68,400	43.2%	-
Other Services	95,500	48,752	29,738	51.0%	7.1%	95,500	51.0%	-
Purchased Services	1,054,709	200,070	63,802	19.0%	5.8%	1,054,709	19.0%	-
Instruction	1,272,400	510,873	481,270	40.2%	35.1%	1,272,400	40.2%	-
Board of Education	89,960,421	14,215,866	12,084,693	15.8%	13.5%	89,960,421	15.8%	-

Note : YTD actuals exclude encumbrances

CITY OF WEST HAVEN
Summary of Revenues and Expenditures
September 2020

Variances favorable/(unfavorable)

	ACTUAL					FORECAST				
	FY21	Budget	Sep YTD Actual	FY20 Projected	Sep YTD FY20	Sep YTD % Budget	FY20 YTD % Actual	Projected FY21	Sep YTD % Fcst	Δ to Budget
REVENUE										
41 Property Taxes	102,420,883		52,518,082	98,558,098	50,303,082	51.3%	51.0%	102,420,883	51.3%	-
42 Licenses & Permits	1,594,150		489,642	1,378,083	431,496	30.7%	31.3%	1,594,150	30.7%	-
43 Fines And Penalties	252,100		155,044	235,552	94,002	61.5%	39.9%	252,100	61.5%	-
44 Revenue From Use Of Money	117,700		28,485	372,520	102,041	24.2%	27.4%	117,700	24.2%	-
45 Fed/State Grants - Non MARB	53,132,054		595,017	53,070,294	213,660	1.1%	0.4%	53,139,167	1.1%	7,113
46 Charges For Services	1,135,450		258,832	951,993	228,804	22.8%	24.0%	1,135,450	22.8%	-
47 Other Revenues	1,826,912		103,713	1,813,338	152,841	5.7%	8.4%	1,819,799	5.7%	(7,113)
48 Other Financing Sources	963,643		713,643	1,109,575	1,109,575	74.1%	100.0%	963,643	74.1%	-
Total Operational Revenues	161,442,892		54,862,457	157,489,454	52,635,501	34.0%	33.4%	161,442,892	34.0%	0
45 Fed/State Grants - MARB	4,000,000		-	4,100,000	-	0.0%	0.0%	4,000,000	0.0%	-
Total Revenue	165,442,892		54,862,457	161,589,454	52,635,501	33.2%	32.6%	165,442,892	33.2%	0
EXPENDITURES										
Central Government	3,286,301		520,336	2,690,200	534,512	15.8%	19.9%	3,286,301	15.8%	-
Finance	2,615,252		756,016	2,576,335	710,047	28.9%	27.6%	2,615,252	28.9%	-
Public Service	15,881,227		4,068,645	15,405,604	3,869,330	25.6%	25.1%	15,881,227	25.6%	-
Public Works	10,854,358		2,072,278	10,488,919	2,001,846	19.1%	19.1%	10,854,358	19.1%	-
Health & Human Services	2,026,361		531,003	1,812,892	478,361	26.2%	26.4%	2,026,361	26.2%	-
City Insurance	800,977		450,003	730,952	520,403	56.2%	71.2%	800,977	56.2%	-
Employee Benefits	17,930,685		4,211,563	15,917,987	3,663,121	23.5%	23.0%	17,930,685	23.5%	-
Debt Service	18,643,292		6,514,534	18,498,827	7,765,701	34.9%	42.0%	18,643,292	34.9%	-
Library / Other	1,263,179		305,250	1,460,088	380,250	24.2%	26.0%	1,263,179	24.2%	-
Contingency Services	150,000		-	158,587	-	0.0%	0.0%	150,000	0.0%	-
Other Contingency	2,030,839		146,392	796,643	118,508	7.2%	14.9%	2,030,839	7.2%	-
Total City Departments	75,482,471		19,576,020	70,537,035	20,042,078	25.9%	28.4%	75,482,471	25.9%	-
Board of Education	89,960,421		14,215,866	89,636,071	12,084,693	15.8%	13.5%	89,960,421	15.8%	-
Total Expenditures	165,442,892		33,791,885	160,173,106	32,126,770	20.4%	20.1%	165,442,892	20.4%	-
Surplus / (Deficit)	-		21,070,572	1,416,348	20,508,730			-		-

II) West Haven Sewer Fund

SEWER FUND : Revenue Comparisons FY18-FY21

\$ Millions Revenue Category	Fiscal 2018		Fiscal 2019		Fiscal 2020		Fiscal 2021	
	YTD	% of Yr	YTD	% of Yr	YTD	% of Yr	YTD	% of Yr
Charges For Services	5.840	48.69%	5.863	50.29%	5.845	49.95%	5.715	49.39%
Fed/State Grants - Non MARB	-	0.00%	-	0.00%	-		-	
Other Revenues	0.131	52.72%	0.070	31.01%	0.230	59.53%	-	0.00%
	5.970	48.22%	5.933	49.89%	6.075	50.26%	5.715	48.44%

SEWER FUND : Cost Comparisons FY18-FY21

\$ Millions Cost Category	Fiscal 2018		Fiscal 2019		Fiscal 2020		Fiscal 2021	
	YTD	% of Yr	YTD	% of Yr	YTD	% of Yr	YTD	% of Yr
Payroll and Personnel	0.527	24.13%	0.502	22.82%	0.538	22.94%	0.579	22.64%
Capital Outlay	0.651	26.92%	0.606	25.73%	0.703	28.18%	0.719	24.49%
Electricity/Gas/Water	0.222	16.57%	0.233	17.48%	0.162	11.85%	0.328	22.55%
Debt Service	0.815	100.00%	0.717	100.00%	0.659	399.23%	0.361	99.97%
Contractual Services	0.310	26.44%	0.141	16.16%	0.123	12.23%	0.112	10.69%
Other Fixed Charges	0.177	17.90%	0.142	13.31%	0.167	21.66%	0.163	17.91%
Supplies & Materials	0.187	19.98%	0.189	19.43%	0.119	11.03%	0.147	11.35%
Health Ins. & Pension	(0.002)	-1.43%	0.067	32.72%	0.004	0.59%	-	0.00%
Other/Contingency	0.385	69.01%	0.370	51.81%	0.466	87.79%	0.358	35.84%
Fuel	-	0.00%	0.006	28.00%	0.004	15.07%	-	0.00%
Telephone	0.002	25.11%	0.000	17.14%	0.000	16.79%	0.001	4.88%
	3.274	31.04%	2.974	28.42%	2.946	28.18%	2.768	23.46%

Tax collections for the sewer fund are back in line with prior year. Overall Revenues are \$.3M below prior year due to a Nitrogen Credit received in August last year. Expenses are below last year due the drop in CWF debt transfers for debt service being paid for by the general fund.

Unless there is a major breakdown in revenues or runaway expenses I currently do not anticipate coming off the budget year-end.

**WEST HAVEN SEWER
SUB CATEGORY EXPENDITURE REPORT
September 2020**

	Sep YTD			Sep YTD		
	FY21 Budget	Actual	% Budget	FY20 Actual	Actual	% Actual
Regular Wages	1,957,086	420,335	21.5%	1,710,360	398,257	23.3%
Part Time	-	-	0.0%	-	-	0.0%
Overtime	547,431	158,428	28.9%	633,600	139,594	22.0%
Longevity	-	-	0.0%	-	-	0.0%
Fringe Reimbursements	50,000	-	0.0%	-	-	0.0%
Other Personnel Services	1,530	-	0.0%	1,050	150	14.3%
51 Personnel Services	2,556,047	578,763	22.6%	2,345,011	538,001	22.9%
Advertising	-	-	0.0%	-	-	0.0%
Building Maintenance	-	-	0.0%	-	-	0.0%
Copier Machine & Rental	-	-	0.0%	-	-	0.0%
Electricity	1,200,000	286,815	23.9%	1,220,505	145,393	11.9%
Equipment Repair and Maintenance	220,000	18,356	8.3%	293,597	16,295	5.6%
Financial Services	55,166	55,166	100.0%	55,166	55,166	100.0%
Legal Services	-	-	0.0%	-	-	0.0%
Maintenance Services	80,000	1,930	2.4%	46,795	4,031	8.6%
Town Aid Road & Tree Manintenance	-	-	0.0%	-	-	0.0%
Training	-	-	0.0%	-	-	0.0%
Trash Pickup, Tip Fees & Recycling	15,000	2,644	17.6%	12,998	1,499	11.5%
Water	190,000	39,328	20.7%	114,693	14,225	12.4%
Uniforms	-	-	0.0%	-	-	0.0%
Other Contractual Services	674,000	33,512	5.0%	600,398	46,399	7.7%
52 Contractual Services	2,434,166	437,751	18.0%	2,344,153	283,007	12.1%
Motor Vehicle Parts	-	-	0.0%	-	-	0.0%
Construction Supplies	-	-	0.0%	-	-	0.0%
Office Supplies	-	-	0.0%	-	-	0.0%
Other Supplies & Materials	1,298,000	147,307	11.3%	1,081,779	119,293	11.0%
53 Supplies & Materials	1,298,000	147,307	11.3%	1,081,779	119,293	11.0%
Health & General Liability Insurance	200,000	-	0.0%	67,429	3,920	5.8%
FICA	178,880	40,870	22.8%	165,035	38,456	23.3%
Pension	-	-	0.0%	-	-	0.0%
Workers Compensation	50,000	15,383	30.8%	26,005	4,317	16.6%
Debt Service	-	-	0.0%	-	-	0.0%
Debt Service (Water Purification)	361,228	361,128	100.0%	658,875	658,875	100.0%
Other Fixed Charges	678,624	106,311	15.7%	675,993	123,924	18.3%
54 Fixed Charges	1,468,732	523,691	35.7%	1,593,337	829,491	52.1%
Capital Outlay	2,937,987	719,417	24.5%	2,496,491	703,468	28.2%
55 Capital Outlay	2,937,987	719,417	24.5%	2,496,491	703,468	28.2%
Contingency Services	-	-	0.0%	-	-	0.0%
Other Contingency	1,000,000	358,405	35.8%	530,709	465,899	87.8%
56 Other/Contingency	1,000,000	358,405	35.8%	530,709	465,899	87.8%
Fuel	25,000	-	0.0%	28,710	4,325	15.1%
Telephone	12,000	586	4.9%	2,282	383	16.8%
Gas Heat	66,000	2,196	3.3%	30,469	2,242	7.4%
Deficit Reduction	-	-	0.0%	-	-	0.0%
Total City Departments	11,797,932	2,768,117	23.5%	10,452,942	2,946,110	28.2%

Note : YTD actuals exclude encumbrances

WEST HAVEN SEWER
Summary of Revenues and Expenditures
September 2020

Variances favorable/(unfavorable)

	ACTUAL					FORECAST		
	FY21 Budget	Sep YTD Actual	Sep YTD FY20	Sep YTD % Budget	FY20 YTD % Actual	Projected FY21	Sep YTD % Fcst	Δ to Budget
REVENUE								
41 Property Taxes	-	-	-			-		-
42 Licenses & Permits	-	-	-			-		-
44 Revenue From Use Of Money	-	-	-			-		-
45 Fed/State Grants - Non MARB	-	-	-			-		-
46 Charges For Services	11,571,507	5,715,247	5,845,115	49.4%	50.0%	11,571,507	49.4%	-
47 Other Revenues	226,425	-	230,059	0.0%	59.5%	226,425	0.0%	-
Total Revenue	11,797,932	5,715,247	6,075,174	48.4%	50.3%	11,797,932	48.4%	-
EXPENDITURES								
Personnel Services	2,556,047	578,763	538,001	22.6%	22.9%	2,556,047	22.6%	-
Electricity/Gas/Water	1,456,000	328,338	161,860	22.6%	11.9%	1,456,000	22.6%	-
Other Contractual Services	1,044,166	111,609	123,389	10.7%	12.2%	1,044,166	10.7%	-
Supplies & Materials	1,298,000	147,307	119,293	11.3%	11.0%	1,298,000	11.3%	-
Health & General Liability Insurance	200,000	-	3,920	0.0%	5.8%	200,000	0.0%	-
Debt Service	361,228	361,128	658,875	100.0%	100.0%	361,228	100.0%	-
Other Fixed Charges	907,504	162,563	166,696	17.9%	19.2%	907,504	17.9%	-
Capital Outlay	2,937,987	719,417	703,468	24.5%	28.2%	2,937,987	24.5%	-
Other Contingency	1,000,000	358,405	465,899	35.8%	87.8%	1,000,000	35.8%	-
Fuel	25,000	-	4,325	0.0%	15.1%	25,000		
Telephone	12,000	586	383	4.9%	16.8%	12,000	4.9%	-
Total Expenditures	11,797,932	2,768,117	2,946,110	23.5%	28.2%	11,797,932	23.5%	-
Surplus / (Deficit)	-	2,947,130	3,129,064		191.5%	-		

III) Allingtown Fire Department

AFD : Revenue Comparisons FY18-FY21

\$ Millions Revenue Category	Fiscal 2018		Fiscal 2019		Fiscal 2020		Fiscal 2021	
	YTD	% of Yr	YTD	% of Yr	YTD	% of Yr	YTD	% of Yr
Property Taxes	2.994	50.03%	3.402	48.01%	3.688	50.98%	3.809	51.22%
Licenses & Permits	0.003	1.70%	0.003	2.53%	0.057	48.03%	0.014	18.68%
Revenue From Use Of Money	-	0.00%	-	0.00%	-		-	
Fed/State Grants - Non MARB	0.027	6.15%	0.170	85.81%	0.030	12.39%	0.990	103.58%
Charges For Services	(0.001)	-8.49%	0.001	11.64%	0.007	62.96%	0.000	7.00%
Other Revenues	0.004	2.88%	0.008	2.53%	0.001	0.69%	0.108	82.34%
	3.028	44.63%	3.584	46.23%	3.782	48.73%	4.922	57.20%

AFD : Cost Comparisons FY18-FY21

\$ Millions Cost Category	Fiscal 2018		Fiscal 2019		Fiscal 2020		Fiscal 2021	
	YTD	% of Yr	YTD	% of Yr	YTD	% of Yr	YTD	% of Yr
Payroll and Personnel	0.540	23.91%	0.478	23.81%	0.503	24.72%	0.574	26.96%
Health Ins. & Pension	0.651	20.97%	0.850	24.04%	0.763	19.67%	1.503	30.46%
Telephone	0.002	0.80%	0.002	0.94%	0.038	13.42%	0.001	0.45%
Other Fixed Charges	0.068	51.67%	0.075	47.22%	0.045	12.30%	0.020	10.84%
Electricity/Gas/Water	0.084	44.41%	0.088	45.11%	0.087	43.94%	0.005	2.42%
Other/Contingency	-	0.00%	-	0.00%	0.000	0.57%	0.000	0.04%
Other Contractual Svcs	0.020	19.72%	0.020	17.85%	0.038	26.89%	0.020	14.72%
Capital Outlay	0.004	3.78%	0.001	1.14%	0.002	2.31%	0.009	2.90%
Supplies & Materials	0.012	31.79%	0.008	24.45%	0.009	21.17%	0.048	49.67%
Fuel	0.000	0.13%	0.002	17.97%	0.001	11.89%	-	0.00%
	1.380	22.11%	1.524	23.55%	1.486	21.02%	2.179	25.32%

Tax collections for Allingtown are in line with prior year and overall revenues are well above prior year resulting from the State pilot funds secured this year (\$960k) reported in the Fed/State Grants-Non MARB line.

The YOY increase in expenses relates to the additional pension contribution made (and planned for in the budget) using the monies secured from the aforementioned pilot funds.

Unless there is a major breakdown in revenues or runaway expenses I currently do not anticipate coming off the budget year-end.

ALLINGTOWN FIRE DEPARTMENT
SUB CATEGORY EXPENDITURE REPORT
September 2020


	Sep YTD			Sep YTD		
	FY21 Budget	Actual	% Budget	FY20 Actual	Actual	% Actual
Regular Wages	1,742,989	417,478	24.0%	1,597,039	376,975	23.6%
Part Time	-	-	0.0%	-	-	0.0%
Overtime	360,000	155,523	43.2%	418,256	119,683	28.6%
Longevity	-	-	0.0%	-	-	0.0%
Fringe Reimbursements	25,000	660	2.6%	17,604	5,912	33.6%
Other Personnel Services	-	-	0.0%	-	-	0.0%
51 Personnel Services	2,127,989	573,662	27.0%	2,032,898	502,570	24.7%
Advertising	-	-	0.0%	-	-	0.0%
Building Maintenance	19,600	834	4.3%	45,738	22,303	48.8%
Copier Machine & Rental	-	-	0.0%	-	-	0.0%
Electricity	16,300	4,720	29.0%	16,300	3,785	23.2%
Equipment Repair and Maintenance	34,200	5,964	17.4%	54,415	7,325	13.5%
Financial Services	13,000	-	0.0%	9,000	-	0.0%
Legal Services	-	-	0.0%	-	-	0.0%
Maintenance Services	-	-	0.0%	-	-	0.0%
Town Aid Road & Tree Manintenance	-	-	0.0%	-	-	0.0%
Training	32,000	2,308	7.2%	9,770	155	1.6%
Trash Pickup, Tip Fees & Recycling	-	-	0.0%	-	-	0.0%
Water	188,025	-	0.0%	172,544	82,818	48.0%
Uniforms	16,000	7,307	45.7%	10,690	7,760	72.6%
Other Contractual Services	19,000	3,287	17.3%	13,207	856	6.5%
52 Contractual Services	338,125	24,420	7.2%	331,664	125,002	37.7%
Motor Vehicle Parts	-	-	0.0%	-	-	0.0%
Construction Supplies	-	-	0.0%	-	-	0.0%
Office Supplies	6,000	653	10.9%	3,719	-	0.0%
Other Supplies & Materials	90,000	47,028	52.3%	36,950	8,611	23.3%
53 Supplies & Materials	96,000	47,681	49.7%	40,669	8,611	21.2%
Health & General Liability Insurance	1,713,467	229,613	13.4%	1,623,696	242,527	14.9%
FICA	57,768	15,564	26.9%	57,660	14,728	25.5%
Pension	3,220,196	1,273,060	39.5%	2,255,235	520,417	23.1%
Workers Compensation	125,000	4,246	3.4%	304,030	29,773	9.8%
Debt Service	-	-	0.0%	-	-	0.0%
Debt Service (Water Purification)	-	-	0.0%	-	-	0.0%
Other Fixed Charges	-	-	0.0%	-	-	0.0%
54 Fixed Charges	5,116,431	1,522,484	29.8%	4,240,620	807,445	19.0%
Capital Outlay	309,000	8,957	2.9%	97,340	2,250	2.3%
55 Capital Outlay	309,000	8,957	2.9%	97,340	2,250	2.3%
Contingency Services	-	-	0.0%	-	-	0.0%
Other Contingency	305,125	125	0.0%	13,269	106	0.8%
56 Other/Contingency	305,125	125	0.0%	13,269	106	0.8%
Fuel	14,000	-	0.0%	11,920	1,418	11.9%
Telephone	287,438	1,281	0.4%	284,872	38,236	13.4%
Gas Heat	11,000	500	4.5%	8,626	170	2.0%
Deficit Reduction	-	-	0.0%	5,436	-	0.0%
Total City Departments	8,605,108	2,179,110	25.3%	7,067,314	1,485,807	21.0%

Note : YTD actuals exclude encumbrances


ALLINGTOWN FIRE DEPARTMENT
Summary of Revenues and Expenditures
September 2020

Variances favorable/(unfavorable)

	ACTUAL					FORECAST		
	FY21 Budget	Sep YTD Actual	Sep YTD FY20	Sep YTD % Budget	FY20 YTD % Actual	Projected FY21	Sep YTD % Fcst	Δ to Budget
REVENUE								
41 Property Taxes	7,436,508	3,808,837	3,687,927	51.2%	51.0%	7,436,508	51.2%	-
42 Licenses & Permits	75,000	14,010	56,720	18.7%	48.0%	75,000	18.7%	-
44 Revenue From Use Of Money	-	-	-			-		-
45 Fed/State Grants - Non MARB	956,000	990,227	29,915	103.6%	12.4%	956,000	103.6%	-
46 Charges For Services	6,000	420	6,645	7.0%	63.0%	6,000	7.0%	-
47 Other Revenues	131,600	108,353	1,095	82.3%	0.7%	131,600	82.3%	-
Total Revenue	8,605,108	4,921,847	3,782,301	57.2%	48.7%	8,605,108	57.2%	-
EXPENDITURES								
Personnel Services	2,127,989	573,662	502,570	27.0%	24.7%	2,127,989	27.0%	-
Electricity/Gas/Water	215,325	5,220	86,773	2.4%	43.9%	215,325	2.4%	-
Other Contractual Services	133,800	19,700	38,399	14.7%	26.9%	133,800	14.7%	-
Supplies & Materials	96,000	47,681	8,611	49.7%	21.2%	96,000	49.7%	-
Health & General Liability Insurance	1,713,467	229,613	242,527	13.4%	14.9%	1,713,467	13.4%	-
Pension	3,220,196	1,273,060	520,417	39.5%	23.1%	3,220,196	39.5%	-
Other Fixed Charges	182,768	19,810	44,501	10.8%	12.3%	182,768	10.8%	-
Capital Outlay	309,000	8,957	2,250	2.9%	2.3%	309,000	2.9%	-
Other Contingency	305,125	125	106	0.0%	0.8%	305,125	0.0%	-
Fuel	14,000	-	1,418	0.0%	11.9%	14,000		-
Telephone	287,438	1,281	38,236	0.4%	13.4%	287,438	0.4%	-
Deficit Reduction	-	-	-		0.0%	-		-
Total Expenditures	8,605,108	2,179,110	1,485,807	25.3%	21.0%	8,605,108	25.3%	-
Surplus / (Deficit)	-	2,742,738	2,296,494		330.7%	-		



STATE OF CONNECTICUT



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[Vendor Detail](#)

State Contracting Portal Company Detail

Company Name	Motorola Solutions, Inc
DBA	
Address 1	123 Tice Blvd
Address 2	#202
City, State, ZIP Code	Woodcliff Lake NJ 07677
Business Type	Corporation
Web Address	www.motorolasolutions.com
Product	Radio Communication infrastructure, systems, devices, subscriber equipment (2-way radios) and command center applications.

Company Contacts

Contact Name	Address	Phone/FAX	Email
Bob Prince	344 Woodland Lane Orange, CT 06477	Phone: 1 (203) 799145 FAX:	bob.prince@motorolasolutions.com
Manny Litos	102 Lakewood Circle South Manchester, CT 06040	Phone: (860) 966-3822 FAX: (413) 523-0520	manny.litos@motorolasolutions.com

Current Active Contracts

Contract Dates	Contract Number	Description
Start Date: 02/10/1992 End Date: 12/31/2050	92ITZ0031	Motorola Inc., (MEGG Associates, Inc.), (CRISNet, Inc.) Master Agreement Number A-92-031 DPS CRIS NIBRS Central Repository Software License Agreement UCRR Unified Criminal Recoding Repository
Start Date: 11/23/1991 End Date: 12/31/2050	99ITZ0001	Motorola, Inc. Master Agreement Number A-99-001 DESPP 800 MHZ Radio System 1999 Maintenance and Support Services

Company Selected Industry Codes

Class	Class Description	SubClass Description (SubClass)
0017	Communication, Signal, and Alarm Equipment, Accessories & Supplies	Video Surveillance Products (031) Global Positioning Systems, Purchase of (097)
7000	Telephone and Radio Equipment	Radio Equipment, Supplies & Parts (560)

Company Affiliates

Affiliate Name	Description
No Affiliate records found.	

Supplier Diversity Certificate History

Expiration Date	Certificate Type	Woman	Disabled	Class Description
No History records found.				



Attn: National Service Support
 11299 East Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346



Date: 5/7/2019

COPY

SERVICES QUOTE

Service Agreement #: USC000023996

Company Name: West Haven, City Of
 Attn: _____
 Billing Address: 355 Main St
 City, State, Zip: West Haven, CT, 06516
 Customer Contact: _____
 Phone: _____
 Fax: _____

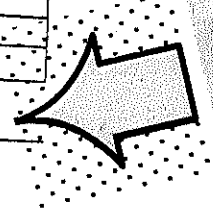
Required P.O.: Yes
 Customer #: 103666024
 Bill to Tag #: 0022
 Renewal Start Date: 08/01/2019
 Renewal End Date: 07/31/2020
 Payment Cycle: TBD
 Tax Exempt: Yes or No
 PO #: _____

	Description	Monthly Ext	Extended
Centralized Service	Technical Support / Dispatch Services	\$ 1,323.01	\$ 15,876.17
Field Services	Onsite Infrastructure Response with Local Dispatch /	\$ 5,140.88	\$ 61,690.53
Repair	Infrastructure Repair Services	\$ 1,973.08	\$ 23,677.00
Field Services	Network Preventative Maintenance	\$ 985.44	\$ 11,825.22
Repair Management	Local Radio Repair Service	\$ 1,855.50	\$ 22,266.00
	12 APX 4000		
	135 APX6500		
	132 APX6000		
	6 APX7500		
Network Updates	SUAII - 7.14 to 7.18	\$ 13,656.73	\$ 163,880.76
TOTAL		\$ 24,934.64	\$ 299,215.68

SPECIAL INSTRUCTIONS - Subject to Master Terms and Conditions
 Excludes: Tower Climb, Generators, UPS, HVAC, Verint

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.

SUBCONTRACTOR(S)	CITY	STATE
Utility Communications		CT



AUTHORIZED CUSTOMER SIGNATURE _____ TITLE _____ DATE _____

CUSTOMER PRINT NAME _____

MOTOROLA REPRESENTATIVE (SIGNATURE) _____ TITLE _____ DATE _____

Maria Bradley (FPT486) _____
 MOTOROLA REPRESENTATIVE (PRINT NAME) _____ PHONE 201-398-6286

WARRANTY AND MAINTENANCE

Motorola has over 75 years of experience supporting mission critical communications for public safety and public service agencies. Motorola's technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

THE MOTOROLA SERVICE DELIVERY TEAM

Customer Support Manager

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Authorized Servicer's functions.

Motorola System Technologists

The Motorola System Technologists (ST) are available to assist Motorola's Authorized Servicers when needed for network health and operations.

Motorola System Support Center

Located in Schaumburg, Illinois, the System Support Center (SSC) is a key component to the overall management and system maintenance. As detailed in this Customer Support Plan, the following services are provided by the System Support Center:

- o Dispatch Service
- o Infrastructure Repair
- o Technical Support

Motorola Local Service Provider

Motorola's authorized service centers are staffed with trained and qualified technicians. They provide rapid response, repair, restoration, installations, removals, programming, and scheduled preventive maintenance tasks for site standards compliance and RF operability.

Motorola has proven experience to deliver mission critical network support

- Extensive Experience – Motorola has over 70 years of experience supporting mission critical communications and the Public Safety community.
- Capacity to Respond – Motorola's network of local service centers, repair depots, system support center and parts support enable Motorola to provide quick and effective service delivery.
- Flexibility and Scalability – Motorola's Support Plans are customized to meet individual Customer needs.
- Skills and Process – Motorola uses a well-established, structured, and disciplined approach to provide service delivery. Motorola's team of well-trained and committed people understands the communications technology business.

Motorola's authorized service centers are assessed annually for technical and administrative competency.

Motorola places great emphasis on ensuring that communications systems, such as the one proposed for City of West Haven, meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola offers customized warranty and post-warranty services as outlined in this section.

7.1 WARRANTY SERVICES

The service products that comprise the Custom Warranty package are listed below along with a brief description.

The warranty on the infrastructure will commence on the date of beneficial use or system acceptance, whichever occurs first, and will continue for twelve (12) months from that date on a seven (7) day-a-week, twenty-four (24) hour-a-day basis.

These services are included in the price of the system. After the warranty period expires, these services may be purchased under a separate agreement. Motorola's service package is comprised of the following services:

- o Dispatch Service.
- o OnSite Infrastructure Response.
- o Network Preventative Maintenance.
- o Infrastructure Repair.
- o Technical Support Service.

7.1.1 Dispatch Service

Motorola's Dispatch Service ensures that trained and qualified technicians are dispatched to diagnose and restore your communications network. Following proven response and restoration processes, the local authorized service center in your area is contacted and a qualified technician is sent to your site. An automated escalation and case management process is followed to ensure that technician site arrival and system restoration comply with contracted response and restore times. Once the issue has been resolved, the System Support Center verifies resolution and with your approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

7.1.2 OnSite Infrastructure Response

Motorola OnSite Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times. The field technician restores the system by performing first level troubleshooting on-site. If the technician is unable to resolve the issue, the case is escalated to the System Support Center or product engineering teams as needed.

Please note that any tower climbs, if required, will be billed on a Time and Materials basis.



7.1.3 Network Preventative Maintenance

Network Preventative Maintenance provides an operational test and alignment on your infrastructure or fixed network equipment to ensure that it meets original manufacturer's specifications. Trained technicians:

- o Physically inspect equipment.
- o Remove dust and foreign substances.
- o Clean filters.
- o Measure, record, align and adjust equipment to meet original manufacturer's specifications.

One (1) Network Preventative Maintenance check is included during the warranty period. This service is performed based on a schedule agreed upon between you and Motorola. Network Preventative Maintenance proactively detects issues that may result in system malfunctions and operational interruptions.

7.1.4 Infrastructure Repair

Infrastructure Repair service provides for the repair of all Motorola-manufactured equipment, as well as equipment from third-party infrastructure vendors. All repair management is handled through a central location eliminating your need to send equipment to multiple locations.

Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test, and repair your equipment. Our ISO9001 and TL9000-certified processes and methodologies ensure that your equipment is quickly returned maintaining the highest quality standards.

7.1.5 Technical Support Service

Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in-house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.

7.2 OPTIONAL YEARS 2-5 POST WARRANTY SERVICES

As Motorola's continuing commitment to supporting your system, warranty services can be extended after the warranty period to provide maintenance and service support in future years. Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings. These system support services significantly benefit City of West Haven because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.

Optional pricing for post warranty services in Years 2 through 5 is listed in the pricing section of this proposal. Post warranty services in Years 2 through 5 are optional, and are not included in the system price. The optional post warranty services included in the pricing for years 2 through 5 are:

- Dispatch Service.
- OnSite Infrastructure Response.
- Network Preventative Maintenance.
- Infrastructure Repair.
- Technical Support Service

Descriptions for the services listed above can be found in the Warranty Services section of this proposal.

West Haven Services Overview

Technical Support

Layered support every time you need it

Motorola centralized Technical Support service provides an additional layer of support through centralized, telephone consultation for technical issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the Motorola System Support Center (SSC) and staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues.

Dispatch Service

Centralized dispatch ensures timely on-site support

With Motorola Dispatch Service, all you have to do is make one phone call and your system response and restoration process begins immediately. Dispatch ensures that local, trained and qualified technicians will arrive at your location within hours to diagnose and restore your communications network. Following proven response and restoration processes, Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site.

Onsite Support

Motorola OnSite Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times. The field technician restores the system by performing first level troubleshooting on-site. If the technician is unable to resolve the issue, the case is escalated to the System Support Center or product engineering teams as needed.

Network Preventive Maintenance

Reduce overhead costs & proactively detect potential issues.

Network Preventative Maintenance is a service that will provide an operational test and alignment, as applicable, on the customer's equipment (infrastructure or fixed network equipment only) to ensure the equipment meets original manufacturer's specifications

Infrastructure Repair

Infrastructure Repair Services are maintenance programs designed to maintain customers' fixed network equipment.

Motorola's expert infrastructure Repair Service covers all Motorola-manufactured equipment, as well as equipment from select third-party vendors. Factory trained and certified technicians troubleshoot, analyze, test, and repair your equipment at IDO. And your repairs are tracked and quickly returned via our rigorous, defined case and escalation management procedures.



Motorola Solutions, Inc.
123 Tice Blvd Suite 202
Woodcliff Lake, NJ 07677

Telephone: +1 201.949.5500
Fax: +1 201.949.5799

August 8, 2020

West Haven CT,

Re: Sole Source Service and Software Maintenance

Dear Jennifer,

Motorola Solutions (MSI) is uniquely positioned to provide ongoing support of the 7.14 ASTRO25 system. Our ability to provide a combination of services including technical, support and case management is unmatched. Representatives at the Call Center (CCO) provide management of support cases through to resolution and provide dispatch services as well as case escalation if extended technical support is required.

In addition to dispatch and case management functions MSI provides technical support which includes field service access to highly trained individuals with experience troubleshooting advanced systems. These technical resources have the ability to escalate issues to our Central Systems Engineering team if an issue requires even greater expertise to characterize and resolve. Access to these resources is exclusive to MSI supported contracts. Since many of the circuits and protocol components of your Motorola Solutions Astro 25 System and equipment are patented and proprietary to MSI, we are prevented from offering full access to other than Motorola Authorized Service Providers. MSI has the trained personnel and the necessary facilities to respond to your service requirements 24 hours a day, 7 days a week. MSI provides technical training to Motorola authorized service providers. This is offered as a method of assuring that our customers have access to qualified technical resources. This is an investment by MSI and ensures the systems we provide are maintained with qualified technical staff. It also enables us to make certain that proper test equipment and procedures are followed. MSI has listened to our customers and have established a methodology to continuously assess the Motorola authorized service community. Our customers expect a qualified authorized service provider capability. We have an extensive assessment process, continually updated, for those designated as Authorized Service Providers. The assessment processes review technical training, customer service & satisfaction, test equipment, and other related qualifications.

MSI does not provide training to organizations that are not authorized by MSI. We are not a public or institutional training facility. Motorola has no control over work done by service providers not authorized, assessed or trained by Motorola. We do not offer technical training to anyone who is not a direct employee of the end user customer or one of our Authorized Motorola Service Stations.



MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
123 Tice Blvd Suite 202
Woodcliff Lake, NJ 07677

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Fax: +1 201.949.5799

The combination of case management and access to technical support resource forms a solid foundation for the field response team and customer to depend on insuring the ASTRO25 system operates with high availability. The addition of services including SUS and preventative maintenance provides a comprehensive package that only MSI can provide in total.

With respect to Lifecycle and system refreshes (Upgrades), Motorola Solutions is the only company that can support Lifecycle upgrades for Motorola Solutions Astro25 systems. Our factory (Upgrade Operations) plays a lead role in assuring that the upgrades are performed to tested MSI best practices. A detailed pre tested Method of Procedure is followed to ensure minimum disruption to radio communications. Other vendors or our partners cannot address Lifecycle due to the complexities and necessary resources needed to assure a mission critical communications system upgrade is performed correctly.

Please feel free to call Maria Bradley with any further questions at 201-398-6286. Thank you for choosing Motorola for your radio communications system service.

MOTOROLA SOLUTIONS, INC.

Maria Bradley

Maria Bradley
Customer Support Manager

MOTOROLA
 All-in National Service Support
 13788 East Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

SERVICES AGREEMENT

Date: 02/26/2020

Service Agreement # 1 TBD

Company Name: West Haven, City CT
 Billing Address: 352 Main St
 City, State, Zip: West Haven, CT, 06616
 Customer Contact:
 Phone:
 Fax:

Required P.O. #:
 Customer #:
 Bill to Tag #:
 Renewal Start Date:
 Renewal End Date:
 Payment Cycle: TBD
 Tax Exempt: Yes or No

Sub group	Description	Upgrade		Year 1	Year 2	Year 3	Year 4	Year 5	Total
		Q4 2020	Jan to Fiscal Year						
Essential Plus Package	Essential Plus Package								
Centralized Service	Technical Support and Dispatch								
Raid Service	Onsite Support								
Field Service	Network Preventative Maintenance								
Repair	Infrastructure Repair								
Security Management	Security Update Service								
Network	EUAS Upgrade 7.14 - 2020.1								
TOTAL		\$ 18,813.50	\$ 76,816.00	\$ 16,821.00	\$ 16,821.00	\$ 16,821.00	\$ 16,821.00	\$ 16,821.00	\$ 84,126.00

SPECIAL INSTRUCTIONS - All services are subject to Motorola's standard terms and conditions.

Excluded: Travel Costs, Deterioration, and IPSEC, VPN

THIS SERVICE AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES PROVIDED BY MOTOROLA.

SUBCONTRACTOR(S)	CITY	STATE
None	None	None

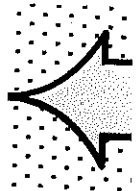
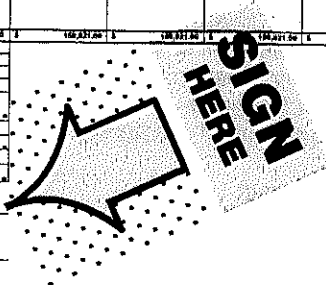
AUTHORIZED CUSTOMER SIGNATURE _____ TITLE _____ DATE _____

CUSTOMER PRINT NAME _____

MOTOROLA REPRESENTATIVE (SIGNATURE) _____ TITLE _____ DATE _____

Marie Bradley (FPF#88) 201-368-4788

MOTOROLA REPRESENTATIVE (PRINT NAME) _____ PHONE _____



Maintenance Support and SUAII Purchase Agreement

Motorola Solutions, Inc. ("Motorola") and City of West Haven, ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Maintenance support and SUA II services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	SUA II Statement of Work
Exhibit B-1	Maintenance Services Statement of Work
Exhibit C	Payment Schedule
Exhibit D	Equipment List, if applicable

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

"Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

"Motorola Software" means Software that Motorola or its affiliated company owns.

"Non-Motorola Software" means Software that another party owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

4.8. All Equipment must be in good working order on the Effective Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.9. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.10. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering its Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

7.1 Customer affirms that execution of this Agreement is the only Notice to Proceed ("NTP") that Motorola will receive for the term of this Agreement and that a purchase order or NTP is not required for contract performance and that sufficient funds have been appropriated in accordance with applicable law. Customer will pay all proper invoices as received from Motorola solely against this Agreement. Upon execution of this Agreement, Customer will provide all necessary reference information to include on invoices for payment per this Agreement.

7.2 **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$1,063,128.50. Contract Price includes the Equipment, Software and Services provided under this Agreement and as defined in the Exhibits, excluding applicable sales or similar taxes and freight charges. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price.

7.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Invoices will be mailed or emailed to Customer pursuant to Section 7.3.1, Invoicing and Shipping Addresses. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

7.3.1. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

7.4 INFLATION ADJUSTMENT. After the end of the first year service period in this Agreement, if any, during the Term of this Agreement, if the change in the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) annual index for each Contract year results in an increase of three percent (3%), the price for the following year's services will increase by an incremental dollar amount per the following formula: Current year's maintenance price * (actual change in the CPI - 3 percentage points). The successive year's service will increase from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated 60 days prior to the 12th/24th/36th, etc. anniversary of the end of the last service period in this Agreement. It will be calculated based upon the CPI for the most recent twelve month increments beginning from the most current month available as posted by the U.S. Department of Labor. The price adjustment would fix the price for the following 12 months. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

7.5 FREIGHT, TITLE AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to the Software will not pass to the Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

Section 8 WARRANTY

8.1. SERVICE WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2. **EQUIPMENT WARRANTY.** Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship for a period of ninety (90) days from the date of shipment.

8.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit B-1.

8.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

8.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DEFAULT AND TERMINATION

9.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving written notice of termination to the defaulting party.

9.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that

specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

9.3 If the Customer terminates this Agreement before the end of the 6 year Term, for any reason other than Motorola default, then the Customer will reimburse Motorola for the amount of the multi-year discount realized by the Customer up to the date of termination, not to exceed 3 years. This is not a penalty, but a reconciliation of the price structure.

9.4. SUA upgrade payment requirement. The SUA annualized price is based on the fulfillment of the two year SUA cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

Section 10 EXCLUSIVE TERMS AND CONDITIONS

10.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to these Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

10.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound to any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 11 CONFIDENTIALITY AND PROPRIETARY RIGHTS

11.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the parties may provide each other with Confidential Information, and will notify the other in writing when any confidential information is provided. Each party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and not grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by Alabama law and this Agreement.

11.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest

in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 12 INDEMNIFICATION

12.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

12.2. PATENT AND COPYRIGHT INFRINGEMENT.

12.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.2.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other governmental matters.

Section 15 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

15.1. **GOVERNING LAW.** This Agreement is governed by the laws of the State in which the Services are performed.

15.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

15.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

15.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

15.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will

not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had

executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8 NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.	Customer
Attn: Motorola Law Dept	Attn: _____
Legal, Government Affairs & Corporate Communications	_____
500 W Monroe, 43 th Floor	_____
Chicago, IL 60661	_____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

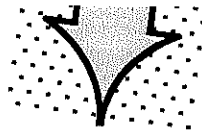
16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for and utilized by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

16.12 FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

16.13 Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

16.14. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 11 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.



The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A
Motorola Software License Agreement

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and

conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation;

provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and

the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit C Payment Schedule

Payment Due Date:	Q4 2020	Q4 2020	July 1, 2021	July, 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025	Total
Description		Service Contract 1/1/21-8/30/21	Year 1	Year 2	Year 3	Year 4	Year 5	
Essential Plus Package								
Technical Support and Dispatch								
Onsite Support								
Network Preventive Maintenance								
Infrastructure Repair								
Security Update Service								
SUAI	Upgrade 7.14 - 2020.1			2nd Eligible Upgrade Window		3rd Eligible Upgrade Window		
	Due:	\$ 188,515.00	\$ 78,510.50	\$ 158,021.00	\$ 158,021.00	\$ 158,021.00	\$ 158,021.00	\$ 1,080,128.50

EXHIBIT B

ASTRO 25 K-CORE SYSTEM UPGRADE AGREEMENT II (SUA II)

1. Description of Service and Obligations

1. As system releases become available, Motorola Solutions agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 K-Core system.
2. The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 K-Core system must be in the Standard Support Period.
3. If the Customer's system is not within the Standard Support Period, Motorola Solutions will upgrade the system to a current software release during the first 12 months of the coverage period. Subsequent upgrades will be based on the standard SUA II entitlement of up to one system infrastructure upgrade in a two year period, beginning in the second year of the coverage period.
4. ASTRO 25 K-Core system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
5. The price quoted for the K-Core SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the certified system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
6. ASTRO 25 K-Core SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
7. The following ASTRO 25 K-Core certified system release software for the following products are covered under this ASTRO 25 K-Core SUA II:
 1. Servers
 2. Workstations
 3. Firewalls
 4. Routers
 5. LAN switches
 6. MCC 7XXX Dispatch Consoles
 7. GTR8000 Base Stations
 8. GCP8000 Site Controllers
 9. GCM8000 Comparators

10. Motorola Solutions Logging Interface Equipment
11. NICE and Verint Logging Solutions (if purchased)

8. ASTRO 25 K-Core SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 K-Core SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 K-Core SUA II coverage.

9. Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.

10. The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :

1. Servers
2. Workstations
3. Routers
4. LAN Switches

11. The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:

1. GTR 8000 Base Stations
2. GCP 8000 Site Controllers
3. GCM 8000 Comparators
4. MCC 7XXX Dispatch Consoles

12. The ASTRO 25 K-Core SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.

13. Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the certified system upgrade are not included.

14. As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:

1. Review infrastructure system audit data as needed.
2. Identify additional system equipment needed to implement a system release, if applicable.
3. Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

4. Advise Customer of probable impact to system users during the actual field upgrade implementation.
 5. Program management support required to perform the certified system upgrade.
 6. Field installation labor required to perform the certified system upgrade.
15. ASTRO 25 K-Core SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 K-Core SUA II price adjustment.
16. Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 K-Core system release are listed in the SMA bulletin.

2. Upgrade Elements and Corresponding Party Responsibilities

1. Upgrade Planning and Preparation: All items listed in this section are to be completed at least 4 months prior to a scheduled upgrade.

1. Motorola responsibilities

1. Obtain and review infrastructure system audit data as needed.
2. Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.
3. If applicable, identify additional system hardware needed to implement a system release and if the customer has added hardware that is not covered under this agreement.
4. Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
5. Advise Customer of probable impact to system users during the actual field upgrade implementation.
6. Inform Customer of high speed internet connection requirements.
7. Assign program management support required to perform the certified system upgrade.
8. Assign field installation labor required to perform the certified system upgrade.

9. Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

2. Customer responsibilities

1. Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.

2. Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.

3. Assist in site walks of the system during the system audit when necessary.

4. Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.

5. Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

6. Provide or purchase labor to implement optional system release features or system expansions.

7. Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2. System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

1. Motorola responsibilities

1. Perform appropriate system backups.

2. Work with the Customer to validate that all system maintenance is current.

3. Work with the Customer to validate that all available security patches and antivirus updates have been updated on the customer's system.

1. Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

2. Customer responsibilities

1. Validate system maintenance is current.

2. Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

3. System Upgrade

1. Motorola responsibilities

1. Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2. Customer responsibilities

1. Inform system users of software upgrade plans and scheduled system downtime.

2. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

4. Upgrade Completion

1. Motorola responsibilities

1. Validate all certified system upgrade deliverables are complete as contractually required.
2. Deliver post upgrade implementation training to the customer as needed, up to once per system.
3. Obtain upgrade completion sign off from the customer.

2. Customer Responsibilities

1. Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.
2. Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
3. Provide Motorola with upgrade completion sign off.

3. Exclusions and Limitations

1. The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 K-Core SUA II unless otherwise agreed in writing by Motorola and included in this SOW.
2. The parties acknowledge and agree that the ASTRO 25 K-Core SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- Motorola Public Sector Applications Software ("PSA")
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment

3. ASTRO 25 K-Core SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

4. ASTRO 25 K-Core SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

5. ASTRO 25 K-Core SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other

applications that are not part of the ASTRO 25 K-Core system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted..

6. ASTRO 25 K-Core SUA II does not cover the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 2.1.1.2.

7. Motorola will provide the latest applicable patches and antivirus updates when and if available, as a part of the system release upgrade. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 K-Core network functionality.

8. Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 K-Core SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

4. Special provisions

1. Customer acknowledges that if the System has a Special Product Feature, that it may be overwritten by the software update. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 K-Core SUA II.
2. Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
3. ASTRO 25 K-Core SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 K-Core 7.x software version in the Customer's system or discontinues the ASTRO 25 K-Core SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 K-Core SUA II services applicable to the terminated period.
4. If Customer chooses to not have Motorola apply the security patches and antivirus updates as described in 2.1.1.2 and this delays or postpones the system software update, Motorola reserves the right to charge the Customer a fee equivalent to the costs incurred by Motorola Solutions for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.
5. If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by Motorola Solutions.
6. The K-Core SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

Appendix A – ASTRO 25 K-Core System Release Upgrade Paths

ASTRO System Release	Certified Upgrade Paths
Pre-7.15	Upgrade to Current Shipping Release
7.15	7.17.X*
7.16	7.18
7.17.X*	A2019.1, A2019.2; A2020.1, A2020.2
7.18	A2021.1

* Includes planned incremental releases

- The information contained herein is provided for information purposes only and is intended only to outline Motorola’s presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date.. Any change in system configuration may require an ASTRO 25 K-Core SUA II price adjustment.

Master Site Configuration	
# of Master Sites	1
System Level Features	
MOSCAD NFM RTU (typically 1 per site location)	0
MOSCAD NFM / SDM Clients	0
Network Management Clients	0
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	0
Security Configuration	
Firewalls	0
RF Site Configuration	
# of RF Sites	3
Simulcast Prime Sites (including co-located/redundant)	6
RF Sites (includes Simulcast sub-sites, ASR sites)	0
GTR 8000 Base Stations	0
Dispatch Site Configuration	
# of Dispatch Sites	1
MCC7500 Dispatch Consoles	7
MCC7100 Dispatch Consoles	0
AIS	0
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog)	0
Verint Logging recorders (IP, Telephony, or Analog)	Direct with West Haven
MACH Alert FSA	0
Genesis Applications	0

EXHIBIT B - 1

SECTION 1

ESSENTIAL PLUS SERVICES STATEMENT OF WORK

1.1 INTRODUCTION

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

Essential Plus Services are Technical Support, OnSite Support, Annual Preventive Maintenance, Network Hardware Repair, and Self-Installed Security Patches. Each of these services are summarized below and expanded upon in the appendices A, B, C, D and E. In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

1.1.1 Essential Plus Services

Motorola's Essential Plus Services are designed for customers who would benefit from Motorola's support experience. Essential Plus Services are delivered through a combination of centralized resources within Motorola's Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Essential Plus Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Essential Plus Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Essential Plus Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Essential Plus Services CSP and other portions of the Agreement



1.1.2 Customer Support Plan (CSP)

The Essential Plus Services Statement of Work summarizes Motorola's delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Essential Plus Services SOW will be adapted to each Customer's own environment and unique needs via the CSP.

The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Essential Plus Services SOW

1.1.3 Centralized Service Delivery

Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the SSC Network Operations Center by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix A contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

1.1.4 Field Service Delivery

Essential Plus Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on pre-defined Priority levels. Appendix D contains the SOW for Onsite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer's specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis. Appendix E contains the SOW for Annual Preventive Maintenance.

Appendix F contains the SOW for Annual Preventive Maintenance.



1.1.5 Network Hardware Repair

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process. Appendix B contains the SOW for Network Hardware Repair.

Network Hardware Repair with Advanced Replacement is a purchasable option under which Motorola will provide Customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) as they are available in exchange for Customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. Customers who prefer to maintain their existing FRU inventory have an option to request a "Loaner" FRU while their unit is being repaired. If purchased, an appendix with the Network Hardware Repair with Advanced Replacement SOW will be included at the end of this document.

1.1.6 Security Management Operations

Self Installed Security Patches

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Once tested, Motorola posts the updates to a secured extranet website and sends an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. Appendix C contains the SOW for Self-Installed Security Patches.

1.1.7 MyView Portal

MyView Portal is a web-based platform that provides a transparent, single source view of network maintenance and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

Technical Support: View Incident status details to compare them to committed response times.

OnSite Support: Observe Incident details by Priority level and track the progress of onsite support issue resolution.

Annual Preventive Maintenance: Access the maintenance status for all sites and quickly identify actions needed to take to optimize system performance.

Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.

Security Patching: Download pre-tested security updates to ensure the network is protected.

Trending Reports: Access up to 13 months of historical data and system activity to analyze Incident management.

Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.



1.2 APPENDIX A: TECHNICAL SUPPORT STATEMENT OF WORK

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. Technical Support availability for Medium and Low Priority Incidents is outlined in the Priority Level Response Goals. Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed Priority Level Response Goals Level Definitions stated in this document.

Motorola will track the progress of each Incident from initial capture to resolution. Motorola will advise and inform the customer of the Incident progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. See Priority Level Response Goals Level Definitions.

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.



1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.
- 1.4.2 Third party support for equipment not sold by Motorola.
 - 1.4.3 System installations, upgrades, and expansions.
 - 1.4.4 Customer training.
 - 1.4.5 Hardware repair and/or exchange.
 - 1.4.6 Network security services.
 - 1.4.7 Network transport management.
 - 1.4.8 Motorola services not included in this statement of work.
 - 1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

- 1.5.1. Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Critical, High Priority Incidents. Refer to Priority Level Response Time Goals for Medium, Low response times.
- 1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the Priority Level Response Time Goals section of this document and the Incident priority levels defined in the Priority Level Definitions section of this document.
- 1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.
- 1.5.4. Maintain communication with the customer in the field as needed until resolution of the Incident
- 1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.
- 1.5.7. Determine, in its sole discretion, when a Incident requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.



1.6. The Customer has the following responsibilities:

- 1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- 1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
- 1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.
- 1.6.6. Validate issue resolution prior to close of the Incident in a timely manner.
- 1.6.7. Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the Priority Level Definitions and in the Priority Level Response Time Goals section in this document.
- 1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support
- 1.6.9. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.7 Technical Support Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times of the Incidents:

Incident Priority	Definition
Critical	<p>Core: Core server failures Core Link failure</p> <p>Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down</p>
High	<ul style="list-style-type: none"> ▪ Consoles: Console positions down (>= 33%) Console Site Link Down ▪ Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down ▪ Conventional Channels: >= 50% of conventional channels (CCGW) down ▪ Devices: Site Router/switch, GPS server down
Medium	<p>Consoles: Console positions down (< 33% at a site)</p> <p>Sites/Subsites: < 33% of channels down</p> <p>Conventional Channels: ▪ Less than 50% of conventional channel down</p>
Low	<p>Minor events and warnings in the system</p> <ul style="list-style-type: none"> ▪ Preventative & Planned Maintenance Activities (Scheduled Work)



1.8 Technical Support Priority Level Response Goals

The response times are based on the defined Incident Priority levels as follows:

Incident Priority	Response Time
Critical	A Motorola SSC Technician will make contact with the customer technical representative <u>within one hour</u> of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
High	A Motorola SSC Technician will make contact with the customer technical representative within <u>four hours</u> of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided <u>24 x 7</u> .
Medium	A Motorola SSC Technician will make contact with the customer technical representative within <u>four hours</u> of the request for support being logged at the issue management system. Response provided 8 x 5 on <u>standard business days</u> , hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Low	A Motorola SSC Technician will make contact with the customer technical representative <u>within next business day</u> of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

1.3 APPENDIX B: NETWORK HARDWARE REPAIR STATEMENT OF WORK

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.2 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at <https://businessonline.motorolasolutions.com>, under Repair Status/Submit Infrastructure RA.

1.3 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair:

- 1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.4.2. All Third party infrastructure hardware over two (2) years from product cancellation date.
- 1.4.3. All Broadband infrastructure over three (3) years from product cancellation date
- 1.4.4. Physically damaged infrastructure.
- 1.4.5. Third party equipment not shipped by Motorola
- 1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.4.7 Video retrieval from Digital In-Car Video equipment.



- 1.4.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave¹, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS¹
- 1.4.9 Test equipment.
- 1.4.10. Racks, furniture and cabinets.
- 1.4.11. Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Note! Excludes batteries and on-site services

1.5 Motorola has the following responsibilities:

- 1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.
- 1.5.2 Provide repair return authorization numbers when requested by Customer.
- 1.5.3 Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.
- 1.5.4 Perform the following service on Motorola infrastructure:
 - 1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.
 - 1.5.4.2. Replace malfunctioning Field Replacement Units (FRU) or components.
 - 1.5.4.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.
 - 1.5.4.4 Perform a box unit test on all serviced infrastructure.
 - 1.5.4.5 Perform a system test on select infrastructure.
- 1.5.5 Provide the following service on select third party infrastructure:
 - 1.5.5.1 Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 1.5.5.2 Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 1.5.5.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.



1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.

1.5.5.6 Properly package repaired infrastructure.

1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.6 The Customer has the following responsibilities:

1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.

1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.

1.6.3 Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.

1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.6.5 Provide customer purchase order number to secure payment for any costs described herein.

1.6.6 Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition.

1.6.6.1 Clearly print the return authorization number on the outside of the packaging.

1.6.7 Maintain versions and configurations for software/applications and firmware to install repaired equipment.

1.6.8 Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.

1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.



- 1.6.10 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.4 APPENDIX C: SELF INSTALLED SECURITY PATCHES STATEMENT OF WORK

To verify compatibility with your ASTRO 25 system, Motorola's Remote Security Patch Installation provides pre-tested 3rd party software (SW) security updates.

In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party or together as "Parties"

1.1 Description of Self installed Security Patches Service

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these OEM vendor supported updates on a quarterly basis.

Once tested, Motorola will post the OEM vendor supported updates to a secured extranet website and send an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. Motorola will also provide labels on the extranet site that can be printed and applied to DVD's. The customer will be responsible for the download and deployment of these updates to their ASTRO 25 System.

1.2 Scope

Self-Installed Security Patches Service supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support 5 releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

Self-Installed Security Patches Service is available for any L or M core system in a supported release.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless



otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

Motorola has the following responsibilities:

- Obtain relevant third party SW security updates as made available from the OEM's. This includes antivirus definition updates, OEM vendor supported operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Self Installed Security Patches Service. Motorola does not control when these updates are released, but current release schedules are listed for reference:
 - McAfee Antivirus definitions– Weekly
 - Microsoft PC and Server OS patches – Monthly
 - Solaris, RHEL OS, VMware hypervisor patches – Quarterly
- Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each update has on the system.
- Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.
- Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.
- Pre-test STIG recommended remediation when applicable.
- Release all tested updates to Motorola's secure extranet site.
- Include documentation for installation, recommended configuration changes, and identified issues and remediation for each update release.
- Include printable labels for customers who download the updates to CD's.
- Notify customer of update releases by email.
- A supported Self Installed Security Patches Service ASTRO 25 release matrix will be kept on the extranet site for reference.

The Customer has the following responsibilities:

- Provide Motorola with pre-defined information prior to contract start date necessary to complete a Customer Support Plan (CSP).
- Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- Provide means for accessing pre-tested files (Access to the extranet website).
- Deploy pre-tested files to the customer system as instructed in the "Read Me" text provided.

- Implement recommended remediation(s) on customer system, as determined necessary by customer.
- Upgrade system to a supported system release as necessary to continue service.
- Adhere closely to the Solutions Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.
- Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.
- Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.3 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3rd party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.



1.4 K Core SUS

K Core SUS is available for Windows Clients and Console Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

Motorola has the following responsibilities:

- Obtain relevant 3rd party security updates as made available and supported from the OEM's. This includes OEM vendor available/supported operating systems patches, covered by SUS. Motorola does not control when these updates are released, but current release schedules are listed for reference:
 - Microsoft PC – Monthly
- Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each update has on the system.
- Testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO test system with standard supported configurations.
- Address any issues identified during testing by working with Motorola selected commercial supplier and/or Motorola product development engineering team. If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.
- Release all tested updates to Motorola's secure extranet site.
- Include documentation for installation, recommended configuration changes, and identified issues and remediation for each update release.
- Include printable labels for customers who download the updates to CD's.
- Notify customer of update releases by email.

The Customer has the following responsibilities:

- Provide Motorola with pre-defined information prior to contract start date necessary to complete a Customer Support Plan (CSP).
- Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- Provide means for accessing pre-tested files (Access to the extranet website).
- Deploy pre-tested files to the customer system as instructed in the "Read Me" text provided.
- Implement recommended remediation(s) on customer system, as determined necessary by customer.
- Upgrade system to a supported system release as necessary to continue service.
- Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.



- Comply with the terms of the applicable license agreement between the customer and the non-Motorola software copyright owner.



1.5 APPENDIX D: ONSITE SUPPORT STATEMENT OF WORK

Motorola's OnSite Support service provides Incident management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening an Incident for onsite support and monitoring the status of that Incident to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Priority Levels set forth in Priority Level Definitions table and Response times set forth in Priority Level Response Time Goals table in order to restore the system.

Motorola will provide an Incident management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and Incident closure. The SSC will continuously track and manage Incidents from creation to close through an automated Incident tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with Priority Level Definitions and Priority Level Response Time Goals tables.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure

2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create an Incident as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the Incident to resolution.
- 2.3. Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary Incident information.
- 2.4. Provide the required personnel access to relevant customer information as needed.
- 2.5. Servicer will perform the following on-site:
- 2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).

- 2.7. Replace defective Infrastructure or FRU, as supplied by customer.
- 2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
- 2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
- 2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the Incident will be closed and the Servicer will be released.
- 2.11. Escalate the Incident to the appropriate party upon expiration of a response time.
- 2.12. Close the Incident upon receiving notification from customer or servicer, indicating the Incident is resolved.
- 2.13. Notify customer of Incident status as defined by the Customer Support Plan:
 - 2.13.1 Open and closed; or
 - 2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
- 2.14. Provide Incident activity reports to customer if requested.

3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service.
- 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
 - 3.2.1. Incident notification preferences and procedure.
 - 3.2.2. Repair verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
- 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned system ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open an Incident.
- 3.4. Allow Servicers access to equipment.
- 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.



- 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
- 3.7. Maintain and store in an easily accessible location proper system backups.
- 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.
- 3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

4.0 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times:

Incident Priority	Definition
Critical	Core: Core server failures Core Link failure Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down
High	<ul style="list-style-type: none"> - Consoles: Console positions down (>= 33%) Console Site Link Down - Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down - Conventional Channels: >= 50% of conventional channels (CCGW) down - Devices: Site Router/switch, GPS server down
Medium	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: - Less than 50% of conventional channel down
Low	Minor events and warnings in the system <ul style="list-style-type: none"> - Preventative & Planned Maintenance Activities (Scheduled Work)



5.0 Onsite Support Priority Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Incident Priority Level	Standard Response Time
Critical	Within 4 hours from receipt of notification continuously
High	Within 4 hours from receipt of notification continuously
Medium	Within 8 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)
Low	Within 12 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)

* Premier Response is an option that can be purchased, it provides a 2-hour response time for Critical /High Priority incidents (as applicable)

1.6 APPENDIX E: ANNUAL PREVENTIVE MAINTENANCE STATEMENT OF WORK

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, an additional quotation will be provided. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated 3rd party products per the level of service as defined in Table 1.

1.3 Limitations and Exclusions

Unless specifically called out in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, however, can be included as optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- 1.3.1. Emergency on-site visits required to resolve technical issues.
- 1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
- 1.3.3. System installations, upgrades, and expansions.
- 1.3.4. Customer training.
- 1.3.5. Hardware repair and/or exchange.
- 1.3.6. Network security services.
- 1.3.7. Network transport.
- 1.3.8. Information Assurance.
- 1.3.9. Motorola services not included in this statement of work.
- 1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
- 1.3.11. Tower climbs, tower mapping analysis or tower structure analysis



1.4 Motorola has the following responsibilities:

1.4.1. Notify the customer of any planned system downtime needed to perform this Service.

1.4.2. Advise customer of issues that may require attention.

1.4.3. Maintain communication with the customer as needed until completion of the Annual Preventive Maintenance.

1.4.4. Determine, in its sole discretion, when an Incident requires more than the Annual Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.

1.4.5. Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment for report completion TBD.

1.4.6. Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.

1.5 The Customer has the following responsibilities:

1.5.1. Provide preferred schedule for Annual Preventative Maintenance to Motorola.

1.5.2. Authorize and acknowledge any scheduled system downtime.

1.5.3. Maintain periodic backup of databases, software applications, and firmware.

1.5.4. Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.

1.5.5. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.5.6. Provide site escorts in a timely manner if required.

1.5.7. Provide Motorola with requirements necessary for access to secure facilities.

1.5.8. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service

1.6 The Servicer has the following responsibilities:

1.6.1. Perform the Preventive Maintenance tasks as set forth in Table 1 at the level of service the customer has purchased.

1.6.2. Perform the Site Performance Verification Procedures in Table 2 for each site type on the system.

1.6.3. Provide required diagnostic/test equipment necessary to perform the Preventive Maintenance service.

As applicable, use the Method of Procedure (MOPs) as defined for each task.

MASTER SITE CHECKLIST - LEVEL 1	
SERVERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date) on CSMS
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
DOMAIN CONTROLLERS (non-CSA)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.



MASTER SITE CHECKLIST - LEVEL 1	
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
FIREWALLS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
LOGGING EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.

PRIME SITE CHECKLIST - LEVEL 1	
SOFTWARE	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
MISCELLANEOUS EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.

PRIME SITE CHECKLIST - LEVEL 1	
Site Frequency Standard Check (TRAK)	Check lights and indicators for A/B receivers.
SITE CONTROLLERS	
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
COMPARATORS	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

DISPATCH SITE CHECKLIST - LEVEL 1	
GENERAL	
Inspect all Cables	Inspect all cables/connections to external interfaces are secure
Mouse and Keyboard	Verify operation of mouse and keyboard
Configuration File	Verify each operator position has access to required configuration files
Console Op Time	Verify console op time is consistent across all ops
Screensaver	Verify screensaver set as customer prefers
Screen Performance	Verify screen operational/performance
Touchscreen	Verify touchscreen operation (if applicable)
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"
DVD/CD	Verify / clean DVD or CD drive
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date)
HEADSET UNPLUGGED TESTING	
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.



DISPATCH SITE CHECKLIST - LEVEL 1	
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)
HEADSET PLUGGED IN TESTING	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).
OTHER TESTS	
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)
Desk Microphone Operation	Confirm desk mic operation (if applicable)
Radio IRR Operation	Verify radio IRR operational (if applicable) on MOT dispatch
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable) on MOT dispatch
Recording	Verify operator position being recorded on long term logging recorder (if applicable) if included in service agreement
COMPUTER PERFORMANCE TESTING	
Computer Reboot	Reboot op position computer
Computer Operational	Confirm client computer is fully operational (if applicable)
AUDIO TESTING	
Conventional Resources	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer's discretion) and at a single op position
Backup Resources	Confirm backup resources are operational

DISPATCH SITE CHECKLIST - LEVEL 1

EQUIPMENT ROOM TESTS	
Recording - AIS Test	Verify audio logging of trunked calls
Recording	Test op position logging on analog recorder (with customer assistance)
System Alarms	Review alarm system on all equipment for errors
Capture Diags	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
PLAYBACK STATION (Motorola Provided)	
Capture Diags	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.
Recall Audio	Verify that radio/telephone audio can be recalled

RF SITE CHECKLIST - LEVEL 1

RF PM CHECKLIST	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking) - ASR only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Table 2 for GTR tests)	Complete Base Station Verification tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx

MOSCAD CHECKLIST - LEVEL 1

MOSCAD SERVER	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.



MOSCAD CHECKLIST - LEVEL 1	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD CLIENT	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD RTU's	
Equipment Alarms	Verify no warning/alarm indicators.
Verify Connectivity	Verify Connectivity
Password Verification	Site devices to verify passwords. Document changes if any found.
Check Alarm/Event History	Review MOSCAD alarms and events to find if there are chronic issues.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

FACILITIES CHECKLIST - LEVEL 1	
VISUAL INSPECTION EXTERIOR	
ASR Sign	Verify that the ASR sign is posted.
Warning Sign - Tower	Verify warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting/photocell.
Exterior of Building	Check exterior of building for damage/disrepair.
Fences / Gates	Check fences/gates for damage/disrepair.
Landscape / Access Road	Check landscape/access road for accessibility.
VISUAL INSPECTION INTERIOR	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.

FACILITIES CHECKLIST - LEVEL 1	
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
UPS	
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.
GENERATOR	
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.
Motorized Dampers	Check operation
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness
Outdoor Unit	Check that outdoor unit is unobstructed
Wiring	Wiring (insect/rodent damage)
Cooling / Heating	Check each HVAC unit for cooling/heating
Motorized Dampers	Check operation

MICROWAVE CHECKLIST - LEVEL 1	
GENERAL	
Transport Connectivity	Confirm transport performance by viewing UEM for site link warnings or errors.
RADIO	
Alarms	Check alarm / event history
Software	Verify version of application
TX Frequency	Verify transmit frequency



MICROWAVE CHECKLIST - LEVEL 1	
TX Power	Verify transmit power
RX Frequency	Verify receive frequency
RX Signal Level	Verify receive signal level and compare with install baseline documentation
Save configuration	Save current configuration for off site storage
Backhaul Performance	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.
WAVEGUIDE	
Visual Inspection	Inspect for wear or dents (from ground using binoculars).
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).
DEHYDRATOR	
Visual Inspection	Inspect moisture window for proper color
Pressure Verification	Verify pressure of all lines
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes
Run Hours	Record number of hours ran

TOWER CHECKLIST - LEVEL 1	
STRUCTURE CONDITION	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
TOWER LIGHTING	
Lights/Markers	Verify all lights/markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.
ANTENNAS AND LINES	
Antennas	Visually inspect antennas for physical damage (from ground using binoculars).
Transmission Lines	Verify that all transmission lines are secure on the tower.

TOWER CHECKLIST - LEVEL 1	
GROUNDING	
Structure-Grounds	Inspect grounding for damage or corrosion
GUY WIRES	
Tower Guys	Check guy wires for fraying and tension.
Guy Wire Hardware	Check hardware for rust.
CONCRETE CONDITION	
Tower Base	Check for chips or cracks.

Table 2
Site Performance Verification Procedures

ASTRO 25 GTR ESS SITE PERFORMANCE
ANTENNAS
Transmit Antenna Data
Receive (Antenna) System Data
Tower Top Amplifier Data
FDMA MODE
Base Radio Transmitter Tests
Base Radio Receiver Tests
Base Radio Transmit RFDS Tests
Receive RFDS Tests with TTA (if applicable)
Receive RFDS Tests without TTA (if applicable)
TDMA MODE
Base Radio TDMA Transmitter Tests
Base Radio TDMA Receiver Tests
TDMA Transmit RFDS Tests
TDMA Receive RFDS Tests with 432 Diversity TTA
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)



Municipal Accountability Review Board Subcommittee Membership as of January 2020

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Treasurer Wooden (or designee)
Robert White
Mark Waxenberg
Stephen Falcigno
David Biller
Matt Brokman

Sprague

Secretary McCaw (or designee)
Treasurer Wooden (or designee)
Matthew Brokman
Scott Jackson
Sal Luciano
Mark Waxenberg

West Haven

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Patrick Egan
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Tom Hamilton
Robert White