



AGENDA
OXFORD CITY COUNCIL REGULAR MEETING
COURTHOUSE

TUESDAY, MAY 7, 2024 AT 7:30 PM

William Snavelly, Mayor

Chantel Raghu, Vice-Mayor
Jason Bracken
Michael Smith

Amber Franklin
Alex French
David Prytherch

MEETING PROCEDURE: Comments from the Public are welcome at two different times during the course of the meeting: (1) Comments on items not on the Agenda, and Consent Agenda items, will be heard under Public Comments – and (2) Comments on all Resolutions and Ordinances will be heard during Council consideration of said item. Please wait until you are recognized by the Mayor, state your name and address so that your comments may be properly recorded and limit your remarks to a period of five minutes or less.

1. Roll Call.
2. Pledge of Allegiance.
3. Approval of Agenda.
4. Public Participation.
 - A. Swearing-In of New Officers. (John Jones, Police Chief)
 - B. 2023 TOPSS Annual Report and Next Steps - Ms. Sherry Martin, TOPSS Executive Director, and Ms. Suzy Hummel, Secretary of the TOPSS Board of Directors
 - C. Public Comments

The purpose of the public comments section is for members of the public to speak to the City Council on any subject not scheduled on the Agenda, except consent agenda items. To speak, you may approach the podium and wait to be addressed by the Mayor. You will need to state your name and address for the public record. City Council values your comments, and Council rules limit public comments to five minutes for each person. Presentations are not to be in the form of public debate, personal attacks on Council, City staff, or other members of the public, and Council shall not act except to direct the City Manager to take action or schedule the matter for discussion at a later date.

5. Consent Agenda.

All matters under the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion. Any City Council member may, however, remove an item from consent by request. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.

- A. Minutes of the April 16, 2024, City Council Meeting. (Heather Barbour, Clerk of Council)
- B. A Resolution of Council Authorizing Alcoholic Beverages to be Sold and Consumed Annually at the Freedom Festival Event on July 3 (Rain Date July 4) From 5:00 p.m. - 9:00 p.m. to be Held at the Oxford Community Park Located at 6801 Fairfield Road, Oxford, Ohio 45056. (Casey Wooddell, Parks and Recreation Director)

6. Resolutions.

- A. A Resolution Authorizing the City Manager to Enter into an Agreement with Passport Labs, Inc. for the Annual Software Subscription for the City's Parking Management Platforms at a Cost Not to Exceed \$56,110.00 for the First Year with an Increase of 5% Each Year Thereafter. (John Jones, Police Chief)
- B. A Resolution Authorizing the City Manager to Enter into an Agreement with Medicount Management Inc. for Emergency Medical Services Billing Services at a Cost of Five and a Half Percent (5.5%) of the Gross Amount Collected. (John Detherage, Fire Chief)
- C. A Resolution Authorizing the City Manager to Sign a 12-month Contract Totaling \$99,996.00 with NextStep Networking to Provide Information Technology Field Staff Support, with an Annual Renewal Option with a 3% Increase. (Jessica Greene, Assistant City Manager)
- D. A Resolution Authorizing the City Manager to Enter Into an Agreement with Parkson Corporation for the Purchase of Specified Equipment Listed in the Rebuild Spec Sheet (#PO20011103) at a Cost Not to Exceed \$100,995.00. with a Contingency of \$10,000.00 for a Total Not to Exceed \$110,995.00. (Michael Dreisbach, Service Director)

7. Ordinances.

Ordinances are adopted using a two-step procedure. First reading introduces the Ordinance and provides an opportunity for public input on the subject as well as allowing Council to request more information as needed. Second reading is to provide Council with the opportunity to consider new information and to deliberate.

A. First Reading

1. An Ordinance Authorizing the City Manager to Enter Into an Easement Agreement Between the City of Oxford and Duke Energy Ohio, Inc. for Construction of the Butler County Regional Transit Authority's New Transportation Facility's Electrical Infrastructure as Set Forth in Exhibit "A" Attached Hereto. (Michael Dreisbach, Service Director)
2. An Ordinance Amending Section 1143.10 Uptown District Paragraph (b) Uses (1) Permitted Uses E. Sidewalk Uses By Adding 3.i. (Douglas Elliott, City Manager)

B. Second Reading

8. Announcements & Communications.

A. Remarks from City Council and City staff.

The comments expressed by individual members of Council or City staff during this portion of a City Council meeting do not necessarily reflect the views of the City of Oxford, The Oxford City Council, or the City staff.

B. Future Meetings.

(Note: Meetings are held at the Court House unless otherwise indicated.)

DATE	Meeting		
1.	Date	Meeting	Location Time
	May 8	Historic & Architectural Preservation Commission	Courthouse 6:00 p.m.
	May 13	Oxford Recreation Board	Municipal Building 11:30 a.m.
	May 14	Planning Commission	Courthouse 7:00 p.m.
	May 15	Board of Building Appeals	Courthouse 5:30 p.m.
	May 16	Police Community Relations & Review Commission	Courthouse 7:00 p.m.
	May 21	City Council	Courthouse 7:30 p.m.

May 28 Board of Zoning Appeals

Courthouse 6:30 p.m.

9. Adjourn.



MINUTES
OXFORD CITY COUNCIL REGULAR MEETING
COURTHOUSE
TUESDAY, APRIL 16, 2024 AT 7:30 PM

MEETING PROCEDURE: Comments from the Public are welcome at two different times during the course of the meeting: (1) Comments on items not on the Agenda, and Consent Agenda items, will be heard under Public Comments – and (2) Comments on all Resolutions and Ordinances will be heard during Council consideration of said item. Please wait until you are recognized by the Mayor, state your name and address so that your comments may be properly recorded and limit your remarks to a period of five minutes or less.

1. Roll Call.

Motion – To Enter Executive Session at 7:15 p.m. O.R.C. 121.22 (G)(1) To Consider Appointments to Boards and Commissions.

(Roll Call Vote) 1st Mr. Prytherch 2nd Ms. Raghu

AYE # 6

Ms. Raghu, Mr. Bracken, Mr. Smith, Ms. Franklin, Mr. Prytherch and Mayor Snavely

NAY # 0

ABS # 0

Motion – To Return from Executive Session at 7:33 p.m. O.R.C. 121.22 (G)(1) To Consider Appointments to Boards and Commissions.

(Voice Vote) 1st Mr. Prytherch 2nd Ms. Raghu

AYE # 6

NAY # 0

ABS # 0

A regular meeting of the Oxford City Council was called to order by Mayor Snavely on Tuesday, April 16, 2024, at 7:34 p.m. Members in attendance were Jason Bracken, Amber Franklin, Micheal Smith, David Prytherch and Chantel Raghu. Alex French was excused.

Staff Members in Attendance

Mr. Douglas Elliott, City Manager; Ms. Jessica Greene, Assistant City Manager; Mr. John Jones, Police Chief; Mr. Michael Dreisbach, Service Director; Mr. John Detherage, Fire Chief; Mr.

Sam Perry, Community Development Director; Mr. Geoff Robinson, Police Lieutenant; Ms. Heidi Ridenour, Finance Director; Mr. Chris Conard, Law Director; and Ms. Heather Barbour, Clerk of Council.

2. Pledge of Allegiance.

3. Approval of Agenda.

Motion – To Approve the Agenda.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 6
NAY # 0
ABS # 0

4. Public Participation.

A. Proclamation - "Education and Sharing Day"

Rabbi Yossi Greenberg was in attendance to receive the Proclamation. Rabbi Greenberg thanked the Mayor and Council for the Proclamation. Rabbi Greenberg mentioned that many Jewish communities around the country have been harassed since the October 7th horrific attacks. Rabbi Greenberg thanked the City of Oxford and the Community here. Maya, a senior at Miami University and President of Chabad. Maya mentioned Miami isn't a school with a large Jewish population, but we sure do have a lot of Jewish pride, and that is because of people like you.

B. Proclamation - "Earth Day"

Mr. Dreisbach was in attendance to receive the Proclamation.

C. Proclamation - "Arbor Day"

Mr. Dreisbach was in attendance to receive the Proclamation.

D. Proclamation - National Cities, Towns and Villages Month

Mr. Perry was in attendance to receive the Proclamation.

E. Appointments to Boards and Commissions

Motion – To Appoint Ms. Remah Dinc to an unexpired term on the Historic and Architectural Preservation Commission.

(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch

AYE # 5

NAY # 0

ABS # 1

Motion – To Appoint Mr. Jim Vinch to an unexpired term on the Environmental Commission.

(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch

AYE # 6

NAY # 0

ABS # 0

Motion – To Appoint Mr. Matt Wyatt to an unexpired term on the Board of Zoning Appeals.

(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch

AYE # 6

NAY # 0

ABS # 0

F. Discussion Item - Use of Force Report by Special Counsel

Mayor Snavely introduced the Special Counselors. Mr. David Williamson and Mr. Jonathan Hollingsworth. Mr. Williamson and Mr. Hollingsworth explained the compliance investigation process they used to create the use of force report. Mr. Williamson and Mr. Hollingsworth gave a summary of the full report that can be found on page 9 of the Agenda Packet and on the [City's website](#). Chief John Jones gave a response to the presented report. Chief Jones mentioned the procedure after getting a report on an internal affair and making a recommendation to the City Manager. Chief Jones noted the findings were of exoneration to Officer Blauvelt, meaning the alleged conduct occurred, but the actions taken were lawful, and there was no misconduct. Chief Jones mentioned that the Butler County Sheriff's Office investigated the criminal case and then reviewed by the Butler County Prosecutor's Office and found that Officer Blauvelt's use of force was justified. Chief Jones stated that the Police Division saw improvements that needed to be made to our policies and procedures. Mr. Williamson and Mr. Hollingsworth addressed questions and comments from the Council and the public in attendance.

Public Comment - Ms. Ann Fuehrer, Dana Drive - Ms. Fuehrer serves as the Secretary of the Oxford branch of the NAACP. Ms. Fuehrer mentioned concerns in the form of 16 sets of questions from the PCRRC meeting on February 15, 2024. Ms. Fuehrer noted that the Council needs to give direct direction to staff about what needs to happen in this situation to implement

the recommendations.

Public Comment - Ms. Fran Jackson, 114 Country Club Drive - Ms. Jackson serves as the President of the Oxford branch of the NAACP. Ms. Jackson mentioned one of the NAACP recommendations was for an external independent investigation be made and followed by a public presentation of the report and this happened. Ms. Jackson thanked the Council and City Manager for having the discussion tonight. Ms. Jackson expressed after reading the report that she has some dissatisfaction with unanswered concerns.

Public Comment - Ms. Linda Musmeci Kimball, Melinda Drive - Ms. Kimball shared she was wearing her NAACP hat, but is speaking as an individual. Ms. Kimball has hoped that the report would have addressed more of her concerns or answered more questions and had let to policy improvements. Ms. Kimball asked about de-escalation tactics, and if better policies could have been in place.

Public Comment - Ms. Vannessa Cummings, Marti Court - Ms. Cummings questioned what Johnson knew on page 6 of the report. Ms Cummings also questioned the verbal command given by Blauvelt to roll over, while being held down by three people Johnson was unable to roll over. Ms. Cummings stated the NAACP is requesting a public meeting with PCRRC and Civil Rights Commission, Student Community Relations Commission to allow the Community to discuss and understand what's happened and how to improve relations with the Police Division, our students, and our Community.

Public Comment - Mr. Rajarshi Banerjee, 201 E Chestnut St. - Mr. Banerjee shared that he's a student and a resident here. Mr. Banerjee thanked Ms. Cummings for her amazing summary and agreed with what she had already mentioned. Mr. Banerjee noted he and many others in the Community disagree with the charges Devin Johnson was convicted of when the video evidence clearly shows that he acted in self-defense.

Public Comment - Mr. Steve Schnabl, 44 Autumn Drive - Mr. Schnabl mentioned he appreciates the work that Chief Jones and his Division do and reads the weekly school year summaries in what the Police Officers go through to protect this Community. Mr. Schnabl noted he thinks we've been overly concerned and the Courts had found the young man guilty of some behaviors.

Public Comment - Mr. Dylan Halpin, South College Ave - Mr. Halpin is from Columbus and has worked at Brick Street Bar for two years. Mr. Halpin mentioned that one of the Brick Street employees uncle was a Police Officer and he found it bizarre that most of the people that were interviewed were Police Officers and Brick Street employees. Mr. Halpin questioned how a statement was worded in regards to the interviewing Mr. Johnson. Mr. Halpin agreed that as a person Officer Blauvelt may not be the problem, if the guidelines should be reviewed and changed.

Public Comment - Mr. Pat Meade, Lantern Ridge - Mr. Meade noted this is a sad situation, because we have spent so much time in Oxford trying to improve Police Community relations. Mr. Meade shared that years ago the Police Community Relations and Review Commission was formed to improve trust between the Police Division and the Community. Mr. Meade stated this incident has really taken us back and that's sad, because of some mistakes in the Police Division that were in the report regarding handling evidence. Mr. Meade shared that he hopes this is given

to Mr. Nadler and the PCRRC to host a public forum, that we continue to listen to citizens that we continue to listen to the Police Officers.

Chief Jones and Mr. Conard addressed questions and comments from the Council and the public. Mr. Conard mentioned when the decision was made to retain special counsel we knew that would not be the end of the process. Mr. Conard noted it was well known that given the timing to have the report completed that Devin Johnson was unlikely to have gone to trial so that piece wasn't going to be there which is another reason for follow-up. Mr. Conard shared we can now order the transcript from the trial that can be layered into the conversation and move forward accordingly. Mayor Sanvely thanked everyone for coming and speaking at the meeting. Mayor Snavelly noted that hearing everyone is what our Community is about.

G. Public Comments

The purpose of the public comments section is for members of the public to speak to the City Council on any subject not scheduled on the Agenda, except consent agenda items. To speak, you may approach the podium and wait to be addressed by the Mayor. You will need to state your name and address for the public record. City Council values your comments, and Council rules limit public comments to five minutes for each person. Presentations are not to be in the form of public debate, personal attacks on Council, City staff, or other members of the public, and Council shall not act except to direct the City Manager to take action or schedule the matter for discussion at a later date.

Public Comment - Mr. Steve Schnabl, Autumn Drive - Mr. Schnabl mentioned serving on SCRC several years ago and expressed his frustration. Mr. Schnabl hopes things have changed since he had been on the commission.

Public Comment - Mr. Rajarshi Banerjee, 201 East Chestnut Street - Mr. Banerjee mentioned a comment made by Mr. Conard regarding changing the law. Mr. Banerjee disagrees with this statement. Mr. Banerjee hopes the PCRRC gets the power to reprimand officers directly.

5. Consent Agenda.

All matters under the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion. Any City Council member may, however, remove an item from consent by request. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.

Motion – To Approve the Consent Agenda.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 6

NAY # 0
ABS # 0

- A. Minutes of the April 2, 2024, City Council Meeting (Heather Barbour, Clerk of Council)
- B. A Report Regarding the April 4, 2024 Environmental Commission Meeting (Jessica Greene, Assistant City Manager)
- C. A Resolution Approving Then and Now Certificates for Purchase Orders Issued Above \$3,000.00 Where an Invoice was Received Prior to the Purchase Order Date, as a Requirement of Ohio Revised Code 5705.41 (d). (Heidi Hill, Finance Director)

6. Resolutions.

- A. A Resolution of the City Council of Oxford, Ohio, to Continue as a Member of the World Health Organization's and AARP's Network of Age-Friendly Cities and the AARP Liveable Communities for a Second 5-Year Cycle of the "Age-Friendly Oxford" Initiative. (Sam Perry, Community Development Director)

Motion – To Adopt Resolution No. 7592.
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 6
NAY # 0
ABS # 0

Mr. Perry presented his staff report and addressed questions and comments from the Council.

Public Comment - None.

- B. A Resolution Authorizing the City Manager and Law Director to Sign the Subgrant Agreement Between Butler County, Ohio, and the City of Oxford for \$1,000,000.00 of American Rescue Plan Act/State and Local Fiscal Recovery Funds to Assist with

Affordable Housing Infrastructure, as Allocated by the Butler County Board Of Commissioners. (Jessica Greene, Assistant City Manager)

Motion – To Adopt Resolution No. 7593
(Voice Vote) 1st Ms. Raghu 2nd Ms. Franklin
AYE # 6
NAY # 0
ABS # 0

Ms. Greene presented her staff report and addressed questions from the Council.

Public Comment - None.

- C. A Resolution Authorizing the City Manager to Sign a Memorandum of Understanding Between Duke Energy and the City of Oxford to Receive Funding for a Mural to be Located at the Duke Substation at the Intersection of Locust and Spring Street and for the City to Develop an Artist Agreement that will Outline the Care and Upkeep of the Mural for a Period of 10 Years. (Jessica Greene, Assistant City Manager)

Motion – To Adopt Resolution No. 7594.
(Voice Vote) 1st Ms. Raghu 2nd Ms. Franklin
AYE # 6
NAY # 0
ABS # 0

Ms. Greene presented her staff report and addressed questions and comments from the Council.

Public Comment - None.

- D. A Resolution in the Matter of the Approval of the Solid Waste Management Plan for Butler County Solid Waste Management District. (Douglas Elliott, City Manager)

Motion – To Adopt Resolution No. 7595
(Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
AYE # 6
NAY # 0
ABS # 0

Mr. Elliott presented his staff report and addressed questions and comments from the Council.
Visit the [City's website to view the full Butler County Solid Waste Management Plan](#).

Public Comment - None.

7. Ordinances.

Ordinances are adopted using a two-step procedure. First reading introduces the Ordinance and provides an opportunity for public input on the subject as well as allowing Council to request more information as needed. Second reading is to provide Council with the opportunity to consider new information and to deliberate.

A. First Reading

B. Second Reading

1. An Ordinance Amending Ordinance No. 3750 Supplemental Budget Ordinance #2 to Make Supplemental Appropriations for Fiscal Year 2024. (Heidi Hill, Finance Director)

Motion – To Adopt Ordinance No. 3764.
(Roll Call Vote) 1st Ms. Raghu 2nd Mr. Prytherch

AYE # 6

Mr. Smith, Ms. Franklin, Mr. Prytherch, Ms. Raghu, Mr. Bracken, and Mayor Snavelly

NAY # 0

ABS # 0

Ms. Hill presented the changes from the first reading and addressed questions and comments from the Council.

Public Comment - None.

8. Announcements & Communications.

A. Remarks from City Council and City staff.

The comments expressed by individual members of Council or City staff during this portion of a City Council meeting do not necessarily reflect the views of the City of Oxford, The Oxford City Council, or the City staff.

B. Future Meetings.

(Note: Meetings are held at the Court House unless otherwise indicated.)

DATE Meeting

1. Date	Meeting	Location	Time
Apr 17	Board of Building Appeals	Courthouse	5:30 p.m.
Apr 23	Board of Zoning Appeals	Courthouse	6:30 p.m.
May 1	Environmental Commission	Municipal Building	7:00 p.m.
May 2	Housing Advisory Commission	Municipal Building	5:00 p.m.
May 7	Records Commission	Municipal Building	4:45 p.m.
May 7	City Council	Courthouse	7:30 p.m.
May 8	Historic & Architectural Preservation Commission	Courthouse	6:00 p.m.
May 13	Oxford Recreation Board	Municipal Building	11:30 a.m.
May 14	Planning Commission	Courthouse	7:00p.m.
May 15	Board of Building Appeals	Courthouse	5:30 p.m.
May 21	City Council	Courthouse	7:30 p.m.

9. Adjourn.

Motion – To Adjourn at 10:12 p.m.
 (Voice Vote) 1st Ms. Raghu 2nd Mr. Prytherch
 AYE # 6
 NAY # 0
 ABS # 0

Request has been sucessfully updated.

Public Comment to Council Form

Print

Submitted by: Cathy Titus

Submitted On: 2024-04-04 14:10:52

Submission IP: (72.49.187.137)
proxy-IP (raw-IP)

Status: Acknowledged

Priority: Normal

Assigned To: Doug Elliott

Due Date: Open

Public Comment To Council



Please note: Comments must be received by 2:00 pm the day of the council meeting to be shared with City Council members. Comments will be included in the minutes under the public comment section.

* First Name

* Last Name

Cathy

Titus

Enter your First Name

Enter your Last Name

* Address

101 Charleston Drive

* City

* State

Oxford

OH

* Email

Phone

cathyctitus@gmail.com

Ex. (123) 456-7890

* I am a...

- ☐ Visitor
- ☒ Resident (i.e. must live within the corporate boundaries)
- ☐ Business Manager
- ☐ Business Owner
- ☐ Employee in Oxford
- ☐ Student
- ☐ Other

* Comment(s)

Thank you Mayor Snavelly for attempting to table Tuesday night's discussion on the alley development moratorium until all stakeholders were notified. Several meetings ago council discussed whether or not to allow Q&A between council and the public. I appreciated your consideration of allowing the public to address council outside of a 5 minute monologue. One council member noted that meeting attendance has dwindled a bit. Please know that just because you do not see the physical presence of bodies does not mean that the public is not present online. By not allowing a more open discussion format there really is not much incentive for the public to attend the meeting in person. It really is a lose/lose situation. Council does not have the opportunity to interact with the public in person. Also council is limited to making decisions merely on their "perception" of what comments the public may have. It is a lose for the public in that they don't get to know you. They also don't get to see how much work and care you put into your service for the community of Oxford. Know that Harry and I do attend the council meeting via the online portal. Please also know that we do appreciate your commitment to making the city of Oxford a place of excellence for everyone.

Make a public comment for review by City Council

Request has been sucessfully updated.

Public Comment to Council Form

Print

Submitted by: Rajarshi Banerjee

Submitted On: 2024-04-16 18:25:43

Submission IP: (50.51.225.242)
proxy-IP (raw-IP)

Status: Acknowledged

Priority: Normal

Assigned To: Doug Elliott

Due Date: Open

Public Comment To Council



Please note: Comments must be received by 2:00 pm the day of the council meeting to be shared with City Council members. Comments will be included in the minutes under the public comment section.

* First Name

* Last Name

Rajarshi

Banerjee

Enter your First Name

Enter your Last Name

* Address

201 E Chestnut St

* City

* State

Oxford

Ohio

* Email

Phone

rajibanerjee04@gmail.com

5138501561

* I am a...

- ☐ Visitor
- ☒ Resident (i.e. must live within the corporate boundaries)
- ☐ Business Manager
- ☐ Business Owner
- ☐ Employee in Oxford
- ☒ Student
- ☐ Other

* Comment(s)

Let me start by stating that I and many others in the community disagree with the charges Devin Johnson was convicted of, for good reason considering the video evidence clearly show his innocence. Claims by the Butler County Sheriff, prosecutor Michael Gmoser, and now Williams and Hollingsworth, that Matthew Blauvelt’s use of force on Devin was justifiable in the situation are utterly baseless. It is widely known that hard blows to the head can be life-threatening. The footage shows Devin being physically restrained by multiple individuals when apprehended by Blauvelt, hindering his ability to comply with orders, as well as to pose any imaginary threat of harming Blauvelt. Despite official claims that they had let go, multiple parties were still handling Devin's body when officer Blauvelt dropped his weight onto him. Devin was thrashing from this, which caused Blauvelt to be moved around. Blauvelt immediately reacted by punching Devin in the head repeatedly. We can see what happened. Devin posed no risk to Matthew Blauvelt’s safety. Blauvelt’s failure to deescalate the situation, or even clear others off Devin before attempting to forcefully pin him, must be understood as negligence. The consequences of Blauvelt's negligence; the fear of his own gun, cannot be used as an excuse to then commit extreme violence against a restrained individual who has shown no intention of harm. Police officers cannot awkwardly assert themselves into chaotic, compromised positions and use extreme violence the second they get spooked. They can't attack restrained, innocent people who aren't even under arrest. As an informed and conscientious member of the community, I cannot tolerate police officers employing violent, excessive force, and shifting blame onto the victim. This is a matter of our community’s safety, and our fundamental human rights. I demand, as any reasonable observer should, that Matthew Blauvelt be held legally accountable for his actions and barred from ever serving as a police officer again. This calls for the appointment of an external special prosecutor, which city council should officially request of the attorney general. Justice for Devin.

Make a public comment for review by City Council



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Parks & Recreation
PREPARED BY:	Casey Wooddell
DATE PREPARED:	3/21/2024
COUNCIL MEETING DATE:	May 7, 2024
AGENDA TITLE:	A Resolution of Council Authorizing Alcoholic Beverages to be Sold and Consumed Annually at the Freedom Festival Event on July 3 (Rain Date July 4) From 5:00 p.m. - 9:00 p.m. to be Held at the Oxford Community Park Located at 6801 Fairfield Road, Oxford, Ohio 45056. (Casey Wooddell, Parks and Recreation Director)
COUNCIL GOAL AREA:	Celebration of the People and Places that Make Oxford Unique
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	CDW 3/21/2024 DRE 3.21.2024

DISCUSSION:

Oxford Chamber of Commerce will apply for a permit from the State of Ohio authorizing the sale and consumption of beer at the Oxford Community Park for the 2024 Freedom Festival event. This is an annual event and serves all segments of the greater Oxford community, including families, adults and senior citizens. This event includes games, inflatables, horse carriage rides, local vendors, food and fireworks. All of these attractions are provided free of charge to the community.

Section 729.10 of the Oxford Codified Ordinances prohibits the sale or use of alcohol on any municipally owned or controlled property unless approved by City Council.

The sale and consumption of beer for this event will be permitted from 5:00-9:00pm on July 3, 2024, with a rain date of July 4, 2024, contingent upon approval of the permit from the State of Ohio. Oxford Parks and Recreation Department will ensure the area permitted for sale and consumption is clearly designated and appropriate signage is posted.

This has been discussed with, and approved by, City Manager Doug Elliott and Chief of Police John

Jones. Oxford Parks and Recreation will collaborate with the Oxford Police Department to ensure adequate staffing and safety supervision will be available on-site during the event.

RESOLUTION NO.

A RESOLUTION OF COUNCIL AUTHORIZING ALCOHOLIC BEVERAGES TO BE SOLD AND CONSUMED ANNUALLY AT THE FREEDOM FESTIVAL ON JULY 3rd (RAIN DATE JULY 4th), FROM 5:00 P.M.– 9:00 P.M. TO BE HELD AT THE OXFORD COMMUNITY PARK LOCATED AT 6801 FAIRFIELD ROAD OXFORD, OHIO 45056.

WHEREAS, the Talawanda Recreation, Inc. (TRI) will apply for a permit from the State of Ohio authorizing the sale and consumption of beer at the Oxford Community Park for the 2024 Freedom Festival event; and

WHEREAS, this is an annual event and serves all segments of the greater Oxford community, including families, adults, and senior citizens; and

WHEREAS, section 729.10 of the Oxford Codified Ordinances prohibits the sale or use of alcohol on any municipally owned or controlled property unless approved by City Council.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: Council hereby authorizes the sale and consumption of beer for this annual event will be permitted from 5:00-9:00 pm on July 3rd with a rain date of July 4th contingent upon approval of the permit from the State of Ohio.

SECTION 2: This Resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL
INTRODUCED BY: WILLIAM SNAVELY
PREPARED BY: LAW (STAFF)



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Police Division
PREPARED BY:	John Jones
DATE PREPARED:	4/23/2024
COUNCIL MEETING DATE:	May 7, 2024
AGENDA TITLE:	A Resolution Authorizing the City Manager to Enter into an Agreement with Passport Labs, Inc. for the Annual Software Subscription for the City's Parking Management Platforms at a Cost Not to Exceed \$56,110.00 for the First Year with an Increase of 5% Each Year Thereafter. (John Jones, Police Chief)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	\$59,100
ACCOUNT CODE:	130.710.52340
RECOMMENDATION:	Approve the Resolution
CITY MANAGER/DEPT HEAD APPROVAL:	JAJ DRE

DISCUSSION:

OPD has used Passport, Inc. owned software since 2018 for the necessary operations of the Parking Unit. We renewed the Passport contract in 2021 and that contract has now expired and needs renewed. Staff is satisfied with the services provided by this software provider and recommends additional features to improve operations and customer service. Those additional features will allow for electronic permits (such as Residential Parking Permits) and for a pay by mobile app from Passport.

This resolution will authorize the City Manager to enter into an agreement with Passport, Inc. for the annual software subscription for the Citation Management Platform, the Digital Permits for Parking Platform, the License Plate Recognition Platform, and the Mobile Payment for Parking Platform at a cost not to exceed \$56,110 the first year and an increase 5% each year hereafter.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A NEW AGREEMENT WITH PASSPORT LABS, INC. FOR THE ANNUAL SOFTWARE SUBSCRIPTION FOR THE CITY'S PARKING MANAGEMENT PLATFORMS AT A COST NOT TO EXCEED \$56,110.00 FOR THE FIRST YEAR WITH AN INCREASE OF 5% EACH YEAR THEREAFTER.

WHEREAS, the 2024 Police Operating Budget includes \$59,100.00 for the annual software subscription for the Citation Management Platform, the Digital Permits for Parking Platform, the License Plate Recognition Platform and the Mobile Application License fee; and

WHEREAS, the City Manager and the Police Chief recommend Council authorize the City Manager to enter into an agreement, a copy of which is attached hereto as Exhibit "A" with Passport Labs, Inc. for the annual software subscription for the City's Parking Management Platforms at a cost of \$56,110.00 for the first year with an increase of 5% each year thereafter.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: Council accepts the recommendation of the City Manager and the Police Chief and authorizes the City Manager to enter into an agreement, a copy of which is attached hereto as Exhibit "A" with Passport Labs, Inc. for the annual software subscription for the City's Parking Management Platforms at a cost of \$56,110.00 for the first year with an increase of 5% each year thereafter.

SECTION 2: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)

ORDER FORM

This Order Form (the "Order Form"), effective as of _____, is being entered into by and between Passport Labs, Inc. and City of Oxford OH ("Customer") pursuant and subject to the Software License and Service Agreement (the "Agreement") entered into by the Parties as of _____. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

I. SUMMARY OF THE PRODUCTS AND SERVICES

This Order Form, together with any Product Specific Terms attached hereto and made a part hereof in Schedule 1 and the SOW attached hereto and made a part hereof as Schedule 2, contains the terms and conditions applicable to the Products and related services purchased pursuant to the Agreement.

PRODUCTS AND SERVICES	
Mobile Payment for Parking Platform ("MPP")	X
Citation Management Platform ("CMP")	X
Digital Permits for Parking Platform ("DPP")	X
License Plate Recognition Platform ("LPR")	X

II. FEES

A. Fees. The fees are as follows:

Products and Services	Fee(s)	Fee Type(s)
Mobile Payment for Parking ("MPP"):		
Per Transaction MPP Service and License Fee	\$0.30	Per Transaction ¹
Maximum Convenience Fee Passed through to Parking Customers (Includes Gateway Fee, paid by the parker)	\$0.35	Per Transaction
Citation Management Platform ("CMP"):		
DMV Lookup Fee	\$0.53	Per Ticket Issued
Digital Permits for Parking ("DPP"):		
DPP Service and License Fee	Included in Annual Subscription Fee	
Merchant Services Fee	MPP: 3.0% + \$0.15/transaction	
Payment Gateway Fee (paid by parker)	MPP: \$0.05/transaction	
CMP & DPP Annual Subscription Fee	\$56,110.00/per year (5% Annual Increases)	

¹ 1. An MPP "Transaction" is a single parking session lasting less than twenty-four (24) hours in duration.

LPR Pricing Table

License Plate Recognition Platform	\$5,000.00/per unit per year
------------------------------------	------------------------------

III. BILLING INFORMATION

Billing Contact Name:	Lt. Lara Fening
Billing Email Address:	LFening@cityofoxford.org
Billing Address:	15 South College Avenue, Oxford, Ohio 45056

IN WITNESS WHEREOF, Passport and Customer have each caused this Order Form to be executed by its duly authorized representatives.

City of Oxford OH		Passport Labs, Inc.	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

SCHEDULE 1

1. MOBILE PAYMENT FOR PARKING

Services:

Passport will provide services and license software, including all web and mobile applications and related documentation necessary for Customer to operate a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Customer (the "Premises") the ability to pay for parking using a smartphone application or mobile web application.

Equipment:

Passport will provide Customer an initial quantity of signs and decals consistent with Passport's marketing best practices at no charge to support the implementation of the MPP. Customer will be solely responsible for installing all signs and decals in the Premises. Additional signs and decals shall be charged at Passport's then-prevailing unit prices. Passport will provide a design file to allow Customer to print replacement signs and decals at no charge.

Ancillary Fees:

- a) Customer will pay a ten dollar (\$10) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport.
- b) Customer will pay a one dollar (\$1) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport.

Third Party Providers:

In order to expand the management data available to Customer and to improve access and the user experience for a broader group of individuals wishing to pay for parking and engage in related transactions via channels other than the MPP provided by Passport, Passport may, at its option, allow the use of third-party provider's (each a "Third Party Provider") interfaces for initiating parking transactions or to enhance the mobility experience, including any and all possible methods available to parkers to request the right to access and occupy a parking space or otherwise-denominated curb space for any period of time (in accordance with Customer's applicable rates, rules, ordinances, and regulations). Such interfaces will include, but not be limited to, in-dash vehicle systems, navigation systems (whether in-dash or smartphone-based), business intelligence solutions, and mobile payments for parking applications other than Passport's MPP (each an "Interface").

Should Passport exercise this option, such Third Party Provider(s) shall contract directly with Passport to establish the integrations necessary for Passport to facilitate all mobile payments for parking sessions and related transactions for the Third Party Provider(s) and its end users. The term "facilitate" includes, but is not limited to: (a) all tasks related to parking rights management, including the calculation of parking session prices, (b) the management of rates, rules, and restrictions and zones, spaces, or other units of parking or curbside inventory; (c) transactional reporting; (d) tasks related to transmission of parking rights data to parking enforcement systems and any data processing systems; (e) tasks related to refund issuance, parking rule management, reconciliation of funds, invoicing, and other administrative functions; and (f) all back-office management interfacing necessary to manage the foregoing and all other tasks necessary or desirable for Passport to effectively manage the issuance and processing of parking rights on behalf of City (the "Shared Services"). For parking transactions initiated via a Third Party Provider's Interface, payment processing must be conducted by Passport.

Notwithstanding anything to the contrary in the Agreement, Passport may share Operational Data with Third Party Providers to the extent necessary to enable the Shared Services. Customer acknowledges and agrees that a Third Party Provider may configure and control the feature set of its own Interface so long as it is capable of performing the functions required to interact with Passport's platform and execute parking transactions as designated in the scope of work. Customer further acknowledges and agrees that certain data received from Third Party Providers may be more limited than what Passport can provide to Customer as Customer's MPP provider and may need to be provided, if at all, on an aggregated and/or anonymized basis; Passport shall, however, use commercially reasonable efforts to supply such data as may be reasonably requested by Customer for its internal purposes.

To utilize the Shared Services, each Third Party Provider will be required to integrate with application programming interface endpoints provided by Passport, which cannot be accessed or utilized by such Third Party Provider prior to the execution of a standalone contract with Passport governing the access, use, pricing, disclosure, and governance of the Shared Services consistent with the foregoing paragraphs and as otherwise determined by Passport in its sole discretion.

2. Payment Gateway Management Solutions

Passport has integrated the Services with a payment management platform (the "Payments Platform") provided in part by Cybersource Corporation ("Cybersource"). Through the integration, Passport will make available to Customer certain payment management solutions ("PGMS"). Customer's use of PGMS is subject to the following terms and conditions:

a. **Use of PGMS:** Customer's activity in any way connected with PGMS, including the installation, configuration, and use of PGMS, shall conform in all material respects to (a) the specifications set forth in any applicable documentation provided at any time by either Passport, (b) the Agreement, including, without limitation, all licenses granted under the Agreement, (c) the Payment Card Industry Data Security Standard (as applicable), and (d) the obtaining of appropriate consent for any personal data submitted via or in connection with PGMS at any time. Customer will (1) provide all information reasonably required by Passport to successfully provision an account for Customer; and (2) enter into any applicable agreement with Cybersource and/or applicable third parties as may be reasonably required to utilize PGMS, including, without limitation, any applicable merchant agreement.

b. **Right of Refusal:** Customer acknowledges and agrees that Passport may, at its discretion, refuse to provide, suspend, or delete Customer's account(s) and/or access to PGMS with immediate effect, in which event Passport will promptly provide Customer with a reasonable written explanation for such refusal, suspension, or deletion.

c. **Support:** Passport will provide initial support to handle Level-1 support inquiries from Customer, including, without limitation, technical questions, API configuration, connectivity testing and troubleshooting. Customer acknowledges and agrees that Passport may escalate support inquiries to third party vendors pursuant to Passport's procedures detailed in any applicable documentation.

d. **Account Control:** Customer is solely responsible for maintaining adequate security and control of IDs, passwords, or any other codes for purposes of obtaining access to PGMS. Passport shall be entitled to rely on information it receives from Customer and may assume that all such information was transmitted by or on behalf of Customer.

e. **Warranties:** Customer warrants that its products and/or services (a) do not infringe on or violate the intellectual property rights of any third party, and (b) will not contain any content which violates any laws or third party rights.

f. **Disclaimer:** Notwithstanding any term or condition of the Agreement to the contrary, (a) Customer disclaims Passport and their respective affiliates from any liability to Customer for indirect, incidental, consequential, special or exemplary damage arising from or related to PGMS, and (b) any direct damages in the aggregate, under any legal or equitable theory, arising from or related to PGMS will be limited to fees actually received by Passport for provision of PGMS to Customer during the twelve (12) month period prior to the date that the cause of action arose.

g. **Access to Data:** Customer acknowledges and agrees that both Passport and Cybersource (and their affiliates) may access and use personal information for improving and/or enhancing underlying products used by Customer, detecting data security incidents, or improving and enhancing security and fraud prevention tools for use by Passport, Customer and/or any other clients of Cybersource (or its affiliates).

h. **Supported Payment Methods and Acquirers*:** Customer may select from any of the following processing entities that have existing compatibility with PGMS. Processing entities not listed must be approved by Passport and may be subject to additional connectivity fees.

Passport Payments Merchant Processing
Bank of America Merchant Services (BAMS/Omnipay)
Barclays
Chase Paymentech
Elavon
EVO
First Data Merchant Solutions (FDC Compass)
First Data Merchant Solutions (FDC Nashville Global, f.k.a. FDI Global)
First Data Merchant Solutions (FDMS Nashville)
First Data Merchant Solutions (FDMS South)
Global Payments International (GPN)
PNC
Scotiabank
SunTrust Bank
TSYS
Wells Fargo Bank (FDMS)
WePay
Worldpay
Worldpay (f.k.a. Litle/Vantiv CNP)
Worldpay (f.k.a. Vantiv Direct)

* Subject to modification and updating by Passport from time to time.

3. **Passport Payments Merchant Processing**

Passport will make available to Customer certain merchant processing services as a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions, subject to the terms and conditions applicable to PGMS and the following terms and conditions:

a. **Merchant of Record:** Unless the Customer is designated as the merchant ("Merchant of Record" or "MOR") in the Order Form or another applicable written agreement of the Parties, Passport will serve as the MOR for all payments processed. Where Passport is the MOR, Customer hereby appoints Passport as its limited agent to accept and process payments in connection with the Offerings, and acknowledges that our receipt of payment from End Users in connection with the Offerings is equivalent to receipt of such funds by you. You will provide appropriate tax and banking information to us in order to allow us to make remittances according to the specified remittance schedule.

b. **Branding:** Customer's payment screen(s) will include clear and conspicuous Passport branding in a manner acceptable to Passport and in conformity with applicable card network rules and/or standards. Passport may modify (or request that Customer modify) any payment screen(s) to conform to applicable card network rules and/or standards.

c. **Inquiries and End User Support:** Passport will promptly respond to any cardholder (or end user) inquiries regarding any payments processed by Passport pursuant to the Order Form. Passport also will provide all cardholder (or end user) support for payments processed by Passport pursuant to the Order Form, including, without limitation, dispute resolution as described below. Notwithstanding the foregoing, Passport will provide to Customer information regarding chargebacks, credits, refunds, reversals and/or similar matters via Passport's systems; Passport also will promptly respond to Customer's reasonable requests for information regarding cardholder (or end user) inquiries associated with Customer.

d. **Payment Acceptance:** Payments to be processed only may be initiated by cardholders using Passport authorized mobile and/or web applications.

e. **Payment Methods:** Passport's merchant processing services will accept all major card networks (Visa, Mastercard, Discover, and American Express), as well as alternative payment methods that Passport may accept from time to time (ApplePay and Google Pay). Passport may modify the alternative payment methods accepted from time to time at Passport's sole discretion.

f. **Acceptance of Ecosystem Payments:** If agreed in writing by Customer and Passport, Customer will have access to those partners and/or others for which Passport accepts payments from time to time. For clarity, Passport will serve as the merchant (commonly known as the "merchant of record") for any such transactions.

g. **Dispute Terms:** As the MOR, Passport will bear the financial cost of chargeback processing fees for disputed transactions initiated within any Passport application. Passport reserves the right to reverse payments made to Customer associated with the transaction value for any disputed transactions. If Customer experiences excessive chargebacks, as reasonably determined by Passport, the parties will renegotiate the terms and conditions of this paragraph. Customers may request, in writing, that Passport respond to a dispute by submitting appropriate evidence as required by Passport and any applicable card networks. Notwithstanding the foregoing, Passport retains full authority with respect to managing the chargeback process.

h. **Remittance:** As the Merchant of Record ("MOR"), Passport will remit to Customer from the preceding month within fifteen (15) days of the conclusion of the month, less all applicable fees.

CITATION MANAGEMENT PLATFORM

Services:

Passport will provide services and license all software, including all web and mobile applications and related documentation, necessary for Customer to operate the CMP, which allows Customer's parking enforcement officers in any or all parking facilities owned or managed by Customer the ability to issue parking citations that may be paid online through Passport's payment portal, as follows:

- a) Passport will provide an online payment portal through which parking violators may pay outstanding parking citations.

Equipment:

- a) Customer must purchase a sufficient number of Android-based handheld devices for each parking enforcement officer to have access to one device while conducting parking enforcement activities.
- b) Customer must maintain at its sole cost one (1) wireless data plan for each Android device.
- c) Customer must possess at least one (1) Bluetooth-enabled printer per Android device described above.
- d) If Customer chooses to purchase additional Bluetooth-enabled printers through Passport, the price will be quoted at the time of order.
- e) Customer shall be responsible for applying the necessary configurations to any Android-based handheld devices and any printers it purchases using specifications provided by Passport, provided, however, that Passport shall provide the initial configuration to any printers purchased through Passport
- f) In addition to the hardware unit costs, Customer will be responsible for paying all shipping costs and printer paper costs
- g) If Customer orders custom printer paper through Passport, Customer will be responsible for paying the costs of creating, printing, and shipping such custom paper plus a service fee to Passport; Passport is unable to provide estimated costs until specific details of Customer order have been confirmed due to the variable costs of Passport's third-party vendors.

SCHEDULE 2

Statement of Work

SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement is effective as of _____ (the “Effective Date”) and entered into by and between Passport Labs, Inc., a Delaware corporation (“Passport”), and City of Oxford OH (“Customer”). Passport and Customer are each a “Party” and collectively the “Parties.” Passport is in the business of providing, and Customer desires to obtain from Passport, certain parking- or transit-related software, hardware, and/or related services. This Agreement establishes the master terms and conditions that will apply to Customer’s purchase from Passport of the products and services under this Agreement and Passport’s delivery of the same to Customer. In consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the meaning set forth below (or as otherwise defined in the Agreement):

1.1. “Agreement” means this Software License and Service Agreement, the Product-Specific Terms, the Order Form(s), the Statement(s) of Work, and all other attachments, exhibits, and schedules hereto.

1.2. “Confidential Information” means all information of either Party (“Disclosing Party”) which is disclosed to the other Party (“Receiving Party”) pursuant or in relation to this Agreement (a) if in written form, that is marked “Confidential,” “Proprietary,” or with words of similar import; and (b) if in written form, but not marked “Confidential,” “Proprietary,” or with words of similar import, or if disclosed verbally that a reasonable person would regard such information as confidential under the circumstances of disclosure or in view of the nature of the information. Confidential Information includes, by way of illustration and not limitation, this Agreement, the Passport System and all components thereof, the Intellectual Property, and all non-public know-how, inventions, techniques, processes, algorithms, software programs, schematics, designs, contracts, customer lists, financial information, pricing information, marketing information, and product plans.

1.3. “Customer” is the entity specified in the preamble and includes any entity directly or indirectly controlling, controlled by, or under common control with Customer including, without limitation, any subsidiary, affiliate, or parent of Customer on the Effective Date of this Agreement.

1.4. “Documentation” means the technical documentation for the Passport System provided by Passport to Customer, including all updates and versions thereof, whether in the form of electronic or printed materials, magnetic media, or machine-readable format.

1.5. “End User” means any individual who uses any component of the Passport System to transact for any Product.

1.6. “Go-Live Date” means the date on which the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, is launched and begins to be utilized by Customer.

1.7. “Initial Term” means a period of thirty-six (36) months from the Go-Live Date, unless otherwise indicated in an Order Form.

1.8. “Intellectual Property” means all tangible and intangible property of Passport or its third-party vendors provided to Customer pursuant to this Agreement that is embodied in or used in connection with the Passport System, including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, and/or which is protected or is protectable under copyright, patent, trade secret, service mark, trademark, or other intellectual property laws and/or regulations.

1.9. “License Fees” means the fees owed to Passport in consideration of providing Customer the Passport System pursuant to this Agreement as memorialized in the Order Form or elsewhere in the Agreement.

1.10. “Licensed Hardware” means the Passport hardware and any Third Party Hardware as more particularly set forth in an Order Form.

1.11. “Licensed Software” means the Passport software and any Third Party Software as more particularly set forth in an Order Form.

1.12. “Order Form” means that certain form bearing the same caption on which the Products, Third Party Products, and any other software, hardware, products, or services ordered by Customer under this Agreement, among other things, are specified.

1.13. “Passport System” means collectively the Licensed Software, Licensed Hardware, Documentation, and any Third Party Products licensed or sold under this Agreement by Passport to Customer.

1.14. “Product” means any product offered by Passport, including a mobile payments for parking platform, a citation issuance and management platform, a digital permits platform, a mobile payments for transit platform, a micromobility management platform, and a unified platform for the management and distribution of parking rates and business rules, as well as any other product identified in an Order Form.

1.15. “Product-Specific Terms” means those separate legal terms appended to this Agreement that apply to each Product purchased by Customer under this Agreement.

1.16. “Renewal Term” means a period of twelve months following the Initial Term, unless otherwise indicated in an Order Form.

1.17. “Statement of Work” or “SOW” means a statement of work agreed upon by the parties with reference to each Product purchased under this Agreement and appended to this Agreement or to an Order Form. Any variation to a Statement of Work must be memorialized in a change order that is agreed upon and signed by the parties.

1.18. “Substantial Completion Date” means the date that Passport has completed configuring the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, to the specifications as set forth in the applicable SOW and is ready to be launched and utilized by Customer. Passport will notify Customer when it has achieved the Substantial Completion Date for each Product.

1.19. “Term” means the Initial Term and any Renewal Term(s).

1.20. “Third Party Hardware” means the hardware (and any related software embedded in or distributed with the hardware by the manufacturer of such hardware) manufactured by third parties and resold and/or sublicensed by Passport to Customer.

1.21. “Third Party Products” means Third Party Hardware and Third Party Software.

1.22. “Third Party Software” means all software owned by third parties, sublicensed by Passport to Customer and integrated into or interfaced by Passport into the Passport System.

2. SERVICES

2.1. Performance. Passport shall perform the services and deliver the software and products under this Agreement in a competent, professional, and workmanlike manner consistent with industry practices. Passport will maintain all permits, certificates and licenses required by applicable law and Passport’s employees performing the services will be qualified to perform the services and licensed as required. Passport will at all times during the Term be duly organized, validly existing and in good standing under the laws of the state of Delaware.

2.2. Order Forms. The Order Form shall set forth what Passport is to provide to Customer under this Agreement. To the extent Customer wishes to procure, and Passport wishes to provide, any additional products or services, the parties shall enter into one or more additional Order Forms as applicable that shall each form a part of and be subject to this Agreement.

2.3. Products. As of the Effective Date, Passport provides the Products (as defined above) in the marketplace (as well as related Third Party Products). Customer may request the addition of any Products and related services to the extent not provided by Passport to Customer as of the Effective Date and any additional software or platforms developed by Passport from and after the Effective Date, which shall be memorialized in a subsequent Order Form along with any additional terms (if applicable).

3. COMPLIANCE WITH LAW

3.1. In providing the services under this Agreement, Passport will comply at its sole cost and expense with all applicable federal, state, provincial, county, and municipal laws, statutes, rules, regulations and ordinances.

4. LICENSE; SERVICES

4.1. License Grant. Subject to the terms and conditions of this Agreement and all Third Party Software licenses, including, without limitation, the payment of all applicable License Fees, Passport hereby grants Customer a revocable, non-exclusive, nontransferable, non-subleaseable, and non-assignable license to use the Passport System during the Term for Customer's own internal operations in accordance with the terms of, and subject to the restrictions contained in, this Agreement.

4.2. License Restrictions. As a condition to the license set forth in Section 4.1, Customer shall not, directly, indirectly, alone, or with another person or entity (a) decompile, disassemble, interpret, reverse engineer, translate, or otherwise determine or attempt to determine any source code, algorithms, or underlying ideas of the Licensed Software or any portion thereof; (b) remove or modify any Passport or third-party markings, identification, copyright, or other notices from the Passport System; (c) sublicense, provide, lease, lend, pledge, use for timesharing or service bureau purposes, or allow others to use the Passport System to or for the benefit of third parties; (d) modify, change, incorporate into other software, create any databases other than as permitted herein, or create a derivative work of any part of the Licensed Software or Documentation; (e) disclose results of any performance information, analysis, or program benchmark tests without Passport's prior written consent; (f) make the Passport System, in whole or in part, available in any manner to any third party; (g) install or use the Passport System in any manner not in accordance with the license grant pursuant to Section 5.1; or (h) attempt to do any of the foregoing whether individually or with others.

4.3. No Other Licenses. Except as specifically granted in this Agreement, no license or other right is granted, either directly or indirectly, by implication or otherwise, to Customer, and all other rights are expressly reserved to Passport or its third-party vendors, as applicable.

5. THIRD PARTY PRODUCTS

5.1. The successful delivery of the Passport System may require that Customer use certain Third Party Products depending on Customer's operations, and, if so, Customer will be notified. Customer agrees to be bound to all licenses, obligations, restrictions, and limitations in connection with any Third Party Products. Excluding warranty of title to any Third Party Products, all other Third Party Product warranties, including, without limitation, warranties with respect to materials, workmanship, capability, and intellectual property rights are made by such manufacturers and not by Passport. Passport will use commercially reasonable efforts to pass through to Customer for Customer's benefit all end-user warranties that the Third Party Products vendor(s) provides directly to Passport. Customer will look solely to such vendors or manufacturers for all remedies under such warranties.

6. INTELLECTUAL PROPERTY

6.1. Ownership. Customer acknowledges and agrees that the Intellectual Property is exclusively owned by and reserved to Passport, or to Passport's Third Party Software or Third Party Hardware providers, as the case may be, and Passport or such Third Party Software or Third Party Hardware providers will retain all right, title, and interest in the Intellectual Property. Customer will neither acquire nor assert any ownership or other proprietary rights in the Intellectual Property or in any derivation, adaptation, or variation thereof (regardless of who creates the derivation, adaptation, or variation) except as otherwise explicitly set forth in this Agreement.

6.2. Feedback. Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Passport's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback (as defined below), without compensating or crediting Customer or the individual providing such Feedback, except to the limited extent that Section 21 (Confidentiality; Trade Secrets) governs Feedback that constitutes Customer's Confidential Information. Notwithstanding the provisions of Section 21 (Confidentiality; Trade Secrets), Customer may not designate Feedback as its Confidential Information to the extent that such Feedback relates to the Passport System. "Feedback" refers to any suggestion or idea for improving or otherwise modifying the Passport System.

7. **PRIVACY POLICY; TERMS OF USE**

7.1. End users' use of the Passport System shall at all times be governed by Passport's Privacy Policy, which can be viewed at <https://passportinc.com/privacy-policy/>, and Passport's Terms and Conditions, which can be viewed at <https://passportinc.com/terms-and-conditions/>. Passport's Privacy Policy and Terms and Conditions may be amended from time to time in Passport's sole discretion.

8. **SUPPORT SERVICES**

8.1. Customer Support. Passport will provide telephone and email support to Customer's staff Monday through Friday between 8:00 a.m. to 7:00 p.m. ET to address technical support issues. Passport will provide 24/7 after-hours telephone support. Passport can be contacted for support issues at:

- ☐ 980-939-0990 or via email at help@passportinc.com (Monday-Friday 8AM-7PM ET)
- ☐ 866.815.3043 or help247@passportinc.com (after-hours support)

8.2. End User Support. Customer shall provide initial support, including inquiries via telephone and email, for End Users. If Customer is unable to address End User inquiries, Customer may direct End Users to Passport's End User support team, which is available Monday through Saturday between the hours of 8:00 a.m. to 9:00 p.m. ET at 704-817-2500 or via email at support@passportinc.com. Customer should not display Passport's support phone numbers (or other direct contact information for Passport) on any marketing or signage visible by End User.

9. **PRODUCT UPDATES**

9.1. Updates. To the extent that Passport releases any system-wide improvements, modifications, updates, or enhanced versions of the Licensed Software during the Term, the improvements, modifications, updates, or enhanced versions will, when available, be provided to Customer at no charge and will automatically be subject to the terms of this Agreement.

9.2. New Features. Customer may request new features or functionality to be built into the Passport System, and, to the extent that Passport plans in its sole discretion to incorporate such requested new features or functionality into the Passport System, Passport will develop such features and functionality at no cost to Customer pursuant to Passport's development timeline. If Customer desires to expedite such development, Passport may, in its sole discretion, charge Customer an expedite fee to develop the requested features or functionality, provided, however, that Passport shall first notify Customer of the expedite fee and receive written approval from Customer to proceed. If Customer's requested features or functionality are created for Customer's use and Passport does not plan to incorporate such requested features into the Passport System, Passport may, in its sole discretion, charge Customer a custom development fee for the development of such features or functionality, provided again, however, that Passport shall first notify Customer of the custom development fee and receive written approval from Customer to proceed.

10. **UPTIME**

10.1. Passport will provide the Passport System with Uptime (as defined below) of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which the Passport System uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated

on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such month. For example, if Uptime falls to ninety-five percent (95.0%) during a given month and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit of four dollars (\$4.00). Uptime is defined as any period of time during which end users of the Passport System can use the Passport System, excluding any scheduled maintenance performed by Passport after hours or unavailability or impaired functionality of the Passport System due to causes outside of Passport's reasonable control (e.g., disruptions caused by Passport's hosting or payment processing partners).

11. FEES; PAYMENT

11.1. License Fees. In consideration for the licenses granted to Customer under this Agreement, Customer shall pay to Passport the License Fees.

11.2. Annual License Fees. For License Fees that are payable on an annual basis, as indicated in an Order Form, License Fees for the first year of the Term are due and payable upon the Effective Date and, thereafter, on the anniversary of the Effective Date for the duration of the Term.

11.3. Third Party Products Fees. Customer shall pay Passport all fees related to Third Party Products supplied to Customer under this Agreement as set forth in an Order Form (collectively, the "Third Party Product Fees"), if applicable. Fees for Third Party Products provided through Passport from and after the Effective Date may be subject to change based on the then-prevailing market rates of any Third Party Product provider for such products.

11.4. Implementation or Monthly Minimum Fees. Customer shall pay Passport the implementation fees or monthly minimum fees, if any, as set forth in an Order Form.

11.5. Fee Assumptions. Passport's License Fees, gateway services fees, and merchant services provider fees as set forth in this Agreement as of the Effective Date are conditioned upon certain underlying information pertaining to Customer's operations provided to Passport by Customer relating to transaction volume (e.g., number of mobile pay transactions, number of citations written, or number of parking permits purchased), transaction rates (e.g., hourly parking rates, citation rates, and permits rates), and average dollar amount of transactions as of the Effective Date, as well as card network fees in effect as of the Effective Date. To the extent there are non-trivial changes in any of the foregoing from and after the Effective Date, the License Fees, gateway services fees, and/or merchant services provider fees are subject to change to maintain, as closely as possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees in effect as of the Effective Date. Passport and Customer shall negotiate in good faith with respect to the same, provided, however, that Passport shall not be obligated to continue providing the Passport System if the Parties are unable to reach agreement on a revised fee structure.

11.6. Expenses. Customer shall reimburse Passport for any travel, lodging, and meal expenses incurred in connection with Passport's performance under this Agreement, which shall be invoiced as incurred.

11.7. Payment Terms. Unless otherwise indicated in an Order Form, all payments due to Passport hereunder are due and payable within thirty (30) days after the date of the invoice. Any amounts not timely paid shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date or, if lower, the maximum rate permissible by law. If Customer fails to remit payment when due, Passport will have, in its sole discretion, the right to immediately suspend or terminate Customer's access to the Passport System in accordance with Section 17.2.1 and/or withhold funds in Passport's possession that would otherwise be remitted to Customer, in addition to any other remedies available to Passport under this Agreement or under law. Unless otherwise specified in an Order Form, all amounts payable to Passport hereunder are payable in full in United States Dollars without deduction or set off and shall be in addition to all tax obligations of Customer. If a currency other than the U.S. Dollar is specified in the Order Form, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the remittance of payment is made or pursuant to a suitable commercially available service to the extent utilized by Passport in its sole discretion. If Customer requires remittance of funds by check or custom invoicing inconsistent with Passport's standard format, Passport reserves the right to assess reasonable additional fees that shall be communicated and agreed upon with Customer in advance.

12. CUSTOMER OBLIGATIONS.

In addition to the payment of fees as set forth above any other obligations of Customer set forth in this Agreement, Customer shall also be subject to the following covenants:

12.1. Customer shall use Passport as Customer's sole provider for the Products and services procured by Customer under this Agreement and any substantially similar products or services provided by other vendors that are capable of being provided by Passport.

12.2. Passport's pricing is conditioned on Customer's continuous use of the Passport System throughout the Term consistent with historical use of the Passport System or any predecessor system. Customer covenants that it will not, during the Term, take any action that would materially diminish or cease the use of the Passport System, except in the case of a termination pursuant to Section 17.2.

12.3. From and after the Effective Date, Customer shall cooperate reasonably and promptly with Passport, and devote sufficient personnel and resources, to support the configuration and implementation of the Passport System through and including the Substantial Completion Date and Go-Live Date, and thereafter as reasonably necessary to continue the ongoing operations and maintenance of the Passport System on behalf of Customer.

13. PAYMENT GATEWAY PROVIDER

13.1. Passport is a payment gateway provider and shall provide payment gateway services to Customer in connection with the Products delivered under the Passport System at the rates indicated in the Order Form.

14. MERCHANT SERVICES PROVIDER

14.1. Passport Labs, Inc. is a full-service Merchant Services Provider, meaning a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions. Passport maintains itself as the merchant of record and Merchant Services Provider in connection with the provision of the Passport system. Customer will be responsible for paying all transaction and processing fees as defined in the fee schedule. Passport may change or add fees and/or charges following a major network update that significantly impacts the merchant costs assumed by Passport and will communicate applicable updates through Passport's Service Delivery Process. Upon notice of changes, such fees and/or charges shall be immediately payable by Customer when assessed by Passport. Should additional fees or charges be deemed commercially unreasonable, Customer has the option to terminate this Agreement within fifteen (15) days of notice of change in fees by providing written notice to Passport.

15. TAXES

15.1. To the extent applicable, Customer agrees to pay all taxes levied by a duly constituted taxing authority against or upon the products and services provided pursuant to this Agreement, or arising out of this Agreement (excluding, however, taxes based on Passport's income) regardless of whether such taxes become due or payable at the time of delivery or use of the Passport System or subsequent thereto. Customer agrees to pay any tax for which it is responsible hereunder which may be levied on or assessed against Customer directly, and, if any such tax is paid by Passport, to reimburse Passport therefore, upon receipt of proof of payment by Passport. Customer agrees to indemnify, defend, and hold Passport harmless with respect to all taxes or duties which any federal, state, or local taxing authority requires Passport to pay on behalf of Customer.

16. SHIPMENT AND DELIVERY

16.1. If any Third Party Products are purchased by Customer under this Agreement, Passport will deliver the same FOB shipping point for delivery to the installation site designated by Customer. Customer agrees to pay all reasonable delivery charges for the Third Party Products. Delivery schedules may not be canceled, postponed, or changed without Passport's prior written consent. Unless otherwise expressly stated, shipments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to timely pay Passport any

monies due or owing Passport shall excuse Passport from making further deliveries, in addition to any other remedies to which Passport is entitled under this Agreement. Title to and risk of loss in the Third Party Products shall pass to Customer when the delivery carrier takes possession of the Third Party Products.

17. TERM AND TERMINATION

17.1. Term. This Agreement is effective as of the Effective Date and shall remain effective for as long as there is an active Order Form, unless sooner terminated pursuant to Section 17.2 below. Upon expiration of the Initial Term of an Order Form, the Order Form shall automatically renew for successive Renewal Terms on the same terms and conditions, unless either Party notifies the other in writing not less than ninety (90) calendar days prior to the expiration date of the Initial Term or the applicable Renewal Term of its intent not to renew.

17.2. Termination. The following termination rights are in addition to any rights provided elsewhere in this Agreement and are without prejudice to any other right or remedy available to Passport or Customer at law or in equity:

17.2.1. Passport may terminate this Agreement and all licenses granted hereunder upon notice to Customer in the event that Customer fails to make full payment when due of any amount required to be paid by Customer under this Agreement within ten (10) calendar days of Passport's written notice of such failure to pay.

17.2.2. This Agreement may be terminated by either Party upon thirty (30) calendar days' prior written notice to the other Party in the event of a material breach of a material provision of this Agreement, provided, however, that the termination shall not be effective if, during the thirty (30) day notice period, or such other cure period as mutually agreed upon by the Parties, the breaching Party cures the breach.

17.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, (a) any licenses granted to Customer and all rights of Customer in and to the Passport System will immediately terminate; (b) Customer shall immediately cease using the Passport System; (c) Customer shall return to Passport any Licensed Hardware which Customer has not obtained title to as of such expiration or termination, and (d) all monies paid or due or owing to Passport by Customer up to such cancellation, completion, expiration, or termination shall be deemed non-refundable. Customer shall make payment on Passport's final invoice as set forth in Section 11.7. Passport will provide commercially reasonable assistance to Customer to enable the transition of the services to a successor vendor, if requested by Customer, provided first, however, that Customer has remitted to Passport all outstanding balances.

18. WARRANTIES.

18.1. Passport Warranties.

18.1.1. Passport warrants that it has full power and authority to license the Passport System to Customer as provided herein without the consent of any other person, or, in the event such consent is required, Passport has obtained said consent.

18.1.2. Passport warrants that the unmodified Passport System will operate in accordance with its specifications. Under this warranty, Passport will correct any errors in the unmodified Passport System at no extra charge to Customer. The foregoing warranty shall not apply to Third Party Products.

18.1.3. Passport further represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Passport, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Passport, and (d) the person signing this Agreement on behalf of Passport is authorized to bind Passport to this Agreement.

18.2. Customer Warranties.

Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Customer, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Customer, and (d) the person signing this Agreement on behalf of Customer is authorized to bind Customer to this Agreement.

19. DISCLAIMERS

19.1. GENERAL. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, PASSPORT EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. PASSPORT DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS THAT THE PASSPORT SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PASSPORT SYSTEM AND/OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT EVERY DEFECT IN THE PASSPORT SYSTEM WILL BE CORRECTED. THE PASSPORT SYSTEM IS EXPRESSLY PROVIDED "AS IS."

19.2. THIRD PARTY SOFTWARE AND THIRD PARTY HARDWARE DISCLAIMER. PASSPORT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE THIRD PARTY SOFTWARE AND AS TO THE THIRD PARTY HARDWARE INCLUDING, WITHOUT LIMITATION, AS TO QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE ARE HEREBY EXPRESSLY DISCLAIMED. THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE PROVIDED UNDER THIS AGREEMENT ARE EXPRESSLY PROVIDED "AS IS."

19.3. EXCLUSIONS. Notwithstanding any other provisions of this Agreement to the contrary, the limited warranties provided in this Agreement shall not apply to nonconformities, errors, or defects of any goods or services provided by Passport pursuant to this Agreement or any amendments thereto due to any of the following: (a) Customer misuse of the Passport System; (b) Customer modification of the Licensed Software; (c) Customer failure to utilize compatible computer and networking hardware and software or to install updated or enhanced versions of the Licensed Software provided by Passport; or (d) interaction with software or hardware not provided by Passport.

20. LIMITATION OF LIABILITY

20.1. IN NO EVENT SHALL PASSPORT'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT OF ALL FEES ACTUALLY PAID BY CUSTOMER TO PASSPORT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD ENDING ON THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (A) TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; OR (B) IN THE EVENT OF A BREACH OF THE PARTIES' CONFIDENTIALITY OBLIGATIONS CONTAINED IN THIS AGREEMENT.

20.2. PASSPORT AND CUSTOMER EACH ACKNOWLEDGE THAT THE PROVISIONS OF THIS AGREEMENT WERE NEGOTIATED TO REFLECT AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THEM OF ALL RISKS (BOTH KNOWN AND UNKNOWN) ASSOCIATED WITH THE TRANSACTIONS CONTEMPLATED HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL BE ENFORCEABLE INDEPENDENT OF AND SEVERABLE FROM ANY OTHER PROVISION OF THIS AGREEMENT.

21. CONFIDENTIALITY; TRADE SECRETS.

21.1. Obligations. Each Party will maintain in strict confidence all Confidential Information of the Disclosing Party. The Receiving Party will not disclose or grant use of the Disclosing Party's Confidential Information to any third party except to the Receiving Party's employees and other representatives who have a need to know such Confidential Information or as expressly authorized by the Disclosing Party in writing. The Receiving Party will not use the Disclosing Party's Confidential Information except as authorized by this Agreement. The Receiving Party will use at least the same standard of care to protect the Confidential Information of the Disclosing Party as it uses to protect its own confidential information of a similar nature, but in no event with less than reasonable care. The Receiving Party will cause each employee or other representative to whom the Receiving Party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Unless otherwise set forth herein, upon the expiration or termination of this Agreement for any reason, or upon the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party (or, at the Receiving Party's option, destroy) all of the Disclosing Party's Confidential Information and shall promptly certify in writing that it has done so; provided, however, that the Receiving Party shall not be obligated to return or destroy any Confidential Information stored in archival or back-up files for which return or destruction is not reasonably practicable or any Confidential Information that must be retained for as long as necessary for purposes of audit, compliance, dispute resolution, or record retention pursuant to this Agreement.

21.2. Exceptions. The foregoing obligations of confidentiality shall not apply to any information that the Receiving Party can show is or was: (a) already known to the Receiving Party at the time of disclosure without obligation of confidentiality; (b) independently developed by the Receiving Party without use of or access to the Confidential Information of the Disclosing Party; (c) approved for disclosure by the Disclosing Party beforehand and in writing; (d) in the public domain without breach of this Agreement; or (e) lawfully received by the Receiving Party from a third party without obligation of confidentiality.

21.3. Permitted Disclosures. Nothing in this Section shall be construed to prohibit either Party from disclosing the Confidential Information of the other Party to the extent that such disclosure is required by applicable law or order of a court or other governmental agency, including pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Customer; provided, however, that the Receiving Party shall promptly notify the Disclosing Party in writing of such requirement and shall cooperate with the Disclosing Party to minimize the scope of any such disclosure and to obtain a protective or similar order.

21.4. Trade Secrets. Customer hereby acknowledges that the Passport System and its components, whether provided by Passport or its third-party vendors or licensors, constitute trade secrets of Passport and/or its third party-vendors or licensors, and as such are protected by civil and criminal law, are very valuable to Passport and/or its third-party vendors or licensors, and that their use must be carefully and continuously controlled. Customer agrees to notify Passport immediately of the unauthorized possession, use, or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use, or knowledge. Customer will promptly furnish Passport full details of such possession, use, or knowledge and will cooperate fully with Passport in any litigation against third parties reasonably deemed necessary by Passport to protect its proprietary rights.

21.5. No Adequate Remedy. In the event of a breach of this Section 21, the parties agree that the Disclosing Party may not have an adequate remedy at law, in money, or damages and, accordingly, shall be entitled to seek an injunction against such breach without posting a bond, in addition to any other remedies at law or in equity.

22. DATA RIGHTS.

This Section shall govern the rights of Passport and Customer, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Customer the rights in such data as stated in this Section. Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://www.passportinc.com/privacy-policy>.

22.1. Operational Data. Operational Data is data specific to Customer's operation that is provided by Customer to Passport to be used in the configuration and provision of the Passport System for Customer's use. Operational Data is specific to Customer's operation, which is not available to Passport publicly or by other means. Operational Data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, business rules, parking and other inventory and assets, and relevant details of partner agreements. In each case, Operational Data may refer to past, present, or future states of such items. Operational Data is the sole and exclusive property of Customer. Customer grants Passport a perpetual, irrevocable, royalty-free, and non-exclusive license to Operational Data.

22.2. PCI-DSS Information. Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("PCI-DSS"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data. Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. In providing the services under this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification and secure PCI-DSS Information in accordance with PCI-DSS. As such, Passport may not grant Customer derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Customer.

22.3. Personal Identifiable Information. Personal identifiable information ("PII") is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals.

22.4. Activity Data. Activity Data is any data generated in the providing of services under this Agreement by Passport to Customer and by end users' interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity Data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity Data is also Activity Data. Activity Data is the sole and exclusive property of Passport. Passport grants Customer an irrevocable, royalty-free, non-exclusive, non-assignable, and nontransferable license to Activity Data for the Term to the extent and in the format that Passport chooses in its sole discretion to expose such Activity Data through its administrative portal or as otherwise agreed upon with Customer and only for Customer's internal use in connection with the services provided under this agreement.

23. PUBLICITY; USE OF NAMES AND MARKS.

Subject to the provisions of Section 21 (Confidentiality; Trade Secrets), the parties will have the right to publicly disclose that Passport is Customer's provider of the Passport System as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity. Passport may use the name or marks of Customer, or reference the fact that Customer is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

24. DISPUTE RESOLUTION

24.1. Negotiation. If a dispute arises between or among Passport and Customer arising out of or concerning the meaning or interpretation of this Agreement or the terms or performance of this Agreement (collectively, a "Dispute"), Passport and Customer shall first attempt to settle such Dispute through good faith discussions and negotiations among principals of each Party authorized to bind each Party.

24.2. Venue; Jurisdiction. Any action or proceeding directly or indirectly arising out of a dispute will be settled exclusively in Mecklenburg County in the state of North Carolina and the parties expressly submit to and consent that the courts and authorities of the state of North Carolina will have exclusive jurisdiction over any such litigation. The parties hereby consent to service, jurisdiction, and venue of such courts for any litigation.

24.3. Governing Law. This Agreement, and any Disputes arising hereunder, shall be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the State of North Carolina, excluding its conflict of laws rules.

25. GENERAL PROVISIONS.

25.1. Complete Agreement. This Agreement is intended as the complete, final, and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, between them relating to the subject matter hereof. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties. Each Party expressly acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either Party to the other except as expressly set forth in this Agreement.

25.2. No Waiver. Failure by either Party to insist upon or enforce strict performance of any provision of this Agreement or to exercise any rights or remedies under this Agreement will not be construed or deemed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same will be and will remain in full force and effect. Any waiver by either Party of its rights under this Agreement must be in writing and signed by a duly authorized representative of the waiving Party.

25.3. Assignment. This Agreement and all of its provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees. Neither Passport nor Customer may assign any rights, interests, or obligations hereunder without prior written consent of the other Party, provided, however, that Passport may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this agreement. Any purported assignment in violation of this section shall be void and of no effect.

25.4. Construction. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance. No rule of law that requires that any part of the Agreement be construed against the Party drafting the language will be used in interpreting this Agreement.

25.5. Severability. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, (a) the Parties shall amend the pertinent provision(s) to reflect as nearly as possible the original intentions of the Parties, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

25.6. Relationship of Parties. The Parties expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Further, neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.

25.7. No Third Party Beneficiaries. This Agreement is made for the benefit of Passport and Customer and not for the benefit of any third parties.

25.8. Notices. All notices or other communications required or permitted to be made or given hereunder by one Party to the other Party shall be in writing and shall be deemed to have been given: (a) when hand delivered; (b) on the third (3rd) business day after the day of deposit in the United States mail when sent by certified mail, postage prepaid and return receipt requested; or (c) on the next business day after the day of deposit with reputable overnight delivery service. Such notices shall be sent to the address set forth below, or at such other addresses as may hereafter be furnished in writing by either Party to the other Party specifically as the Party's replacement address for notice under this Agreement.

If to Passport:	If to Customer:
Passport Labs, Inc. 128 S. Tryon St., Suite 1000 Charlotte, NC 28202 Fax: (888) 804-1783 sales@passportinc.com Attn: CRO With a hard copy to General Counsel and by email to legal@passportinc.com	City of Oxford OH 15 South College Avenue Oxford, Ohio 45056 lfening@cityofoxford.org Attn: Lt. Lara Fening

25.9. Force Majeure. If the performance of this Agreement or of any obligation hereunder is interfered with by reason of any circumstances beyond the reasonable control of the Party affected, including, by way of illustration and not limitation, fire, explosion, power failure, acts of God, war, revolution, epidemic, pandemic, or other public health concern, civil commotion, acts of public enemies, cybersecurity incident, any law, order, regulation, ordinance, executive order, or requirement of any government or legal body, delays or omissions attributable to third-party vendors, suppliers, or integration partners, or labor unrest, including, without limitation, strikes, slowdowns, picketing, or boycotts, then the Party affected shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations are contingent on the performance so interfered with); provided that the Party so affected shall use reasonable efforts to remove such causes of nonperformance.

25.10. Survival of Obligations. All rights and obligations of the parties under this Agreement, including, without limitation, those contained in the confidentiality provisions herein, which by their nature would continue beyond the termination or expiration of this Agreement, shall survive termination or expiration of this Agreement and shall remain in full force and effect between the parties.

25.11. Counterparts. This Agreement may be executed in several counterparts, each of which when executed and delivered shall be deemed an original and each of which alone and all of which together shall constitute one and the same instrument. Facsimile signatures (or signatures in a .pdf or similar copy of the original) or electronic signatures shall be treated as original signatures for the purpose of enforcing this Agreement. Any signature delivered by a Party by facsimile transmission or electronic delivery shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Party hereto, intending to be legally bound hereby, has caused its duly authorized representative to execute this Agreement and bind such Party effective as of the Effective Date.

City of Oxford OH		Passport Labs, Inc.	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Statement of Work

City of Oxford, OH

April 2nd, 2024



[Disclaimer](#)

[Project Overview](#)

[Statement of Work](#)

[Configurations](#)

[Payment Gateway and Merchant Solutions](#)

[Passport Payments](#)

[Tokenization, Authorization, and Capture](#)

[Settlement](#)

[Remittance](#)

[Reporting & Reconciliation](#)

[Dispute Management](#)

[Passport Parking](#)

[Passport Parking Functionality](#)

[Merchant Validations](#)

[Back-Office Portal](#)

[Passport Parking Signage and Decals](#)

[Public Education and Marketing](#)

[System Training](#)

[Citation Management Product](#)

[Passport Portal](#)

[OpsMan Mobile Monitoring and Issuance Application](#)

[Citation Lifecycle](#)

[Citation Payment and Appeals Portal](#)

[Payments](#)

[Appeals](#)

[Citation Types and Escalation Procedure](#)

[Automatic Physical Notice Letter Sending](#)

[Scofflaw List Management and Notifications and Boot/Tow Procedures](#)

[Registered Owner Information Lookup](#)

[Handheld Enforcement Hardware](#)

[Monitoring and Issuance Devices](#)

[Handheld Devices](#)

[Issuance Printers](#)

[Custom Citation Issuance Paper](#)

[Digital Permits Product](#)

[Passport Portal](#)

[Manage Permits](#)

[Issue Permits](#)

[Approval Queue](#)

[Reporting](#)

[End-User Customer Portal](#)

[Branding](#)

[Dashboard](#)

[Application Workflow](#)

[Manage Permit](#)

[Manage Account](#)

[Custom Configurations and Integrations](#)

[Genetec LPR Integration](#)

[IPS Parking Meter Integration](#)

[Passport Whitelist Vehicle Monitoring](#)

[ParkMobile Mobile Payment Integration](#)

[Collections Integration: Credit Collection Services](#)

[Administrative Citations](#)

[Assumptions & Notes](#)

[Project Change Control](#)

Disclaimer

This Statement of Work contains information that is proprietary and confidential to Passport Labs, Inc. ("Passport") and shall not be disclosed or used for any purpose other than the purposes described herein. Any other disclosure or use of this document, in whole or in part, without the permission of Passport is prohibited.

Project Overview

Passport will continue to provide the **City of Oxford, OH** ("Client") with its Citation Management Product and Digital Permit Products as part of this agreement renewal.

In addition, Passport will provide Passport Parking mobile payment application as well as Passport Payments for Passport Mobile Payments to provide the Client a fully integrated payment processing solution supporting all major card networks and reconciled settlements into the Client's bank account.

During this project, Passport will perform architecture, design, implementation, and information transfer services for the project.

Statement of Work

Configurations

Payment Gateway and Merchant Solutions

Passport will continue to utilize its existing Authorize.net gateway integration, configured specifically with the Client's Authorize.net merchant processing credentials, to set up the Client's card processing service for citation and digital permit payments. The funds will flow through to the Client's merchant account on a daily basis. The Client is responsible for paying all card processing fees to support the service.

Passport will continue to invoice the Client shortly after the close of the preceding month for the fees due to Passport (DMV Lookup Fees).

In addition to this renewal, Passport will provide Gateway and Merchant Processing services for Passport Mobile Payments directly to the Client, eliminating the need for an external provider. Passport will act as the Merchant of Record for transaction processing. All transactions will be processed via Passport's Gateway and Merchant Processing services. Passport will enable the following card types to be used by all integrated applications:

- Visa
- Mastercard
- Discover
- American Express

The Client will be responsible for paying all gateway and merchant processing fees, as outlined in the contract.

Passport Payments

Passport Payments is an extension of Passport's Operating System and contains the following components:

Tokenization, Authorization, and Capture

The Gateway's function is to tokenize the cardholder's information for secure processing and storage on the Passport Platform. The Gateway will also authorize the card with the card brands to ensure it can be used for payment. Once authorized, the gateway will assign a transaction ID and the transaction is immediately pushed to capture. At the Gateway cutoff time, all transactions that have been captured are submitted for settlement by the processor.

Settlement

Settlement is the process of moving funds from the end user's card issuing bank account to the merchant's account. Settlement takes 2-3 business days to complete.

Remittance

Funds from Passport Parking mobile payment transactions, netting out Passport's transaction fees as well as the gateway and merchant processing fees, will be remitted to the Client on a monthly basis. The Client will provide Passport with remittance account information.

Reporting & Reconciliation

Passport's powerful back-office system merges source settlement data pulled in from the Passport payment platform with session activity from the mobility platform. The output is a robust set of Financial and Management reports that streamlines reconciliation, revenue recognition, and dispute management activities. Back-office reporting capabilities include:

- Settlement Period Summary
- Transaction Reporting by Settlement Schedule
- Dispute Reporting

Dispute Management

Disputes are initiated by the cardholder or financial institution with a Card Network. They occur when a cardholder or financial institution disputes a purchase made on their card or when proper acceptance and authorization were not obtained. Once the dispute is accepted by the Card Network, it becomes a Chargeback.

The Client can access reporting on Chargebacks as they are received from the Card Networks in the back-office, and will be notified of new chargebacks via email to specified accounts. The Client may choose to respond to Chargebacks with compelling evidence to try to get the Chargeback reversed. Compelling evidence can be submitted to payments@passportinc.com within 7 calendar days of the "Processed Date" shown in the back-office to have this case considered for reversal. All final decisions are made by the Card Networks, and Passport reserves the right to decide if the evidence is sufficient for consideration by the card networks.

Passport also offers Chargeback Management Automation tools that Clients may choose to leverage.

Passport Parking

Passport Parking Functionality

Passport will deliver its Passport Parking mobile parking applications to the Client. Passport Parking consists of native mobile applications built for Google Android and Apple iOS smartphones. Passport Parking is supported on the latest industry-recommended operating system versions.

Passport Parking includes the following functionality:

- Create a user account
 - Phone number, email address, name
- Add and delete Vehicles (LPN)
- Create and pay for parking sessions
 - Extend parking remotely
 - Receive session expiration alerts and notifications
 - Parking session reminder alerts are sent when the time remaining on the session drops below 10 minutes
 - Complete payment via major card networks credit and debit cards
- View parking history and email receipts
- Mobile-optimized website (mobile pay web or “MPW”) to facilitate parking sessions via a mobile browser or desktop

Merchant Validations

The Client and its local commerce partners may continue to use Passport’s merchant validation program to subsidize the cost of business patron parking fees.

Merchant validation capabilities include:

- Validation type and amount configuration
- One-time use validations
- Multi-use validations

Back-Office Portal

Passport will deliver its back-office administration and data insights portal that will allow the Client to make financial and operational decisions.

Back-office portal capabilities include:

- Secured Access with user specific login credentials and custom privileges per user
 - There is not a cap on the number of users that can be setup
- Streamlined user interface
- Robust Reporting
- Real-time analytics of existing sessions

- Zone management

Passport Parking Signage and Decals

Passport recommends the following for metered areas:

Signage

- 1 sign per 10 spaces for parking lot/garage environments
- 1 sign per 5 spaces for on-street parking environments

Decals

- 1 decal per single space meter
- 3 decals for each multispace meter
 - 1 decal on each side of the meter
 - 1 decal on the payment side of the meter.

Passport recommends the following for non-metered, mobile payment only areas:

- 1 sign per 5 spaces for parking lot/garage environments
- 1 sign per 3 spaces for on-street parking environments

The recommended minimum amount of signage and decals above will be provided by Passport at no charge at launch; any additional or replacement signs or decals will be at the Client's cost. The Client is solely responsible for installation. Signage and decal installation must be completed by the Client by the date of the announcement of the launch. No credit will be issued for unused signs or decals.

The Client understands that sufficient and adequate signage and decals are a core assumption to the performance of the service, and should the quality or coverage of such signage and decals degrade, the Client is responsible for notifying Passport so that this can be resolved; any additional or replacement signs or decals will be at the Client's cost.

Signage materials are as follows:

The Passport parking signs are KomaAlu with Avery Cast Laminate with UV Protection and 6-year outdoor durability. The Passport parking decals are Avery Cast Laminate with UV

protection, permanent adhesive vinyl for outdoor use with 6-year outdoor durability. Any extra costs incurred due to changes in signage material will be covered by the Client.

Passport has developed Passport Parking signage and decal design templates, which are tested regularly to optimize program performance. Any signage produced by Passport must adhere to Passport's sign design methodology and cannot be modified without written approval from an authorized representative of Passport. A logo of the Client's brand can be included on signage as long as such is provided to Passport with proper authorization in advance of production of signage.

It takes one to two weeks to design signs and decals and up to an additional three to four weeks for the signs and decals to be printed and shipped, assuming timely review and approval by the Client.

The Client may purchase additional signs and decals from Passport.

Where signage or decals are provided to the Client at a discount to its actual production and ongoing maintenance cost, any customization that the client requests will be chargeable at a rate of \$175/hour and such customizations are subject to approval by an authorized representative of Passport.

The Client's Passport Lifecycle Marketing Manager will work closely with the Client to design the signage and decals files. A first round of the design files will be provided by Passport to the Client for the Client's review and feedback. The Client's Passport Lifecycle Marketing Manager will provide suggestions and best practices for quantity and placement of signs and decals throughout the Client. After that meeting, the Client's Passport Lifecycle Marketing Manager will consult with the Client to understand its needs and wants for the new signage.

Public Education and Marketing

In addition to signage and decals, Passport will provide the Client with the following items to support marketing and public education initiatives of the Passport Parking application:

- Signage and Decals
 - Best Practice Guide
- Public Relations
 - Press Release (posted on website and social media)
 - Press Kit
- Print Marketing

- Design File for How to Flier (3"x5")
 - Design File for Benefit Poster (8.5"x11")
- Digital Marketing
 - Client Website Content & Consultation
 - Website & Social Media Banners
 - Standard How-to Video
- Ongoing Support
 - Dedicated Client Lifecycle Marketing Manager

System Training

Once a majority of the project milestones have been completed and the target launch date is confirmed, Passport will work with the Client to set-up the remote web-based training plan. Passport will assist the Client with determining who should be involved in the training sessions and when they should occur from a scheduling perspective around the target go-live date.

Passport will host a 1-hour training session with any Client employees who will interact with the new Passport Parking system. Passport recommends that all parking staff, anyone responsible for the adjudication of parking citations, Client accountants, and enforcement managers be present for training. Passport will work with the Client if additional training sessions are required.

All training is done via a "Train the Trainer" method, equipping each person present with the tools and knowledge to train their teams now and in the future.

Citation Management Product

Passport Portal

Passport will continue to provide the Client with direct access to the Passport Portal back-office system portal, which will enable daily operations management of reporting, citation management, payment tracking, and auditing data.

Client Portal includes the following Citation Management Product functionality:

- Fully hosted by Passport cloud services.
- Secured Access with user specific login credentials and custom privileges per user.
 - There is not a cap on the number of users that can be setup.
- Real-time aggregator of citation data from Passport's Android issuance application, OpsMan Mobile
- Voids

- Refunds / Reversals
- Escalation Schedule Resets
- On-Demand Letter Generation for staff use
- Officer activity logging
- Supports and provides maintenance/edits for the following data upon proper user permissions being set:
 - Violation Date
 - Violation Time
 - Violation Type
 - Zone / Location
 - Space Number
 - License Plate Number
 - Vehicle Identification Number
 - License Plate State
 - License Plate Type
 - Vehicle Type
 - Vehicle Color
 - Vehicle Make
 - Vehicle Model
 - Violator First Name
 - Violator Last Name
 - Violator Birthday
 - Violator Email Address
 - Violator Address
 - Custom Fields that are set up specifically for the Client
 - Violation Amount Due
 - Violation Escalation Schedule Start Date
- Access to on-demand Reporting tools, including:
 - Violation Summary Report (by Officer, Area, Location)
 - Violation Detail Print-Out (with photo images)
 - Voided Reason Report
 - Officer Activity Log
 - Officer Productivity
 - Violation Print-Out Report
 - Hot List (boot and tow eligible) of Vehicles
 - Disposition Code Report
 - Citation Audit Trail
 - Open Appeals Report

- Appeal Disposition Summary Report
- Closed Appeal report
- Online user knowledge base
- Manual citation entry for handwritten violations by Client staff
- Manual appeal recording by Client staff
- Audit Trail for citation processing and specific activities
- Scofflaw listing generation for delivery to the OpsMan Mobile issuance application
- In-office Payment Acceptance
 - Passport does not accept in-person credit card payments
 - All in-person credit card payments need to be done online through the portal or manually logged in Passport Portal after being processed through an external system
 - Passport will not integrate with a cash draw or check reader
 - Any cash payments will need to be manually logged in Passport Portal after being processed through an external system
 - Any check payments will need to be manually logged in Passport Portal after being processed through an external system

The Client understands that they will be migrated from their current back-office, OpsmanWeb, to Passport Portal.

OpsMan Mobile Monitoring and Issuance Application

Passport will continue to provide the monitoring and issuance application, OpsMan Mobile, to the Client to be used in conjunction with the monitoring and issuance devices the Client secures. Passport's OpsMan Mobile is an Android application that provides the following functionality:

- Secured permission-based access for application functionality.
- Seamless workflow for entering the required key data for each citation.
- Real-time citation issuance and back-office system upload for all violations
- Real-time warning issuance and back-office system upload for all warnings
- Real-time scofflaw indication notifications
- Real-time permit indication notifications
- Historical LPN violation issuance history notifications
- Offline citation and warning issuance with automatic data upload upon reconnection
- Time limit marking (electronic chalking)
 - One vehicle tire stem marking functionality
 - Capability to print chalking marks on overtime violations. Stem value positioning marks are not able to be printed on the citation

- Parking enforcement officer notes with the ability to print or not print the notes on the citations. Regardless of printing, all notes are available in the backend system, Operator Management
- Citation reprints
- Real-time citation voiding capabilities
- Last second citation data input verification
- Last second payment verification before issuance
- Barcode printing
- Violation cost increases for late penalties based on a set schedule
- Color photographs that are electronically attached to each violation

Citation Lifecycle

After a citation has been issued, the citation can be either paid or appealed before the citation begins to escalate in price after a certain number of calendar days of no action from the violator. Please see below for a dedicated overview of each of these scenarios.

Citation Payment and Appeals Portal

Passport will continue to provide the <https://cityofoxford.rmcpay.com/> web portal for violators to make payment on and/or appeal their citation(s). The web portal will be visually configured to match the colors and logo preference of the Client.

Payments

The web portal provides the following search and payment functionality:

- Mobile friendly, Client-branded portal that allows violators to search for and pay their citations online.
- Search by Citation Number, License Plate Number or VIN
 - Citation status indication is provided as well as full details on the specific citation
 - External Note(s) and Photographic Evidence is provided to the violator for each citation viewed
 - Payment capabilities
- Online Payment Capabilities
 - Shopping cart style feature to allow single or multiple citations to be paid in one transaction
 - Credit or Debit Card payment acceptance
 - Email notification to the payer of payment

The Client will be responsible for processing mailed-in and walk in payments and marking the citations as paid with Passport Portal.

Appeals

The web portal provides the following search and appeal functionality:

- Search by Citation Number, License Plate Number or VIN
- Review the corresponding violation information such as date/time, description, amount, and supporting photo evidence
- Online appeal submission
- Evidence upload capabilities
 - Photographic
 - Text
- Email notification to appellant of appeal submission

All submitted appeals will be accessed and reviewed via Passport Portal. Permitted Portal users will be provided with the ability to approve or deny an appeal via the web based interface. The appeals process provides one level of review and approval.

After a citation has been submitted for an appeal, that citation's escalation schedule will pause until a decision has been made on the appeal. Once a decision has been made, the citation will resume its escalation schedule.

Passport will ensure that a citation cannot be appealed if it has been either paid or if the citation has aged past thirty (30) calendar days. In addition, Passport will ensure that a citation can not be appealed more than once.

Citation Types and Escalation Procedure

Passport has previously worked with the Client to configure all of the citation types that are issued as well as any escalation amounts or fines that are added post issuance.

Passport understands that the Client may further change the initial citation fees as well as the fee schedule in the future or add and remove violation types. Passport will accommodate these changes in the future, but must be provided advanced notice to ensure that the Client's changes can be accommodated.

Automatic Physical Notice Letter Sending

The Client understands that Passport will no longer be providing the repository website for letter sending. Additionally, Passport will not provide automatic physical notice letter sending as a service. Passport understands that the Client wishes to manage letter sending by themselves manually. The Client understands that they will need to manually generate late notice letters into a PDF document in Passport Portal, print the letter and mail it themselves.

Passport will continue to leverage email communications for other customer communications, such as:

- Citation receipts
- Appeal responses

Scofflaw List Management and Notifications and Boot/Tow Procedures

Passport will maintain a Scofflaw list and notify officers when a violation meets the Scofflaw criteria. Passport understands that the Client's current scofflaw eligibility rule set is any vehicle based on the LPN that has two (2) or more unpaid citations.

Registered Owner Information Lookup

Passport will continue to provide registered owner lookup services to the Client via Nlets.

Handheld Enforcement Hardware

Monitoring and Issuance Devices

Handheld Devices

The Client has previously purchased and is in possession of Android-based devices for the purpose of monitoring enforcement activities and issuing citations through OpsMan Mobile.

- The Client understands that any Android devices purchased in the future need to support the latest Android operating system. Passport recommends choosing a device that is the latest model or a model that is no older than the third newest model
- The Client is responsible for maintaining and paying for the data plans associated with the devices.

Issuance Printers

The Client is in possession of the Zebra Thermal ZQ320 wireless bluetooth printers that are used in the field.

Custom Citation Issuance Paper

Passport understands that the Client will continue to use the existing custom paper template and stock for issuing parking citations.

Digital Permits Product

Passport Portal

Passport will continue to provide the Client with direct access to its back-office, Passport portal, that allows permit system administrators to manage their entire permit system, including the approval queue, waitlists, and reports. The back office, Passport Portal also allows administrators to manage customer accounts and issue permits.

The Client understands that they will be migrated from their current back-office, OpsmanWeb, to Passport Portal.

The Client also understands that it is Passport's recommendation to continue to manage their Garage Permit Program the same way they do currently and not manage it within Passport's system.

Manage Permits

Manage permits functions as a search user interface to quickly search for a specific permit and then take an action:

Core functionality includes:

- Viewing a permit's status and general details
- View and add notes to a permit
- View the historical actions taken on a permit
- View the user associated with the permit
- View the payment history of the permit
- Email or print previous receipts

- Edit unrestricted Permit details
- Update the status of a permit: suspend, unsuspend, or cancel
- Renew and apply payments to permits
 - Passport does not accept in-person credit card payments.
 - All in-person credit card payments need to be done online through the portal or manually logged in Passport Portal after being processed through an external system.
 - Passport will not integrate with a cash draw or check reader
 - Any cash payments will need to be manually logged in Passport Portal after being processed through an external system
 - Any check payments will need to be manually logged in Passport Portal after being processed through an external system

Issue Permits

Issue permits functions as a quick action drawer user interface to manually issue permits through the back-office system.

Core functionality Includes:

- Waitlist / limit information
- Outstanding citation check warning against the LPN
- Eligibility requirement and document submission override
- Support address first issuance

Approval Queue

The approval queue functions as a single first in, first out list with searching capabilities. Individual applications can be inspected via a drawer user interface within the same page. Relevant Search and Filtering capability is also provided.

The approval queue can be filtered between three separate sections:

- New permits
- Change requests
- Needs more information

Approving or rejecting a permit application can be completed from the inspection view, progressively over the list order or in bulk from the main list view.

Core functionality includes:

- Inspect, approve or reject applications

- Set aside permits for manual follow-up a la Need More Information
- Separate change requests from new permit applications

Reporting

Reports are made available within the Passport Portal. All reports are presented as a list with the ability to filter for reports. The digital permits product has three core reports available:

- Exportable permit payment and refund report
 - All cashflow shown in one report
 - Allows filtering by date range
- Exportable permit zone report
 - Allows filtering by zone, status, and/or date range
- Exportable permit detail report
 - Allows filtering by type, cycle, status, and/or date range

End-User Customer Portal

Passport will provide the Client with a web-based portal that is publicly accessible and allows permit applicants/holders to apply, purchase, and manage their permit(s). The permit portal will be accessible online at a white-labeled domain name determined by Passport with feedback provided by the Client.

Branding

The Client may customize the following for their customer portal:

- Logo
 - The Client must provide a JPEG (or similar format) of their logo
- One primary color should be defined by the Client
 - Primary color is used for buttons and links and it is also applied to illustrations so it must be AA WCAG compliant.
- The secondary color is derived from the primary color automatically to meet accessibility standards
- Subdomain
 - The URL for customer portal will be <subdomain>.cmrpay.com/permits

Dashboard

The Permit Dashboard view is a highly stylized list view user interface with added quick navigation for using link codes or applying for new permits. The dashboard view separates saved applications from those fully submitted which constitute true permits. Individual applications or permits each have their own call to acts for provided actions, such as navigation into permit management or removing a saved application.

Core functionality includes:

- Permit linking quick navigation
- Apply for Permits quick navigation
 - Special rate permits, like senior citizen permits, will be offered at their correct rates.
- View list of saved applications
- Remove or re-enter application flow
- View list of permits
- Enter manage permits flow
- View general permit data, such as permit number, type, valid location (zone), hours (if applicable), status, and valid dates

Application Workflow

Permit applications function as a stepped, progressive series of data collection covering all information required of the applicant. Two application process flows are supported

- Basic
 - The Basic flow allows open selection and application for any permit type, regardless of eligibility.
 - All applications are started from the dashboard via selecting a permit type.
- Residential
 - The Residential flow requires applicants to input an address which acts to filter all permit type selections down to only those available to the applicant.

The Client will utilize the Residential flow for its residential parking program and will be required to provide Passport with a full list of Client addresses.

Core functionality includes:

- Residential eligibility based address first optimized flow
- Ad hoc custom fields for required vehicle or permit holder / applicant information
- Requirement validation on input fields

- Proof of Eligibility document upload
 - Proof of residency, such as a current utility bill, current notarized affidavit of the landlord, auto registration cards or deed in the name of the permittee and showing the address within the controlled parking area.
 - Current vehicle registration
- Saving and deleting in-progress applications
- Configurable location information and hours
- Summary view of application details is always in view and updates step by step.
- Client contact information footer
- Reference links (Client Configurable FAQs, Passport Terms of Service, Privacy Policy, & Cookies Policy) footer

Manage Permit

Manage Permits functions as a tabbed detail view which transitions into forms for edits allowing users to view and manage individual aspects of a permit via the following tabs:

- Permit details / status
- Permit Holder Information
- Vehicle Information
- Payment History
- Auto-Renew Setup

Core functionality includes:

- Permit details: view general details and call to act to manually renew if eligible
- Permit holder Information: view / edit all fields related to the permit holder
- Vehicle Holder Information: view / edit all fields related to a vehicle, add and remove vehicles
- Payment History: view all previous payments and refunds toward the individual permit as well as downloading payment receipts.
- Auto-Renew Setup: setup or change the current configuration for auto-renew. Includes defining the credit card to bill & user ability to define the billing date (from an operator configured range).

Manage Account

Manage Account functions as a tabbed detail view which transitions into forms for edits allowing users to view and manage information related to their user account for customer portal via the following tabs:

- Profile
- Payment Methods
- Payment History

Core functionality includes:

- Profile includes optional user name, address, and telephone number as well as the email and password used for login.
 - Password changes can be executed in the profile section.
- Payment Methods includes all credit cards saved by the user with the ability to add and remove credit cards.
- Payment History includes all payments and refunds made by the user historically, regardless of the permit or card, with the ability to download payment receipts.

Custom Configurations and Integrations

Genetec LPR Integration

Passport will continue to provide its API integration with Genetec's LPR system so that the Client can monitor and enforce parking rights using their Genetec LPR equipment to verify parking rights by zone and license plate number.

IPS Parking Meter Integration

Passport will continue to integrate with the Clients single space parking meters and multi-space license plate based IPS parking pay stations for the purpose of monitoring parking meter sessions through OpsMan Mobile issuance application and the LPR system.

Passport Whitelist Vehicle Monitoring

Passport understands that the Client maintains lists of approved vehicles using Passport's Whitelist feature. Passport has already worked with the Client to configure these lists of vehicles.

ParkMobile Mobile Payment Integration

Passport will continue to provide its integration with the City's ParkMobile mobile parking payment application for the purpose of monitoring ParkMobile mobile parking sessions.

Collections Integration: Credit Collection Services

Passport will continue to enable its existing integration with Credit Collections Services ("Collections Agency") so that the Collections Agency can perform 3rd party collections activities on unpaid citations. Passport will continue to host a secure file transfer protocol process so that Passport can transfer unpaid citation files to the Collections Agency after fifty-one (51) calendar days post issuance if any given citation remains unpaid. The Collections Agency will then perform collections activity to prompt payment on these unpaid citations through Passport's payment portal.

Administrative Citations

Through the Passport Portal back-office site, Passport will continue to provide the Client with the ability to manage its administrative citations that are issued manually through handwritten citations. Passport and the Client agreed that no development work will be completed by Passport for the administrative citation functionality. These administrative citations will behave like parking citations from a lifecycle perspective with different initial amounts and escalation schedules and will utilize a unique license plate number known by the Client for tracking the administrative citations.

Assumptions & Notes

While performing these services, Passport will rely upon the concerted engagement, direction, authorization, approvals or other information provided by the Client's primary stakeholder and technical teams.

The Client's Project Manager and respective team will be responsible for contributing to and reviewing Weekly Status Reports and reporting Project issues.

Additional Client responsibilities include:

- Providing operational information in a timely manner.
- Providing a list of stakeholders for preliminary implementation
- Making a good faith effort to facilitate the continued progress of the implementation.
- Perform user acceptance testing to confirm the accuracy of configured attributes in the system
- Provide written approval on each aspect of the system

Deliverables or activities not specifically identified as in scope throughout this document are by definition out of scope, unless accompanied by an approved Scope Change Order.

Project Change Control

Changes may be required to manage unanticipated or new information that may arise during the course of the implementation and delivery of this solution that impacts an existing (or creates a new) deliverable, restriction, milestone, or dependency. This Project Change Control process is meant to enforce a process to ensure changes are tracked and approved appropriately throughout the project.

Process

- A Passport representative will complete a Scoping Change Order form describing the exchange to be evaluated.
- Passport will perform an impact assessment (cost, schedule, risk, etc) and provide a recommendation for how to achieve the Client's objectives in the context of the latest information.
- The Client will decide whether or not to proceed with Passport's recommendation or to suggest an alternative approach.
- If the Change Request is approved by the Client and returned back upon full execution, then the Change Request document will be incorporated as part of the Statement of Work.

Timeline Effects

- Upon approval by all parties, the impact assessment associated with such a change request shall augment any prior commitments or estimates of timeline and pricing in this Statement of Work, which shall no longer apply. Passport will use commercially

reasonable efforts to maintain the timeline and cost associated with this Statement of Work, augmented by any and all Change Request(s) approved by all parties.



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Fire Division
PREPARED BY:	John Detherage
DATE PREPARED:	4/22/2024
COUNCIL MEETING DATE:	May 7, 2024
AGENDA TITLE:	A Resolution Authorizing the City Manager to Enter into an Agreement with Medicount Management Inc. for Emergency Medical Services Billing Services at a Cost of Five and a Half Percent (5.5%) of the Gross Amount Collected. (John Detherage, Fire Chief)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approve the Resolution.
CITY MANAGER/DEPT HEAD APPROVAL:	DRE

DISCUSSION:

In February of this year, we were contacted by our current EMS billing company and advised that they were terminating our agreement effective October 30, 2024. After a discussion with the City Manager, two proposals were obtained and evaluated. The lowest and best is Medicount Management Inc. located in Cincinnati. They are an established company that serves the majority of EMS providers in the Greater Cincinnati area. Medicount's fee is significantly less than the other company evaluated and only 0.5% higher than our current provider. The agreement proposed is for four years. Since we were notified of the termination, our current company has been the victim of a cyberattack that has stopped their billing operation. They have agreed to an earlier termination date that will be set once our new contract has been approved.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEDICOUNT MANAGEMENT, INC, FOR EMERGENCY MEDICAL SERVICES BILLING SERVICES AT A COST OF FIVE AND A HALF PERCENT (5.5%) OF THE GROSS AMOUNT COLLECTED.

WHEREAS, the City's current EMS billing agreement ends October 30, 2024; and

WHEREAS, the City's current EMS billing provider has agreed to a May 8, 2024, termination date; and

WHEREAS, two proposals were obtained and evaluated; and

WHEREAS, the lowest and best proposal is Medicount Management Inc., with a fee of 5.5% of net collections; and

WHEREAS, The City Manager and the Fire Chief recommend Medicount Management Inc. be retained to provide EMS billing services for the City of Oxford Fire Division and shall be responsible for billing for all EMS services provided by the Fire Division.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: The City Manager and the Fire Chief recommend Medicount Management Inc. be retained to provide EMS billing services for the City of Oxford Fire Division and shall be responsible for billing for all EMS services provided by the Fire Division.

SECTION 2: Council hereby authorizes the City Manager to enter into an agreement with Medicount Management Inc. for EMS billing services for the City of Oxford Fire Division at a cost of five and a half percent (5.5%) of the net collections.

SECTION 3: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)

CLIENT SERVICES AGREEMENT

This Client Services Agreement (“Agreement”) entered into as of the ____ day of _____, 2024 (the “Effective Date”) by and between Medicount Management, Inc. (“Medicount”) and **CITY OF OXFORD, BUTLER COUNTY, OHIO** (“EMS Agency”). Medicount and EMS Agency are individually a “Party” and collectively the “Parties”.

WHEREAS, EMS Agency provides emergency medical services (“EM Services”); and

WHEREAS, EMS Agency desires to retain Medicount to provide billing services for such EM Services pursuant to the terms and conditions in this Agreement.

NOW, THEREFORE, it is agreed between the Parties as follows:

1. **Billing Services.** Subject to the terms and conditions of this Agreement, EMS Agency hereby appoints Medicount as its exclusive billing agent for EM Services during the Term (defined hereafter). Medicount will provide EMS Agency with the billing services described in this Agreement and in **Exhibit A**, which is attached hereto and incorporated herein, as the same may be modified by the Parties from time to time (“Billing Services”).
2. **EMS Agency Obligations.** To facilitate the performance of the Billing Services, EMS Agency shall cooperate with Medicount and will fulfill the obligations outlined in this Agreement and in **Exhibit B**, which is attached hereto and incorporated herein, as the same may be modified by the Parties from time to time.
3. **Legal Compliance.** Notwithstanding anything to the contrary contained herein, EMS Agency acknowledges that it has read, understands, and will comply with all applicable local, state and federal laws, rules and regulations now existing or existing in the future (“Laws”) in submitting any claim and will provide Medicount with accurate and complete information for the submission of any claim on its behalf, including but not limited to the signature requirements outlined in this Agreement. Medicount will not accept any orders or demands from EMS Agency that it reasonably believes are not in compliance with applicable Laws and any submission of such orders or demands are grounds for immediate termination of this Agreement.
4. **Compensation.**
 - a. In exchange for the provision of the Billing Services, EMS Agency shall pay Medicount:
 - (i) a base rate fee equal to **5.50%** of the gross amount collected by Medicount and/or EMS Agency for EM Services (less refunds, “offsets” and deductions incurred by Medicount or EMS Agency for expenses and/or processing fees (including credit card processing fees) incurred in collecting monies owed for EM Services); (ii) if applicable,

the Flat Fee described in Section 4(c); plus (iii) any additional fees set forth herein or in any exhibit or addenda attached hereto, including but not limited to Third Party Costs defined in Section 4(b) and audit response rates described on Exhibit B (collectively, “Medicount Compensation”).

- b. EMS Agency will reimburse Medicount for all reasonable expenses and third party costs directly incurred in performing the Billing Services, including, but not limited to: (i) any fees assessed by governmental agencies or insurance providers for required provider numbers, licensing, certification, and recertification applications; (ii) any significant increases in the United States Postal Service rates or shipping rates; (iii) any ePCR billing software license fees or hardware purchased for use by EMS Agency that is charged to or paid by Medicount (collectively, “Third Party Costs”). Third Party Costs shall be invoiced monthly by Medicount to EMS Agency as costs are incurred and such Third-Party Costs will be reasonably substantiated by Medicount upon EMS Agency’s request.
- c. EMS Agency agrees to pay Medicount a flat fee if either of the following occur:
 - i. If EMS Agency chooses to bill a patient for EM Services which involve a Treat Non-Transport or a Non-Transport, such bills will be invoiced at a flat fee of \$15.00 per call, regardless of the charge amount and amount collected.
 - ii. If EMS Agency bills a healthcare facility or prison/jail facility for EM Services which transport a patient between two healthcare facilities or transport an incarcerated individual to a healthcare facility and the facility has been billed directly and does not pay for the billed charges after 90 days from the bill’s date, EMS Agency shall pay Medicount a flat fee of \$15.00 per call regardless of the charge amount and the amount collected.

5. Collection of Funds.

- a. Medicount will process all payments it receives from patients, third-party payors, or other billed parties for EM Services. Medicount will remit such funds to the EMS Agency according to the terms and conditions of this Agreement. In the event EMS Agency receives payments directly from insurance companies, billed parties, and governmental agencies for EM Services, EMS Agency shall keep records of all payments received and shall immediately notify Medicount of the payor, amount of payment, and patient identification.
- b. Funds for the EM Services may be remitted to either EMS Agency or Medicount, with Medicare and Medicaid remitting payments directly to the EMS Agency daily and funds from insurance companies and other payors paid directly to Medicount. EMS Agency acknowledges that the Medicount Compensation is due on all funds received by either Medicount or EMS Agency for EM Services. Medicount will provide a monthly statement

to the EMS Agency setting forth the total funds received by EMS Agency and Medicount through the end of the prior calendar month and the Medicount Compensation (including Third Party Costs) due thereon. Medicount is hereby authorized to deduct the Medicount Compensation due from EMS Agency funds paid directly to Medicount. All remaining funds shall be remitted to EMS Agency monthly by ACH no later than the 28th day of each calendar month.

- c. EMS Agency authorizes Medicount to accept the following types of payments from patients for EM Services: checks, electronic checks, and ACHs, as well as the following credit cards – MasterCard, Visa, Discover, and American Express. A credit card processing fee is assessed to the patient and insurance provider, as applicable.
 - d. EMS Agency acknowledges that Paid to Patient Claims (“PDPTs”) are insurance claim payments paid directly to a resident/patient for the EM Service. If EMS Agency has chosen an insurance only billing policy and does not invoice a resident/patient for the EM Service and the resident/patient receives a PDPT from the applicable insurance company, Medicount may invoice the resident/patient an amount equal to the PDPT.
6. **Reporting.** Medicount will provide EMS Agency with commercially reasonable, Internet based access to review standard billing reports. Additional reports will be provided on an ad hoc basis to EMS Agency as requested at no additional cost unless the requested reports are outside the EMS billing business’s ordinary course.
7. **Security.**
- a. The Parties acknowledge that certain information provided by EMS Agency to Medicount may contain Protected Health Information (“PHI”) as defined under the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Clinical Health Act (“HITECH Act”). In providing Billing Services, Medicount is acting as a Business Associate as defined under HIPAA. Accordingly, the Parties shall be subject to and shall execute the Business Associate Addendum attached hereto as **Exhibit C.**
 - b. EMS Agency agrees that it shall be responsible for the maintenance of PHI maintained and stored by the EMS Agency in accordance with applicable Laws. To the extent that Medicount provides any collection devices to assist in the provision of Billing Services hereunder, EMS Agency shall be responsible for its users’ activity. EMS Agency shall immediately notify Medicount of, and use its best efforts to curtail, any of the following events (collectively a “Security Breach Event”): (i) any unauthorized use of any password or account or a known or suspected breach of security; (ii) any copying or distribution of any PHI; (iii) any use of false identity information to gain access to any of the Billing Services; or (iv) any loss or theft of any hardware device on which a user has access to PHI or other information relevant to the Billing Services. If any Security Breach Event involves PHI and other personally identifiable information, EMS Agency shall comply

with applicable notification requirements including, but not limited to, the breach notification requirements under the HITECH Act and any other notification requirements mandated by applicable Laws. To the extent that any patient requests and requires identity theft protection in connection with the disclosure of any PHI or personally identifiable information resulting from any Security Breach Event, the EMS Agency shall be responsible for all costs related to such protection.

8. **Record Retention.** Upon any termination of this Agreement, Medicount will make available to EMS Agency Billing Services records including, but not limited to, all patient information, monthly summaries, quarterly summaries, insurance information, insurance provider numbers, and any other records for a complete and secure download in the format in which such records are maintained by Medicount. EMS Agency hereby acknowledges that such records may be maintained by Medicount in SQL or other formats and if EMS Agency requests that such records be produced in some other format, EMS Agency shall be responsible for such costs. Such records shall be maintained and archived in accordance with Medicount's record retention policy and/or the applicable policy of any third party document storage provider.
9. **Exclusionary Rule Warranty.** EMS Agency acknowledges the Department of Health & Human Services Office of Inspector General ("OIG") has authority to exclude individuals and entities from federally funded health care programs (the "Exclusionary Rule"). OIG maintains and publishes a List of Excluded Individuals/Entities ("LEIE") who are excluded from participation in Medicare, Medicaid, and other federal health care programs. EMS Agency represents and warrants that it (a) has checked LEIE to confirm that none of its employees or agents is listed on LEIE or is otherwise prohibited from participating in federal health care programs; (b) will check LEIE monthly to confirm that none of its employees or agents has been added to LEIE or is otherwise prohibited from participating in federal health care programs; (c) will check LEIE before hiring any new employee to ensure the candidate is not listed on LEIE or is otherwise prohibited from participating in federal health care programs.
10. **Term; Termination.**
 - a. This Agreement shall commence upon the Effective Date and shall continue for a period of **Four (4) years** (the "Initial Term"). Unless formally extended by written agreement signed by both Parties prior to the termination of the Initial Term or any Renewal Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term") unless either Party provides written notice to the other Party of its intent not to renew the Agreement not less than one hundred eighty (180) days prior to the end of the Initial Term or the Renewal Term then in effect. Upon the commencement of the first Renewal Term, the base rate fee identified in Section 4(a)(i) shall increase by .25% over the initial base rate then in effect. For each successive Renewal Term, the base rate fee shall increase by .25% over the rate for the immediately prior Renewal Term. The Initial Term and any Renewal Terms are collectively the "Term".

- b. This Agreement may be terminated (i) upon a material breach by either Party if such breaching party fails to cure a payment default within thirty (30) days of written notice of such default; (ii) upon sixty (60) days written notice of any other material default which is not cured within such sixty (60) day period; and (iii) The EMS Agency agrees that unhappiness, lack of desired utility, or the desire for a specific feature does not constitute a material breach and is not sufficient grounds for delayed payment or termination; (iv) as otherwise provided in this Agreement”.

11. **Effect of Termination; Wind Down Period.** Upon any termination of this Agreement or its expiration, all rights, duties, and obligations of the Parties shall cease effective as the of termination or expiration date, except as provided in this Section 11. Medicount may continue providing Billing Services to work any claims billed before the termination for up to six months. Upon termination or expiration hereof, Medicount may continue providing patient and insurance company receivable services for One hundred eighty (180) days (the “Wind Down Period”) to collect all EMS Agency’s accounts receivable relating to EM Services rendered before the termination date (“Existing Accounts Receivable”). During the Wind Down Period, Medicount shall continue to receive the Medicount Compensation and EMS Agency shall cooperate and assist Medicount by timely reporting payments received by EMS Agency related to the Existing Accounts Receivable. Upon expiration of the Wind-Down Period, Medicount shall prepare a final accounting of all monies received by it or EMS Agency for EM Services and Existing Accounts Receivable and shall invoice EMS Agency for any fees or monies due to Medicount. EMS Agency may negotiate with Medicount for additional transitional services or the provision of additional data after the date of termination at EMS Agency’s expense. Following termination or expiration hereof, the Parties shall remain bound by any confidentiality obligations outlined in this Agreement.
12. **Contractor Relationship.** Medicount is acting as an independent contractor for EMS Agency, and it is not, nor shall it act as, an EMS Agency employee. Nothing in this Agreement shall be construed to create any partnership between the Parties.
13. **Notice.** Any notice given under this Agreement shall be in writing and delivered to the Party by certified, registered, or express mail, return receipt requested, to the address set forth under each Party’s signature. Either Party may change the address to which notice or payment shall be sent by written notice of same.
14. **Miscellaneous.**
 - a. **Entire Agreement; Amendments.** This Agreement, including all exhibits, states the entire Agreement between the parties concerning the subject matter and supersedes all prior written and verbal understanding of the Parties concerning it. Any amendments or changes to this Agreement must be made in writing and executed by the Parties.

- b. Governing Law; Venue. This Agreement shall be deemed governed by and construed in accordance with the laws of the State of Ohio without reference to any conflict of law provisions. The Parties agree that any dispute arising out of or related to this Agreement shall be resolved in the state or federal courts located in the counties or counties where EMS Agency operates.
- c. Assignment. The EMS Agency may not assign this Agreement in whole or in part without the express written consent of Medicount. Medicount may assign this Agreement as part of a merger, consolidation, sale or transfer of all or substantially all of its assets.
- d. Severability. All provisions and parts of this Agreement are severable from the other.
- e. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. Signatures delivered by email in PDF format will be effective.

IN WITNESS, OF WHICH, the Parties executed this Agreement as of the Effective Date.

**EMS AGENCY:
CITY OF OXFORD**

MEDICOUNT MANAGEMENT, INC.

By: _____

By: _____

Print Name: _____

Print Name: Joseph A. Newcomb

Title: _____

Title: President

Date: _____

Date: _____

Address:

Address: 10361 Spartan Drive
Cincinnati, OH 45215

EXHIBIT A

BILLING SERVICES PROVIDED BY MEDICOUNT

1. **Responsibilities of Medicount.** Medicount's provision of the Billing Services in no way negates the responsibility of EMS Agency to comply with its billing policies, applicable Laws, and this Agreement.
 - a. Medicount will assist EMS Agency, as necessary, to complete and submit credentialing applications to Medicare, Medicaid, and any third-party payor for the group and individual provider numbers when required for billing purposes.
 - b. Medicount will review the billing policies of EMS Agency and assist with development of policies and procedures in accordance with applicable Laws.
 - c. Medicount shall, if required, develop and maintain electronic data interfaces directly with EMS Agency's hospital service sites (to the extent permitted by such sites) to collect patient demographic data. EMS Agency will use its best efforts to cooperate with and otherwise assist Medicount in developing and maintaining such interfaces, including, but not limited to, communicating directly with hospital information technology staff, administration, and other staff members to authorize and otherwise enable the system.
 - d. Medicount will provide basic training to EMS Agency management personnel to facilitate the Billing Services upon commencement of the Agreement and thereafter as agreed to by the Parties.
 - e. Medicount will promptly process patient encounter information submitted by the EMS Agency and use the following using the Centers for Medicare and Medicaid Services ("CMS") Adopted Standards and Code Sets. Medicount will bill for EMS Services within guidelines established by EMS Agency and the insurance or third-party payor to whom the claim is submitted, provided in all cases such Billing Services will be in accordance with applicable Law, any billing policy adopted by EMS Agency, and this Agreement.
 - f. Medicount will use commercially reasonable efforts to accurately enter into its billing system all procedural and demographic data necessary for the patient third-party billing, provided, however, that EMS Agency shall remain responsible for providing accurate and complete information to Medicount.
 - g. Medicount will submit claims using the most effective means available for each payor. Electronic filing will be used to the extent available and when mandated.
 - h. Medicount will communicate with patients and third-party payors on a regular monthly cycle based on EMS Agency guidelines. Up to three (3) attempts will be made to

communicate with patients where there is inadequate information for EM Services billing purposes. Medicount may use automatic dialing systems to obtain missing insurance information and other information needed to process the billing claim for EMS Agency. Medicount shall exercise its sole discretion as to the form and substance of any automatic-dialing-system dialogue.

- i. Medicount will provide toll-free phone lines and customer service staff to respond to patient inquiries and otherwise assist patients with copayments, insurance claims, and other related matters.
 - j. Medicount will correspond with third-party payors to resolve any coding misinterpretations or other issues that may arise during claims processing and settlement and otherwise remain current on payors' claim-information requirements.
 - k. Medicount will advise EMS Agency on how to promote public awareness about the billing process, establishing rates, payor participation, and other topics as mutually agreed.
 - l. Medicount will undergo an annual SSAE 21 SOC 1 Type 2 audit and provide results to the EMS Agency upon request.
 - m. Medicount will respond to requests for information from attorneys representing patients using ChartSwap.
2. **Amendment of Exhibit.** The Parties may amend this Exhibit A from time to time upon mutual written Agreement.

EXHIBIT B
RESPONSIBILITIES OF EMS AGENCY

- 1. Responsibilities of EMS Agency.** The responsibilities listed on this Exhibit B is in no way a limitation of the requirement that EMS Agency comply with its billing policies, applicable Laws, and this Agreement.
- a. EMS Agency will identify one administrative and one clinical representative to whom Medicount may address all matters related to Billing Services and this Agreement. Such representatives will have the power to bind the EMS Agency and will timely respond to questions and additional document requests of Medicount.
 - b. EMS Agency represents and warrants that all information provided to Medicount shall be accurate and complete. EMS Agency shall be solely responsible for information accuracy, and Medicount shall have no obligation to verify the accuracy of information provided by the EMS Agency.
 - c. EMS Agency will establish and enforce written policies and procedures in relation to the Billing Services, which will in all cases comply with applicable Laws and this Agreement.
 - i. **If the EMS Agency wishes to avail itself to the Medicare ALS Assessment rule, the EMS Agency will provide Medicount with applicable dispatch and treatment protocols to allow Medicount to make appropriate billing decisions.**
 - ii. **If Medicount does not receive such dispatch and treatment protocols, it will not be able to avail the EMS Agency to the Medicare “ALS Assessment rule.” In this case, ALS level billing decisions will be based on ALS services rendered.**
 - iii. **In all cases, ALS services must still be medically necessary, which is why treatment protocols are also important.**
 - d. EMS Agency will provide Medicount with all information and otherwise complete and obtain signatures (patient, crew, physician or other authorized individuals) on all documents, charts, and other information needed to enable Medicount to submit claims on behalf of EMS Agency in compliance with applicable Laws. EMS Agency represents and warrants that it will obtain, at a minimum, the information and forms described in this Section (d), which no way limits EMS Agency’s requirement to provide accurate and complete information in accordance with applicable Laws. EMS Agency agrees that Medicount may rely upon the existence of patient and crew signatures, or other authorizations submitted to Medicount in conformance with applicable Laws, including those rules specified on **Exhibit F** and otherwise described in this Agreement.

- i. Patient's complete name, gender, address, phone number, social security number (if available), and date of birth;
- ii. Information pertaining to the EM Services run including, but not limited to, nature of the call, incident location and zip code, squad assessment, treatment and narrative, crew-member identifiers and training levels, receiving hospital, and transport mileage;
- iii. Insurance information includes the patient's primary and secondary insurances, payor address(es), group, guarantor identification number, primary insured's name, social security number, relationship to the patient, address, date of birth, and gender, if available.
- iv. Assignment of Benefits form with required signatures;
- v. Medical information releases with required signatures;
- vi. Advance Beneficiary Notice of Noncoverage form with required signatures ;
- vii. Certificate of Medical Necessity form with required signatures;
- viii. If required, physician signatures on medical charts and other necessary medical documents that meet Medicare guidelines; and
- ix. Crew Signatures and/or Signature Log

<u>ALL SIGNATURES (PATIENT & CREW) PER MEDICARE RULES MUST BE LEGIBLE</u>

- e. EMS Agency will use their best efforts to document the diagnosis or medical condition that supports the medical necessity of a patient's services if one exists. Medicount shall not be responsible for claim denials, partial payments, or payment reductions resulting from EM Services that are not deemed **Medically Necessary** by third-party payors.
- f. EMS Agency will assist Medicount in resolving issues and otherwise facilitating the exchange of information between Medicount and any hospitals, labs, or other entities necessary to support claims' submission and will timely provide any information requested by patients or third-party payors.
- g. When applicable, the EMS Agency will timely refund any overpayments to patients or insurance providers or authorize Medicount to make such refunds on EMS Agency's behalf.
- h. Before, or contemporaneously with, execution of this Agreement, EMS Agency will provide to Medicount any information required to enable Medicount to establish claims and payments processing with Medicare, Medicaid, insurance companies, and third-party payors, including but not limited to any insurance provider numbers issued to EMS Agency, copies of EMS Agency certifications, copies of any applicable driver licenses, licensed EM Services vehicle titles, licensures from the State Department of Health, any provider applications completed or currently in process by any provider, and any other information necessary for credentialing.

- i. EMS Agency will assist Medicount with EMS Agency's Medicare and Medicaid applications and revalidations in a timely manner. EMS Agency will promptly forward all correspondence from Medicare, Medicaid, insurance companies, and other third-party payors to Medicount. EMS Agency will provide Medicount with timely notice of any new payment contracts, HMO or PPO relationships, or other contracts so that Medicount may accommodate changes as necessary.
- j. EMS Agency shall provide Medicount with at least thirty (30) days' advance written notice of any EM Services changes and any applicable BLS, ALS, ALS2, and mileage rate changes. No rate change shall be applicable until the EMS Agency has received written confirmation from Medicount acknowledging the rate change notice. Upon such rate change, the EMS Agency agrees to monitor relevant Medicount reports to confirm that the rate changes are implemented. Medicount shall not be responsible for any losses, payment delays, or lost revenue resulting from the EMS Agency's failure to follow the above policy.
- k. EMS Agency agrees to abide by Medicount's Patient Hardship Policy attached hereto as **Exhibit D** unless the EMS Agency has its own written policy, which Medicount will follow.
- l. EMS Agency shall review and audit Medicount's billing reports monthly to verify the accuracy of the reports including, but not limited to, implementation of rate changes, the number of runs and mileage submitted to Medicount, information sufficient to determine ALS and BLS coding, and any other information submitted to Medicount for billing purposes. EMS Agency shall promptly report any errors to Medicount, but in any event no later than ninety (90) days following the submission of the run to Medicount by EMS Agency. The EMS Agency shall reconcile its bank accounts for the deposit of monthly EMS payments with reports made available to the EMS Agency through Medicount's Customer Portal. The EMS Agency shall promptly report any discrepancy or deposit not reflected on Medicount's statement to ensure a proper accounting and appropriate accrediting of patient accounts. Such notice shall be provided in writing within thirty (30) days of the bank statement date. To the extent possible, Medicount shall submit or resubmit any paperwork necessary to correct such errors. If the EMS Agency fails to identify and notify Medicount of any errors within ninety (90) days following the run(s) submission, EMS Agency waives any claim it may have against Medicount for such errors.
- m. EMS Agency shall use Medicount's Write Off Policy attached hereto as **Exhibit E** unless Medicount has received and acknowledged receipt of a policy EMS Agency which dictates how write offs are handled.

- n. EMS Agency will grant Medicount full access to its ePCR software to enable Medicount to assist in solving any issues that may arise.
 - o. In the event of an outside audit request, EMS Agency agrees to reimburse Medicount at the hourly rate of \$150.00 per hour plus reasonable expenses incurred by Medicount in responding to such audit, including but not limited to the cost of document reproduction and legal fees.
2. **Amendment of Exhibit.** The Parties may amend Exhibit B from time to time upon mutual written Agreement.

EXHIBIT C

Business Associate Addendum

This Addendum is effective on the ____ day of _____ 2024 (the “Effective Date”) and is made part of the Client Services Agreement (“Agreement”) by and between **CITY OF OXFORD** (“EMS Agency”) and **MEDICOUNT MANAGEMENT, INC.** (“Business Associate”) dated of even date herewith.

1. **Definitions.** Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in the Security, Breach Notification, and Enforcement Rules (the “HIPAA Rules”) as contained in Title 45, Parts 160 and 164 of the Code of Federal Regulations as the same may be amended, restated, supplemented or replaced (“CFR”) and are incorporated herein by reference.
2. **Prohibition on Unauthorized Use or Disclosure of Protected Health Information.** Business Associate acknowledges that any Protected Health Information (“PHI”) provided to Business Associate by EMS Agency or any PHI created, maintained or transmitted by Business Associate or any authorized subcontractor or agent in connection with providing services to, or on behalf of EMS Agency, shall be subject to this Addendum. Business Associate shall not use or disclose any PHI it receives, creates, maintains or transmits, except as permitted or required by the Agreement or as otherwise required by law or authorized in writing by EMS Agency, and then only if such use or disclosure would not violate the Privacy Rule if used or disclosed by EMS Agency. Business Associate shall comply with: (a) the HIPAA Rules as if Business Associate was a Covered Provider under such rules; (b) state laws, rules and regulations that apply to PHI and that are not preempted by the HIPAA Rules or the Employee Retirement Income Security Act of 1974 (“ERISA”) as amended; and (c) EMS Agency’s Health Information Privacy and Security Policies and Procedures as the same may be amended, restated, supplements or replaced.
3. **Use and Disclosure of Protected Health Information.** Except as otherwise permitted herein, Business Associate shall use and disclose PHI only to the extent necessary to satisfy Business Associate’s obligations under the Agreement or as required by law.
4. **Business Associate’s Operations.** Business Associate also may use PHI it creates for or receives from EMS Agency to the extent necessary for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities under the Agreement and hereunder. Business Associate may disclose PHI as necessary for such purposes only if:
 - a. The disclosure is required by law; or
 - b. Business Associate obtains reasonable assurance, evidenced by a written contract, from any person or organization to which Business Associate will disclose PHI that

such person or organization agrees to abide by the terms and conditions of this Addendum and specifically to: (i) hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and (ii) notify Business Associate (who shall then promptly notify EMS Agency) of any instance of which the person or organization becomes aware that the confidentiality of such PHI was breached.

5. **Data Aggregation Services.** Business Associate may use PHI to provide Data Aggregation Services related to EMS Agency's emergency medical services. Notwithstanding the preceding, Business Associate hereby acknowledges that it may not sell any PHI except as otherwise permitted under the HIPAA Rules.
6. **PHI Safeguards.** Business Associate shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of EMS Agency.
7. **Electronic Health Information Security and Integrity.** Business Associate shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures and safeguards in compliance with the HIPAA Rules and other applicable laws and regulations to preserve the integrity and confidentiality of all electronically-maintained or transmitted PHI that Business Associate creates, maintains, transmits and/or receives from or on behalf of EMS Agency pertaining to an Individual. Business Associate shall document and keep these security measures current.
8. **Subcontractors and Agents.** Business Associate shall require each subcontractor or agent to whom it may provide PHI or Health Information received from or on behalf of EMS Agency or who otherwise create, receive, maintain, or transmit PHI on behalf of Business Associate to agree to the same restrictions, conditions, and requirements as to the protection of such PHI as are imposed on Business Associate by this Addendum.
9. **Access to PHI by Individuals.** Business Associate agrees to provide access, at the request of EMS Agency and during normal business hours, to PHI in a Designated Record Set to EMS Agency or, as directed by EMS Agency, to an Individual or an Individual's designee in order to meet the requirements of Section 164.524 of the CFR provided that EMS Agency delivers to Business Associate a written notice at least five (5) business days before the date on which access is requested. Subject to such notice requirements, Business Associate shall permit an Individual or an Individual's designee to inspect and copy PHI pertaining to such Individual in Business Associate's custody or control. Business Associate shall establish procedures for access to the PHI maintained by Business Associate in Designated Record Sets in the time and manner designated by EMS Agency to enable EMS Agency to fulfill its obligations under the HIPAA Rules. Business Associate shall produce PHI in electronic format if Individual requests such PHI to be delivered in such format and the PHI is readily producible in such format.

10. **Accounting to EMS Agency and Government Agencies.** Unless otherwise protected or prohibited from discovery or disclosure by law, Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of EMS Agency or created, maintained, or transmitted by Business Associate available to EMS Agency and to the Secretary or its designee for the purpose of providing an accounting of disclosures to an Individual or an Individual's designee or determining Business Associate's compliance with the HIPAA Rules. Business Associate shall have a reasonable time within which to comply with a written request for such access to PHI and in no case will Business Associate be required to provide access earlier than at least five (5) business days before the receipt of written notice of the requested access date unless otherwise designated by the Secretary.
11. **Accounting to Individuals.** Business Associate agrees to maintain necessary and sufficient documentation of disclosures of PHI as would be required for EMS Agency to respond to a request by an Individual for an accounting of such disclosures in accordance with 45 CFR Section 164.528. Upon the request of EMS Agency, Business Associate shall provide documentation made by this Agreement to permit EMS Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Section 164.528 of the HIPAA Rules. Business Associate shall have a reasonable time within which to comply with such a request from EMS Agency and in no case shall Business Associate be required to provide such documentation in less than five (5) business days of Business Associate's receipt of such request. Except as provided for in this Agreement, if Business Associate receives a request for access to PHI, an amendment of PHI, an accounting of disclosure, or other similar requests directly from an Individual, Business Associate will redirect the Individual to the EMS Agency.
12. **Correction of Health Information/ Restriction on Disclosure.** Business Associate shall, upon receipt of notice from EMS Agency, promptly amend or correct PHI received from or on behalf of EMS Agency. Business Associate shall promptly identify and provide notice of such amendment to all agents and subcontractors who create, maintain, or rely on the PHI that is the subject of the amendment. Business Associate further agrees to comply with any restrictions on the disclosure of an Individual's PHI subject to the applicable limits under the HIPAA Rules.
13. **Minimum Necessary Determination.** Business Associate shall use its professional judgment to determine the minimum amount and type of PHI necessary to fulfill its obligations under the Agreement. Business Associate represents that it will request only the minimum necessary PHI in connection with its performance of duties under this Agreement. Business Associate acknowledges that EMS Agency will rely on its determination for compliance with the minimum necessary standards under Title 45, Parts 160 and 164 of the CFR.

14. **Reporting.** Business Associate shall report to EMS Agency any unauthorized use or disclosure of PHI of which it becomes aware that is not provided for in this Agreement, including breaches of unsecured PHI and any security incident. Business Associate shall report such unauthorized use or disclosure to EMS Agency's Privacy Official no later than 10 business days after Business Associate learns of such breach or security incident. Business Associate's report shall at minimum: (a) state the nature of the unauthorized use or disclosure of PHI; (b) identify the PHI used or disclosed; (c) identify the unauthorized user or recipient of the disclosure; (d) indicate what Business Associate has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) indicate what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by EMS Agency's Privacy Official.

15. Obligations of EMS Agency.

- (a) EMS Agency shall notify Business Associate of any limitations in the privacy practices of EMS Agency under 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) EMS Agency shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI;
- (c) EMS Agency shall notify Business Associate of any restriction on the use or disclosure of PHI that EMS Agency has agreed to or is required to abide by under 45 CFR Section 162.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

16. **Right to Terminate for Breach.** Notwithstanding any other provision of this Agreement, EMS Agency shall have the right to terminate the Agreement if it determines, in its sole discretion, that Business Associate has violated a material term of this Addendum or any provision of Title 45, Parts 160 and 164 of the CFR. EMS Agency may exercise this right by providing written notice to the Business Associate of termination, with such notice stating the violation that provides the basis for the termination. Any such termination shall be effective immediately or at such other date specified by EMS Agency in its written notice.

17. **Return or Destruction of Health Information.** Upon termination, cancellation, expiration, or another conclusion of this Agreement, Business Associate, concerning PHI receipt from EMS Agency, or created, maintained, or received by Business Associate on behalf of EMS Agency, shall:

- (a) Retain only that PHI necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibility.
- (b) Return to EMS Agency or, if agreed to by EMS Agency, destroy the remaining PHI maintained by Business Associate in any form;
- (c) Continue to use appropriate safeguards and comply with the HIPAA Rules with respect to electronic PHI to prevent use or disclosure of the PHI other than as provided for in this Section, for as long as Business Associate retains the PHI;
- (d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out herein that applied before termination;
- (e) Return to EMS Agency the retained PHI when Business Associate no longer needs it for its proper management and administration or to carry out its legal responsibilities; and
- (f) Transmit the PHI to another EMS Agency Business Associate at termination as requested by the EMS Agency.

18. **Continuing Obligations.** Business Associate's obligation to protect PHI received from or on behalf of EMS Agency shall be continuous and shall survive any termination, cancellation, expiration, or other conclusions of the Agreement.

19. **Automatic Amendment.** Upon the effective date of any amendment to the HIPAA Rules, the Agreement shall automatically be amended such that the obligations imposed on Business Associate as a Business Associate remains in compliance with such regulations.

IN WITNESS, WHEREOF, the Parties have executed this Addendum as of the Effective Date

EMS AGENCY:
CITY OF OXFORD

BUSINESS ASSOCIATE:
MEDICOUNT MANAGEMENT, INC.

By: _____ ?

By: _____

Print Name: _____ ?

Print Name: Joseph A. Newcomb

Title: _____ ?

Title: President

EXHIBIT D

PATIENT HARDSHIP POLICY (if applicable)

To establish a billing policy that allows for the waiver of ambulance transport fees based on established Department of Health and Human Services Poverty Guidelines, and to abide by decisions made by the United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and the Office of Inspector General (OIG).

SCOPE:

This policy pertains to all individuals transported by clients of Medicount Management, Inc. (MMI).

PROCEDURE:

1. Patients who are unable to pay their co-pays or deductibles or who are uninsured and unable to make payments may request a financial hardship review of their transport fee. Patients, or their designee, must complete an “EMS Hardship Waiver Form” which form requires inclusion of documentation to verify necessity of waiver.
2. The waiver application will be forwarded to the patient or patient’s representative for completion & return to Medicount. The ultimate determination will be noted on the form and in the patient’s account and transmitted by letter to the patient.

GUIDELINES:

1. If insurance information is provided, insurance must be billed out before a waiver request is approved or denied.
2. Payment plans will be set up so that the provided credit card is automatically charged the agreed to amount on a monthly basis.
3. A minimum \$50 per month payment plan will be implemented when possible.
4. A patient who provides a letter of approval of financial assistance from a medical facility will be approved by MMI for the same reduction amount unless the EMS Agency’s policy regarding write offs provides otherwise
5. A balance of approximately \$100 or less may be written off based on the patient’s economic circumstances.

Financial hardship determinations will be based on the following schedule (excluding collection clients):

2024 Poverty Guidelines: 48 Contiguous States (all states except Alaska and Hawaii)

Per Year												
Household/ Family Size	50%	75%	100%	125%	130%	133%	135%	138%	150%	175%	180%	185%
1	7,530.00	11,295.00	15,060.00	18,825.00	19,578.00	20,029.80	20,331.00	20,782.80	22,590.00	26,355.00	27,108.00	27,861.00
2	10,220.00	15,330.00	20,440.00	25,550.00	26,572.00	27,185.20	27,594.00	28,207.20	30,660.00	35,770.00	36,792.00	37,814.00
3	12,910.00	19,365.00	25,820.00	32,275.00	33,566.00	34,340.60	34,857.00	35,631.60	38,730.00	45,185.00	46,476.00	47,767.00
4	15,600.00	23,400.00	31,200.00	39,000.00	40,560.00	41,496.00	42,120.00	43,056.00	46,800.00	54,600.00	56,160.00	57,720.00
5	18,290.00	27,435.00	36,580.00	45,725.00	47,554.00	48,651.40	49,383.00	50,480.40	54,870.00	64,015.00	65,844.00	67,673.00
6	20,980.00	31,470.00	41,960.00	52,450.00	54,548.00	55,806.80	56,646.00	57,904.80	62,940.00	73,430.00	75,528.00	77,626.00
7	23,670.00	35,505.00	47,340.00	59,175.00	61,542.00	62,962.20	63,909.00	65,329.20	71,010.00	82,845.00	85,212.00	87,579.00
8	26,360.00	39,540.00	52,720.00	65,900.00	68,536.00	70,117.60	71,172.00	72,753.60	79,080.00	92,260.00	94,896.00	97,532.00
9	29,050.00	43,575.00	58,100.00	72,625.00	75,530.00	77,273.00	78,435.00	80,178.00	87,150.00	101,675.00	104,580.00	107,485.00
10	31,740.00	47,610.00	63,480.00	79,350.00	82,524.00	84,428.40	85,698.00	87,602.40	95,220.00	111,090.00	114,264.00	117,438.00
11	34,430.00	51,645.00	68,860.00	86,075.00	89,518.00	91,583.80	92,961.00	95,026.80	103,290.00	120,505.00	123,948.00	127,391.00
12	37,120.00	55,680.00	74,240.00	92,800.00	96,512.00	98,739.20	100,224.00	102,451.20	111,360.00	129,920.00	133,632.00	137,344.00
13	39,810.00	59,715.00	79,620.00	99,525.00	103,506.00	105,894.60	107,487.00	109,875.60	119,430.00	139,335.00	143,316.00	147,297.00
14	42,500.00	63,750.00	85,000.00	106,250.00	110,500.00	113,050.00	114,750.00	117,300.00	127,500.00	148,750.00	153,000.00	157,250.00

Household/ Family Size	200%	225%	250%	275%	300%	325%	350%	375%	400%	500%	600%	700%
1	30,120.00	33,885.00	37,650.00	41,415.00	45,180.00	48,945.00	52,710.00	56,475.00	60,240.00	75,300.00	90,360.00	105,420.00
2	40,880.00	45,990.00	51,100.00	56,210.00	61,320.00	66,430.00	71,540.00	76,650.00	81,760.00	102,200.00	122,640.00	143,080.00
3	51,640.00	58,095.00	64,550.00	71,005.00	77,460.00	83,915.00	90,370.00	96,825.00	103,280.00	129,100.00	154,920.00	180,740.00
4	62,400.00	70,200.00	78,000.00	85,800.00	93,600.00	101,400.00	109,200.00	117,000.00	124,800.00	156,000.00	187,200.00	218,400.00
5	73,160.00	82,305.00	91,450.00	100,595.00	109,740.00	118,885.00	128,030.00	137,175.00	146,320.00	182,900.00	219,480.00	256,060.00
6	83,920.00	94,410.00	104,900.00	115,390.00	125,880.00	136,370.00	146,860.00	157,350.00	167,840.00	209,800.00	251,760.00	293,720.00
7	94,680.00	106,515.00	118,350.00	130,185.00	142,020.00	153,855.00	165,690.00	177,525.00	189,360.00	236,700.00	284,040.00	331,380.00
8	105,440.00	118,620.00	131,800.00	144,980.00	158,160.00	171,340.00	184,520.00	197,700.00	210,880.00	263,600.00	316,320.00	369,040.00
9	116,200.00	130,725.00	145,250.00	159,775.00	174,300.00	188,825.00	203,350.00	217,875.00	232,400.00	290,500.00	348,600.00	406,700.00
10	126,960.00	142,830.00	158,700.00	174,570.00	190,440.00	206,310.00	222,180.00	238,050.00	253,920.00	317,400.00	380,880.00	444,360.00
11	137,720.00	154,935.00	172,150.00	189,365.00	206,580.00	223,795.00	241,010.00	258,225.00	275,440.00	344,300.00	413,160.00	482,020.00
12	148,480.00	167,040.00	185,600.00	204,160.00	222,720.00	241,280.00	259,840.00	278,400.00	296,960.00	371,200.00	445,440.00	519,680.00
13	159,240.00	179,145.00	199,050.00	218,955.00	238,860.00	258,765.00	278,670.00	298,575.00	318,480.00	398,100.00	477,720.00	557,340.00
14	170,000.00	191,250.00	212,500.00	233,750.00	255,000.00	276,250.00	297,500.00	318,750.00	340,000.00	425,000.00	510,000.00	595,000.00

EXHIBIT E

MEDICOUNT MANAGEMENT, INC. WRITE-OFF POLICY

Revenue Cycle Management requires that claim receivables be written off after certain procedures have been followed. Following are Medicount Management, Inc.'s (MMI) guidelines for writing off a claim. Please note, writing off a claim is considered the last resort as uncollectible claims serve neither party.

A patient account will be written off if the following criteria are met:

1. **If all three:** No name, no address, no phone - write off immediately.
2. The account is submitted to a collection agency.
3. The patient account has gone through MMI's claims processing procedures:
 - a. Attempt to obtain patient insurance information from the hospital; electronically, face sheets, spreadsheets.
 - b. Run the patient through MMI's hospital patient database and all other available databases.
 - c. Send registration letter to patient requesting insurance information.
 - d. Attempt to contact the patient by telephone.
 - e. Send patient three (3) statements.
 - f. If any statements are returned, try to determine patient's correct address. If not available, no further statements need be sent.
 - g. Patient's insurance (primary, secondary, other) has paid out the maximum allowable under all policies and guidelines and no further amount is due.
 - h. The patient has not entered into an approved financial hardship plan.
 - i. If the balance is less than \$30 and "a" to "h" above have been met.

EXHIBIT F



CMS Signature Requirements

For medical review purposes, Medicare requires that services provided/ordered be authenticated by the author. The method used shall be a hand written or an electronic signature. Stamp signatures are not acceptable.

HANDWRITTEN SIGNATURE

A handwritten signature is a mark or sign by an individual on a document to signify knowledge, approval, acceptance or obligation.

- If the signature is **illegible**, ACs, MACs, PSCs, ZPICs and CERT shall consider evidence in a signature log or attestation statement to determine the identity of the author of a medical record entry.
- If the signature is **missing from an order**, ACs, MACs, PSCs, ZPICs and CERT **shall disregard the order** during the review of the claim.
- If the signature is **missing from any other medical documentation**, ACs, MACs, PSCs, ZPICs and CERT shall accept a signature attestation from the author of the medical record entry.

SIGNATURE LOG

A signature log lists the typed or printed name of the author associated with initials or an illegible signature. The signature log might be included on the actual page where the initials or illegible signature are used or might be a separate document. The provider should also list his/her credentials in the log.

SIGNATURE ATTESTATION STATEMENT

An attestation statement may be submitted to authenticate an illegible or missing signature on medical documentation. In order to be considered valid for Medicare medical review purposes, an attestation statement must be signed and dated by the author of the medical record entry and must contain sufficient information to identify the beneficiary.

Reviewers will consider all attestations that meet CMS requirements regardless of the date the attestation was created, except in those cases where the regulations or policy indicate that a signature must be in place prior to a given event or a given date.

The following page contains an acceptable form that suppliers may use as an attestation statement. However, CMS and CGS are neither requiring nor instructing suppliers to use this form or format.

ELECTRONIC SIGNATURES

Due to the potential for misuse or abuse with alternate signature methods, providers should use a system and software products which are protected against modification, etc., and should apply administrative procedures which are adequate and correspond to recognized standards and laws. The individual whose name is on the alternate signature method and the provider bears the responsibility for the authenticity of the information being attested to.

Please refer to the CMS Pub. 100-08, *Medicare Program Integrity Manual*, Chapter Three – Section 3.3.2.4 for additional information concerning signature requirements.



Revised August 8, 2013.
© 2013 Copyright, CGS Administrators, LLC.





The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Jessica Greene
DATE PREPARED:	4/29/2024
COUNCIL MEETING DATE:	May 7, 2024
AGENDA TITLE:	A Resolution Authorizing the City Manager to Sign a 12-month Contract Totaling \$99,996.00 with NextStep Networking to Provide Information Technology Field Staff Support, with an Annual Renewal Option with a 3% Increase. (Jessica Greene, Assistant City Manager)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	\$99,996.00
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	Jessica Greene

DISCUSSION:

Our full-time Information Technology Technician resigned in early March 2024. After analyzing our IT needs, we determined that our current staff does not have the expertise to manage an IT staff role. The IT role we had from 2022-2024 was a new position, and we struggled with the scale and scope of roles for this role.

With this vacancy, we explored our options with NextStep, our long-term IT support services provider, and learned that they have a field staff model.

In this model, a FT staff person is assigned to our offices but they are an employee of NextStep. NextStep will provide ongoing training, ensure proper Licensure, and provide the salary and benefit package for this staff member.

City staff had an opportunity to interview the Field Staff applicant and were impressed with the skill set presented. We recommend entering into this Field Staff Contract agreement for this new position.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A 12-MONTH CONTRACT TOTALING \$99,996.00 WITH NEXTSTEP NETWORKING TO PROVIDE INFORMATION TECHNOLOGY FIELD STAFF SUPPORT, WITH AN ANNUAL RENWAL OPTION WITH A 3% INCREASE.

WHEREAS, the City of Oxford has contracted with NextStep for over 25 years to provide information technology support; and

WHEREAS, the City has a vacancy in an IT technician role and has determined that the supervision and support for this role cannot be supported by current staff members; and

WHEREAS, NextStep Networking provides a Field Staff model in which they assign a full-time staff member to the City of Oxford and provide all salaries, benefits, training, and supervision for this staff member; and

WHEREAS, The City of Oxford has determined that it needs a full-time, on-site IT support model to provide consistent operations; and

WHEREAS, the City Manager and the Assistant City Manager recommend entering into a 12-month contract with NextStep Networking totaling \$99,996.00 to provide information technology field staff support.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: Council hereby accepts the recommendation of the City Manager and the Assistant City Manager and authorizes the City Manager to sign a 12-month contract with NextStep Networking totaling \$99,996.00 to provide information technology field staff support.

SECTION 2: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)



City of Oxford | 2024 - 2025 Field Staffing | Peter Macklin

Prepared for **City Of Oxford**

By Matt Worthen | mworthen@nextstepnetworking.com

Valid until Saturday, May 11, 2024

*This proposal is subject to the Field Staffing MSA provided outside of this document.

Notes:

Client requests 3% cap for renewal costs after year one (1).

Factors that impact renewal increase:

- Insurance
- Software expenses
- General operating & management expenses
- 3rd party provider costs to NextStep

					\$8,333.00	
Product			Quantity		Price	Amount
	Field Staffing IT Support Specialist Field Staff Peter		Monthly x 12		\$8,333.00	\$8,333.00
	Macklin Contract Tentative Date Range: 6/1/24 - 5/31/25		1			

One Off	\$0.00
Monthly 	\$8,333.00
Shipping	\$0.00
Tax	\$0.00
Total	\$8,333.00



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Service
PREPARED BY:	Mike Dreisbach
DATE PREPARED:	4/29/2024
COUNCIL MEETING DATE:	May 7, 2024
AGENDA TITLE:	A Resolution Authorizing the City Manager to Enter Into an Agreement with Parkson Corporation for the Purchase of Specified Equipment Listed in the Rebuild Spec Sheet (#PO20011103) at a Cost Not to Exceed \$100,995.00. with a Contingency of \$10,000.00 for a Total Not to Exceed \$110,995.00. (Michael Dreisbach, Service Director)
COUNCIL GOAL AREA:	Essential Operations
BUDGETED AMOUNT:	\$90,000 + \$100,000
ACCOUNT CODE:	320.830.69159 + 332.831.71120
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	MBD 4/29/24

DISCUSSION:

The City of Oxford 2024 Capital Improvement Fund and Capital Equipment Fund have appropriations for the rebuilding of a 29' Aqua Guard Bar Screen at the City's wastewater treatment plant. The existing unit was installed in the 1990's and is nearing the end of its useful service life. This equipment is at the front end of the Plant and used 24 hours per day, seven days per week in Plant operations to remove inorganics from the waste stream prior to biological treatment.

This is very specialized equipment and there is only one source available for the new rack and screen parts. A copy of Parkson Corporation's Sole Source letter is attached to this report. While this is a significant purchase, the specifications were not publicly bid as we would only receive one bid from Parkson Corp. This procedure was reviewed with our current Auditor who advised to forego advertising, but to obtain a Resolution from City Council authorizing the purchase.

Staff is requesting funds for the purchase of materials only. We will work with local contractors to install the new parts and utilize a greater economy of scale by bundling this project with other projects at the

Plant. Staff recommends the City Council authorize the City Manager to enter into an agreement with Parkson Corporation for the purchase of parts noted on Rebuild Spec Sheet # P020011103 at a cost of \$100,995.00. Staff is requesting a 10% contingency of \$10,000 for a total not to exceed amount of \$110,995.00.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARKSON CORPORATION FOR THE PURCHASE OF SPECIFIED EQUIPMENT LISTED IN THE REBUILD SPEC SHEET (#PO20011103) AT A COST NOT TO EXCEED \$100,995.00 WITH A CONTINGENCY OF \$10,000.00 FOR A TOTAL NOT TO EXCEED \$110,995.00.

WHEREAS, the 2024 Capital Improvement Fund and Capital Equipment Fund have appropriations for the rebuilding of a 29' Aqua Guard Bar Screen; and

WHEREAS, the existing unit was installed in the 1990's and is nearing the end of its useful service life. This equipment is at the front end of the Plant and used 24 hours per day, seven days per week in Plant operations to remove inorganics from the waste stream prior to biological treatment.; and

WHEREAS, Parkson Corporation has provided a Sole Source Letter for this purchase, and the City's current Auditor has advised that the City may proceed with the procurement of these materials without competitive bidding so long as a Resolution of City Council has been approved; and

WHEREAS, the City Manager and the Service Director recommend City Council authorize the City Manager to enter into an agreement with Parkson Corporation for the purchase of specified equipment listed in the rebuild spec sheet #PO20011103 at a cost not to exceed \$100,995.00 with a contingency of \$10,000.00 for a total not to exceed \$110,995.00.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY RESOLVES THAT:

SECTION 1: Council accepts the recommendation of the City Manager and the Service Director and accepts the purchase of specified equipment provided by Parkson Corporation at a cost not to exceed \$100,995.00 with a contingency of \$10,000.00 for a total not to exceed \$110,995.00.

SECTION 2: Council further authorizes the City Manager to enter into an agreement with Parkson Corporation for the purchase of specified equipment listed in the rebuild spec sheet #PO20011103 at a cost not to exceed \$100,995.00 with a contingency of \$10,000.00 for a total not to exceed \$110,995.00 which has been appropriated in the 2024 budget.

SECTION 3: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)



1401 West Cypress Creek Road
Suite 100
Fort Lauderdale FL 33309-1969
Phone 1.888.PARKSON
Fax 954.974.6182

Page 1

Sole Source Letter

To:	Patrick Boughen	Date:	April 2, 2024
Company:	City of Oxford, OH	From:	Richard Musante
Tel:		Tel:	814-659-1214
Fax:		Fax:	
Email:	pboughen@cityofoxford.org	Email:	rmusante@parkson.com
# Pages:	1	Cc:	Scott Myers - HPT
Subject:	Product – Parkson Aquaguard Element Screen Serial Number P020011102		

This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for OEM replacement parts.

Please note that this letter is valid as of the date of the letter. Reconfirmation should be obtained after a period of six (6) months from the date hereof.

If I can be of further assistance or should you have any questions, please feel free to contact me.

Sincerely,

Parkson Corporation

Fort Lauderdale ♦ Chicago ♦ Kansas City ♦ Denver

www.parkson.com
technology@parkson.com

Rev 6 AF-008

**CORPORATE OFFICE**

1401 W. Cypress Creek Rd., Ste. 100
Fort Lauderdale, FL 33309
Phone 954.974.6610
Fax 954.974.6182



Quotation

NUMBER:	B02011720	DATE:	3-25-2024
TO:	Oxford WWTP 501 McKee Ave. Oxford, OH Attn: Patrick Boughen Tel: Fax: E-Mail: pboughen@cityofoxford.org	REF.:	Project Name: Oxford WWTP Project Location: Oxford, OH Original Serial #: AG-1928 A&B Rebuild #: P020011103 Specification Sec.: n/a

Parkson Corporation proposes the reconditioning of your existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and is pleased to provide this **Rebuild/Retrofit Quotation** for the following:

ITEM 1 AQUA GUARD SELF-CLEANING BAR/FILTER SCREEN

# Existing Units:	2
Unit #:	P020011103 & 02
Model:	AG-MN-T

1.A Existing Equipment:

Description

Screen Width:	22.5 in
Solids Discharge Height:	29 ft.
<i>[as measured from the bottom of the channel to the discharge point]</i>	
Screen Angle:	85 °
Screen Opening:	6 mm
Application / Industry:	Municipal

Materials of Construction

Elements:	high impact polycarbonate alloy
Frame:	304 SS
Conveyor Chain:	304/410
Filter Element Shafts:	304 SS
Side Plate:	high impact phenolic



1.B The following parts are recommended for replacement on one (1) unit:

Oxford, H	B02011720
P0200111103, RB AG-1928	
AG-MN-T(85), 22.5" x 29', 6mm, 304ss	
<u>Item Description</u>	<u>Quantity</u>
Upper Guide Rail, 304ss	2
Upper Guide Rail Mounting Spacer, 304ss	6
Lower Guide Rail, 304ss	2
Lower Guide Rail Mounting Spacer, 304ss	4
<u>Screen Assembly, 4 ft sections</u>	
Filter Shaft, Hollow	202
Filter Element, 6mm	4669
Conveyor Chain	404
Side Plate	404
Washer	404
Snap Ring	404
Guide Rail Assembly, 304ss AS/OH,	0
Filler Plate	0
Rotating UltraBrush	0
Front Seal Components	0
Discharge Pan Seal	0
Side Seal, Brush/Neoprene	0
Flange Bearing, Brush	0
Pillow Block, Take-up	0
Flange Bearing, Drive shaft	0
Bushing,	0
Bushing,	0
Sprocket, Brush	0
Sprocket, Drive shaft	0
#40 Chain with Master Link	0
Chain Tightener	0
Hardware,	0
Nameplates & Labels Set	1



ITEM 2 OFFERINGS - PURCHASE PRICE

2.A Parkson Certified On-site Partial Rebuild with OEM Parts & Technicians (Per Unit) \$117,195.00 USD

1. To ensure work site safety, customer/owner is responsible for removing unit from the channel, placing unit on a level surface, thoroughly cleaning, pressure washing, disinfecting the unit, and reinstalling unit in channel.
2. All parts listed in [1B] above.
3. Parts will be shipped F.O.B. Factory, freight included to jobsite.
4. Removal and installation of the unit in the channel is excluded.
5. Work performed by Parkson authorized field technicians, who will test run equipment at completion of rebuild.
6. Taxes excluded.

Rebuild / Start-Up Assistance - Included

Parkson will furnish one certified crew as required to rebuild unit, provide start-up and operator training. Dates of service to be scheduled upon receipt of Buyer's written request.

Additional start-up service can be purchased for \$1,260 per day plus travel and living expenses.

ITEM 3 OPTIONS FOR EXISTING UNIT(S) ONLY

1. Parts Only Option - No Parkson Field Service. All Parts Listed In 1.b Above. Freight Included. 90 Day Warranty Only..... DEDUCT..... \$16,200.00 USD

ITEM 4 SCHEDULE, VALIDITY, PAYMENT TERMS

4.A Schedule

- Submittal Phase not required on this project.
- Parts availability: 10-14 weeks following receipt of acceptable written Purchase Order. The Parkson Project Manager will coordinate shipment of the unit to and from the factory with the customer for factory rebuilds.
- Field/on-site rebuild is expected to occur approximately [4-6] weeks after all replacement parts are delivered to the jobsite, subject to mutually approved scheduling. (Prior commitments may dictate schedule variations). However, in no event shall Parkson be the sole cause of delaying the scheduled start of the rebuild more than [90] days after parts delivery.

4.B Validity:

Price is valid for thirty (30) calendar days from Quotation date, for shipment of Equipment within the timetable stated above.



4.C Payment Terms:

90% net 30 days upon shipment of parts or unit (if factory option) to site, 10% upon rebuild completion, not to exceed 90 days after shipment of parts should rebuild be delayed by other than Parkson. Payment terms for parts only without any factory labor or field service is 100% net 30 days from shipment.

ITEM 5 WARRANTY, DRAWINGS & MANUALS

5.A Mechanical Warranty:

1. As defined in Section XVI (see attached link under terms and conditions) Standard Conditions of Sale, Parkson offers a one (1) year mechanical warranty for all new parts installed on the Aqua Guard screen by a) factory certified rebuild, b) on-site certified rebuild, or c) on-site supervised, certified rebuild.
2. Installation labor of parts or parts not ordered as part of a rebuild package have a 90-day warranty.

5.B Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

- | | |
|------------------------|--------------|
| 1. Approval Drawings: | Not required |
| 2. Certified Drawings: | Not required |
| 3. IO&M Manuals: | Not required |

TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: <http://www.parkson.com/files/documents/Sales-conditions.pdf>

PATENTS:

The Equipment and/or process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

CLARIFICATIONS AND EXCEPTIONS:

Parkson is not in receipt of any plans and specifications. The equipment quoted above is based upon Parkson's current standards and may or may not comply with any specification that may exist. Parkson reserves the right to revise this quotation upon receipt of any plans and specifications.



BUYER / OWNER RESPONSIBILITY UNLESS OTHERWISE STATED:

Getting the Unit ready for the Rebuild/Retrofit

- Upon disassembly on-site, if any unforeseen parts or structural repairs are discovered, Parkson Corporation will notify the customer prior to commencement of any repairs which will be beyond the originally quoted scope. The costs for these items and any time extension will be added to the scope of work.
- Removal and installation of Aqua Guard unit in channel, includes and is not limited to:
 1. High pressure washing of the unit / removal of all solids. Additional charges and delays will occur if it is necessary for our crew / factory to send equipment out for cleaning and solids disposal.
 2. Disassembling from adjoining equipment / electrical / controls.
 3. Disconnecting shower water connections and water supply.
 4. Disconnecting controls / electrical connection and interconnecting wiring removal (including any of the following, but not limited to: E-stop button, solenoids, motors, interlock switches, wiring and conduit from each unit-mounted electrical device to a terminal box or control panel).
 5. Removing piping connections, platforms, gratings and railings unless stated otherwise.
 6. Removing any other auxiliary equipment or service not detailed above.
- Readiness of the equipment before requesting [rebuild or start-up] service. Non-readiness may result in additional charges.

Getting the Site ready for the Rebuild/Retrofit (Personnel Safety is of utmost importance)

- Provide a safe work area around the equipment.
 7. If the rebuild is performed with the unit in the channel; customer/owner to cover the channel with minimum $\frac{3}{4}$ " plywood and ensure it is properly secured.
 8. If unit is tilted out of the channel customer/owner to supply a brace (spanning the channel) sufficient enough to support the weight of the unit while it is being rebuilt.
 9. Whenever possible, unit should be staged away a safe distance away from any currently utilized equipment and/or work areas.
- Provide proper ventilation inside the building
- Care and storage of rebuild components upon receipt at customer site.
- Unloading of replacement parts when they arrive on site.
- Delivered material needs to be stored at the same elevation and within 10 feet of the screen (if applicable)
- Redirect channel flow.
- Provide clean, dry channel.
- Old parts weighing 50 lbs or more should be loaded on a customer supplied forklift (or equal) in order to place them in a customer supplied dumpster.

Customer must Provide:

- At a minimum a forklift and possibly a crane / hoist.
- Manlift, ladders



- Dumpster for all old parts [on-site rebuild only].

NOTE REGARDING CA PREVALING WAGES: Parkson, as the original equipment manufacturer, will be servicing/reconditioning its own proprietary equipment, which service may contain our proprietary trade secrets and knowhow. No craft or trade would be appropriate for apprentices related to this work. If the awarding body requires apprenticeship coverage, then Parkson would need to amend its quoted pricing and completion time.

- Please return one signed copy of this quotation and Purchase Order to Parkson Corporation at the address below. Refer to this quotation, date, and related correspondence.

Issued By: Carlos Robaina

Accepted By: (Herein called the Buyer)

PARKSON CORPORATION

1401 West Cypress Creek Road, Ste. 100
Fort Lauderdale, FL 33309

Name: Richard Musante
Title: Mid-West Regional Sales Manager
Phone: 814-659-1214
E-Mail: rmusante@parkson.com

Title:
Date:

Date: 3-25-2024

Local Rep: Scott Myers
Henry P. Thompson Co., Inc
101 Main Street, Suite 300
Milford, OH 45150-1121
P: (513) 807-7256
E: smyers@hpthompson.com

10/6/23 CMH



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	Service
PREPARED BY:	Mike Dreisbach
DATE PREPARED:	4/29/2024
COUNCIL MEETING DATE:	May 7, 2024
AGENDA TITLE:	An Ordinance Authorizing the City Manager to Enter Into an Easement Agreement Between the City of Oxford and Duke Energy Ohio, Inc. for Construction of the Butler County Regional Transit Authority's New Transportation Facility's Electrical Infrastructure as Set Forth in Exhibit "A" Attached Hereto. (Michael Dreisbach, Service Director)
COUNCIL GOAL AREA:	Safe and Efficient Travel for All Modes of Transportation
BUDGETED AMOUNT:	N/A
ACCOUNT CODE:	N/A
RECOMMENDATION:	Approve
CITY MANAGER/DEPT HEAD APPROVAL:	MBD 4/29/24

DISCUSSION:

The City has previously granted easements (ingress/egress & construction) to Miami University and Butler County Regional Transit Authority (BCRTA) for construction of the RTA's new transportation facility on S. Main St. in proximity to the City's Police Impound Lot and Streets & Maintenance facility.

BCRTA has now requested an easement required by Duke Energy Ohio, Inc. (Duke) along S. Main St. The requested 32' wide easement would allow Duke to install poles, conductors, guide wires, transformers, and other infrastructure to serve the new BCRTA facility. There is an existing easement at this location for electric infrastructure, but it does not meet the current Duke standard of a 32' wide easement.

References to "The Village of Oxford" shall be changed to "The City of Oxford" in the recorded documents.

Staff recommends the City Council approve this Ordinance authorizing the City Manager to sign and record all documents necessary to grant the requested easement to Duke Energy Ohio, Inc.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EASEMENT AGREEMENT BETWEEN THE CITY OF OXFORD AND DUKE ENERGY OHIO, INC. FOR CONSTRUCTION OF THE BUTLER COUNTY REGIONAL TRANSIT AUTHORITY'S NEW TRANSPORTATION FACILITY'S ELECTRICAL INFRASTRUCTURE AS SET FORTH IN EXHIBIT "A" ATTACHED HERETO.

WHEREAS, The City of Oxford is the owner of parcel #H4000115000016 in the area of 945 S. Main Street; and

WHEREAS, the requested 32' wide easement would allow Duke Energy to install poles, conductors, guide wires, transformers, and other infrastructure to serve the new BCRTA facility; and

WHEREAS, the City Manager and the Service Director recommend Council authorizes the City Manager to enter into an easement agreement between the City of Oxford and Duke Energy for construction of the Butler County Regional Transit Authority's new transportation facility's electrical infrastructure as set forth in Exhibit "A" attached hereto.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY ORDAINS THAT:

SECTION 1: Council hereby accepts the recommendation of the City Manager and the Service Director and further authorizes the City Manager to enter into an easement agreement between the City of Oxford and Duke Energy for construction of the Butler County Regional Transit Authority's new transportation facility's electrical infrastructure as set forth in Exhibit "A" attached hereto.

SECTION 2: Council further directs the Clerk of Oxford City Council to cause the same to be recorded with the Butler County, Ohio Recorder's Office.

SECTION 3: This ordinance shall take effect at the earliest time allowed by law.

MAYOR

ADOPTED:

ATTEST:

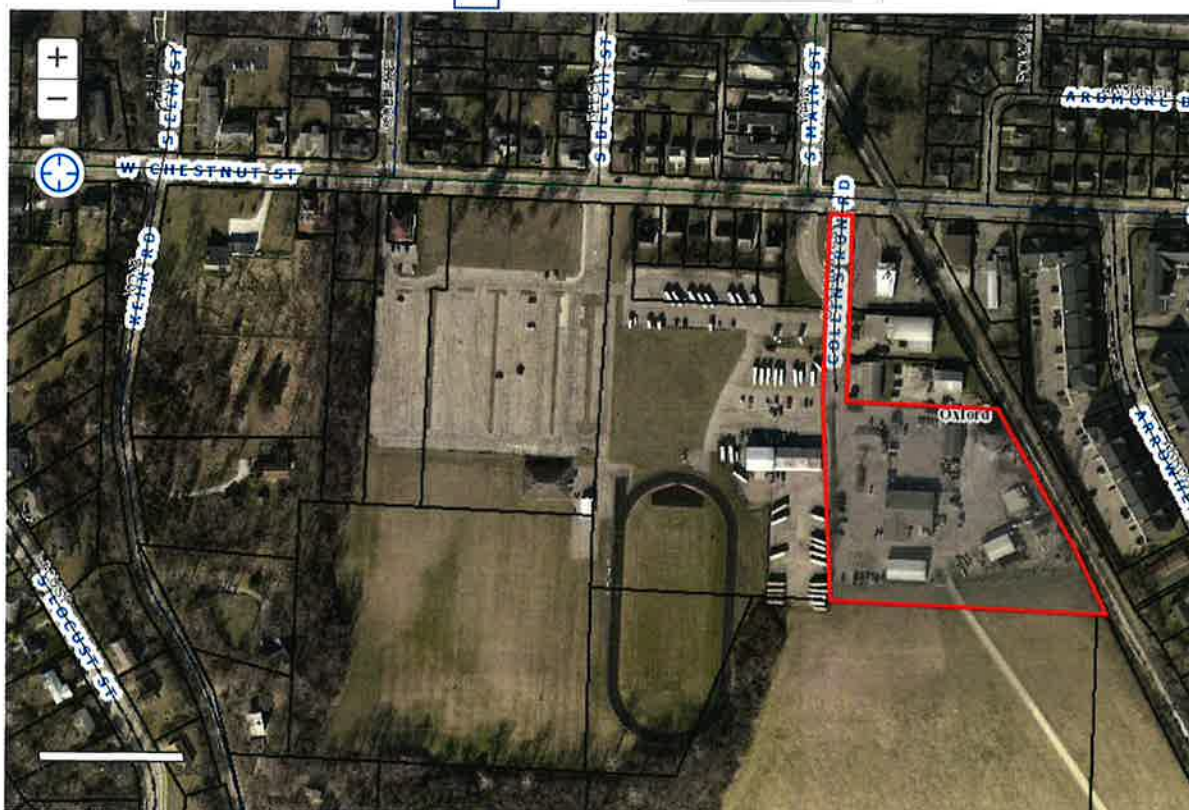
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)

- Profile
- Transfers
- Board of Revision
- Residential
- Manufactured Homes
- Commercial
- Out Buildings
- Permits
- Land
- Photos
- Tax Distribution
- Tax Summary
- Sketch
- Value History
- Maps
- Pictometry
- Special Assessments

- enter a parcel id -



Property Records

Profile

Transfers

Board of Revision

Residential

Manufactured Homes

Commercial

Out Buildings

Permits

Land

Photos

Tax Distribution

Tax Summary

Sketch

Value History

Maps

Pictometry

Special Assessments

PARID: H4000115000016

VILLAGE OF OXFORD

945 S MAIN ST

1 of 1

[Return to Search Results](#)**Parcel**

Parcel Id	H4000115000016
Address	945 S MAIN ST
Building/Unit #	
Class	EXEMPT
Land Use Code**	640 E - EXEMPT PROPERTY OWNED BY MUNICIPALS
Neighborhood	90016003
Total Acres	4.7700
Taxing District	H40
District Name	OXFORD TWP-O CORP-C L/TWND CSD
Gross Tax Rate	73.6
Effective Tax Rate	0
Non Business Credit	N/A
Owner Occupied Credit	N/A

****Land Use Code is for Auditor assessment purposes only. It is not a true representation of legal zoning designation. For more information on zoning and legal property usage, please contact the local zoning department.**

Dwelling

Year Built	
Stories	
Construction	
Basement	
Bedrooms	
Full Baths	
Half Baths	
Above Grade Living Area (Sq. Ft.)	
Finished Basement (Sq. Ft.)**	
Total Living Area (Sq. Ft.)	

****Finished Basement may be an estimate.**

Current Value

Land (100%)	\$317,360
Building (100%)	\$412,930
Total Value (100%)	\$730,290
CAUV	\$0
Assessed Tax Year	2023
Land (35%)	\$111,080
Building (35%)	\$144,530
Assessed Total (35%)	\$255,610

Incentive District Parcels [What is this?](#)

Parcel identifier	Value Type	value
H4000115000016	Base Parcel	730,290
	Total Value	730,290

Homestead Credits [How do I qualify?](#)

Owner Occupied Credit	NO
Disabled Veteran Exemption	NO
Homestead Exemption	NO

CAUV & Agricultural District [What is this?](#)**Actions**

- [Printable Summary](#)
- [Printable Version](#)

Reports

- [Mailing List Export](#)
- [Csv/Buffer Export](#)
- [Property Report Card](#)

Go

Links

- [\\$ Pay My Tax Bill](#)
- [Tax Code Definitions](#)
- [Special Assessment Project Codes](#)
- [Pending Specials](#)
- [Land Use/Land Type/Sketch Code](#)
- [Commercial Structure Codes](#)
- [Tax Calculator](#)
- [Transfer & Conveyance Fee Calculator](#)

CAUV	NO
Agricultural District	NO

Owner and Legal [Future ?](#)

Owner 1	VILLAGE OF OXFORD
Owner 2	
Legal 1	716 SE PT
Legal 2	
Legal 3	
Future	

Taxbill Mailing Address [Can I change my mailing address?](#)

Mailing Name 1	
Mailing Name 2	
Address 1	
Address 2	
Address 3	

Butler County Auditor
130 High Street
Hamilton, OH 45011
Map Location

Board of Commissioners

Office Hours
8 AM-4:30 PM Mon. - Fri.

Conveyance Desk
closes daily at 3:30 PM

Phone: 513-887-3154

Prepared by: Duke Energy Ohio, Inc.
Return to: Duke Energy Ohio, Inc.
Attn: Michelle Sechman
1000 E Main St
Mail Code: WP989
Plainfield, Indiana 46168

Parcel # H4000115000016

EASEMENT

State of Ohio
County of Butler

THIS EASEMENT ("**Easement**") is made this ____ day of _____ 20____, from **THE VILLAGE OF OXFORD**, an Ohio municipal corporation ("**Grantor**", whether one or more), to **DUKE ENERGY OHIO, INC.**, an Ohio corporation ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in Section 27, Township 5, Range 1 East, Butler County, State of Ohio; being part of lot One (1); and being a part of a tract as recorded in **Deed Book 432, Page 169**, in the Office of the Recorder of Butler County, Ohio ("**Property**").

The Facilities shall be overhead, except as needed on or under the ground to support the overhead Facilities, and located in, upon, over, along, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty-two feet (32') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Grantor shall retain the right to use the Easement Area in any manner provided such use is not inconsistent with the rights granted herein to Grantee.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

THE VILLAGE OF OXFORD
an Ohio municipal corporation

Signed Name

Printed Name

Title

_____ OF _____

COUNTY OF _____

This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this _____ day of _____, 20____ by _____, as _____ of THE VILLAGE OF OXFORD, a(n) municipal corporation organized under the laws of Ohio, on behalf of such municipal corporation.

SEAL:



Signed: _____

Printed or Typed Name: _____

Commission expires: _____

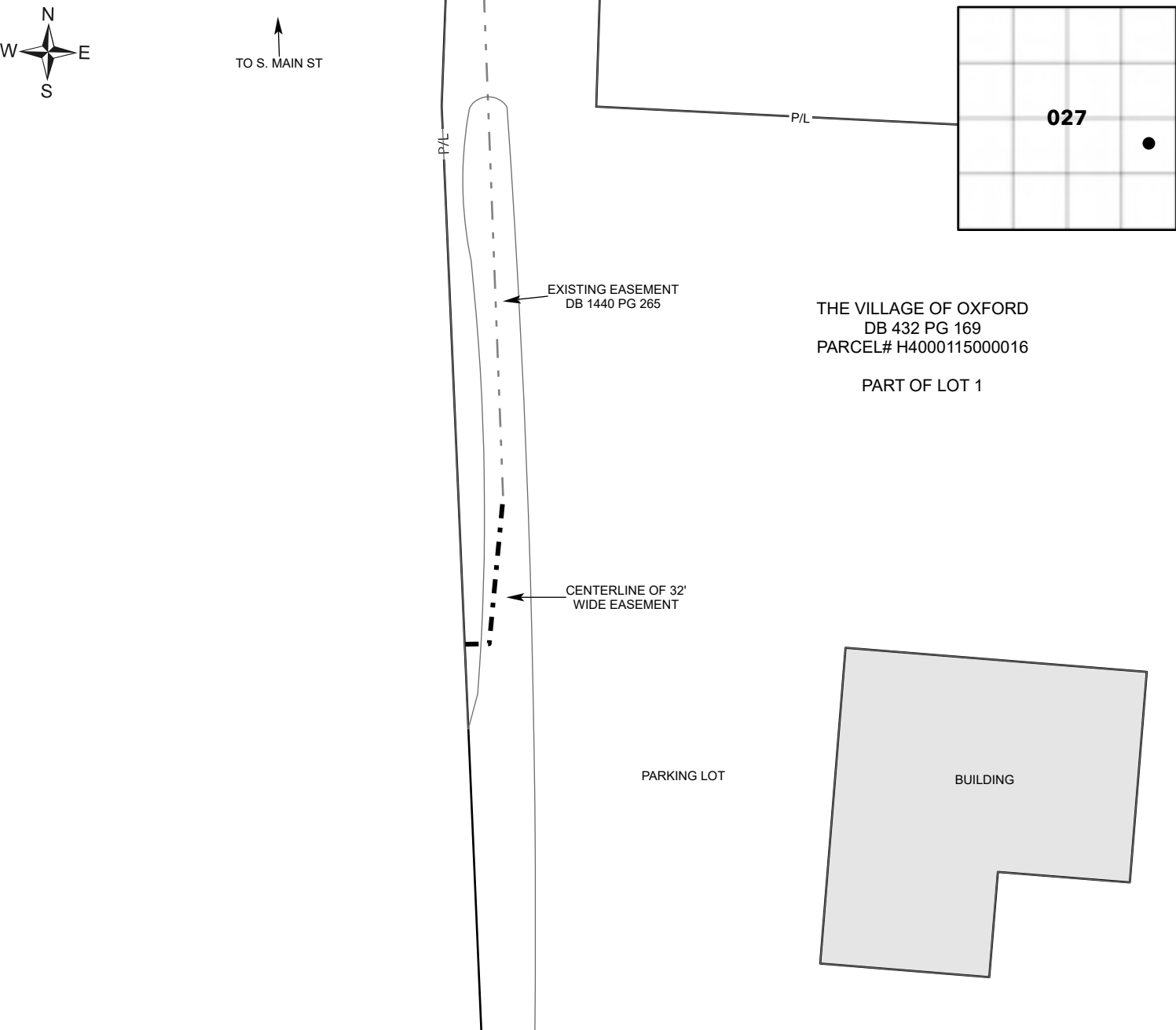
My County of Residence: _____

My Commission Number: _____

This instrument was prepared by Janice L. Walker, Attorney-at-Law, 139 E. 4th St., Cincinnati, OH 45202.

EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS



LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT

BUTLER COUNTY, OHIO

SITE NAME: SECTION 27, TOWNSHIP 5, RANGE 1E

	DR. ORC	EXHIBIT MAP OF: EASEMENT	
	CK. ORC	EXHIBIT MAP FOR: THE VILLAGE OF OXFORD	
	DATE: 3/6/2024	LOCATION: 945 S. MAIN ST., OXFORD, OH	WO# 52842500-30



The City of Oxford
(513) 524-5200
15 S. College Ave.
Oxford, OH 45056

STAFF REPORT

ORIGINATING DEPARTMENT:	City Manager
PREPARED BY:	Douglas Elliott
DATE PREPARED:	4/29/2024
COUNCIL MEETING DATE:	May 7, 2024
AGENDA TITLE:	An Ordinance Amending Section 1143.10 Uptown District Paragraph (b) Uses (1) Permitted Uses E. Sidewalk Uses By Adding 3.i. (Douglas Elliott, City Manager)
COUNCIL GOAL AREA:	
BUDGETED AMOUNT:	
ACCOUNT CODE:	
RECOMMENDATION:	Approval
CITY MANAGER/DEPT HEAD APPROVAL:	DRE

DISCUSSION:

The City of Oxford has permitted business owners in the Uptown District to utilize the public sidewalk in front of their business for “displays, counters, tables, chairs, umbrellas, and planters that are moveable” since 2007 or earlier. The use must allow at least 5 feet of open and unobstructed public sidewalk. Several residents and council members have expressed concerns regarding merchandise remaining outside for long periods of time and causing public safety issues. The proposed ordinance amendment would require all business owners in the Uptown District to remove merchandise from the public sidewalk when the store is closed.

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 1143.10 UPTOWN DISTRICT PARAGRAPH (b) USES (1) PERMITTED USES E. SIDEWALK USES BY ADDING 3.i.

WHEREAS, the City of Oxford permits retail stores in the Uptown District to utilize the public sidewalk for displays, counters, tables, chairs, umbrellas, and planters that are moveable; and

WHEREAS, this provision does not permit those items to be permanently displayed; and

WHEREAS, this provision requires no less than five (5) feet of open and unobstructed public sidewalk adjacent to the sidewalk use.

THE COUNCIL OF THE CITY OF OXFORD, OHIO, HEREBY ORDAINS THAT:

SECTION 1: Council accepts the recommendation of the City Manager and hereby amends Section 1143.10 Uptown District Paragraph (b) Uses (1) Permitted Uses E. Sidewalk Uses By Adding 3.

- i. Retail sales items shall be removed from the public sidewalk when the retail store is closed for business.

SECTION 2: This Ordinance shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: WILLIAM SNAVELY

PREPARED BY: LAW (STAFF)