

**CITY OF RENSSELAER
COMMON COUNCIL MEETING
WEDNESDAY EVENING
SPECIAL MEETING
JULY 29, 2024**

THE COUNCIL CONVENED AT 6:30PM AND WAS CALLED TO ORDER BY PRESIDENT DEFRANCESCO.

PUBLIC SPEAKERS: NONE

THE ROLL BEING CALLED, THE FOLLOWING ANSWERED TO THEIR NAMES:

ALDERPERSON: VANVORST
DAMBROSE
LEAHEY
KRETZSCHMAR
ENDRES
BURTON

EXCUSED:

CITY OFFICIALS IN ATTENDANCE: THOMAS HULIHAN, GENE HILSTRO, MAURINE FOWLER, JIM BRADY, DEP. CHIEF JOHN MOONEY

RESOLUTIONS: THERE WERE 8 RESOLUTIONS ON THE AGENDA THIS EVENING.
A MOTION WAS MADE BY ALDERPERSON ENDRES AND SECONDED BY ALDERPERSON LEAHEY TO TABLE RESOLUTION #8 "A RESOLUTION RELATING TO FINANCIAL INFORMATION REQUESTED BY THE COMMON COUNCIL."

VOTES TO TABLE REOLUTION #8:

AYES: VANVORST, DAMBROSE, LEAHEY, KRETZSCHMAR, ENDRES, BURTON

NOES:

PRESIDENT DEFRANCESCO DECLARED THIS MOTION DULY ADOPTED.

A MOTION WAS MADE BY ALDERPERSON VANVORST TO ADJOURN AT 6:45PM AND SECONDED BY ALDERPERSON LEAHEY.

VOTES TO ADJOURN:

AYES: VANVORST, DAMBROSE, LEAHEY, KRETZSCHMAR, BURTON AND ENDRES.

NOES:

PRESIDENT DEFRANCESCO DECLARED THIS MOTION DULY ADOPTED.

NEXT MEETING: AUGUST 7, 2024.



NANCY E. HARDT
City Clerk

CITY OF RENSSELAER

OFFICE OF THE CITY CLERK

CITY HALL
62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144

(518) 462-4266
Fax: (518) 462-0890

AGENDA SPECIAL COMMON COUNCIL MEETING JULY 29, 2024

1. RESOLUTION BY THE CITY OF RENSSELAER COMMON COUNCIL APPROVING AND ENDORSING THE CITY OF RENSSELAER IN ITS APPLICATION TO NYS HOMES AND COMMUNITY RENEWAL FOR FUNDING HOUSING ACTIVITIES RELATED TO INFRASTRUCTURE IN SUPPORT OF EXISTING HOUSING FOLLOWING A PUBLIC HEARING
2. A RESOLUTION ACCEPTING CSEA CONTRACT
3. A RESOLUTION TO APPROVE PURCHASE OF DOOR ACCESS UPGRADES AND MAINTENANCE AGREEMENT FROM SOLE SOURCE VENDOR UNDER NEW YORK STATE CONTRACT– LINSTAR – RENSSELAER POLICE DEPARTMENT
4. A RESOLUTION TO APPROVE PURCHASE OF TRUNARC PRODUCTS AND MAINTENANCE AGREEMENT FROM SOLE SOURCE VENDOR UNDER NEW YORK STATE CONTRACT– THERMO – RENSSELAER POLICE DEPARTMENT

5. A RESOLUTION TO APPROVE PURCHASE OF COMMUNICATIONS EQUIPMENT AND MAINTENANCE AGREEMENT FROM VENDOR UNDER NEW YORK STATE CONTRACT– MOTOROLA SOLUTIONS – RENSSELAER POLICE DEPARTMENT
6. A RESOLUTION TO APPROVE PURCHASE OF INTERVIEW ROOM PRODUCTS AND MAINTENANCE AGREEMENT FROM SOLE SOURCE VENDOR UNDER NEW YORK STATE CONTRACT– LINEAR SYSTEMS – RENSSELAER POLICE DEPARTMENT
7. A RESOLUTION TO APPROVE PURCHASE OF DASH CAM EQUIPMENT AND MAINTENANCE FROM VENDOR UNDER NYS CONTRACT/SOLE SOURCE- MOTOROLA SOLUTIONS-RENSSELAER POLICE DEPT.
8. A RESOLUTION RELATING TO FINANCIAL INFORMATION REQUESTED BY THE COMMON COUNCIL. Tabled by unanimous vote; see minutes.

Motion By :

COUNCIL AS A WHOLE

1

Seconded By :

RESOLUTION BY THE CITY OF RENSSELAER COMMON COUNCIL APPROVING AND ENDORSING THE CITY OF RENSSELAER IN ITS APPLICATION TO NYS HOMES AND COMMUNITY RENEWAL FOR FUNDING HOUSING ACTIVITIES RELATED TO INFRASTRUCTURE IN SUPPORT OF EXISTING HOUSING FOLLOWING A PUBLIC HEARING

WHEREAS, the City of Rensselaer desires to apply for financial assistance through the 2024 Consolidated Funding Application (CFA) as follows:

- Up to \$1.5 million for Housing Activities related to Infrastructure in Support of Existing Housing (targeted replacement of lead water supply laterals and plumbing in homes occupied by low- and moderate- income households in Census Block Groups 516.1 and 516.2); and

WHEREAS, THE City of Rensselaer Common Council is supportive of these efforts; and

WHEREAS, a Public Hearing is required to discuss the community and economic development needs of the City of Rensselaer, and to solicit public feedback about community development, housing, and infrastructure needs and to consider seeking one or more NYS Community Development Block Grant (CDBG) Program Applications during the FY 2024 CDBG funding cycle; and

WHEREAS, the City of Rensselaer Common Council scheduled and conducted a Public Hearing for July 29, 2024 at 6:30PM at Rensselaer City Hall for the purpose of hearing public comments on the City of Rensselaer's community development needs, and to discuss the possible submission Community Development Block Grant (CDBG) applications for Housing Activities related to Infrastructure in Support of Existing Housing; and

WHEREAS, following the Public Hearing the City of Rensselaer Common Council is supportive of the efforts of the City of Rensselaer to apply for financial assistance through the 2024 Consolidated Funding Application (CFA) for up to \$1.5 million for Housing Activities related to Infrastructure in Support of Existing Housing (targeted replacement of lead water supply laterals and plumbing in homes occupied by low- and moderate- income households in Census Block Groups 516.1 and 516.2);

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Rensselaer approves and endorses the 2024 Consolidated Funding Applications for Housing Activities related to Infrastructure in Support of Existing Housing.

Passed by the following vote of Common Members with voting recorded as follows:

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Andrew P. Kretzschmar	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Anne E. Burton	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	7 Aye	0 No	0 Abstain	0 Absent
Result	PASSED			

Approved as to form and sufficiency this 29th day of July, 2024

Paul J. Tanabe
Corporation Council

Michael Stammel
Mayor

I, Nancy Hardt, do hereby certify that resolution #1 was passed at a meeting of the Common Council held on July 29, 2024, and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

Nancy E Hardt

Nancy E. Hardt, City Clerk



2

By Alderperson : COUNCIL AS A WHOLE

Seconded by Alderperson : _____

A RESOLUTION ACCEPTING CSEA CONTRACT

WHEREAS, The City of Rensselaer and CSEA Local 1000 AFSME, AFL-CIO, City of Rensselaer Unit of Rensselaer County 842 (CSEA) have entered into a Memorandum of Agreement, and

WHEREAS, a copy of said Memorandum is annexed hereto,

NOW, THEREFORE, BE IT RESOLVED, that the City of Rensselaer hereby ratifies and accepts the Memorandum of Agreement annexed hereto.

Approved as to form and sufficiency this 29th day of July, 2024

Philip J. Zanone
Corporation Counsel

SO APPROVED!

Michael Stammel
Mayor

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Andrew P. Kretzschmar	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Anne E. Burton	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Result	PASSED			

*Package Proposal
for July 16, 2024*

CITY OF RENSSELAER

and

CSEA LOCAL 842

RENSCI.240041

The City of Rensselaer (the "City") offers this Package Proposal to CSEA for resolution of the negotiations for a successor Collective Bargaining Agreement for the term commencing August 1, 2024.

Any change to this Package by CSEA may necessitate modification of the City's offers.

1. Amend Article III, Section 3 to delete "social security number."
2. Amend Article VIII, Section 1 to delete the current language and replace as

follows:

Probationary Period: The probationary period for each title covered by this Agreement shall be in accordance with the Rensselaer County Civil Service Rules for Probationary Period(s).

3. Amend Article XI, Section 2, second paragraph to delete current language and replace as follows:

In the event that a husband and wife are both employees of the City and one is receiving health benefits from the City, the other spouse shall not be entitled to the buy-out option. Similarly, if a parent and child are both employees of the City and the parent is receiving health insurance benefits from the City which includes

coverage of the child/employee, the child/employee shall not be entitled to the buy-out option.

If a parent and child are both employees of the City and the parent is receiving the family health insurance buy-out from the City (which would have included coverage of the child/employee), the child/employee shall not be entitled to the buy-out option.

4. Amend Article XI to add a new section:

Section 4. For an employee who retires from City service and is subsequently hired back by the City, the City shall waive the negotiated health insurance contribution during employment (as per the 1976 Resolution regarding health insurance).

5. Amend Article XII, Section 1 to add Juneteenth as a holiday; further amend Article XII, at Section 2 to clarify the first sentence to read:

“All employees shall be required to work the regularly scheduled work day before and the regularly scheduled work day after a holiday in order to receive holiday pay.”

6. Amend Article XIII, Section 1 to add to end of 3rd full paragraph:

The employee must be dressed and ready to go out on the road, at commencement of the work day, to perform required job duties.

7. Amend Article XIII, Section 1, fifth paragraph, first sentence shall be deleted and replaced to read as follows:

A lunch period of three quarters of an hour (45 minutes) and a fifteen (15) minute break in the AM shall be provided.

8. Amend Article XIII, Section 5 to delete and replace with MOA of 6/3/21:

Overtime shall be implemented on a rotating basis within each job classification. No employee may unreasonably refuse to work overtime. In the absence of senior employees who request or accept overtime, overtime shall be assigned in inverse order of seniority.

Further Amend Article XIII at Section 5 to add:

When a supervisor is out on vacation or otherwise absent, the supervisor on-duty shall be responsible for calling out overtime.

9. Amend Article XIII, Section 7, to delete same in its entirety.



10. Amend Article XIII, Section 8, to modify as follows:

If an employee works a sixteen (16) hour shift, the employee will be allowed four (4) hours straight time compensatory time to be used and/or paid within the next two pay periods earned. Any additional time taken by the employee will be charged to leave accruals.

Any use of compensatory time must be scheduled and approved, in advance, by the Commissioner or the Commissioner's designee.

11. Article XIV, Section 4, shall be amended to add a definition for "qualifications" as follows:

Section 4. As used herein.

The following "qualification" factors shall be considered in determining which employee shall be selected, and where the Employer determines that factors (ii), (iii), (iv) and (v) are relatively equal, factor (i) shall govern: The "qualification" factors are (i) period of continuous service; (ii) ability to perform work; (iii) experience in the position and/or with the job duties of the position; (iv) attendance record for the prior three years; (v) review of Official Personnel File. Further, at the time of filling the job, the applicant employee must be in a full time work status, not absent due to Workers' Compensation or other long term absence.

12. Article XV, Section 1, shall be deleted and replaced in accordance with the MOA of 5/7/2021:

- Effective August 1, 2019, vacation time shall be credited each year on the employee's anniversary date.

- Employees must work twelve (12) months to be eligible to use the accruals.

13. Article XV, Section 5, shall be amended to increase the amount of time an employee can "cash in for unused vacation" from "up to ten (10) days" to "twelve" (12) days effective August 1, 2025.

14. Article XV, Section 1, shall be amended to add:

All employees shall be required to work the regularly scheduled work day before and the regularly scheduled work day after a vacation in order to receive the vacation pay. An employee who has an approved day off, such as



vacation, personal leave, or sick leave (Commissioner may require proof of such illness, or any unforeseen circumstance) on the scheduled work day before or scheduled work day after a vacation day shall receive the vacation pay.

15. Article XVII, Section 3, shall be amended to add:

- stepchild
- "step-parent"

to definition of "immediate family."

Further amend Section 3.a to add

- stepchild
- step-parent

16. Amend Article XVIII, Section 3 to add "Assistant Mechanic" in the first sentence; further amend to increase the cap from \$200.00 to \$300.00 effective 8/1/24. The mechanic and assistant mechanic must provide on an annual basis to the Commissioner an inventory of their personal tools.

- at Section 6 to delete same in its entirety
- at Section 9 to add: A lock will be placed on the "equipment locker." And only the Supervisor will have the key. Any items withdrawn from the equipment locker will require sign out for receipt of same, on a form established by the parties.
- And add a new Section:

10. NOTICE OF LEAVING CITY SERVICE: In the event an employee decides to leave City service, because of resignation or retirement, the employee must provide at least two (2) full weeks' notice [or any prior period of notice required by law].

17. Article XX, Section 7 shall be amended to

- Clarify title: Auto Mechanic

18. Amend Article XXII, Section 3, Binding Arbitration, first paragraph, to require simultaneous filing of the Demand for Arbitration: further, amend five(5) working days to read ten (10) working days.

(IMP)

E

19. Amend Article XXIV, FMLA Policy, in accordance with City Proposal #13.
20. Compensation: If agreement is reached on the above items:

Wages: Effective August 1, 2024: \$2.00/hour increase.

- Effective August 1, 2025: 2.0%
- Effective August 1, 2026: 2.0%
- Effective August 1, 2027: 2.0%

Longevity: Effective August 1, 2024 all steps will be increased from 21¢ per hour to 25¢ per hour: effective August 1, 2025 all steps will be increased to 30 cents per hour...with all longevity payments based upon COMPLETION OF THE ANNIVERSARY (i.e.: an additional 25¢ per hour...at the completion of the 4th year anniversary).



By Alderperson : _____ COUNCIL AS A WHOLE _____

#3

Seconded by Alderperson : _____

A RESOLUTION TO APPROVE PURCHASE OF DOOR ACCESS UPGRADES AND MAINTENANCE AGREEMENT FROM SOLE SOURCE VENDOR UNDER NEW YORK STATE CONTRACT- LINSTAR – RENSSELAER POLICE DEPARTMENT

WHEREAS, The City of Rensselaer Police Department is in need of door access upgrades compatible with the current door access system utilized by the Police Department, and per the attached quote from the sole source vendor, Linstar, for the amount of \$11,049.72 such upgrades can be achieved, with such amount to include a one year maintenance provision, and

WHEREAS, the Common Council has been advised that that such purchase is in the best interest of the City of Rensselaer, and that the City of Rensselaer Purchasing Agent is in possession of all necessary invoices and documentation concerning the purchase of the aforementioned Door Upgrades and that such purchase is not subject to competitive bidding due to being a "Sole Source" product under Section 45-4 of the Rensselaer City Code and Section 104-b of the New York State General Municipal Law, with a copy of the "Sole Source" document also being attached hereto, and is also under New York State Contract, and that sufficient funds are available in City accounts to fund such purchase, and good cause appearing therefor,

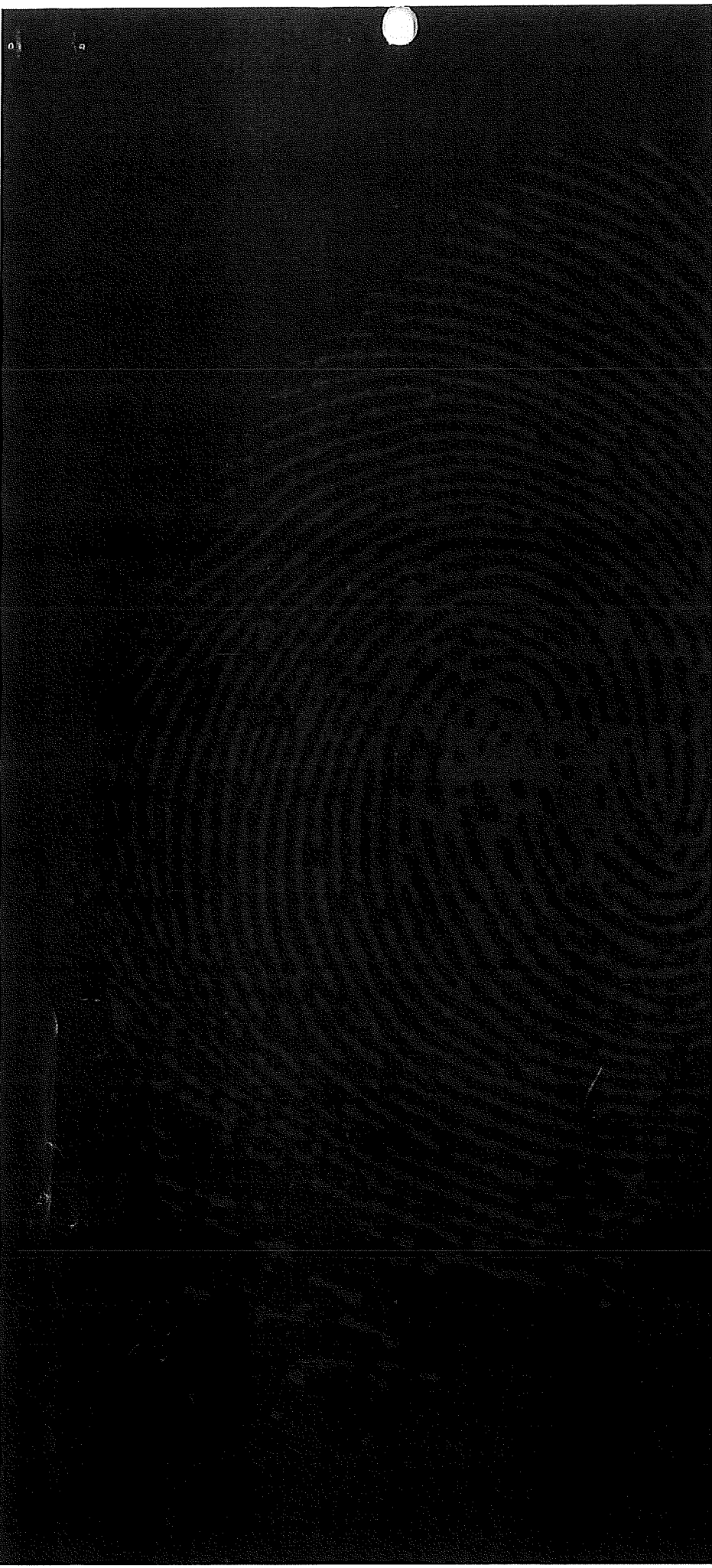
NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer Common Council hereby approves the purchase, on behalf of the Police Department, of the Door Upgrades and Maintenance Provision from Linstar for the purchase price of \$11,049.72.

Approved as to form and sufficiency
this 29th day of July, 2024

Robert J. Zanaboni
Corporation Counsel

Michael Stammel
Mayor

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
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John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	7 Aye	0 No	0 Abstain	0 Absent
Result	PASSED			



VIDEO SURVEILLANCE

POSITIVE ID

SECURE ACCESS



Door Access Upgrade Proposal
REVISED

Prepared For:
Dep. Chief John Mooney
Rensselaer Police Dept.
201 Broadway
Rensselaer, NY 12144

Prepared By:
Renee' Carmen
District Sales Manager
LINSTAR, Inc.

July 18, 2024

NY State Contract
#PT68825



Dep. Chief John Mooney
Rensselaer Police Dept.
201 Broadway
Rensselaer, NY 12144

July 18, 2024

Dear John ,

Thank you for meeting with us quickly to revisit the door access control upgrade that we surveyed in 2021.

Below is the pricing for us to take over your existing antiquated Key Scan door access system. LINSTAR is the largest System Galaxy in NYS and in the top 10 for all the USA! We will be able to reuse all the door strikes and door card readers at each door. We will attempt to reuse all the cables from each door that currently run back to the single panel location. We will install our panel and rewire each door. We will completely replace the door access software and program the doors accordingly. We will add the exterior gate to the access control system and hard wire to the panel. We will train all administration officers on the software and the smartphone APP that is no added cost to you.

The ID system purchased back in 2022 will be able to print the officer ID's on PROX cards so that the ID card is now the door access card as well. No more carrying 2 cards or key fobs.

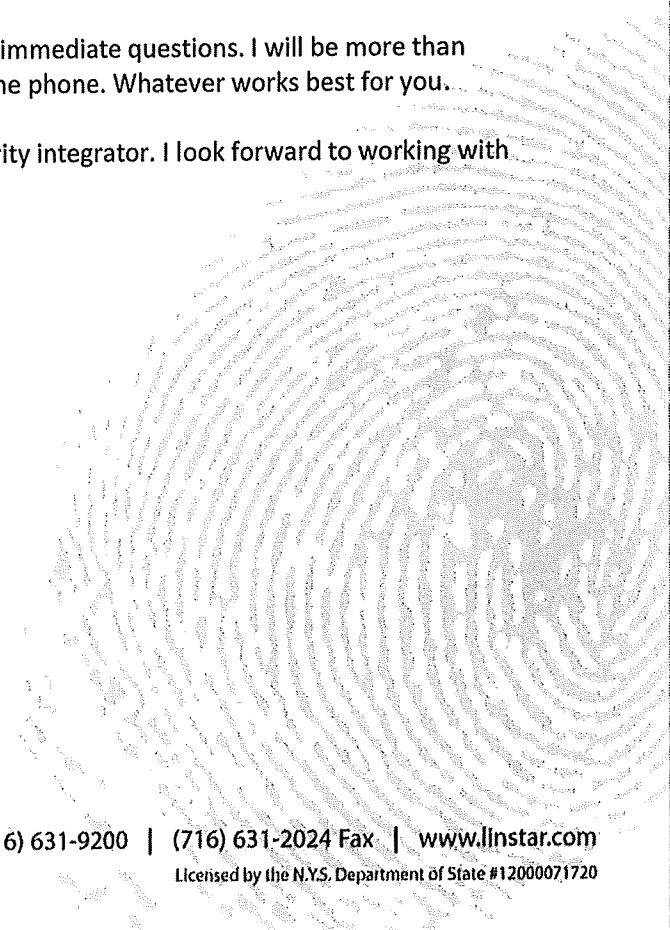
Please review the pricing below and let me know if you have any immediate questions. I will be more than happy to go over this with you in detail either in person or over the phone. Whatever works best for you.

Thank you again for the opportunity for LINSTAR to be your security integrator. I look forward to working with you very soon.

Sincerely,

Renee' Carmen

Renee' Carmen
District Sales Manager



Smart. Security. Solutions.

430 Lawrence Bell Drive, Suite 1 | Buffalo, New York 14221-7085 | (716) 631-9200 | (716) 631-2024 Fax | www.linstar.com

Licensed by the N.Y.S. Department of State #12000071720

VIDEO SURVEILLANCE

POSITIVE ID

SECURE ACCESS

LINSTAR – Door Access Upgrade Proposal REVISED

June 5, 2024

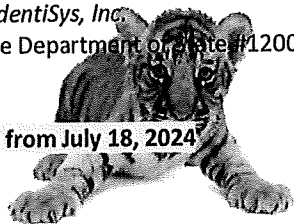
Prepared For:
 Dep. Chief John Mooney
 Rensselaer Police Dept.
 201 Broadway
 Rensselaer, NY 12144
 (518) 462-7451
john.mooney@renselarepolice.org

Prepared By:
 Renee Carmen
 LINSTAR Inc.
 430 Lawrence Bell Drive
 Buffalo, NY 14221
 (716) 864-1544 Cell
 (716) 631-2024 Fax
reneecarmen@linstar.com

Quantity	Description	Unit Price	Extended Price
1	SG Professional up to 16 Readers with first year software maintenance #90-0600-70/16P	\$ 510.00	\$ 510.00
1	8 DOOR PANEL Includes Medium Controller Box, CPU, 4 DRMs & power supply #635INTL8PS1	\$ 3,025.00	\$ 3,025.00
1	AL400UL UL PS W/LARGE GRY CABT #AL400ULX	\$ 228.00	\$ 228.00
EXISTING DOORS			
** LINSTAR WILL REUSE ALL DOOR STRIKES AND READERS AS LONG AS THEY ARE 100% FUNCTIONAL			
*** LINSTAR WILL REUSE ALL CABLES AS LONG AS THEY ARE 100% FUNCTIONAL AND MEET ELECTRICAL CODE			
PROX CARDS FOR ID'S/DOOR ACCESS			
100	ISO PVC Proximity Card - These cards are perfect for employee badging and suitable for use with most card printers. #4010 ** CARDS ARE MIN ORDER OF 100/FOBS ARE MIN ORDER OF 50	\$ 3.59	\$ 359.45
ADD EMPLOYEE GATE ACCESS (NEW)			
1	PROXPRO SERIAL, GRAY, KEYPAD #5352AGK00	\$ 475.00	\$ 475.00
1	M62 Magalock- 12/24 VDC, Face Drilled, Gate Conduit, MBS, DPS #M62FGBD	\$ 590.00	\$ 590.00
1	Relay Board - 12 VDC #RB-4-12	\$ 102.00	\$ 102.00
1	Exit Motion Sensor #XMS	\$ 201.00	\$ 201.00
Total Equipment:			\$ 5,490.45
Implementation Materials (CABLE/CONDUIT FOR GATE):			\$ 516.25
Professional Implementation Services (REG 5 \$150.26/HR =27 HRS):			\$ 4,057.02
TOTAL SYSTEM INVESTMENT:			\$ 10,063.72
ANNUAL MAINTENANCE AGREEMENT:			\$ 986.00
Grand Total with Optional Annual Maintenance Agreement:			\$ 11,049.72

Notes/Terms:

NY State Contract #PT68825 Group 77201 Solicitation #23150
 LINSTAR, A Division of IdentiSys, Inc.
 Licensed by the NY State Department of State #12000071720
Shipping: prepaid
Payment: NET 30 Days
Prices valid for 30 days from July 18, 2024



Buffalo | Rochester | Syracuse | Utica | Albany | New York

(800) 655-5454
www.linstar.com
www.identisys.com

PROJECT SCOPE OF WORK

LINSTAR will provide and install the new panel, power supply and software to upgrade the existing KEY SCAN door access system to System Galaxy

LINSTAR will reuse all the door strikes and HID card readers and program them to our system.

LINSTAR will add the exterior gate to the access control system and run cables to the panel

LINSTAR will provide PROX cards with the ID system proposal to print all new department ID's to be used as door access cards too.

WE NEED TO DETERMINE THE CARDS BENING USED AT THE SCHOOL TO MAKE SURE WE USE THE SAME

LINSTAR will program the door according to the needs of the Police Department for access privileges.

PROJECT STATEMENT OF WORK

Field Wiring, Cabling, Materials and Equipment:

- All low voltage and communications cabling will be reused from the existing door access system as long as it is 100% functional and meets our electrical code.

Field Device Installation:

- LINSTAR will reuse all door strikes and card readers if they are 100% functional
 - Any existing mechanical or electrified hardware slated for re-use or interface to this system will be the responsibility of others to ensure good working condition and compliance with the proposed system as well as local building and life-safety codes.
- Any third-party supplied equipment interfacing with this security system will be the responsibility of others to install in accordance with all building codes and manufacturer's specifications

Head-End Control:

- LINSTAR will provide and install all head-end control equipment provided in the equipment list above. This will include; Building Access controller and Head-end Power supply).
- Customer will provide and install server and client PC(s) with monitor(s) meeting minimum manufacturer specifications.

Customer Responsibilities:

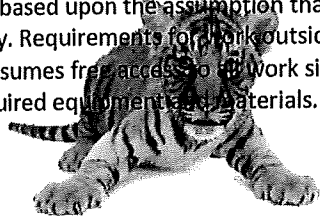
- Customer is responsible for providing all 110VAC power requirements at all head-end and applicable field device locations.
- Customer is responsible for providing all required network connectivity to their existing network to include:
 - A network drop and static IP address for each head-end control device and all applicable field IP devices.

Training:

- LINSTAR will provide the basic allotted training module with this implementation that will be performed in one contiguous session, not to exceed 2 hours to be performed at Customers location following implementation.

Hours of Work and Site Access:

- This proposal is based upon the assumption that all work will be performed during normal business hours, 8AM – 5PM Monday – Friday. Requirements for work outside of these hours may result in a change order for additional labor fees
- This proposal assumes free access to all work sites during normal business hours as well as a secured on-site storage location for required equipment and materials.



(800) 655-5454

www.linstar.com

www.identsys.com

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System Warranty/Optional Annual Maintenance Agreement:

- This proposal includes a 90-day warranty on all labor and materials contained within the Bill of Materials against defects in manufacture or workmanship.
- * *This warranty excludes all components provided or installed by others. Warranty is limited to LINSTAR provided components only.*
- In the event of a request for service, LINSTAR will dispatch a factory authorized representative to diagnose the issue. Any problem found to be directly pertaining to any third-party hardware or any customer-provided labor will result in an invoice being submitted to customer for Time and Materials, based upon LINSTAR's current service rates.
- An Optional Annual Maintenance Agreement can be purchased following warranty expiration which includes remote and on-site support, replacement parts, labor and travel for LINSTAR provided equipment.

Existing or Third-Party Supplied Equipment:

- For any existing, customer or Third-Party supplied equipment, materials or labor, LINSTAR assumes no responsibility for functionality or performance. These devices, equipment, materials and labor are excluded from any LINSTAR real or implied warranty. LINSTAR's sole liability is limited to any integration and commissioning services outlined above with regard to these services. Any warranty or service contract calls placed for these components which result in a direct finding that these components are found to be defective or improperly installed will result in additional labor, travel and equipment charges billed at a time and materials rate concurrent with the current NYS-OGS published rates.

Existing Facility or Field Conditions:

- During the initial Site survey or review of bid, an effort was made to verify actual field construction with regards to facility walls, ceiling, access points, Hazardous Materials (asbestos etc) considerations, power, wire routing, lighting, and other actual conditions. During the course of system implementation, it may become apparent that certain field conditions vary from what was proposed during the proposal phase.
- * *In the event that any actual field conditions vary from initially proposed conditions with regards to labor, materials or equipment, a field change order will be prepared and delivered to the customer for discussion and approval of the changes prior to proceeding with any additional work.*

Third-Party Delays:

- The pricing brought forth in this proposal is based upon a contiguous implementation guideline and is subject to additional changes due to project delays caused by circumstances outside of LINSTAR's control such as third-party delays with regards to equipment delivery, third-party labor delays or third-party facility construction delays.



LINSTAR
A Division of IdentiSys Inc.

Buffalo | Rochester | Syracuse | Utica | Albany | New York

(800) 655-5454
www.linstar.com
www.identisys.com

LINSTAR – Door Access Acceptance Page

Prepared For:

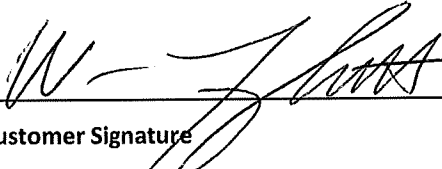
Dep. Chief John Mooney
Rensselaer Police Dept.
201 Broadway
Rensselaer, NY 12144
(518) 462-7451
john.mooney@rensselaerpolice.org

Prepared By:

Renee Carmen
LINSTAR Inc.
430 Lawrence Bell Drive
Buffalo, NY 14221
(716) 864-1544 Cell
(716) 631-2024 Fax
reneecarmen@linstar.com

I have read and accept this entire proposal, pricing structure, implementation timeline and scope of work, including customer and any third-party responsibilities for delivery.

I am authorized to approve and sign for the proposed project, pricing at and scope listed above totaling \$11,049.72



Customer Signature

7/18/24
Date

WARREN FAMILIETTI
Print Name

CHIEF OF POLICE
Title

Notes/Terms:

NY State Contract #PT68825 Group 77201 Solicitation #23150
LINSTAR, A Division of IdentiSys, Inc.
Licensed by the NY State Department of State #12000071720
Shipping: prepaid
Payment: NET 30 Days
Prices valid for 30 days
Date: July 18, 2024



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(800) 655-5454
www.linstar.com
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LINSTAR INTEGRATED BUILDING SECURITY SYSTEM

These are the minimum requirements for a typical standalone system and a workstation PC.

See section below for Operating System and Service Pack Requirements.

Microsoft® Windows Compatible PC with Intel Pentium Dual Core 3.2 GHz or better

2 GB of RAM

40GB of free Hard Drive space for SG

Standard graphics card capable of 24-bit color (min. recommended 1280 x 1024 wide-resolution*)

1 NIC card

Wide-screen Monitor: *size of monitor should support recommended resolution

Standard DVD Drive (required for installing system)

Serial Communication Ports

1 USB (dedicated if camera is used for photo capture)

1 USB (dedicated if local badge printer is used for enrolling)

1 USB (dedicated if local line printer is used for printing system reports)

1 USB (or COM) (dedicated if an enrollment reader used for access card enrollment)

1 USB (or COM) (available if configuring panels via HyperTerminal / SG 600 Config. Tool)

1 on-board COM (dedicated; 1 per each 500i primary panel, if using direct-connect method of communication; IMPORTANT: primary controllers do not support USB Serial converters)

NOTE: the 508i optionally supports TCP/IP where COM ports are not available.

Uninterruptable Power Supply - UPS (recommended)

Windows® compatible printer

Microsoft® Internet Explorer® v8 or later

System Galaxy Database & OS Requirements:

SG 11.0 The prerequisite components must be installed on every Galaxy server and client.

System Galaxy Client software & Services, SG Web Module are Microsoft .NET Framework-based.

System Galaxy requires administrative rights on the computer to properly install the system. System Galaxy operators need power-user rights to operate the system.

Operating System compatibility: System Galaxy software & GCS Services

Windows® 8 Pro (32/64-bit) | Windows® 7 Pro (32/64-bit)

Windows Server® 2012 R2 / 2008/2008 R2 (32bit / 64bit) and 2003 IMPORTANT: Some integrated applications or 3rd party technologies are not supported or recommended on a server platform. See the section on Integrated Applications.

System Galaxy is designed to use SQL Native Client (ODBC driver) for database connections.

Microsoft® Native Client components are included in the GalSuite Install Part 2. The SQL Client components must be installed on every computer running System Galaxy Software or Services.

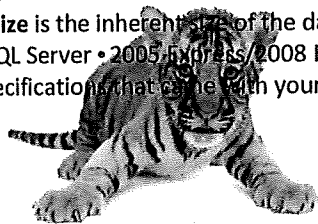
SG includes MS SQL Server® 2008 Express (32b) / MS SQL Server® 20012 R2 Express (32b). You must choose which version you will use during Part 2 of the GalSuite install.

NOTE: Starting in SQL Server 2008 R2, the Reporting Services component no longer supports Itanium-based servers running Windows Server 2003 or Windows Server 2003 R2. Reporting Services continues to support other 64-bit operating systems, including Windows Server®2008 for Itanium-Based Systems and Windows Server®2008®R2 for Itanium-Based Systems. To upgrade to SQL Server 2008 R2 from a SQL Server 2008 installation with Reporting Services on an Itanium-based system edition of Windows Server 2003 or Windows Server 2003 R2, you must first upgrade the operating system.

NOTE: SQL Server 2008 R2 is not supported on Windows Server 2008 SP2 Server Core or Windows Server 2008 R2 Server Core installations.

NOTE: System Galaxy is also compatible with existing Enterprise versions of Microsoft SQL Server® 2000/2005 Database Software.

System Galaxy database size is the inherent size of the database engine you choose. SQL Server® 2005 Express has a 4GB max. (imposed by Microsoft). SQL Server® 2005 Express/2008 R2 has a 10GB max. limit. If you are using SQL Server® Enterprise, please consult the Microsoft® specifications that come with your software.



LINSTAR
A Division of Identisys Inc.

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(800) 655-5454

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#4

By Alderperson : COUNCIL AS A WHOLE

Seconded by Alderperson : _____

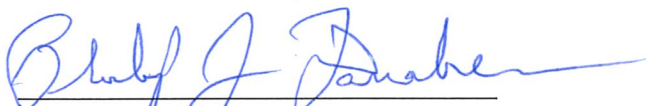
A RESOLUTION TO APPROVE PURCHASE OF TRUNARC PRODUCTS AND MAINTENANCE AGREEMENT FROM SOLE SOURCE VENDOR UNDER NEW YORK STATE CONTRACT- THERMO – RENSSELAER POLICE DEPARTMENT

WHEREAS, The City of Rensselaer Police Department is in need of TruNarc Products and Maintenance Agreement to be utilized by the Police Department, and per the attached quote from the sole source vendor, Thermo, for the amount of \$39,802.01 such objective can be achieved, with such amount to include a maintenance provision, and


WHEREAS, the Common Council has been advised that that such purchase is in the best interest of the City of Rensselaer, and that the City of Rensselaer Purchasing Agent is in possession of all necessary invoices and documentation concerning the purchase of the aforementioned Products and Services and that such purchase is not subject to competitive bidding due to being a "Sole Source" product under Section 45-4 of the Rensselaer City Code and Section 104-b of the New York State General Municipal Law, with a copy of the "Sole Source" document also being attached hereto, and is also under New York State Contract, and that sufficient funds are available in City accounts to fund such purchase, and good cause appearing therefor,

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer Common Council hereby approves the purchase, on behalf of the Police Department, of the TruNarc Products and Maintenance Provision from Thermo for the purchase price of \$39,802.01.

Approved as to form and sufficiency
this 29th day of July, 2024



Corporation Counsel



Mayor

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Andrew P. Kretschmar	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Anne E. Burton	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	7 Aye	0 No	0 Abstain	0 Absent
Result	PASSED			

Sales Quotation

Thermo Scientific Portable Analytical Instruments Inc.

2 Radcliff Rd
Tewksbury, Massachusetts 01876
United States

Quote Number	Created Date	Exp. Delivery Terms	Page
00426322	07/18/2024	ARO	1 / 7
Contact:	Phone	Payment Term	Valid To
Jayson Tornberg	(908) 310-7418	Net 30	09/20/2024
Inco Terms		Shipping Method	
FOB Origin - Tewksbury, MA		Fed Ex	

Submitted To:

John Mooney
Rensselaer Police Department
201 Broadway
Rensselaer, New York 12144
United States

Phone:
Email: john.mooney@rensselaerpolice.org

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:	
Contact:	Jayson Tornberg
Phone:	(908)310-7418
Fax:	
Email:	jayson.tornberg@thermofisher.com
Additional instructions, terms & conditions on last page	

NASPO HIRE contract PC69042 (Group: 38232 Award: 23173)

Effective August 8, 2020 through May 31, 2025

Pricing located at <https://online.ogs.ny.gov/purchase/spg/awards/3823223173Can.htm>

Please select Contractor Information / Thermo Scientific Portable Analytical Instruments, Inc. / Pricing information

Pos.	Product Code	Product Name	Sales Price	Quantity	Total Price
1.00	800-01045-01	TruNarc, Unlimited, Warranty - 5 Yrs, Train-12	USD 39,091.00	1.00	USD 39,091.00
		TruNarc Unlimited Model with 5 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students within the Continental United States (CONUS) - expires 9 months after date of purchase.			
2.00	810-01462-01	TruNarc Solution Kit (Type H) - 100, English	USD 711.01	1.00	USD 711.01
		TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment. The shelf life for Type H-sticks is approximately one year from shipment.			

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

3.00 820-01051-01 **TruNarc, Unlimited, Warranty
Renewal - 1 Yr** USD 0.00 1.00 USD 0.00

Warranty for 1 year for a TruNarc Unlimited instrument (for instruments up to 5th year). Includes factory repair and loaner units when available. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.

Total: USD 39,802.01

Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical Instruments Inc. Terms and Conditions of Sale attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order that your company issues and (iii) the Terms and Conditions shall exclusively govern the transaction(s) contemplated hereby

Signature of authorized company representative	Date	Phone#
Print Name	Title	Email
Model #	Amount + S&H	Purchase Order Number

E-mail to: PAIglobalcustomerservice@thermofisher.com Fax to: 1-877-680-2568

Order Processing Address:
jayson.tornberg@thermofisher.com
Thermo Scientific Portable Analytical Instruments Inc
2 Radcliff Road
Tewksbury, MA 01876

Remit check Payment To:
Thermo Scientific Portable Analytical Instruments Inc
PO Box 415918
Boston, MA 02241-415918

Payment Details

Method of Payment

- Net 30 (Attach Credit Application & Credit References)
- Credit Card
- Check
- Wire Transfer

Sales Tax Application

- Yes Apply Sales Tax
- No

- If no, you must provide a copy of your tax exemption certificate along with your purchase order.

Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)

Address Verification

Please make corrections if necessary below:

Bill to:

201 Broadway
Rensselaer, New York 12144
United States

Ship to:

201 Broadway
Rensselaer, New York 12144
United States

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC – TERMS AND CONDITIONS OF SALE

Last revised November 2019

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this agreement (the "Agreement") differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges, those documents shall be considered adequate written notice to Buyer that said surcharges are Buyer's responsibility. Any such surcharges shall not constitute an increase in the Price(s) of any Products or Services sold under this Agreement

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without prior written consent of seller.

6. **RETURN OF PRODUCTS/RESTOCKING CHARGE.** Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit

7. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

8. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace, Products and/or provide additional parts or services as reasonably necessary to cause the same to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and /or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become

the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION

9.1. By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event(a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

9.2. By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B)

ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT

12. **EXPORT RESTRICTIONS.** Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents

13. **HAZARDOUS MATERIALS.** Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs

14. **MISCELLANEOUS.** (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for non-clinical, non-diagnostic, non-therapeutic use only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in these [terms and conditions] or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

15. **SOFTWARE-AS-A-SERVICE TRANSACTIONS.** IF YOU ARE PURCHASING ANY PRODUCTS PROVIDED BY SELLER HEREUNDER AND DESCRIBED IN THE RELEVANT QUOTATION OR PURCHASE ORDER AS A SUBSCRIPTION TO ANY THERMO FISHER SOFTWARE-AS-A-SERVICE OFFERING (ANY SUCH PRODUCT, HEREINAFTER, A "SUBSCRIPTION"), THEN IN RESPECT OF SUCH SUBSCRIPTION(S) ONLY

(a) The following terms and conditions of this Agreement shall not apply: Sections 6-7, 9.1, and 13.

(b) The following terms and conditions of this Agreement shall be modified as set forth below:

(i) Section 5 shall be replaced in its entirety with the following:

5. **CANCELLATION OR CHANGES BY BUYER.** Seller reserves the right to suspend or terminate the Buyer's Subscription(s), in whole or in part, if Buyer fails to make any payment to Seller when due, otherwise fails to perform its obligations hereunder, or fails to comply with the Seller's Terms of Use agreement agreed to by Buyer and governing Buyer's use of the Subscription(s), as in effect from time to time (the "Terms of Use"). Seller will not be liable for any loss or damage resulting from any delay in activation of the Subscription(s) or failure to activate the Subscription(s) which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the activation of the Subscription(s) within a reasonable period of time, and Buyer will not be entitled to refuse payment or otherwise be relieved of any obligations as the result of such delay. Orders in process may be canceled only with Seller's written consent and upon

payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor.

(ii) Section 8 shall be replaced in its entirety with the following:

8. WARRANTY. BUYER AGREES AND ACKNOWLEDGES THAT THE SUBSCRIPTIONS ARE SOLD "AS-IS", WITH NO WARRANTIES EXPRESSED OR IMPLIED. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, ORAL OR WRITTEN, WITH RESPECT TO THE SUBSCRIPTIONS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(iii) Section 10 shall be replaced in its entirety with the following:

10. SOFTWARE. This Agreement shall not be construed to grant to Buyer any patent license, know-how license or any other rights except as specifically provided herein. Buyer agrees and acknowledges that, by virtue of its purchase of the Subscriptions hereunder, it does not acquire any intellectual property rights (whether by license, assignment, or otherwise) of Seller, including without limitation any rights to the Subscriptions or related software or hardware systems (except for the limited right to use the Subscription subject to the terms and conditions set forth herein). Buyer shall not reverse engineer or copy the design, algorithms, or code, or any components thereof, of any information related to the Subscriptions for any purpose.

(iv) In Section 11, the language "ONE MILLION DOLLARS (\$1,000,000)" shall be replaced with "TEN THOUSAND DOLLARS (\$10,000)".

(c) The following additional terms and conditions shall apply

TERMS OF USE. Buyer hereby acknowledges and agrees that it shall comply with all terms and conditions of the Terms of Use, and that Buyer's use of the Subscription in violation of any such terms and/or conditions shall entitle Seller, without prejudice to any other remedies that may be available to Seller at law or in equity, to terminate Buyer's use of the Subscription(s) effective immediately. Buyer further agrees and acknowledges that it shall not be entitled to any refund of any portion of the purchase price paid in respect of Subscription(s) cancelled by Seller pursuant to Seller's rights under this Section and/or the Terms of Use. Buyer's rights to use these Subscription will begin upon Seller's transmission to Buyer of Subscription link and end 12 months from this date unless otherwise terminated by Seller. In the event of any conflict between this Agreement and the Terms of Use, the Terms of Use shall control.

#5

By Alderperson : COUNCIL AS A WHOLE

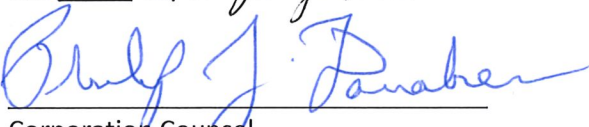
Seconded by Alderperson : _____

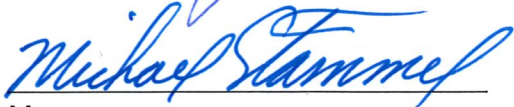
**A RESOLUTION TO APPROVE PURCHASE OF COMMUNICATIONS EQUIPMENT AND MAINTENANCE AGREEMENT FROM VENDOR UNDER NEW YORK STATE CONTRACT—
MOTOROLA SOLUTIONS – RENSSELAER POLICE DEPARTMENT**

WHEREAS, The City of Rensselaer Police Department is in need of Communications Equipment and Maintenance Agreement to be utilized by the Police Department, and per the attached quote from the vendor, Motorola Solutions, for the amount of \$29,418.20 such objective can be achieved, with such amount to include a maintenance provision, and

WHEREAS, the Common Council has been advised that that such purchase is in the best interest of the City of Rensselaer, and that the City of Rensselaer Purchasing Agent is in possession of all necessary invoices and documentation concerning the purchase of the aforementioned Products and Services and that such purchase is not subject to competitive bidding due to being under New York State Contract, and that sufficient funds are available in City accounts to fund such purchase, and good cause appearing therefor,

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer Common Council hereby approves the purchase, on behalf of the Police Department, of the Communications Equipment and Maintenance Provision from Motorola Solutions for the purchase price of \$29,418.20.

Approved as to form and sufficiency
this 29th day of July, 2024

Corporation Counsel


Mayor

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Andrew P. Kretzschmar	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Anne E. Burton	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	7 Aye	0 No	0 Abstain	0 Absent
Result	PASSED			

07/18/2024

RENSELAER CITY POLICE DEPARTMENT
62 WASHINGTON ST
RENSELAER, NY 12144

RE: Motorola Quote for RENSELAER CITY POLICE DEPARTMENT - 1 M500 EL5
Dear John Mooney,

Motorola Solutions is pleased to present RENSELAER CITY POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide RENSELAER CITY POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Liam Dennehy at Liam.Dennehy@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Liam Dennehy

Billing Address:
 RENSSELAER CITY POLICE
 DEPARTMENT
 62 WASHINGTON ST
 RENSSELAER, NY 12144
 US

Shipping Address:
 RENSSELAER CITY POLICE
 DEPARTMENT
 62 WASHINGTON ST
 RENSSELAER, NY 12144
 US

Quote Date:07/18/2024
 Expiration Date:10/16/2024
 Quote Created By:
 Liam Dennehy
 Liam.Dennehy@
 motorolasolutions.com
 312-937-1049

End Customer:
 RENSSELAER CITY POLICE DEPARTMENT
 John Mooney
 john.mooney@rensselaerpolice.org
 (518) 462-7451

Contract: 36874 - WATCHGUARD-
 SOURCEWELL 101223-MOT
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	M500					
1	WGW00502	M500 EXTENDED WARRANTY	1	5 YEAR	\$1,215.20	\$1,215.20
2	WGB-0190A	HIFI MIC MUTABLE KIT W BKTS, CAT5 CABLE	1		\$360.00	\$360.00
3	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5GHZ ANT	1		\$328.00	\$328.00
4	WGP02919-KIT	INSTALL KIT, M500 DVR, CONSOLE MOUNT	1		Included	Included
5	WGP01566-350	ACCESS POINT, MIKROTIK, 802.11AC, 5GHZ	1		\$200.00	\$200.00
6	WGB-0701A	M500 IN-CAR SYSTEM FR/ CABIN/REAR CAM	1		\$6,015.00	\$6,015.00
7	WGP01567	BRKT KIT POINT UNIVERSAL J- MOUNT	1		\$20.00	\$20.00

VideoManager EL or EX:
 Video Evidence
 Management



Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
8	WGA00421-117	SVR 16 HDD RAID 6 3U 11-25 5CAL GEN 4	1		\$8,295.00	\$8,295.00
9	WGS00160-2016	SOFTWARE, SQL SERVER 2016, STD, W /5 CAL	1		Included	Included
10	WGA00422-1250	HD VIDEOMANAGER EL ON- PREM 12TB 6GB/S 7200 RPM 256MB ENT 4KN	6		\$810.00	\$4,860.00
11	SSV00S01450B	LEARNER LXP SUBSCRIPTION	30	1 YEAR	\$0.00	\$0.00
12	WGW00140	EXTENDED WARRANTY, RACK SERVER (WGA00421-116,-216,-117,-217) FULL SERVICE ON SITE, 5- YEAR	1	5 YEAR	\$1,175.00	\$1,175.00
13	WGP02400-510	VIDEOMANAGER EL, IN-CAR VIDEO SYSTEM ANNUAL LICENSE & SUPPORT FEE	10	1 YEAR	\$195.00	\$1,950.00
14	PSV00S03898A	ON-SITE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$5,000.00	\$5,000.00

Grand Total
\$29,418.20(USD)


Pricing Summary

		Payment Term	Upfront Sale Price
Upfront Costs*			
			\$25,078.00
Upfront Subscription Fee			
M500	Annually		\$243.04
VideoManager EL or EX: Video Evidence Management	Annually		\$2,185.00
Sub Total:			\$27,506.04

		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
M500	Annually	\$243.04	\$243.04	
VideoManager EL or EX: Video Evidence Management	Annually	\$235.00	\$235.00	
Year 3 Subscription Fee				
M500	Annually	\$243.04	\$243.04	
VideoManager EL or EX: Video Evidence Management	Annually	\$235.00	\$235.00	
Year 4 Subscription Fee				
M500	Annually	\$243.04	\$243.04	
VideoManager EL or EX: Video Evidence Management	Annually	\$235.00	\$235.00	
Year 5 Subscription Fee				
M500	Annually	\$243.04	\$243.04	



VideoManager EL or EX: Video Evidence Management	Annually	\$235.00	\$235.00
Sub Total:			\$1,912.16
Grand Total System Price (Inclusive of Upfront and Annual Costs)			\$29,418.20

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



VIDEOMANAGER EL SOLUTION DESCRIPTION

VideoManager EL simplifies evidence management, automates data maintenance and facilitates management of your department's devices.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely.

The optional SmartControl and SmartConnect smart device applications support live video streaming from body-worn cameras, allowing personnel to view footage captured by the cameras in the app.



VIDEO EVIDENCE MANAGEMENT

VideoManager EL delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL makes evidence management as efficient as possible. With VideoManager EL, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL makes evidence review easier by allowing you to upload captured video and audio from your in-field devices, sharing important information that groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name and event type. Incidents recorded from several devices can be found easily and viewed at the same time, eliminating the task of reviewing irrelevant footage.

Its built-in media player includes a visual display of incident data, allowing you to view moments of interest, such as when lights, sirens or brakes were activated during the event timeline, status of cameras and microphones and patrol speed graph.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, drawings and applicable external files can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in Evidence Library.

Easy Evidence Sharing

VideoManager EL empowers you to easily share information in the evidence review or judiciary sharing process by exporting evidence data. It is capable of searching for data using various criteria, including import, export, playback, download, share and modification dates, allowing users to quickly find relevant evidence.



Automatic Data Maintenance

VideoManager EL lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on any basis, based on how you want to configure the system.

Security groups and permissions are easily set up in VideoManager EL, allowing you to grant individuals access to evidence on an as-needed basis.

Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL integrates with SmartControl, an optional mobile application for Android and iOS that allows officers to review video evidence from their smartphone or tablet while they're still in the field.

SmartControl also allows officers to categorize recordings using event tags, stream live video from and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL can assign users to devices, track them and streamline shift changes. You can easily manage, configure, update firmware and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled or assigned device system. VideoManager EL also enables devices to be quickly exchanged between officers during shift changes. This minimizes the number of devices needed for your fleet.

Device Tracking

You can easily manage, configure and deploy your in-car and body-worn cameras in VideoManager EL. Devices can be assigned to personnel within VideoManager EL and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL's Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface.



At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including haptic and audible alert volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL also enable you to configure devices to operate in alignment with your agency's policies and procedures.

MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW**Motorola Project Roles and Responsibilities**

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual

- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.



- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.



Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.



SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:

- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.

- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle
- The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.
- Works reliably, even in challenging situations
- The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.
- Protects video data, whether in transit or at rest
- The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.
- Provides users a reliable, easy-to-learn system
- Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.
- Increases efficiency
- The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.
- Promotes trust
- By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.
- Integrates seamlessly with other Motorola technologies
- The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.
 - When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.





QUOTE-2720915
RENSSELAER CITY POLICE
DEPARTMENT - 1 M500 EL5

- When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

#10

By Alderperson : COUNCIL AS A WHOLE

Seconded by Alderperson : _____

A RESOLUTION TO APPROVE PURCHASE OF INTERVIEW ROOM PRODUCTS AND MAINTENANCE AGREEMENT FROM SOLE SOURCE VENDOR UNDER NEW YORK STATE CONTRACT- LINEAR SYSTEMS – RENSSELAER POLICE DEPARTMENT

WHEREAS, The City of Rensselaer Police Department is in need of Interview Room Products and Maintenance Agreement to be utilized by the Police Department, and per the attached quote from the sole source vendor, Linear Systems, for the amount of \$25,873.00 such objective can be achieved, with such amount to include a maintenance provision, and

WHEREAS, the Common Council has been advised that that such purchase is in the best interest of the City of Rensselaer, and that the City of Rensselaer Purchasing Agent is in possession of all necessary invoices and documentation concerning the purchase of the aforementioned Products and Services and that such purchase is not subject to competitive bidding due to being a "Sole Source" product under Section 45-4 of the Rensselaer City Code and Section 104-b of the New York State General Municipal Law, with a copy of the "Sole Source" document also being attached hereto, and is also under New York State Contract, and that sufficient funds are available in City accounts to fund such purchase, and good cause appearing therefor,

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer Common Council hereby approves the purchase, on behalf of the Police Department, of the Interview Room Products and Maintenance Provision from Linear Systems for the purchase price of \$25,873.00.

Approved as to form and sufficiency
this 29th day of July, 2024


Corporation Counsel


Mayor

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Andrew P. Kretzschmar	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Anne E. Burton	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	7 Aye	0 No	0 Abstain	0 Absent
Result	PASSED			

Rensselaer PD Interview Room Solution- Refresh- x1 Dual Room x1 One Room

7/23/2024

9:47 AM

Equipment	Phase	Quantity	Unit \$	Extended \$	Total \$
Linear Digital Interview Room Management System					\$22,438.00
Linear Digital Interview Room CaptureStation Tower (dual-room)	Phase II				\$9,469.00
DIMS RAID 1 w/ 2 ea. 4.0TB Enterprise drives & Windows 11 64-bit		1	\$9,469.00	\$9,469.00	
Extreme Processor 16.0GB RAM w/ enhanced graphics processor		1	\$0.00	\$0.00	
24" LCD high-def high-res display w/ speakers		1	\$0.00	\$0.00	
Speakers (pair) for DIMS CaptureStation		1	\$0.00	\$0.00	
Double layer DVD writer		1	\$0.00	\$0.00	
4000+ hour capacity interview room data storage (underestimated based on configuration)		1	\$0.00	\$0.00	
Linear Interview Room Management System for 2 room license		1	\$0.00	\$0.00	
Video/audio inputs preinstalled for analog or digital IP (accommodates 2 rooms)		1	\$0.00	\$0.00	
*** Each license supports 2 interview rooms w/ dual audio channel & 2 cameras each					
*** System supports PIP or side-by-side for 2 cameras per room w/ audio level meters					
Linear Digital Interview Room CaptureStation Tower (single-room)	Phase I				\$7,969.00
DIMS RAID 1 w/ 2 ea 2.0TB Enterprise drives & Windows 11 64-bit		1	\$7,969.00	\$7,969.00	
Extreme Processor 16.0GB RAM w/ enhanced graphics processor		1	\$0.00	\$0.00	
24" LCD high-def high-res display w/ speakers		1	\$0.00	\$0.00	
Speakers (pair) for DIMS CaptureStation		1	\$0.00	\$0.00	
Double layer DVD writer		1	\$0.00	\$0.00	
2000+ hour capacity interview room data storage (underestimated based on configuration)		1	\$0.00	\$0.00	
Linear Interview Room Management System for 1 room license		1	\$0.00	\$0.00	
Video/audio inputs preinstalled for analog or digital IP (accommodates 1 room)		1	\$0.00	\$0.00	
*** Each license supports 1 interview rooms w/ dual audio channel & 2 cameras each					
*** System supports PIP or side-by-side for 2 cameras per room w/ audio level meters					
System Configured for Dome IP (network)	Phase II				\$2,688.00
DIMS digital IP camera interface (up to 4 digital IP)		2	\$0.00	\$0.00	
Digital IP 2 megapixel 1920 x 1080 100°-25° PTZ dome (4 cameras in 1-Room System)		6	\$448.00	\$2,688.00	
*** This section does not include wiring or other contractor related work					
Microphones & Other	Phase II				\$1,787.00
Louroe ceiling/under desk mount High Dynamic Range microphone kit Verifact AGC		3	\$129.00	\$387.00	
Louroe covert wall mount microphone kit Verifact D (requires amplifier)		3	\$119.00	\$357.00	
Louroe analog audio interface adapter/amplifier 2 port w/ power supply & cabling IF-2		3	\$215.00	\$645.00	
Power over Ethernet (PoE) switch 8 port (4 PoE & 4 Ethernet)		2	\$199.00	\$398.00	
*** DIMS AV systems supports & requires 2 microphones per room					
Linear Digital Interview Room CaptureStation Tower options	Phase I				\$525.00
DIMS AV Start/Stop Switch Controller Module Kit w/ IN USE Sign (requires wiring contractor)		1	\$525.00	\$525.00	
*** This section does not include wiring or other contractor related work					
DIMS AV Digital Interview Room Management System - Other Options					\$3,975.00
DIMS AV Digital Interview Room Integration options	Phase II				\$3,975.00
DIMS AV Command Interview Management Module (1 room system, Dual room will have license transferred)		1	\$995.00	\$995.00	
DIMS AV Lab Production Extraction/Redaction/Export Module		2	\$995.00	\$1,990.00	
Digital IP camera control software (requires dome camera with PTZ)		2	\$495.00	\$990.00	
DIMS AV Master View Module (Dual room will have license transferred)		0	\$99.00	\$0.00	
*** The number of concurrent users able to simultaneously view an interrogation room is dependent on the network					
Linear Digital Interview Room Management System Solution Installation & Training					\$0.00
Installation, integration, calibration, testing, & QC + Training (online)	Phase II				\$0.00
Supervised remote access software support & upgrades (Internet access required)		1	\$0.00	\$0.00	
On-line, telephone, or at Linear		1	\$0.00	\$0.00	
Follow-up on-line, telephone, or at Linear unlimited at no charge		1	\$0.00	\$0.00	
*** This section does not include wiring or other contractor related work					

CITY OF RENSSELAER
PURCHASING DEPARTMENT
STATEMENT OF SOLE SOURCE JUSTIFICATION

I, John M. Mooney Jr. Deputy Chief of Police, attest that Linear Systems Inc.
(Dept. Head Name, Title, and Dept.) (Vendor Name)

Is the sole source vendor for the following equipment or services, Video/Audio recording system
(Item)

The department has solicited quotes/bids for the above equipment from vendors in similar fields. These vendors responded with a "no quote/no bid" because they were unable to Provide the equipment / service to their knowledge. Linear Systems Inc. is the only company that can Supply this equipment/ service. (Selected vendor)

I certify the above is true and accurate and as such I request that this vendor be approved and designated as the sole source for the above named equipment/service and waive bidding

Date: 7/23/2024

Department Head Signature: John M. Mooney Jr. Digitally signed by John M. Mooney Jr.
Date: 2024.07.23 12:39:12 -0400

Print Name and Title: John M. Mooney Jr. Deputy Chief of Police

Additional Reason for Sole Source Selection:

Linear Systems Inc. is our current supplier of our video/audio recording systems in the Police Station interview room and juvenile room.

Linear Digital Interview Room Management System Maintenance & Support

\$0.00

Maintenance & support contract for CaptureStations	Phase II			\$0.00
1 year advanced replacement service for DIMS AV hardware	1	\$0.00	\$0.00	
1 year DIMS software version upgrades & maintenance	1	\$0.00	\$0.00	
1 year DIMS telephone technical support software (normal business hours)	1	\$0.00	\$0.00	
Additional maintenance & support contract for CaptureStations (year 2-5/ per year / per unit)	Option			\$0.00
Additional year service for Digital Interview Management Station (2 room)	0	\$1,595.00	\$0.00	
Additional year on-site service for Digital Interview Management Station (single room)	0	\$1,295.00	\$0.00	
*** Warranty listed does cover IP cameras & microphones provided by Linear Systems. ***				
Additional maintenance & support contract for CaptureStations (year 2-5/ per year / per unit)	Option			\$0.00
Additional year service for Digital Interview Management Station (2 room)	0	\$1,295.00	\$0.00	
Additional year on-site service for Digital Interview Management Station (single room)	0	\$995.00	\$0.00	
*** Warranty listed does **not** cover IP cameras & microphones provided by Linear Systems. ***				
*** Warranty includes 2 extra years of maintenance for 2 systems for a total of 3 years coverage***				

\$26,413.00

Linear Systems Preferred Customer Discount Program (donation using Market Development Funds 2024)

(\$1,790.00)

Errors & Omissions Professional Liability Insurance (Option)

Yes

\$600.00

Subtotal

\$25,223.00

Sales Tax

0.00%

\$0.00

Shipping

\$650.00

\$25,873.00

*** This pricing includes "Sole Source Discount". If this purchase requires a RFP, pricing will be higher. ***

*** Estimation of RFP costs (man days & contracts) add to cost (not sole source). ***

Approximate Discount

(\$1,790.00)

*** Discount only applies if agency purchases ALL components at listed price on this quote. ***

*** ACH or check is acceptable payment methods unless arranged & agreed to in advance. ***

*** All listed capacities assume 1.0TB = 1,000,000,000,000 bytes. ***

*** Maintenance Contracts do not include Window O/S upgrades. ***

*** This proposal does not include wiring or other contractor related work***

*** Linear will charge additional fees if City/County/State levies fees for Business License or Sales Tax. ***

*** Linear will charge additional fees if City/County/State requires non-standard insurance requirements that are not preapproved. ***

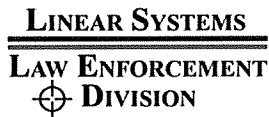
*** Issuance of a Purchase Order or verbal approval of this proposal acknowledges that the City/County/State agrees to the terms above. ***

Upgrades

Options

Required

Linear Systems, Inc.
 Rancho Cucamonga, CA
 909-899-4345
 909-899-4346 fax
www.linear-systems.com



Quoted by: Alex Whittle
 Email: awhittle@linear-systems.com

Valid until: 8/22/2024
 Terms: N-30
 Ship Via: Truck

#7

By Alderperson : COUNCIL AS A WHOLE

Seconded by Alderperson : _____

A RESOLUTION TO APPROVE PURCHASE OF DASH CAM EQUIPMENT AND MAINTENANCE AGREEMENT FROM VENDOR UNDER NEW YORK STATE CONTRACT/SOLE SOURCE- MOTOROLA SOLUTIONS – RENSSELAER POLICE DEPARTMENT

WHEREAS, The City of Rensselaer Police Department is in need of Specialized Dash Cam Equipment and Maintenance Agreement to be utilized by the Police Department, and per the attached quote from the vendor, Motorola Solutions, for the amount of \$6,575.40 such objective can be achieved, with such amount to include a maintenance provision, and

WHEREAS, the Common Council has been advised that that such purchase is in the best interest of the City of Rensselaer, and that the City of Rensselaer Purchasing Agent is in possession of all necessary invoices and documentation concerning the purchase of the aforementioned Products and Services and that such purchase is not subject to competitive bidding due to being under New York State Contract/Sole Source, and that sufficient funds are available in City accounts to fund such purchase, and good cause appearing therefor,

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer Common Council hereby approves the purchase, on behalf of the Police Department, of the Dash Cam Equipment and Maintenance Provision from Motorola Solutions for the purchase price of \$6,575.40.

Approved as to form and sufficiency
this 29th day of July, 2024

Shelby J. Zamboni
Corporation Counsel

Michael Stammel
Mayor

James Van Vorst	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Andrew P. Kretschmar	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Anne E. Burton	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	7 Aye	0 No	0 Abstain	0 Absent
Result	PASSED			

06/13/2024

RENSELAER CITY POLICE DEPARTMENT
62 WASHINGTON ST
RENSELAER, NY 12144

Dear ,

Motorola Solutions is pleased to present RENSELAER CITY POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide RENSELAER CITY POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Robert Michnick at Robert.Michnick@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Robert Michnick

Billing Address:
 RENNELAER CITY POLICE
 DEPARTMENT
 62 WASHINGTON ST
 RENNELAER, NY 12144
 US

Quote Date:06/13/2024
 Expiration Date:09/11/2024
 Quote Created By:
 Robert Michnick
 Robert.Michnick@
 motorolasolutions.com

 End Customer:
 RENNELAER CITY POLICE DEPARTMENT

 Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Disc \$	Sale Price	Ext. Sale Price
		4RE In car Video System						
1	WGB-0190A	HIFI MIC MUTABLE KIT W BKTS, CAT5 CABLE	1		\$450.00	\$90.00	\$360.00	\$360.00
2	LSV01S03365A	4RE EXTENDED WARRANTY AND REPAIR	1	3 YEAR	\$781.25	\$156.25	\$625.00	\$625.00
3	WGB-0167A	VIDEO EQUIPMENT,4RE STANDARD SSD PANORAMIC CABIN	1		\$6,988.00	\$1,397.60	\$5,590.40	\$5,590.40
Subtotal								\$8,219.25
Total Discount Amount								\$1,643.85
Grand Total								\$6,575.40(USD)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
			\$5,950.40	
Upfront Subscription Fee				
	4RE In car Video System	Annually	\$208.33	
Sub Total:			\$6,158.73	
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	4RE In car Video System	Annually	\$208.33	\$208.33
Year 3 Subscription Fee				
	4RE In car Video System	Annually	\$208.33	\$208.33
Sub Total:				\$416.67
Grand Total System Price (Inclusive of Upfront and Annual Costs)				\$6,575.40

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



4RE IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The 4RE In-Car Video System lets users easily capture more footage and quickly upload high-definition video evidence without having to sacrifice time and situational awareness.

High Definition, Hands Free Evidence Capturing

The 4RE In-Car Video System is equipped with high-definition cameras with hands-free uploading capabilities, making the capture and upload of clear video evidence as easy as possible. The cameras record at 720p resolution and use an Ultra Wide Dynamic Range technology that dramatically improves the quality of video, especially in difficult lighting situations. This helps capture video evidence that is clear and easy to monitor. 4RE cameras are also equipped with patented Record-After-the-Fact® (RATF) technology, which allows users to go back in time and capture important evidence, even if the recording function was not activated and the incident happened days before.



The 4RE offers a dual drive structure with both an internal and removable USB drive for storage, and supports wireless upload. Wireless uploading capabilities through both Wi-Fi and LTE networks eliminate the need for trips to and from stations to upload evidence. The 4RE's patented multiple resolution encoding allows officers to save footage of critical incidents in HD and routine occurrences in a lower resolution at the same time. This eliminates the compromise between video quality and file storage needs. Event tags can be configured to determine which resolution is uploaded to the digital evidence management system (DEMS), as well as drive which files are automatically saved to it.

It includes three high-definition camera options; the ZSL, Panoramic X2, and the Mini-Zoom; which offer single and multi-camera, split-screen viewing on the display. Additional wireless microphones are included to enhance audio quality and amount of captured evidence.

The 4RE In-Car Video System can be configured to support the following:

- Up to 3 cameras at once.

Intuitive Display and Interface

The 4RE's display offers an easy-to-navigate 4.3" LED control panel with a backlit touch screen, allowing for clear view and navigation of the panel. Nearly all functions the officer will interact with are keys laid out along the control panel. Users can also program various sensors to activate a new record event, including emergency lights, siren, auxiliary input, wireless microphone, vehicle speed, and crash detection. Additionally, the 4RE can initiate its Covert Mode, in which the LEDs turn off, and simulates a complete device shutdown while the 4RE records video and audio simultaneously. This provides officers with a way to capture evidence while staying concealed.

The 4RE Mobile Data Computer App is a simple interface that runs on Windows 10 and interfaces with the 4RE through an Ethernet connection. The app also works in conjunction with the control panel, allowing 4RE to have full functionality when the MDC is not available.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

By Alderperson:
Seconded By Alderperson:

Tabbed

#8

A RESOLUTION RELATING TO FINANCIAL INFORMATION REQUESTED BY THE COMMON COUNCIL

WHEREAS, the members of the Common Council (the “Common Council”) of the City of Rensselaer (the “City”) act as “trustees of the property, funds and effects of the City (City Charter § 33); and the Common Council is charged with “the management and control of the finances ... belonging to” the City (City Charter § 96); and

WHEREAS, consistent with General Municipal Law § 103, section 75 of the City Charter mandates that all “contracts for public work involving an expenditure of more than \$35,000.00 ... shall be awarded by the Common Council to the lowest responsible bidder ... after advertisement for, sealed bids ...” (Emphasis supplied); and

WHEREAS, Chapter 45 of the City’s Code, Procurement Policy, requires Public Works contracts that are “estimated” to exceed \$35,000.00 be “Publicly Bid;” and

WHEREAS, Chapter 45 further states that all “Public Works contracts greater than Ten Thousand Dollars (\$10,000.00) shall be subject to Common Council approval” (Code § 45-02; (c)); and

WHEREAS, General Municipal Law § 103(1) makes clear that in determining the bidding requirements for an acquisition the City is obligated to “consider the reasonably expected aggregate amount of all of the purchases of the same ... services to be made within the twelve-month period commencing on the date of the purchase ...;” and

WHEREAS, pursuant to General Municipal Law § 103(3) “[n]o ...political subdivision ... shall contract for any [] services through the county in which the political subdivision ... is located ... when bids and offers have been received for such ... services ... unless ... the contract for such services may be entered into upon the same terms, conditions and specifications at a lower price through the county;” and

WHEREAS, the Mayor and the City's Commissioner of Public Works seek to award contracts for Public Works that have not been Publicly Bid—by attempting to award the contracts under County contracts, without confirming that the pricing under those County contracts is lower than could be obtained through public bidding process; and

WHEREAS, the Mayor and the City's Commissioner of Public Works have also attempted in recent years to solicit and open bids for Purchase and Public Works contracts without notifying the Common Council, in advance, that bids were being solicited and/or opened.

NOW, THEREFORE, BE IT RESOLVED, as follows:

- 1 The Common Council confirms that all Purchase and Public Works contracts in excess of the specified thresholds must be Publicly Bid—to ensure that the City secures the best possible pricing for its taxpayers.
- 2 The Common Council directs that it be notified, in advance, of any bids that are to be solicited and/or opened for any Purchase and/or Public Works contract.

Approved as to form and sufficiency
this 29th day of July, 2024.

Corporation Counsel

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Ernest K. Dambrose	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Andrew P. Kretschmar	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Anne E. Burton	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				