

BILL #24-013

RESOLUTION # 24-014

BY: MR. DIAZ

Approving the reappointment by the Mayor to the Airport and Aviation Commission.

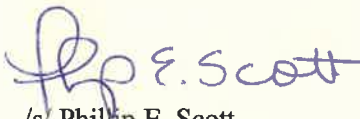
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

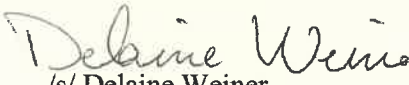
SECTION 1. That pursuant to § 157.01 of the Codified Ordinances of Mansfield, this Council does hereby approve the following reappointments by the Mayor to the Airport and Aviation Commission for a (4) year term expiring as indicated:

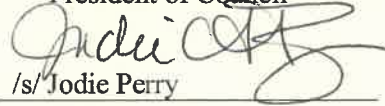
| | <u>Term Expiring</u> |
|----------------|----------------------|
| Al Berger | 12/31/27 |
| Dennis Atkeson | 12/31/27 |

SECTION 2. That this Resolution shall take effect immediately upon its passage.

| | |
|-------------------------|------------------------|
| Caucus | <u>6 February 2024</u> |
| 1 st Reading | <u>6 February 2024</u> |
| 2 nd Reading | <u> </u> |
| PASSED | <u>6 February 2024</u> |

SIGNED 
/s/ Phillip E. Scott
President of Council

ATTEST 
/s/ Delaine Weiner
Clerk of Council

APPROVED 
/s/ Jodie Perry
Mayor

APPROVED AS TO FORM: Roeliff E. Harper
Law Director
City of Mansfield, Ohio

BILL# 24-014

ORDINANCE # 24-015

BY: MRS. ZADER

Adopting an updated Investment Policy applicable to all City funds under the control of the Finance Director.

WHEREAS, pursuant to Section 6.02 of the Charter, Finance Directors have previously prepared an investment policy to specifically describe their authority to invest City funds when available for investment, and

WHEREAS, such policy initially adopted by City Council on February 15, 1994 under Ordinance # 94-041 has subsequently been amended by Ordinance #99-194, passed August 17, 1999 and by Ordinance #03-093, passed April 15, 2003, and by Ordinance #12-140, passed September 18, 2012, and by Ordinance # 13-099, passed May 21, 2013.

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

SECTION 1. That the Investment Policy for the City of Mansfield, Ohio as heretofore adopted by this Council be, and the same is hereby, amended and updated to read and provide as set forth in the document attached hereto as Exhibit A and made a part hereof.

SECTION 2. That in order to formally update and amend the Investment Policy for the City of Mansfield, Ohio and to assure the continued safe and effective management of the City's portfolio without interruption, this measure shall take effect and be in force after the earliest time allowed by law after its passage and approval by the Mayor.

Caucus 6 February 2024
1st Reading 6 February 2024
2nd Reading 6 February 2024
PASSED 6 February 2024

Delaine Weiner
ATTEST /s/ Delaine Weiner
Clerk of Council

Phillip E. Scott
SIGNED /s/ Phillip E. Scott
President of Council

Jodie Perry
APPROVED /s/ Jodie Perry
Mayor

APPROVED AS TO FORM: **Roeliff E. Harper**
Law Director
City of Mansfield, Ohio

**CITY OF MANSFIELD, OHIO
STATEMENT OF INVESTMENT POLICY**

Governing Authority

This document, in conjunction with the Ohio Revised Code (ORC), as amended, will govern the investments and the investment activities of the City of Mansfield. It will be reviewed periodically for compliance and to assure the flexibility necessary to effectively manage the investment portfolio.

Purpose

The purpose of the investment policy is to ensure that the City's Investment Objectives of Preservation of Principal, Maintenance of Liquidity and Maximization of Returns are adhered to while conforming to all applicable statutes governing the investment of public funds by an Ohio Municipality.

Scope

This Investment Policy applies to all financial assets of the City, including State and Federal funds held by it. Any practice not clearly authorized under these policies or the ORC section 135 is prohibited. The guidance set forth herein is to be strictly followed by all those responsible for any aspect of the management or administration of these funds.

Investment Objectives

The City's investment portfolio shall be managed to accomplish the following hierarchy of objectives:

- 1.) Preservation of Principal:** The single most important objective of the City's investment program is the preservation of principal within the portfolio.
- 2.) Maintenance of Liquidity:** The portfolio should be managed in such a manner that assures that the funds are available as needed to meet those immediate and future obligations of the City.
- 3.) Maximization of Returns:** The portfolio shall be managed in such a fashion as to attain a market-average rate of return throughout budgetary and economic cycles, within the context and parameters set forth by objectives 1 and 2 above.

**CITY OF MANSFIELD, OHIO
STATEMENT OF INVESTMENT POLICY**

Authorized Financial Dealers and institutions

The Director of Finance will maintain a list of financial institutions and approved security broker/dealers. All financial institutions, broker/dealers and consultants which desire to conduct investment business directly with the City must sign this Investment Policy, certifying they have read it, understand it and agree to abide by its contents. Any third-party custodian providing services is excluded from this requirement as long as they will not be managing assets, recommending, or selling any investment security to the City.

Authorized Investments

The City is permitted to invest in any security authorized by the ORC, Section 135 and any other relevant sections. Those securities include, but are not limited to:

1. Bonds, notes, or other obligations of or guaranteed by the United States, or those of which the faith of the United States is pledged for the payment of the principal and interest thereon;
2. Bonds, notes, debentures, or any obligations or securities issued by any federal government agency or instrumentality; all federal government agency or instrumentality securities must be direct issuances of the federal government agency or instrumentality.
3. Interim deposits in the eligible institutions applying for interim monies as provided in Section 135.08 of the ORC. The award of interim deposits shall be made in accordance with Section 135.09 of the ORC.

This includes investments in Certificates of Deposit with FDIC insurance coverage on the full amount of deposit plus accrued interest administered through the Certificate of Deposit Account Registry Service (CDARS). Eligibility of this investment is outlined in ORC.135.144 and would also apply to any other program that is deemed to meet the requirements of such statute.

4. Bonds and other obligations of the State or its political subdivisions provided that, with respect to bonds or other obligations of political subdivisions, all of the following apply:
 - a. The bonds or other obligations are payable from general revenues of the political subdivision and backed by the full faith and credit of the political subdivision.
 - b. The bonds or other obligations are rated at the time of purchase in the three highest classifications established by at least one nationally

CITY OF MANSFIELD, OHIO
STATEMENT OF INVESTMENT POLICY

recognized standard rating service and purchased through a registered securities broker or dealer.

- c. The aggregate value of the bonds or other obligations does not exceed 20% of the City's interim funds at the time of purchase.
 - d. The City is not the sole purchaser of the bonds or other obligations at original issuance.
 - e. The bonds or other obligations mature within ten years from the date of settlement.
5. Commercial paper which is rated at the time of purchase in the single highest classification by Moody's or Standard & Poor's. Any investment in commercial paper of a single issuer shall not exceed Five Percent (5%) of the City's interim funds at time of purchase. The maximum maturity is 270 days. The total invested in commercial paper and bankers acceptances is limited to Forty Percent (40%) of the City's interim funds at time of purchase.
 6. Bankers acceptances of banks insured by the Federal Deposit Insurance Corporation (FDIC). The maximum maturity is 180 days. The total invested in commercial paper and bankers acceptances is limited to Forty Percent (40%) of the City's interim funds at time of purchase.
 7. No-load money market mutual funds consisting exclusively of securities described in paragraphs 1 and 2 of this Section and repurchase agreements secured by such obligations, provided that the investments in securities described in the division are made only through eligible institutions mentioned in Section 135.03 of the ORC;
 8. Written repurchase agreements that set forth terms and conditions of the agreement between the parties for a period of not to exceed 30 days with any eligible institution mentioned in Section 135.03 of the ORC or a member of the "Financial Industry Regulatory Authority" (FINRA), under the terms of which agreement, the Finance Director purchases and such institution agrees unconditional to repurchase any securities listed in division 1 or 2 of this section that will mature or are redeemable within five (5) years of the date of purchase. The market value of the securities subject to the repurchase agreement must exceed the principal value of the agreement by at least two percent (2%) and be marked to market daily. Such agreement shall include the face amount of the securities, type, rate, maturity date and the numerical identifier.

CITY OF MANSFIELD, OHIO
STATEMENT OF INVESTMENT POLICY

9. Up to Fifteen Percent (15%) of the City's total average portfolio in notes issued by corporations that are incorporated under the laws of the United States and that are operating within the United States, or by depository institutions that are doing business under authority granted by the United States or any state and that are operating within the United States, provided both of the following apply:
- a. The notes are rated in the three highest categories by at least two nationally recognized statistical rating organizations at the time of purchase.
 - b. The notes mature not later than three (3) years after purchase.

Maximum Maturities

The maximum maturity for any investment, excluding municipal securities and corporate bonds, described above will be five (5) years from the date of purchase unless, as per the ORC, the investment is matched to a longer-term liability of the City. Any security may be sold prior to maturity.

Safekeeping and Custody

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment basis. Securities will be held by a third-party custodian designated by the Finance Director and evidenced by safekeeping receipts. Any advisor or broker/dealer doing business with the City cannot serve as a custodian or safekeeping agent. The custodian must enter into a written custodial agreement with the City.

Securities shall be pledged at the Federal Reserve Bank to collateralize all repurchase agreements with financial institutions. Pledge collateral will only be released by the City after verification that the principal and interest have been credited to the City's account.

Prohibited Investment Practices

The City is prohibited by state law from investment in stripped principal or interest obligations, reverse purchase agreements and derivatives. The issuance of taxable notes for the purpose of arbitrage, as well as the use of leverage and short-term selling is also prohibited. All investments must be purchased with the expectation that the investment will be held to maturity.

CITY OF MANSFIELD, OHIO
STATEMENT OF INVESTMENT POLICY

Ethics and Conflict of Interest

Persons involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment consultants shall disclose to the City any material financial interests in financial institutions that conduct business within the City and any large personal financial or investment positions that could be related to, or affected by, the performance of the City's portfolio. All employees, officers and investment consultants to the City shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales.

Management and Administrative Responsibilities

The Director of Finance shall routinely monitor the contents of the City's investment portfolio, the available markets and relative value of competing investments and will adjust the portfolio accordingly. The Director of Finance shall also develop and maintain procedures for the operation of the City's investment program in accordance with this Investment Policy. These procedures shall be designed to prevent loss of the City's funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions. A detailed inventory of all investments which shall include a description of each security, cost, par value, rate of return, and seller along with the purchase, settlement and maturity dates, shall be available upon request.

Investments shall be made with judgment and care – under circumstances then prevailing – which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income derived.

The standard of prudence to be used by the Director of Finance and others involved in the management of the investment portfolio shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. Acting in accordance with this Investment Policy and exercising due diligence shall relieve the Director of Finance and others involved in the management of the portfolio from personal responsibility for an individual security's credit risk or market price changes, provided deviations from the expectations are reported to the Council in a timely fashion and appropriate action is taken to control adverse developments.

The Director of Finance shall participate in any beginning/continuing education training programs sponsored by the State Treasurer or the State Auditor. Through participation in those programs, the Director of Finance will develop and maintain an enhanced background and working knowledge in investment, case management, and ethics.

**CITY OF MANSFIELD, OHIO
STATEMENT OF INVESTMENT POLICY**

Investment Policy Adoption

This Investment Policy adopted on _____ shall be filed in the office of the Auditor of State. The policy shall be reviewed on an annual basis by the Council or a committee designated by it and any modifications made thereto must be approved by the Council and, upon adoption, filed in the office of the Auditor of State.

CERTIFICATION OF UNDERSTANDING AND ACCEPTANCE.

I, the undersigned, acknowledge that I am authorized to sign this policy on behalf of my employer and have received and read this Statement of Investment Policy established by the City of Mansfield and will abide by the guidelines set forth.

Firm/Company: _____

By: _____

Title: _____

Date: _____

BILL# 24-015

24-016

ORDINANCE # _____

BY: MRS. MEIER

Authorizing the Safety-Service Director to enter into an annual renewal of the software maintenance agreement with Superior LLC, a CentralSquare Company.

WHEREAS, Superior OSSI is a software suite that consists of CAD (Computer Aided Dispatch), RMS (Records Management System), AVL (Automatic vehicle location), MCT (Mobile Computer Terminal), and others, and

WHEREAS, the software suite allows our public safety personnel to effectively and safely perform their duties, and

WHEREAS, this is an annual renewal of the said software maintenance agreement.

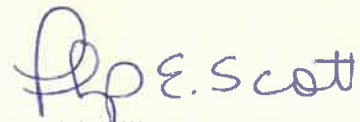
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That the Safety-Service Director be, and is hereby, authorized to enter into a software maintenance agreement, for the 2024 calendar year, with Superior LLC/ Central Square now on file with the Safety-Service Director.

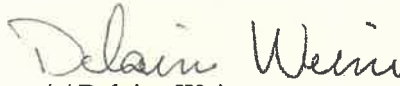
SECTION 2. That the cost of said Agreement has been allocated for payment purposes and shall be for an amount not to exceed \$100,275.82 (one hundred thousand two hundred seventy-five and 82/100 dollars), to be paid from Police Operations, (214.15.01) Contractual Services Classification.

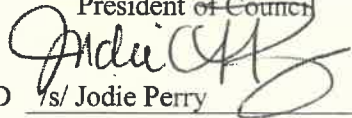
SECTION 3. That this Ordinance shall take effect and be in full force from and after the earliest time allowed by law after its passage and approval by the Mayor.

| | |
|-------------------------|------------------------|
| Caucus | <u>6 February 2024</u> |
| 1 st Reading | <u>6 February 2024</u> |
| 2 nd Reading | <u>6 February 2024</u> |
| PASSED | <u>6 February 2024</u> |



SIGNED /s/ Phillip E. Scott
President of Council


ATTEST /s/ Delaine Weiner
Clerk of Council


APPROVED /s/ Jodie Perry
Mayor

APPROVED AS TO FORM: Roeliff E. Harper
Law Director
City of Mansfield, Ohio



Renewal Order prepared by:
Ashley Lemerond
ashley.lemerond@centralsquare.com

Renewal Order #: Q-149396
Start Date: January 1, 2024
End Date: December 31, 2024
Billing Frequency: Quarterly
Subsidiary: Superior, LLC

Renewal Order prepared for:
David Remy, Public Works Director
Mansfield Police Department
30 N Diamond St
Mansfield, OH 44902
419-755-9628

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

| | PRODUCT NAME | QUANTITY | TOTAL |
|-----|---|----------|---------------|
| 1. | ONESolution Accident Annual Maintenance Fee | 1 | 1,034.61 USD |
| 2. | ONESolution Accident Wizard Annual Maintenance Fee | 28 | 1,240.96 USD |
| 3. | ONESolution Accident Wizard Base Server License Annual Maintenance Fee | 1 | 1,477.99 USD |
| 4. | ONESolution Bike Registration Annual Maintenance Fee | 1 | 443.39 USD |
| 5. | ONESolution CAD Client AVL License Annual Maintenance Fee | 3 | 1,995.36 USD |
| 6. | ONESolution CAD Client License for Message Switch | 1 | 171.15 USD |
| 7. | ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee | 1 | 1,496.48 USD |
| 8. | ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee | 2 | 997.32 USD |
| 9. | ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee | 2 | 665.12 USD |
| 10. | ONESolution Computer-Aided Dispatch System Annual Maintenance Fee | 1 | 15,995.88 USD |
| 11. | ONESolution Document Scanning and Storage Annual Maintenance Fee | 1 | 2,956.04 USD |
| 12. | ONESolution Generic CAD Event Export-Law/Fire/EMS | 1 | 1,904.95 USD |
| 13. | ONESolution MCT Client AVL License Annual Maintenance Fee | 1 | 11,639.42 USD |
| 14. | ONESolution MCT Client AVL License Annual Maintenance | 22 | 975.04 USD |



Renewal Order prepared by:
Ashley Lemerond
ashley.lemerond@centralsquare.com

| | Fee | | |
|-----|--|----|---------------|
| 15. | ONESolution MCT Client License for Message Switch Annual Maintenance Fee | 3 | 299.22 USD |
| 16. | ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee | 22 | 6,470.20 USD |
| 17. | ONESolution MCT Client-MAPS Annual Maintenance Fee | 22 | 1,301.08 USD |
| 18. | ONESolution Medical ProQA/Paramount Interface Annual Maintenance Fee | 1 | 1,390.54 USD |
| 19. | ONESolution MFR Client Annual Maintenance Fee | 22 | 6,470.20 USD |
| 20. | ONESolution MFR Client-Accident Reporting Annual Maintenance Fee | 22 | 3,252.04 USD |
| 21. | ONESolution MFR Client-Arrest Annual Maintenance Fee | 25 | 2,031.25 USD |
| 22. | ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee | 3 | 443.46 USD |
| 23. | ONESolution Mobile Field Reporting Server Annual Maintenance Fee | 1 | 3,695.07 USD |
| 24. | ONESolution Mobile Server Software Annual Maintenance Fee | 1 | 4,156.94 USD |
| 25. | ONESolution OpCenter for RMS Annual Maintenance Fee | 1 | 5,173.10 USD |
| 26. | ONESolution Police-to-Citizen Annual Maintenance Fee | 1 | 2,808.28 USD |
| 27. | ONESolution Police-to-Police Annual Subscription Fee | 1 | 0.00 USD |
| 28. | ONESolution Property & Evidence Annual Maintenance Fee | 1 | 1,625.81 USD |
| 29. | ONESolution Records Management System Annual Maintenance Fee | 1 | 11,513.81 USD |
| 30. | ONESolution State/NCIC Messaging Software Annual Maintenance Fee | 1 | 6,651.11 USD |

Renewal Order Total: 100,275.82 USD

Billing Information

Fees will be payable within 30 days of Invoicing.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

MORE INFORMATION AT CENTRAL SQUARE.COM



Renewal Order prepared by:
Ashley Lemerond
ashley.lemerond@centralsquare.com

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.

MORE INFORMATION AT CENTRALSQUARE.COM

BY: MS. MEIER

Amending Sections 13 and 16 of Ordinance No. 23-201 adopting personnel positions, pay grades, and salaries for certain employees of the City of Mansfield 2024 payroll year, by retitling a position in the Law Director’s Office and creating a position in the Municipal Court, and declaring an emergency.

WHEREAS, pursuant to Sections 1 through 37 of Ordinance No. 23-201, passed December 19, 2023, this Council adopted certain personnel positions, pay grades and salaries for certain employees of the City of Mansfield for the 2024 payroll year, and

WHEREAS, pursuant to Section 13 of said Ordinance positions and pay rates are outlined for the Law Director Personnel, and a change of title for the position of Confidential Secretary to Case Coordinator has been requested, and

WHEREAS, pursuant to Section 16 of said Ordinance positions and pay rates are outlined for the Municipal Court Personnel, and the Court now desires to create the position of Deputy Court Administrator.

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

SECTION 1. That Section 13 of Ordinance No. 23-201, passed December 19, 2023, be, and the same is hereby amended to read and provide as follows:

“SECTION 13. LAW DIRECTOR PERSONNEL. The Law Director is authorized to appoint the following office personnel who shall be compensated in accordance with the salary range or hourly rates indicated:

| POSITION | SALARY/GRADE/HOURLY |
|--|--------------------------------------|
| a. Deputy Law Director | \$60,000 - \$84,000 |
| b. First Assistant Law Director + (Professional) | \$55,000 - \$84,000 |
| c. Assistant Law Director (4) + (Professional) | \$38,000 - \$71,000 |
| d. Assistant Law Director (Part-Time) (1) + (Professional) | \$28,500 - \$57,000 |
| e. Executive Assistant + (Administrative) | \$31,200 - \$67,000 |
| f. Confidential Secretary Case Coordinator (3) + (Elected) ° | \$18,750 - \$51,500 |
| g. Victim of Crime Advocate (2) + (Administrative) ° | (Per Grant) |
| h. Paralegal | State Minimum Wage - \$12.00 per hr. |
| i. Investigator + (Elected) ° | \$20,987- \$28,080” |

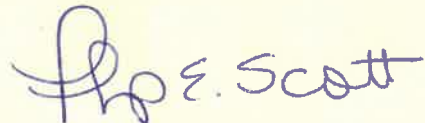
SECTION 2. That Section 16 of Ordinance No. 23-201, passed December 19, 2023, be, and the same is hereby amended to read and provide as follows:

SECTION 16. MUNICIPAL COURT – PERSONNEL. Upon adoption by the Municipal Court of those provisions of this Section relating to personnel whose salaries are established by the Court, the Municipal Court, in addition to the Judges thereof, shall be composed of the following personnel who shall be compensated in accordance with the salary range or hourly rates indicated:

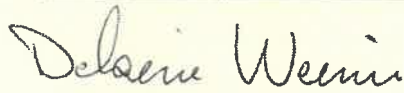
| POSITION | SALARY/GRADE/HOURLY |
|--|--------------------------------|
| a. Court Systems Coordinator + (Elected) | (Established by Judges) |
| b. Court Administrator + (Elected) | (Established by Judges) |
| c. Deputy Court Administrator + (Elected) | (Established by Judges) |
| e. d. Chief Probation Officer (Administrative) | \$42,000 - \$80,000 |
| d. e. Special Projectors Coordinator + ° | \$33,000 - \$48,500 |
| e. f. Probation Officer (12) ° | \$40,000 - \$67,500 |
| f. g. Assignment Commissioner (2)+ | \$20,000 - \$60,950 |
| g. h. Court Security Officer (Part-Time) (7) + | \$15.00 - \$22.00 per hr. |
| h. i. Confidential Secretary (6) + (Elected) ° | \$35,000 - \$60,000 |
| i. j. Magistrate (2) + (Elected) | (Established by Judges) |
| j. k. Bailiff (9) + (Elected)° | (Established by Judges)° |

SECTION 3. That by reason of the immediate necessity for adopting a comprehensive plan for personnel of the City of Mansfield which establishes the various authorized positions, pay grades, and salaries, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect, and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

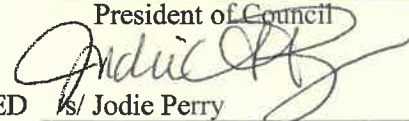
Caucus 6 February 2024
 1st Reading 6 February 2024
 2nd Reading 6 February 2024
 PASSED 6 February 2024



SIGNED /s/ Phillip E. Scott
 President of Council



ATTEST /s/ Delaine Weiner
 Clerk of Council



APPROVED /s/ Jodie Perry
 Mayor

APPROVED AS TO FORM: Roeliff E. Harper
 Law Director
 City of Mansfield, Ohio

BILL #24-017

ORDINANCE # 24-018

BY: MS. ZADER

Authorizing the Public Works Director, to prepare a preliminary technology upgrade plan and determine the cost schedule for the same, and declaring an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That the Public Works Director, be, and he is hereby, authorized to prepare preliminary technology upgrade plan and cost schedule for the implementation of said plan.

SECTION 2. That the Public Works Director, be, and he is hereby, authorized to execute the attached Technology Services Contract with ES Consulting, Inc., an Ohio corporation, in furtherance of preparing the above referenced preliminary technology upgrade plan.

SECTION 3. That by reason of the immediate necessity to prepare the preliminary technology upgrade plan and cost schedule for the implementation of said plan, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

| | |
|-------------------------|------------------------|
| Caucus | <u>6 February 2024</u> |
| 1 st Reading | <u>6 February 2024</u> |
| 2 nd Reading | <u>6 February 2024</u> |
| PASSED | <u>6 February 2024</u> |

ATTEST Delaine Weiner
/s/ Delaine Weiner
Clerk of Council

SIGNED Phillip E. Scott
/s/ Phillip E. Scott
President of Council

APPROVED Jodie Perry
/s/ Jodie Perry
Mayor

APPROVED AS TO FORM: Roeliff E. Harper
Law Director
City of Mansfield, Ohio

Global Addendum

This Global Addendum shall modify and clarify that certain agreement between ES Consultants, Inc., an Ohio corporation (herein referred to as "ES"), and the City of Mansfield, Ohio, an Ohio municipal corporation (herein referred to as "MANSFIELD").

Upon execution of the underlying Contract and this Global Addendum, ES Consultants, Inc., an Ohio corporation (herein referred to as "ES"), shall enter into a Consultation Period with the City of Mansfield, Ohio, an Ohio municipal corporation, (herein referred to as "MANSFIELD") during which ES shall have access to the IT systems Mansfield in order for ES to develop a plan to update and modernize the IT systems of Mansfield (herein referred to as "Consultation Period").

No payment obligation by or to either party shall be created upon entering into the Consultation Period.

The Consultation Period shall terminate upon the earlier of either:

Three (3) calendar months pass since the execution of this Contract, or

ES presentation of an Action Plan which specifies all required work and equipment, a cost estimate for the performance of said work, and payment terms for said work (herein referred to as "Action Plan").

The Action Plan shall create no liability or payment obligation until and unless Mansfield approves and executes said Action Plan in writing.

The Action Plan shall contain independent signature blocks, which shall be executed by the Parties upon each parties acceptance of the terms of the Action Plan.

Upon approval and execution of said Action Plan, including the terms of payment, the executed Action Plan shall be attached to this contract as Exhibit A.

Upon its execution by the parties, the underlying contract and this Global Addendum shall merge into a single Contract between the Parties.

Upon its execution by the parties, the Action Plan, the underlying contract, and this Global Addendum shall merge into a single Contract between the Parties for the provision of IT Services.

ES CONSULTING, INC., an Ohio corporation

The City of Mansfield, an Ohio municipal corporation

By: _____

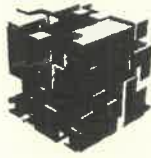
By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____



MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into this day 6 February 2024 (the "Effective Date"), by and between ES Consulting, Inc., an Ohio corporation, whose principal place of business is 3849 Park Ave W, Ontario, OH 44903, and the City of Mansfield ("Client"), where the business office is located at 30 North Diamond St., Mansfield, OH 44902. This Agreement is in consideration of ES Consulting, Inc. providing Client with certain services concerning Client's hardware and software environment as more fully described below. In consideration of the mutual promises set forth herein, ES Consulting, Inc. and Client (each a "Party" and collectively the "Parties") agree as follows:

1. Services.

1.1. Services. ES Consulting, Inc. shall provide to Client the services set forth in a proposal (the "Services"), which once accepted and executed by the Parties, becomes an Exhibit to this Agreement, and such Services shall be performed at the prices set forth therein. Unless otherwise set forth in an Exhibit, all Services are performed by ES Consulting, Inc. on a time and materials basis at ES Consulting, Inc.' then-current hourly rates. Hardware and software costs of any kind are not covered under the terms of this Agreement.

1.2. Additional Services. Client may request that ES Consulting, Inc. perform additional or different Services than those listed in an Exhibit. In such case, Client and ES Consulting, Inc. shall agree to a separate Exhibit describing such additional Services and the prices for such additional Services.

1.3. Ownership and License. If Client engages ES Consulting, Inc. to develop or deliver anything to Client, any such deliverables provided by ES Consulting, Inc. to Client hereunder shall remain the property of ES Consulting, Inc., and ES Consulting, Inc. shall retain all right, title and interest to such deliverables (" ES Consulting, Inc. Property"). All ES Consulting, Inc. Property provided by ES Consulting, Inc. to Client hereunder, including but not limited to ES Consulting, Inc. NetworkGuardian software, is licensed to Client for its internal business purposes only. Client shall not own any ES Consulting, Inc. Property or other deliverable provided by ES Consulting, Inc. hereunder unless the Parties otherwise specifically agree in writing to the contrary.

2. Fees.

2.1. Fees and Payment Terms. Client shall pay to ES Consulting, Inc. all amounts due hereunder in U.S. currency. Unless otherwise stated on an Exhibit hereto, all invoices, fees and Taxes (as defined in Section 2.2) shall be submitted to the City Finance Director within 30 days after the invoice date. Timely payment of all invoices due is a condition precedent to ES Consulting, Inc. providing the Services hereunder. In addition and without prejudice to ES Consulting, Inc.' other rights as set forth herein, ES Consulting, Inc. shall have the right to suspend the provision of Services until all sums owed to ES Consulting, Inc. are paid in full. Actual travel and other expenses incurred by ES Consulting, Inc. shall be paid by Client within forty-five (45) calendar days of invoice date. All Service fees are subject to change before the renewal of this Agreement, provided ES Consulting, Inc. provides Client with notice of such price increase at least sixty (60) calendar days before renewal of this Agreement.

2.2. Taxes. Client shall be solely responsible for and shall pay any and all sales and other taxes, however designated, which are now or hereafter imposed by any governmental authority or agency that are based on the payment of any amount by Client to ES Consulting, Inc. pursuant to this Agreement. Taxes include any sales, use, excise, value-added, withholding taxes, or other taxes based upon performance of this Agreement, including taxes, interest and penalties that are levied or assessed by a governmental authority, excluding taxes based on ES Consulting, Inc. ' net income (collectively, "Taxes").

3. Confidentiality.

3.1. Confidential Information. Both Parties acknowledge that each is the owner of valuable trade secrets and other confidential information, and that they license certain of such information from others. Such materials include, but are not be limited to, ES Consulting, Inc. Property, confidential information residing on Client's servers, and other technical and business information

regarding either Party's inventions or products, technical procedures, research and development methods and results, confidential financial information, marketing and business plans, and customer/resident information. Both Parties acknowledge that, in performing under this Agreement, each may have access to confidential information of the other and may have password access to secure functions and facilities provided by the other (all such information referred to herein as "Confidential Information"). The Parties agree that the disclosure of such Confidential Information would irreparably harm the Party whose information is disclosed. Therefore, the Parties understand and agree to the following:

A. Each Party shall, during the term of this Agreement and thereafter, take all steps reasonably necessary to hold in trust and confidence and to protect from disclosure to the public or to third parties Confidential Information of the other to the same extent and in the same manner that it protects its own Confidential Information, but in all cases at no less than a reasonable standard.

B. Each Party agrees to inform its employees and agents who will have access to or use of the Confidential Information of the confidentiality of the same.

C. Confidential Information does not include: (i) information that is now or hereafter becomes, through no act or omission of the Party receiving the information, generally known to the public or in the public domain; (ii) information that was rightfully acquired by the receiving Party prior to entering into this Agreement and without restriction on the information's use and disclosure; (iii) information that has been or is hereafter received by the receiving Party from a third party who has rightfully and lawfully disclosed the information to the receiving Party; or (iv) information that is independently developed by the Party who received such information, provided the development occurred without the benefit of the received information. Notwithstanding the above, all ES Consulting, Inc. Property, including ES Consulting, Inc. NetworkGuardian software, shall be considered ES Consulting, Inc. Confidential Information.

3.2. Remedy/Injunctive Relief. The Parties acknowledge that disclosure of any Confidential Information may give rise to irreparable injury to the Party whose information is disclosed, which injury may be inadequately compensated in damages. Therefore, either Party may seek injunctive relief against the other's breach or threatened breach of this Section 3 as well as any other legal remedies that are available.

3.3. Notwithstanding anything else in the agreement, the Parties recognize and understand that the Client is a public entity subject to public information disclosure laws, and nothing in this agreement shall be construed to impose any liability on the Client for complying with such laws.

4. ES Consulting, Inc. Warranties. ES Consulting, Inc. represents and warrants that the Services shall be performed and provided in a professional manner using commercially reasonable efforts consistent with industry standards. Client must notify ES Consulting, Inc. within thirty (30) days of receipt of a Service if such Service breaches this warranty. Client's exclusive remedy for breach of this warranty is that ES Consulting, Inc. shall, at no further cost to Client, re-perform such defective Services. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 4, ES Consulting, Inc. MAKES NO ADDITIONAL WARRANTIES HEREUNDER, AND ES Consulting, Inc. HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

5. Client Warranties. Client represents and warrants that: (A) all of its hardware and software has been validly obtained, is adequately licensed and is being used in a permissible manner, as applicable; and (B) it has obtained the requisite permissions for ES Consulting, Inc. to perform the Services on Client's hardware and software.

6. Limitation of Liability.

6.1. General Limitations. ES Consulting, Inc. shall not be liable for any expense or damage arising out of any erasure, damage, or destruction of Client's files, data or programs, except and to the extent caused by the gross negligence or willful misconduct of ES Consulting, Inc. Client shall be responsible for making timely backup copies of files, data and programs. Except for actions for nonpayment or breach of ES Consulting, Inc. ownership rights in the ES Consulting, Inc. Property, no action, regardless of form, arising out of or relating to this Agreement may be brought by either Party more than one hundred eighty (180) days after the termination of this Agreement.

6.2. Limitations on Damages.

A. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ES Consulting, Inc. BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER

(INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ES Consulting, Inc. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF DAMAGES SHALL BE EFFECTIVE EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

B. THE MAXIMUM LIABILITY OF ES CONSULTING, INC. TO CLIENT FOR COMPENSATORY DAMAGES FOR ANY REASON AND UPON ANY CAUSE OF ACTION BROUGHT UNDER OR ASSOCIATED WITH THIS AGREEMENT OR ANY EXHIBIT, SHALL BE LIMITED TO THE AMOUNT PAID BY CLIENT TO ES CONSULTING, INC. FOR THE MOST RECENT NINETY (90) DAY PERIOD OF THE AGREEMENT UP TO THE DATE SUCH LIABILITY AROSE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, AND STRICT LIABILITY.

7. Indemnification.

7.1. **Client Indemnification.** To the extent allowed by law, client shall indemnify, defend and hold harmless ES Consulting, Inc., its owners, officers, employees, agents, successors and assigns from and against any and all claims, actions, proceedings, judgments, losses, liabilities, costs and expenses (including attorneys' fees) (collectively, "Liabilities") arising from claims by any third party against ES Consulting, Inc. that are: (A) directly or indirectly caused by Client's actions or omissions, including but not limited to Client's request for Services or other deliverables; or (B) based on facts or alleged facts, which if true, would constitute a breach of the Client's representations, warranties, or covenants under this Agreement.

7.2. **ES Consulting, Inc. Indemnification.** To the extent allowed by law, ES Consulting, Inc. shall indemnify, defend and hold harmless Client, its owners, officers, employees, agents, successors and assigns from and against any and all Liabilities arising from claims by any third party that the Services or the ES Consulting, Inc. Property infringes the intellectual property rights of such third party. ES Consulting, Inc. shall have no liability to Client under this Section 7.2 to the extent that any suit or claim of infringement is based upon: (A) the use of the Service or ES Consulting, Inc. Property in combination, operation, or use with any software or product not furnished or recommended by ES Consulting, Inc.; (B) the use of the Service or ES Consulting, Inc. Property in a modified state not authorized in writing by ES Consulting, Inc.; (C) use of the Service or ES Consulting, Inc. Property in a manner other than for which it was intended, if infringement would have been avoided if such unintended use had not occurred; or (D) designs, functionality or other requirements as requested by Client.

8. Term and Termination.

8.1. **Term.** Unless as otherwise set forth in an Exhibit, this Agreement shall begin on the Effective Date and continue for a period of one (1) year (the "Initial Term"), unless terminated earlier as set forth below. This Agreement can be renewed by Client for periods of one (1) year unless a Party gives a notice of termination to the other Party at least sixty (60) calendar days in advance of the proposed termination date. Termination or expiration of this Agreement shall not terminate an Exhibit that by its terms survives for a longer period, and the provisions of this Agreement, even if terminated, shall continue to apply to an Exhibit that continues in force.

8.2. **Termination.** Either Party may terminate the Agreement without prior notice to the other if: (i) the other Party files a petition for bankruptcy or is adjudicated a bankrupt; (ii) a petition in bankruptcy is filed against the other Party and is not discharged within sixty (60) calendar days; (iii) the other Party becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to any bankruptcy law; (iv) the other Party discontinues its business; (v) a receiver is appointed for the other Party or its business; or (vi) the other Party is in material default of any provision of this Agreement and such default has not been cured within thirty (30) calendar days after receiving written notice describing the default.

8.3. **Effect of Termination.** Upon the termination of this Agreement for any reason, the rights and licenses, except where otherwise provided, that were granted to each Party under this Agreement shall cease. Within fifteen (15) calendar days of the date of termination of the Agreement, each Party shall return to the other all originals and copies of all Confidential Information that has been exchanged hereunder, except as specifically provided herein. Nothing in this Section is intended to alter or delay Client's obligation to pay for services rendered up to the date of termination.

8.4. **Rights and Survival.** Except where specifically provided, termination of this Agreement shall be without prejudice to any other rights that either Party may have at law or in equity. When this Agreement is terminated for any reason, those provisions

that either expressly or by their nature survive termination will survive termination, which provisions include but are not limited to Sections 3, 4-7, 8.3, 8.4, and 9-22.

9. **Notices.** Notices shall be given in writing and may be delivered by U.S. mail, overnight delivery service, fax, confirmed e-mail, or personal delivery to the intended recipient of the notice. The Parties shall designate one or more persons as the points of contact, specifying the name, title, address, phone, mobile phone and e-mail address and the responsibility of each person. A Party may change a contact upon ten (10) calendar day's written notice to the other, which notice shall contain the new contact information as set forth above.

10. **Force Majeure.** If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of such events as; but not limited to, flood or other natural disaster, riot, fire, judicial or governmental action, labor disputes, failures of Internet or other telecommunications service providers, or any other causes beyond the control of either Party, the Party experiencing the *force majeure* condition shall be excused from performance to the extent that it is prevented, hindered or delayed by such causes. Each Party agrees to give the other notice as soon as possible of the existence of a *force majeure* condition affecting the Party's performance and to give notice of the termination of the condition and the ability to continue performance under the Agreement.

11. **Separate Parties.** The Parties agree that nothing in this Agreement shall be construed to create a partnership, joint venture, franchise or employee-employer relationship among ES Consulting, Inc. and Client. Neither ES Consulting, Inc. nor Client is an agent of the other, and neither is authorized to make any representation, contract or commitment on behalf of the other unless specifically requested or authorized to do so in writing by the other.

12. **Entire Agreement.** This Agreement, including the attached Exhibits and any other attachments or documents incorporated by reference into same, contain the entire understanding and agreement of the Parties with respect to the subject matter contained herein, supersedes all prior oral or written understandings and agreements regarding the subject of this Agreement, and may not be altered or amended without the signed written agreement of a duly authorized representative of each Party. This Agreement shall supersede the terms in any purchase order or other non- ES Consulting, Inc. document and no pre-printed terms included in any such purchase order or other non- ES Consulting, Inc. document shall apply to the Services. No proposal shall be considered binding on the Parties until it has been duly executed by the Parties (and therefore becomes an Exhibit to this Agreement). The first Exhibit shall be designated Exhibit A, and if more than one Exhibit is executed by the Parties, they shall be numbered consecutively (for example, Exhibit B, Exhibit C, etc.) and/or with a date differentiation (for example, Exhibit TB 03-01-10). If the terms of an Exhibit conflict with the terms of this Agreement, the terms of the Exhibit shall control.

13. **Severability and Interpretation.** If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to any applicable law or regulation, the Parties agree that such provision shall be construed so that it can be found lawful to the fullest extent possible and the remaining provisions of this Agreement shall remain in full force and effect. If such provision cannot be construed in a fashion that is lawful or is otherwise found void, then the Parties agree that the remaining provisions of the Agreement shall continue in full force and effect as if said void provision never existed and as long as the removal of such void provision does not alter the obligations of the Parties. If an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.

14. **Non-Solicitation of ES Consulting, Inc. Employees.** During the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Client shall not hire, solicit for hire or aid any third party in hiring any person who was an employee of ES Consulting, Inc. at any time during the term of this Agreement. Client's breach of this Section 14 shall require Client to pay ES Consulting, Inc. a fee equal to four times (4x) the hired employee's annual salary while such employee was employed by ES Consulting, Inc.

15. **Assignment.** Client may not assign this Agreement or any of its rights and obligations under this Agreement without the prior written permission of ES Consulting, Inc., which consent shall not be unreasonably withheld. ES Consulting, Inc. may assign this Agreement to the purchaser of all or substantially all of ES Consulting, Inc.' assets, upon written notice to Client.

16. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio without regard to conflict of laws principles. The Parties hereby submit to the exclusive jurisdiction of the state and federal courts located in or serving Richland County, Ohio for the resolution of all disputes under, arising from or relating to this Agreement, its performance or otherwise between the Parties, and both Parties agree that they shall not contest venue in such courts.

17. **Legal Fees and Costs.** The prevailing Party will be entitled to collect from the other Party, the prevailing Party's reasonable legal fees and costs in connection with the enforcement of this Agreement.

18. **Waiver.** The failure of either Party hereto to insist upon strict performance of any covenants or obligations hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of that Party's right to demand strict compliance in the future. No express or implied consent to, or waiver of, any breach or default of the performance of any obligations hereunder shall constitute a consent to, or waiver of, any other breach or default in the performance of the same or any other obligations hereunder. No term or provision of this Agreement will be deemed waived and no breach will be deemed excused, unless such waiver is in writing and signed by the Party claimed to have waived.

19. **Publicity.** ES Consulting, Inc. may generally reference Client both textually and by use of its corporate logo within ES Consulting, Inc.'s corporate marketing materials, presentations and web site to identify Client as one of ES Consulting, Inc.'s customers.

20. **Export.** Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to Services and other deliverables. Client agrees that such export control laws govern its use of Services and other deliverables (including technical data) and Client agrees to comply with all applicable export laws and regulations.

21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

22. **Headings.** The section headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement to be effective as of the date first set forth above.

ES Consulting, Inc. Representative:

Client: City of Mansfield

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____