



CITY OF CHARLESTON West Virginia



Council Member – 12th WARD

Joseph Jenkins
839 Gordon Drive
Charleston, West Virginia 25303
304-575-9202
joseph.jenkins@cityofcharleston.org

Finance Committee, Chair
Parking Committee, Chair
Public Safety Committee

AGENDA **FINANCE COMMITTEE MEETING** **Monday, August 19, 2019** **6:15 PM**

I. DISCUSSION:

- a. Approval of Previous Minutes – August 5, 2019.

II. RESOLUTIONS:

- a. Resolution No. 228-19 - Authorizing the Mayor or City Manager to submit a grant application to the Department of Justice - Edward Byrne Memorial Justice Assistance Grant program in the amount of \$140,665.00 and administer any funds awarded.
- b. Resolution No. 229-19 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with the Kanawha County Commission designating the City as the applicant and fiscal agent for the Edward Byrne Memorial Justice Assistance Grant application.
- c. Resolution No. 230-19 - Authorizing settlement of claims against the City by juveniles XW and FW.
- d. Resolution No. 231-19 - Authorizing the Mayor or City Manager to enter into a 25-year agreement with the United States Geological Survey for the installation and maintenance of a stream gaging station on the South Side Bridge.
- e. Resolution No. 232-19 - Authoring the Mayor or City Manager to submit an application to the Kanawha County Commission Public Safety Grant Committee in the amount of \$15,000 and administer any funds awarded.
- f. Resolution No. 233-19 - Authorizing the Mayor or City Manager to renew a policy of insurance for cyber-attack coverage from Beazley Insurance Company.

- g. Resolution No. 234-19 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with Kanawha Valley Collective, Inc., for the Family Reunification and Enhancement Opportunity Project.

III. BILLS:

- a. Bill No. 7828 - A Bill granting a non-exclusive franchise to Shentel Communications, LLC for the use of the streets and other public rights-of-way for the purposes of constructing, installing and maintaining network facilities for telecommunication services.

IV. BIDS/PURCHASES:

- a. Purchase of Portland Cement Concrete.

***This agenda was amended August 15, 2019**

***Meetings may be recorded and broadcast via internet <https://charlestonwv.civicclerk.com>**

MINUTES
FINANCE COMMITTEE MEETING
6:20 P.M., AUGUST 5, 2019
A/V CONFERENCE ROOM

Bobby Reishman, Vice Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:20p.m., August 5, 2019, in the Audio/Visual Room in City Hall.

A silent roll was taken by the Clerk and a quorum was established. The following committee members were present:

Bobby Reishman, Vice Chair
Mary Beth Hoover
Will Laird
Shannon Snodgrass

I. DISCUSSION:

a. Councilmember Snodgrass asked for unanimous consent to dispense with the reading of the minutes for the July 15, 2019 meeting and that they be approved as distributed. There was no objection and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 215-19 - Authorizing approval of Amendment No. 2 in the FY 2019- 2020 General Fund Budget as indicated on the attached list of accounts.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the approval of Amendment No. 2 in the FY 2019- 2020 General Fund Budget as indicated on the attached list of accounts.

Councilmember Reishman added that the three (3) budget amendments are recognizing the Coal Severance Tax increase.

Councilmember Snodgrass moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Vice Chairperson Reishman declared Resolution 215-19 approved.

General Fund FY 2019-2020 Budget Amendment No. 2 - August 5, 2019

Account No.	Department	Account Description	Amount
001 910 01 000 5 566	Civic Center Support	Debt Service	(52,103)
001 910 01 002 5 566	Civic Center Support	Operational Subsidy - Other	52,103
To re-classify certain Civic Center subsidies as a result of additional coal severance revenue			

- b. Resolution No. 216-19 - Authorizing approval of Amendment No. 1 in the FY 2019- 2020 Charleston Coliseum and Convention Center Budget as indicated on the attached list of accounts.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the approval of Amendment No. 1 in the FY 2019- 2020 Charleston Coliseum and Convention Center Budget as indicated on the attached list of accounts.

Councilmember Snodgrass moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Vice Chairperson Reishman declared Resolution 216-19 approved.

Colesium and Convention Center FY 2019-2020 Budget Amendment No. 1 - August 5, 2019

Account No.	Department	Account Description	Amount
402 358 00 0342	Civic Center Revenues	Trf In - Coal Severance Fund	(52,103)
402 358 00 0341	Civic Center Revenues	Trf In - General Fund - Debt Svc.	52,103

To true up sources of transfer-in revenues as a result of additional coal severance revenue.

- c. Resolution No. 223-19 - Authorizing approval of Amendment No. 1 in the FY 2019- 2020 Coal Severance Budget as indicated on the attached list of accounts.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the approval of Amendment No. 1 in the FY 2019- 2020 Coal Severance Budget as indicated on the attached list of accounts.

Councilmember Snodgrass moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Vice Chairperson Reishman declared Resolution 223-19 approved.

Coal Severance Fund FY 2019-2020 Budget Amendment No. 1 - August 5, 2019

Account No.	Department	Account Description	Amount
002 298 0		Coal Severance Tax - Balance on Hand	(52,103)
002 000 00 000 5 566		Contributions to Other Funds	52,103

To recognize coal severance tax receivable to establish the beginning balance for FY 2020

- d. Resolution No. 224-19 - Authorizing the Mayor or City Manager to sign Change Order No. 1 with Carpenter Reclamation, Inc., in the amount of \$1,743.40 for additional work performed for the slip repair construction project on Gordon Drive. The additional costs will increase the contract price from \$71,494.00 to \$73,237.40.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is hereby authorized and directed to sign Change Order No. 1 with Carpenter Reclamation, Inc., in the amount of \$1,743.40 for additional work performed for the slip repair construction project on Gordon Drive. The additional costs will increase the contract price from \$71,494.00 to \$73,237.40.

Councilmember Snodgrass moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Vice Chairperson Reishman declared Resolution 224-19 approved.

GORDON DRIVE SLIP REPAIR #E1-02/19-122



CHANGE ORDER NO.1

Council Approval of Contract:

March 18, 2019

Contractor:

Carpenter Reclamation, Inc.
P.O. Box 13015
Charleston, WV 25360

Description:

In March 2019 City Council approved a \$71,494.00 contract for the Gordon Drive Slip Repair Project. The final cost of the project is \$1,743.40 over the original contract amount for a total amount of \$73,237.40.

Additional work was performed during construction, the work consisted of installing 140 linear feet of storm sewer, 80 linear feet of sanitary sewer service line and four (4) days of material and debris removal on another site. The original contract included a \$15,000 allowance which was included to accommodate for the actual cost of unanticipated work in which the exact quantity could not be determined at the time of bidding.

Changes in work include:

1) Four days of removing debris and soil material from another site at \$3,500/day	\$14,000.00
2) 140 linear feet of storm sewer installation at \$24.16/ L.F.	\$3,382.40
3) 80 linear feet of sanitary sewer installation at \$5/L.F.	\$400.00
4) An additional 1.1 cubic yards for Item 3.04 EXCAVATION ONSITIE SOILS	\$11.00
5) A deduction of 10 cubic yards for Item 3.06 UNDERDRAINS	\$1,050.00
\$15,000 Allowance Item 3.09 ALLOWANCES on original contract	\$15,000.00
TOTAL	\$1,743.40

Approved by:

Accepted by:

City of Charleston

Carpenter Reclamation, Inc.

Date

Date

- e. Resolution No. 225-19 - Authorizing the Mayor or City Manager to enter into a contract with Oracle Elevator in the amount of \$42,588.00 per year, for the Annual Maintenance for Vertical Transportation at the Charleston Coliseum and Convention Center pursuant to the results of a competitive bidding process. The price is held firm for each year of the three (3) year term, with no price adjustment during the term agreement, and is to be charged to Account No. 402-910-01-000-2-230 – Charleston Coliseum and Convention Center, Contract Services.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with Oracle Elevator in the amount of \$42,588.00 per year, for the Annual Maintenance for Vertical Transportation at the Charleston Coliseum and Convention Center pursuant to the results of a competitive bidding process. The price is held firm for each year of the three (3) year term, with no price adjustment during the term agreement.

Councilmember Snodgrass asked if a contract that included all elevators the City maintains is possible. City Manager, Jonathan Storage, answered that a contract of that type would be difficult to do because each elevator (particularly the newer ones) have different computer systems, structural elements etc.

Councilmember Snodgrass moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Vice Chairperson Reishman declared Resolution 225-19 approved.

Vertical Transport Maintenance Agreement
Bid Opening: July 8, 2019 @ 11:00am

	Oracle Elevator	DC Elevator	Schindler Elevator Corporation	Thyssenkrupp Elevator
	4776 Chimney Drive	521 Slack Street, Suite B	230 Bilmar Drive	901 Morris Street
	Charleston, WV 25302	Charleston WV, 25302	Pittsburg, PA 15205	Charleston WV, 25301
	P: (304) 744-4020	P: (304) 345-7222	P: (412) 578-6600	P: (304) 342-0187
	steven.scott@oracleelevator.com	kathy.davis@dcelevator.com	daniel.bauer@schindler.com	eric.hackney@thyssenkrupp.com
Maintenance Agreement per year	\$42,588.00	\$76,800.00	\$49,080.00	\$100,752.00

- f. Resolution No. 226-19 - Authorizing the Mayor or City Manager to enter into a contract with Shield Roofing and Construction LLC, in the amount of \$50,000.00 for the roof replacement of Fire Station No. 7 located at 128 Cora Street pursuant to the results of a competitive bidding process.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with Shield Roofing and Construction LLC, in the amount of \$50,000.00 for the roof replacement of Fire Station No. 7 located at 128 Cora Street pursuant to the results of a competitive bidding process.

Councilmember Snodgrass moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Vice Chairperson Reishman declared Resolution 226-19 approved.

City of Charleston, WV
Roof Replacement for Fire Station No. 7- Charleston Fire Department
Bid Opening: July 31, 2019 @ 11:00a.m.

	Shield Roofing and Construction LLC 206 4th St. E South Point, OH 45680 P: (740)861-0286 beldred@shieldroofing.biz	Murray Sheet Metal Co 3112 Northwestern Pike Parkersburg, WV 26104 P: (304) 428-4623 randy@murrayheetmetal.com	Thoroughbred Construction Group 475 Commerce Drive Ironton, OH 45659 P: (740)442-7253 beldred@shieldroofing.biz
Metal Roof	\$50,000.00	\$145,138.00	\$69,160.50
Total Bid	\$50,000.00	\$145,138.00	\$69,160.50
Delivery (days from date of firm order)	Start Date August 31, 2019	Start Date September 3, 2019	Start Date August 15, 2019

- g. Resolution No. 227-19 - Authorizing the Mayor or City Manager to enter into a contract with Bypass Mobile LLC, in the amount of \$104,272.00 for a catering point of sale solution at the Charleston Coliseum and Convention Center pursuant to the results of a competitive bidding process.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is authorized to enter into a contract with Bypass Mobile LLC, in the amount of \$104,272.00 for a catering point of sale solution at the Charleston Coliseum and Convention Center pursuant to the results of a competitive bidding process.

Storage added that a point of sale solution is a cashier/computer registration system that allows you to order drinks off a standard menu with standard pricing, tracks inventory etc.

Councilmember Laird confirmed that this is a one-time expenditure with \$50,000 for year 2.

Councilmember Snodgrass moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative Vice Chairperson Reishman declared Resolution 227-19 approved.

Point of Sale Solution - CCCC Bid Openng: July 16, 2019 @10:30a.m.				
	Micros Retail Systems 1200 Harbor Blvd. Weechawken, NJ 07086 P: (201) 866-1000 ext 225 tzerrenner@micronyc.com	Bypass Mobile LLC 901 S. Mopao Expressway Building 111, Suite 200 Austin, TX 78746 P: (512) 960-2142 chad@bypassmobile.com	Appetize Technologies, Inc. 6601 Center Dr., Suite 700 Los Angeles, CA 90045 P: (407) 5382545 perry.reague@appetizeapp.com	NCR Corporation 864 Spring Street Atlanta, GA 30308 P: (800) 225-5627 danny.brown@ncr.com
Catering Point of Sale	\$197,337.18	\$104,272.00	\$136,497.35	\$119,368.48
Project Completion	42 days from signed contract	60 days from signed contract	90 days from signed contract	**bid rejected
Total Bid	\$197,337.18	\$104,272.00	\$136,497.35	\$119,368.48

** the NCR Corporation bid was rejected due to non-compliance for the following reasons: Bid was not submitted in a sealed envelope bearing the name of project, and date of bid opening, received late and mailed to an incorrect address as it clearly states in the bid document.

III. BIDS/PURCHASES:

- a. A bid submitted by American Asphalt of West Virginia for purchase of Bituminous Concrete (asphalt) on an as needed basis at \$71.00 per ton for Wearing Course Material Type 1; and \$68.00 per ton for Patching and Leveling Material Type 1 to be used by the Public Works Department.

To be charged to Account No. 001-750-00-000-3-341, Street—Materials & Supplies

Councilmember Reishman confirmed that this is an increase of \$3/per ton.

Councilmember Snodgrass moved to approve the Committee Report. With a majority of members present recorded thereon as voting in the affirmative Vice Chairperson Reishman declared the Committee Report approved.

Bituminous Concrete - Public Works
Bid Opening: July 8, 2019 @ 11:00am

	American Asphalt of WV P.O. Box 229 Kenova, WV 25530 P: (304) 453-6196 blacktop75@aol.com	West Virginia Paving, Inc. P.O. Box 544 Dunbar, WV 25064 P: (304) 768-9733 rjohnson@wvpaving.com
	Price Per Ton	Price Per Ton
Wearing Course Material Type 1, Item 401-2-1	\$71.00	\$81.00
Patching & Leveling Type 1, Item 401-3-1	\$68.00	\$76.50

- b. A purchase from Watch Guard Inc., in the amount \$114,475.00 for purchase of nineteen (19) body worn and in-car camera bundles to be used by the Charleston Police Department. The vendor was selected through a competitive bidding process.

To be charged to Account No 094-976-19-000-4-459, Police—2018 BJAG Grant

Councilmember Hoover confirmed that these will be for the newly purchased cars.

Storage added that it is covered by federal grant money with no matched required of the City.

Councilmember Snodgrass moved to approve the Committee Report. With a majority of members present recorded thereon as voting in the affirmative Vice Chairperson Reishman declared the Committee Report approved.

Body Worn and In-Car Cameras - Charleston Police Department
 Bid Opening: July 15, 2019 @ 11:00 a.m.

Sheehy Ford Municipal Sales & Service 641 Johnston Willis Drive North Chesterfield, VA 23236 P: (804) 419-1376 Nickcrisi@sheehy.com				
	Quantity	Make/Model	Unit Price	Total Cost
Body Worn Camera & In-Car Camera Bundles	19	VISTA HD WIFI & 4RE System Bundle	\$5,495.00	\$104,405.00
4RE-InCar 802.11n Wireless Kit	19	VISTA	\$200.00	\$3,800.00
HD Panoramic Camera Upgrade	19	VISTA	\$200.00	\$3,800.00
Evidence Library 4 - VISTA Device License	19	VISTA	\$75.00	\$1,425.00
Evidence Library 4 - VISTA/4RE Combo-Discount Device License	19	VISTA	\$150.00	\$2,850.00
Warranty 4RE, In-car, 1st year	19		Included	Included
Warranty 4RE, In-car, 2nd year	19		Included	Included
Warranty 4RE, In-car, 3rd year	19		Included	Included
Warranty 4RE, In-car, 4th year	19		\$325.00	\$6,200.00
VISTA Warranty, 1st year	19		Included	Included
VISTA Warranty, WiFi 3 Year No- Fault	19		\$450.00	\$8,550.00
Shipping, if applicable				\$0.00
Delivery			60 days	
Total Bid				
			\$124,830.00	

WatchGuard Video 415 E. Exchange Parkway Allen, TX 75002 P: (972) 423-9777 bids@watchguardvideo.com				
	Quantity	Make/Model	Unit Price	Total Cost
Body Worn Camera & In-Car Camera Bundles	19	VISTA HD WIFI & 4RE System Bundle	\$5,000.00	\$95,000.00
4RE-InCar 802.11n Wireless Kit	19	VISTA	\$200.00	\$3,800.00
HD Panoramic Camera Upgrade	19	VISTA	\$200.00	\$3,800.00
Evidence Library 4 - VISTA Device License	19	VISTA	\$125.00	\$2,375.00
Evidence Library 4 - VISTA/4RE Combo-Discount Device License	19	VISTA	\$50.00	\$950.00
Warranty 4RE, In-car, 1st year	19		\$0.00	Included
Warranty 4RE, In-car, 2nd year	19		\$0.00	Included
Warranty 4RE, In-car, 3rd year	19		\$0.00	Included
Warranty 4RE, In-car, 4th year	19		\$325.00	\$6,200.00
VISTA Warranty, 1st year	19		\$0.00	Included
VISTA Warranty, WiFi 3 Year No- Fault (Body Cams)	19		\$450.00	\$8,550.00
Shipping, if applicable				\$0.00
Delivery			45 days	
Total Bid				
			\$114,475.00	

*** We will be purchasing 19 Body Worn & In-Car Camera bundles. The funds being used are from a grant, the stipulations within the grant says that we cannot purchase the extended warranty (see the highlighted row above) therefore, this gives us additional money to purchase three additional bundles.

- c. A bid submitted by Shambin Stone for purchase of various classes and sizes of aggregate at the prices listed on the attached tabulation sheet. The aggregate will be used by the Public Works Department on projects undertaken throughout Fiscal Year 2019-2020.

To be charged to Account No. 001-750-00-000-3-341, Street—Materials & Supplies

Councilmember Reishman confirmed that the prices are overall about \$4/ton less than the previous year.

Councilmember Snodgrass moved to approve the Committee Report. With a majority of members present recorded thereon as voting in the affirmative Vice Chairperson Reishman declared the Committee Report approved.

Various Sizes of Aggregate - Public Works
Bid Opening: July 8, 2019 @ 11:00am

	Martin Marietta 36 Lower Plant Road Institute, WV 25112 P: (304) 679-9078 joseph.mccallister@martinmarietta.com	Martin Marietta 1100 Pennsylvania Avenue Charleston, WV 25302 P: (304) 679-9078 joseph.mccallister@martinmarietta.com	Shamblin Stone P.O. Box 510 Dunbar, WV 25064 P: (304) 766-7316 jackconner@mulzer.com
	Bid #1	Bid #2	
	Prices per Ton	Prices per Ton	Prices per Ton*
River Gravel #57	\$23.55	\$27.05	\$25.20
Masonry Sand	\$22.90	\$26.10	\$22.65
Dry Bed	\$16.00	\$21.60	\$20.00
Limestone #2	\$24.60	\$28.60	No Bid
Limestone #3	\$24.60	\$28.60	\$23.05
Limestone #57	\$24.60	\$28.60	\$23.05
Limestone #67	\$24.90	\$28.85	\$23.75
Limestone: 1 1/2" Crusher Run	\$20.85	\$25.85	\$22.55
Limestone #467	\$24.60	\$28.60	\$23.05

Councilmember Snodgrass motioned to adjourn the meeting.

Meeting adjourned.

Resolution No. 228-19

Introduced in Council

Passed by Council

August 19, 2019

Introduced by
Joseph Jenkins

Referred from
Finance Committee

1 Resolution No. 228-19 - Authorizing the Mayor or City Manager to submit a grant
2 application to the Department of Justice - Edward Byrne Memorial Justice
3 Assistance Grant program in the amount of \$140,665.00 and administer any funds
4 awarded. The Charleston Police Department will use \$104,059.00 to provide
5 training and equipment for the Hybrid Unit, radios, one pole camera and overtime.
6 The Kanawha County Sheriff's Department will utilize \$36,606.00 to purchase
7 crime scene investigation supplies.

8

9 Be it Resolved by the Council of the City of Charleston, West Virginia:

10

11 That the Mayor or City Manager is hereby authorized to submit a grant application
12 to the Department of Justice - Edward Byrne Memorial Justice Assistance Grant
13 program in the amount of \$140,665.00 and administer any funds awarded.

Resolution No. 229-19

Introduced in Council

Passed by Council

August 19, 2019

Introduced by
Joseph Jenkins

Referred from
Finance Committee

1 Resolution No. 229-19 - Authorizing the Mayor or City Manager to enter into a
2 Memorandum of Understanding with the Kanawha County Commission
3 designating the City as the applicant and fiscal agent for the Edward Byrne
4 Memorial Justice Assistance Grant application.

5

6 Be it Resolved by the Council of the City of Charleston, West Virginia:

7

8 That the Mayor or City Manager is hereby authorized to enter into a Memorandum
9 of Understanding with the Kanawha County Commission designating the City as
10 the applicant and fiscal agent for the Edward Byrne Memorial Justice Assistance
11 Grant application.

Resolution No. 230-19

Introduced in Council:

August 19, 2019

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance Committee

1 **Resolution No. 230-19** - Authorizing settlement of pending disputed claims against the
2 City by juveniles, known as X.W. and F.W., as recommended by the City Solicitor.

3

4 **Now, therefore, be it Resolved by the Council of the City of Charleston, West**
5 **Virginia:**

6

7 That the City Council hereby authorizes and approves the settlement of pending
8 disputed claims against the City by X.W. in the amount of \$105,000 and F.W. in the
9 amount of \$25,000, as recommended by the City Solicitor. The City Council
10 acknowledges that due to the involvement of juveniles, the settlement will not be
11 finalized until it is approved by the Circuit Court of Kanawha County. The City Council
12 authorizes the City Solicitor and City Manager to take all necessary steps to finalize
13 resolution of the claims.

14

Resolution No. 231-19

Introduced in Council:

August 19, 2019

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance Committee

Resolution No. 231-19 - Authorizing the Mayor or City Manager to enter into a 25-year agreement with the United States Geological Survey for the installation and maintenance of a stream gaging station on the South Side Bridge for the purpose of streamflow measurement and/or water quality sampling of the Kanawha River.

Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

The Mayor or City Manager is authorized to enter into a 25-year agreement with the United States Geological Survey for the installation and maintenance of a stream gaging station on the South Side Bridge for the purpose of streamflow measurement and/or water quality sampling of the Kanawha River.

Close

Form 9-1482
Revised (October 2002)

U.S. DEPARTMENT OF THE INTERIOR
U.S. Geological Survey

Agreement Number

AGREEMENT FOR INSTALLATION AND MAINTENANCE OF GAGING STATION *

The landowner agrees that the U.S. Geological Survey (USGS), VA-WV Water Science Center may install and maintain a gaging station on the landowner's property at a mutually agreed-upon site at the location listed below. The landowner also agrees that the USGS will have access to the site, as it reasonably deems necessary for streamflow measuring and/or water-quality sampling during the life of this agreement.

Description of the gaging station, located at Lat. 38.347284 Long. -81.636512
and/or

South Side Bridge, Charleston, WV, located on railing on downstream side of bridge near right bank.

(Provide other location description and/or attach map, plat, drawings, photographs, or other descriptive information)

Excavation and/or installation of the gaging station, at the USGS's own expense, may begin any time after this agreement is fully executed. The gaging station shall be excavated, installed, and properly maintained by the USGS. This Agreement shall be regarded as granting a license or easement, whichever may most appropriately characterize it under applicable state law, in favor of USGS to enter landowner's property for the purposes noted herein.

At the expiration of this agreement, the gaging station may be disposed of in one of the following ways:

1- Removal by the USGS, at its own cost and expense, within a reasonable time after the expiration of this agreement. Upon removal of the station, the USGS shall restore the landowner's property, also at its own expense, as nearly as possible to the condition when installed, or

2- Transfer to a state, local, or tribal government agency or Federal Energy Regulatory Commission licensee under a separate written agreement, if approved by the landowner and the USGS Regional Executive.

During the life of this agreement, the Federal Government will be liable for any loss related to the installation, operation, maintenance, and other activities associated with the gaging station described above in accordance with, and to the extent permitted under, the Federal Tort Claims Act (28 U.S.C. §§1346(b) and 2671 et seq).

This agreement shall become effective when fully executed and shall remain in full force for 25 year(s) 0 month(s) unless terminated earlier by USGS upon 60 days written notice.

After 25 year(s) 0 month(s), the agreement will continue in force until terminated by either the USGS or the landowner upon 60 days written notice to the other party.

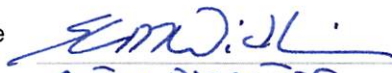
* For the purpose of this agreement, "gaging station" includes all stilling wells and structure, including cableways and equipment, used in the operation and maintenance of the monitoring site.

Landowner City of Charleston
Address 501 Virginia Street East, Charleston, WV 25301
Telephone Number 304-348-8014

USGS Water Science Director Bennett, Mark R.
Address 1730 E Parham Road, Richmond, VA 23228
Telephone Number 804-261-2600

USGS Project Chief White, Jeremy S.
Telephone Number 304-347-5130 x246

U.S. Geological Survey Signature/Date


Acting Director

8/13/19

Landowner Signature/Date

As consideration for the rights and privileges granted herein, the USGS will pay the landowner the sum of \$0 upon presentation of a bill, subject to the availability of appropriations by the Congress.

Landowner	City of Charleston
Address	501 Virginia Street E, Charleston, WV 25301
Telephone Number	304-348-8014

USGS Water Science Director	Bennett, Mark R.
Address	1730 E Parham Rd, Richmond, VA 23228
Telephone Number	804-261-2600

USGS Project Chief	White, Jeremy S.
Telephone Number	304-347-5130 x246

U.S. Geological Survey
Signature/Date


Acting Director

8/13/19

Landowner Signature/Date

Notary Seal:

Resolution No. 232-19

Introduced in Council:

Adopted by Council:

August 19, 2019

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

1 Resolution No. 232-19 - Authoring the Mayor or City Manager to submit an application to the
2 Kanawha County Commission Public Safety Grant Committee in the amount of \$15,000 and
3 administer any funds awarded. These funds will be utilized by the Charleston Fire Department
4 to purchase active shooter response kits for mass casualty trauma response. There is no match
5 required on these funds.

6

7 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

8

9 That the Mayor or City Manager is hereby authorized to submit an application to the Kanawha
10 County Commission Public Safety Grant Committee in the amount of \$15,000 and administer
11 any funds awarded.

Resolution No. 233-19

Introduced in Council:

August 19, 2019

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance Committee

1 **Resolution No. 233-19** - Authorizing the Mayor or City Manager to renew a policy of
2 insurance for cyber-attack coverage from Beazley Insurance Company with a
3 \$5,000,000 policy limit and an annual premium of \$34,766.01, where the policy of
4 insurance will cover both the City of Charleston and the Charleston Sanitary Board with
5 premium costs to be shared between the two entities.

6

7 **Now, therefore, be it Resolved by the Council of the City of Charleston, West**
8 **Virginia:**

9

10 The Mayor or City Manager is authorized to renew a policy of insurance for cyber-attack
11 coverage from Beazley Insurance Company with a \$5,000,000 policy limit and an
12 annual premium of \$34,766.01, where the policy of insurance will cover both the City of
13 Charleston and the Charleston Sanitary Board with premium costs to be shared
14 between the two entities.

City of Charleston and Charleston Sanitary Board

Cyber Coverage & Pricing Comparison

Presented by:

**Frank A. Baer III, J.D., CIC
Chairman & CEO**

08/20/19 - 08/20/20



City of Charleston:

Insurance Co./Coverage:	Beazley Insurance Company 2018 Coverage	Beazley Insurance Company 2019 Renewal Quote
Annual or Policy Aggregate as Indicated:	There are three (3) annual aggregates: (1) aggregate for up to 250,000 Notifications;(1) Aggregate for up to \$1MM of Crisis Management Services;(1) Policy Aggregate	There are three (3) annual aggregates: (1) aggregate for up to 250,000 Notifications;(1) Aggregate for up to \$1MM of Crisis Management Services;(1) Policy Aggregate
1st Party Liability Limits:		
Cyber Incident Response Fund:1st Party Expenses Incurred as the result of a Privacy/Security breach including but not limited to forensic expenses, public relation expenses, notification & legal expenses.	One (1) Aggregate for up to 250,000 notifications; One (1) Aggregate for up to \$1,000,000 for Crisis Management Services	One (1) Aggregate for up to 250,000 notifications; One (1) Aggregate for up to \$1,000,000 for Crisis Management Services
Electronic Business Interruption & Extra Expense Loss Caused by a Network Security Breach:1st party expenses for loss of income and extra expenses	\$3,000,000 (Waiting Period = 10 Hours)	Option 1 = \$3,000,000 Option 2 = \$5,000,000 (Waiting Period = 10 Hours)
Electronic Business Interruption & Extra Expense Loss Caused by a Network System Failure: 1st party expenses for loss of income and extra expenses	\$3,000,000 (Waiting Period = 10 Hours)	Option 1 = \$3,000,000 Option 2 = \$5,000,000 (Waiting Period = 10 Hours)
Dependent Electronic Business Interruption & Extra Expense Loss Caused by a security breach at a 3rd Party Vendor: 1st party expenses for loss of income and extra expenses.	\$1,000,000 Across All Options (Waiting Period =10 Hours)	\$1,000,000 Across All Options (Waiting Period =10 Hours)

Insurance Co./Coverage:	Beazley Insurance Company 2018 Coverage	Beazley Insurance Company 2019 Renewal Quote
Dependent Electronic Business Interruption & Extra Expense Caused by a Systems Failure at the 3rd Party Vendor: 1 st party expenses for loss of income and extra expenses	\$1,000,000 Across All Options (Waiting Period = 10 Hours)	\$1,000,000 Across All Options (Waiting Period = 10 Hours)
Digital Data Recovery: 1 st Party Expenses associated with the recovery of damaged data on an insured computer system as the result of a cyber breach	\$3,000,000	Option 1 = \$3,000,000 Option 2 = \$5,000,000
Electronic Extortion: Payments to prevent or ameliorate a cyber breach or ransomware attack	\$3,000,000	Option 1 = \$3,000,000 Option 2 = \$5,000,000
3rd Party Liability Limits:		
Cyber, Privacy and Network Security Liability: This provides liability coverage if an insured fails or their computer system fails to prevent a Privacy or Security Breach.	\$3,000,000	Option 1 = \$3,000,000 Option 2 = \$5,000,000
Internet Media Communications: Coverage is provided for those circumstances where an insured commits a personal injury peril including the theft of intellectual property.	\$3,000,000	Option 1 = \$3,000,000 Option 2 = \$5,000,000
Regulatory Defense, Fines & Penalties: Coverage is provided for the defense of any type of regulatory investigation or lawsuit including potential payment of fines & penalties.	\$3,000,000	Option 1 = \$3,000,000 Option 2 = \$5,000,000
Other Insurance Coverage:		
PCI Fines & Penalties:	\$3,000,000	Option 1 = \$3,000,000 Option 2 = \$5,000,000
HIPAA/HITECH Fines & Penalties:	\$3,000,000	Option 1 = \$3,000,000 Option 2 = \$5,000,000

Insurance Co./Coverage:	Beazley Insurance Company 2018 Coverage	Beazley Insurance Company 2019 Renewal Quote
GDPR Cyber Endorsement:	Yes	Yes
Post Breach Remedial Services Endorsement:	Yes Provided for up to 100 Hours of free risk management service	Yes Provided for up to 100 Hours of free risk management service
Amendatory Endorsement for Utilities:	Yes Provided per the endorsement wording	Yes Provided per the endorsement wording
*Cryptojacking Endorsement:	Not Provided	Yes, Provided up to a sub limit = \$250,000
*California Consumer Privacy Act Endorsement:	Not Provided	Yes Provided to match policy limits
*Amend Other Insurance Clause:	Not Provided	Primary with respect to Breach Response Services, Cyber Extortion and Data Loss Recovery
*Voluntary Shutdown Coverage:	Not Provided	Yes for an additional 5% Premium charge specific to a Business Interruption Loss
*Reputation Loss:	A sub limit of \$1,000,000 on the 2017 version	A sublimit of \$1,000,000 for both options; 2019 Version provides additional coverages
Telecommunications Fraud:	\$250,000	\$250,000
Social Engineering/ Fraudulent Instruction:	\$250,000	\$250,000
Electronic Crime/Funds Transfer Fraud:	\$250,000	\$250,000
Criminal Reward Coverage	\$50,000	\$50,000
Retentions/ Agreement:	\$25,000 per Insuring Agreement; \$10,000 for Forensic, Public Relations & Crisis Management Expenses; \$5,000 for Legal Expenses	\$25,000 per Insuring Agreement; \$10,000 for Forensic, Public Relations & Crisis Management Expenses; \$5,000 for Legal Expenses
Continuity Date/Pending or Prior Acts Date:	August 20, 2018	August 20, 2018
Retroactive Date:	Full Prior Acts	Full Prior Acts
Annual Premium: (Does Not Include any Taxes or Fees)	\$3,000,000 = \$22,088	\$3,000,000 = \$23,192 \$5,000,000 = \$33,153

City of Charleston and Charleston Sanitary Board
Cyber Coverage & Pricing

Beazley

Limit	Retention	Expiring Premium	Renewal Premium
\$3,000,000	\$25,000	\$23,197.56	\$24,351.79
\$5,000,000	\$25,000	N/A	\$34,766.01

Note:

Including Taxes and Fees



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Insurance is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Insured is requested to read their Policy, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding the Policy should be addressed to the following Correspondent:

Beazley USA

SLC-3 (USA) NMA2868 (24/08/2000) (amended)



One Lime Street London EC3M 7HA

SPECIMEN

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

CHOICE OF LAW AND SERVICE OF SUIT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that **GENERAL CONDITIONS** is amended to include:

Service of Suit

It is agreed that in the event of the Underwriters' failure to pay any amount claimed to be due under this Insurance, the Underwriters will, at the **Insured's** request, submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this provision constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of processing such suit may be made upon the Underwriters' representative:

Mendes & Mount, 750 Seventh Avenue, New York, NY 10019-6829

and that in any suit instituted against any one of them upon this contract, the Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

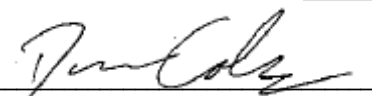
The person or entity named above is authorized and directed to accept service of process on the Underwriters' behalf in any such suit and/or upon the **Insured's** request to give a written undertaking to the **Insured** that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

Pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Underwriters hereby designate the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on the **Insured's** behalf or any beneficiary hereunder arising out of this Policy, and hereby designate the person or entity named above as the persons to whom said officer is authorized to mail such process or a true copy thereof.

Choice of Law

Any disputes involving this Policy will be resolved applying the law of the state of New York.

All other terms and conditions of this Policy remain unchanged.


Authorized Representative

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

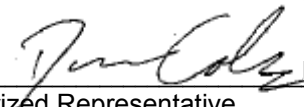
SANCTION LIMITATION AND EXCLUSION CLAUSE

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

BEAZLEY BREACH RESPONSE

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or

possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

SPECIMEN

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

LLOYD'S SECURITY SCHEDULE

Syndicate 2623 82%

Syndicate 623 18%

ALL OTHER TERMS, conditions and limitations of said Certificate shall remain unchanged.

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Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), insurance coverage provided by this Policy includes losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

(LMA 9104 amended)

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

ASBESTOS, POLLUTION, AND CONTAMINATION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

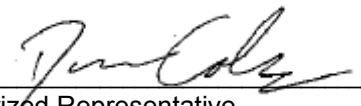
In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Policy will not apply to any **Loss** arising out of either in whole or in part, directly or indirectly arising out of or resulting from or in consequence of, or in any way involving:

1. asbestos, or any materials containing asbestos in whatever form or quantity;
2. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

The Underwriters will have no duty or obligation to defend any **Insured** with respect to any **Claim** or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly, arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;

3. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property; or
4. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or any governmental, judicial or regulatory directive or request that the **Insured** or anyone acting under the direction or control of the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

WAR AND CIVIL WAR EXCLUSION

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

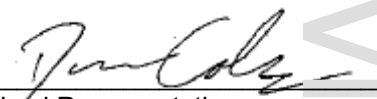
In consideration of the premium charged for the Policy, it is hereby understood and agreed that **EXCLUSIONS** is amended to include:

War and Civil War

For resulting from, directly or indirectly occasioned by, happening through or in consequence of: war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; provided, that this exclusion will not apply to **Cyber Terrorism**.

For purposes of this exclusion, "**Cyber Terrorism**" means the premeditated use of disruptive activities, or threat to use disruptive activities, against a computer system or network with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

All other terms and conditions of this Policy remain unchanged.


Authorized Representative

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

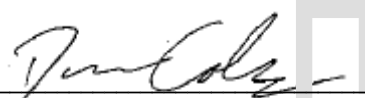
CAP ON LOSSES ARISING OUT OF CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

- A. If aggregate insured losses attributable to "Certified Acts of Terrorism" exceed \$100,000,000,000 in a calendar year and the Underwriters meet the applicable insurer deductible under the Terrorism Risk Insurance Act, the Underwriters are not liable for the payment of any portion of the amount of the losses exceeding \$100,000,000,000. Insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- B. As used in this endorsement, "Certified Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. Terrorism exclusions, or the inapplicability or omission of a terrorism exclusion, do not create coverage for injury or damage otherwise excluded under this Policy.

All other terms, exclusions and conditions of the policy remain unchanged.


Authorized Representative

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

**OTHER INSURANCE CLAUSE – PRIMARY WITH RESPECT TO
FIRST PARTY LOSS**

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

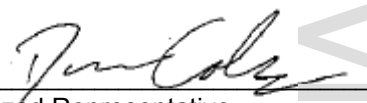
In consideration of the premium charged for the Policy, it is hereby understood and agreed that **Other Insurance** under **GENERAL CONDITIONS** is deleted in its entirety and replaced with the following:

Other Insurance

The insurance under this Policy shall apply in excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this Policy; provided that this Policy shall be primary solely with respect to **Cyber Extortion Loss** and **Data Recovery Costs** covered under the First Party Loss insuring agreements.

The existence of other insurance available to an **Insured** shall not affect the Underwriters' obligations toward an **Insured** in paying **Loss** covered under this Policy nor shall it delay payment of such **Loss**.

All other terms and conditions of this Policy remain unchanged.


Authorized Representative

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

REPUTATION LOSS

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Limit listed in the Declarations under **COVERAGE SCHEDULE** is amended to include:

Reputation Loss: USD \$1,000,000

2. Retention listed in the Declarations under **COVERAGE SCHEDULE** is amended to include:

Each incident giving rise to **Reputation Loss:** USD To Match Elected Retention

3. **INSURING AGREEMENTS** is amended by the addition of:

Reputation Loss

To indemnify the **Insured Organization** for **Reputation Loss** that the **Insured Organization** sustains solely as a result of an **Adverse Media Event** that occurs during the **Policy Period**, concerning:

1. a **Data Breach, Security Breach, or Extortion Threat** that the **Insured** first discovers during the **Policy Period**; or
2. if this policy is a **Renewal**, a **Data Breach, Security Breach, or Extortion Threat** that the **Insured** first discovers during the last 90 days of the prior policy period.

4. **DEFINITIONS** is amended to include:

Adverse Media Event means:

1. publication by a third party via any medium, including but not limited to television, print, radio, electronic, or digital form of previously non-public information specifically concerning a **Data Breach, Security Breach, or Extortion Threat**; or
2. notification of individuals pursuant to part 4. of the **Breach Response Services** definition.

Multiple **Adverse Media Events** arising from the same or a series of related, repeated or continuing **Data Breaches, Security Breaches, or Extortion Threats**, shall be considered a single **Adverse Media Event**, and shall be deemed to occur at the time of the first such **Adverse Media Event**.

Claims Preparation Costs means reasonable and necessary costs that the **Named Insured** incurs to contract with a third party to prepare a proof of loss demonstrating **Reputational Loss**.

Protection Period means the period beginning on the date the **Adverse Media Event** occurs, and ends after the earlier of:

1. 180 days; or
2. the date that gross revenues are restored to the level they would have been but for the **Adverse Media Event**.

Renewal means an insurance policy issued by the Underwriters to the **Named Insured** for the policy period immediately preceding this **Policy Period** that provides coverage for a **Data Breach**, **Security Breach**, or **Extortion Threat** otherwise covered under this Policy.

Reputation Loss means:

1. the net profit or loss before interest and tax that the **Insured Organization** would have earned during the **Protection Period** but for an **Adverse Media Event**; and
2. continuing normal operating expenses incurred by the **Insured Organization** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Protection Period**.

When calculating any **Reputation Loss**, due consideration will be given to any amounts made up during, or within a reasonable time after the end of, the **Protection Period**.

Reputation Loss will not mean and no coverage will be available under this endorsement for any of the following:

- (i) loss arising out of any liability to any third party;
- (ii) legal costs or legal expenses of any type;
- (iii) loss incurred as a result of unfavorable business conditions;
- (iv) loss of market or any other consequential loss;
- (v) **Breach Response Services**; or
- (vi) **Cyber Extortion Loss**;

There will be no coverage available under this endorsement if there is an actual interruption of the **Insured Organization's** business operations for any period of time.

5. **Limits of Liability** under **LIMIT OF LIABILITY AND COVERAGE** is amended to include:

Reputational Loss and **Claims Preparation Costs** covered under this Policy arising from an **Adverse Media Event** concerning any **Data Breach**, **Security Breach**, or **Extortion Threat** (including a series of related, repeated or continuing **Data Breaches**, **Security Breaches**, or **Extortion Threats**) first discovered during the last 90 days of the prior policy period, will be considered to have been noticed to the Underwriters during the prior policy period and will be subject to the **Policy Aggregate Limit of Liability** of the prior policy period. Under such circumstances, if the **Policy Aggregate Limit of Liability** of the prior policy period is exhausted due to payments made under the prior policy, the Underwriter's obligation to pay **Reputational Loss** or **Claims Preparation Costs** under this Policy shall be completely fulfilled and extinguished.

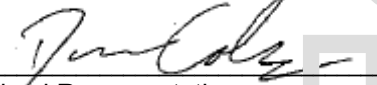
6. **Notice of Claim or Loss** under **GENERAL CONDITIONS** is amended to include:

With respect to **Reputation Loss**, the **Named Insured** must notify the Underwriters through the contacts listed for **Notice of Claim, Loss or Circumstance** in the Declarations as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss.

All **Reputation Loss** must be reported, and all proofs of loss must be provided, to the Underwriters no later than four (4) months after the end of the **Protection Period**.

7. This Policy will cover up to USD 50,000 of **Claims Preparation Costs** in excess of the Retention stated in Section 2. of this endorsement.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

POST BREACH REMEDIAL SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that, following a covered **Data Breach** or **Security Breach** involving the actual **Unauthorized Access or Use** of the **Insured Organization's Computer Systems**, the **Insured Organization** is eligible to receive **Post Breach Remedial Services**.

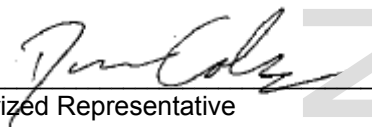
Post Breach Remedial Services means up to 100 hours per **Policy Period** of post-breach computer security consultation and remedial services to be provided by Lodestone Security ("Lodestone"). Such services will be provided at the **Insured Organization's** request as per the description of services attached to this endorsement. **Post Breach Remedial Services** will be considered **Breach Response Services**, and will be available in response to incidents in which forensic services and costs covered under parts 2. and 3. of the definition of **Breach Response Services** have been provided, subject to the applicable Retention. **Post Breach Remedial Services** will not include any costs to purchase or upgrade any hardware or software.

To access **Post Breach Remedial Services**, the **Insured Organization** must:

1. notify the Underwriters that they desire to receive such services; and
2. enter into an engagement agreement with Lodestone to receive such services,

within sixty (60) days following a determination of the actual **Unauthorized Access or Use** of the **Insured Organization's Computer Systems**.

All other terms and conditions of this Policy remain unchanged.


Authorized Representative

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND DATA RECOVERY COSTS

This endorsement modifies insurance provided under the following:

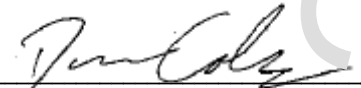
BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Data Recovery Costs insuring agreement is deleted in its entirety and replaced with the following:

Data Recovery Costs

Data Recovery Costs that the **Insured Organization** incurs as a direct result of a **Security Breach** or **System Failure** that the **Insured** first discovers during the **Policy Period**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMENDATORY ENDORSEMENT FOR UTILITIES

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The definition of **Computer Systems** is deleted in its entirety and replaced with the following:

Computer Systems means computers, any software residing on such computers and any associated devices or equipment (including SCADA and other industrial control systems used for generation, production, transmission, or distribution):

1. operated by and either owned by or leased to the **Insured Organization**; or
2. with respect to coverage under the Breach Response and Liability insuring agreements, operated by a third party pursuant to written contract with the **Insured Organization** and used for the purpose of providing hosted computer application services to the **Insured Organization** or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data.

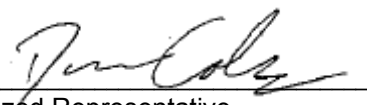
2. The definition of **Regulatory Proceeding** is deleted in its entirety and replaced with the following:

Regulatory Proceeding means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of an Electrical Reliability Organization, any federal, state or local Public Utilities Commission, or any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

3. The definition of **Extra Expense** is deleted in its entirety and replaced with the following:

Extra Expense means reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organization** would have incurred had no **Security Breach, System Failure** or failure of computer security occurred, including reasonable and necessary expenses incurred by the **Insured Organization** to purchase replacement power on the spot market.

All other terms and conditions of this Policy remain unchanged.


Authorized Representative

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

COMPUTER HARDWARE REPLACEMENT COST

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

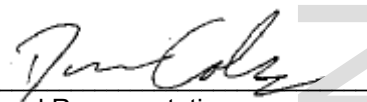
1. The definition of **Extra Expense** is deleted in its entirety and replaced with the following:

Extra Expense means reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organization** would have incurred had no **Security Breach, System Failure, Dependent Security Breach** or **Dependent System Failure** occurred; and includes reasonable and necessary expenses incurred by the **Insured Organization** to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the **Insured Organization** that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a **Security Breach**, provided however that the maximum sublimit applicable to **Extra Expense** incurred to replace such devices or equipment is USD 500,000.

2. Part 2. of the **Bodily Injury or Property Damage** exclusion is deleted in its entirety and replaced with the following:

2. physical injury to or destruction of any tangible property, including the loss of use thereof; but this will not apply to the loss of use of computers or any associated devices or equipment operated by, and either owned by or leased to, the **Insured Organization** that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a **Security Breach**. Electronic data shall not be considered tangible property;

All other terms and conditions of this Policy remain unchanged.


Authorized Representative

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

GDPR CYBER ENDORSEMENT

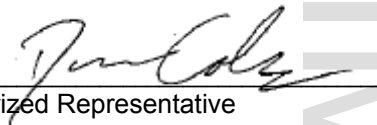
This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Data & Network Liability insuring agreement is amended to include:

5. non-compliance with the following obligations under the EU General Data Protection Regulation (or legislation in the relevant jurisdiction implementing this Regulation):
 - (a) Article 5.1(f), also known as the Security Principle;
 - (b) Article 32, Security of Processing;
 - (c) Article 33, Communication of a Personal Data Breach to the Supervisory Authority; or
 - (d) Article 34, Communication of a Personal Data Breach to the Data Subject.

All other terms and conditions of this Policy remain unchanged.


Authorized Representative

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND DEFINITION OF DATA

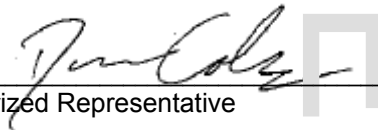
This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged, it is hereby understood and agreed that the definition of **Data** is deleted in its entirety and replaced with the following:

Data means any software or electronic data that exists in **Computer Systems**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND OTHER INSURANCE CLAUSE – PRIMARY WITH RESPECT TO BREACH RESPONSE SERVICES AND FIRST PARTY LOSS

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

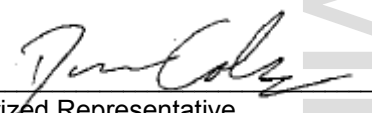
In consideration of the premium charged for the Policy, it is hereby understood and agreed that **Other Insurance** under **GENERAL CONDITIONS** is deleted in its entirety and replaced with the following:

Other Insurance

The insurance under this Policy shall apply in excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this Policy; provided that this Policy shall be primary solely with respect to **Breach Response Services, Cyber Extortion Loss and Data Recovery Costs** covered under the Breach Response and First Party Loss insuring agreements.

The existence of other insurance available to an **Insured** shall not affect the Underwriters' obligations toward an **Insured** in paying **Loss** covered under this Policy nor shall it delay payment of such **Loss**.

All other terms and conditions of this Policy remain unchanged.


Authorized Representative

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

CALIFORNIA CONSUMER PRIVACY ACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

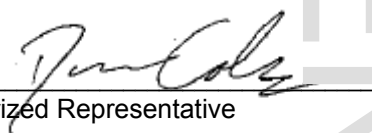
1. The Policy is amended to include the following insuring agreement:

California Consumer Privacy Act

To pay **Penalties** and **Claims Expenses** which the **Insured** is legally obligated to pay because of any **Regulatory Proceeding** first made against any **Insured** during the **Policy Period** for a violation of the California Consumer Privacy Act.

2. The definition of **Claim** is amended to include institution of a **Regulatory Proceeding** against any **Insured** under the California Consumer Privacy Act insuring agreement for a violation of the California Consumer Privacy Act.
3. The **Trade Practices and Antitrust** exclusion will not apply to the California Consumer Privacy Act insuring agreement, provided no member of the **Control Group** participated or colluded in the activities or incident giving rise to coverage under such insuring agreement.
4. The **Governmental Actions** exclusion and part 1. of the **Gathering or Distribution of Information** exclusion will not apply to the California Consumer Privacy Act insuring agreement.

All other terms and conditions of this Policy remain unchanged.


Authorized Representative

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

VOLUNTARY SHUTDOWN COVERAGE

This endorsement modifies insurance provided under the following:

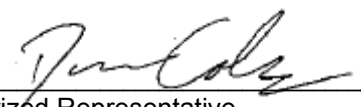
BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definition of **Security Breach** is deleted in its entirety and replaced with the following:

Security Breach means:

1. A failure of computer security to prevent:
 - (i) **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
 - (ii) a denial of service attack affecting **Computer Systems**;
 - (iii) with respect to coverage under the Liability insuring agreements, a denial of service attack affecting **Computer Systems** that are not owned, operated or controlled by an **Insured**; or
 - (iv) infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**; or
2. Solely with respect to the **Business Interruption Loss** insuring agreement:
 - (i) the voluntary and intentional shutdown of **Computer Systems** by the **Insured Organization**, but only to the extent necessary to limit the **Loss** during an active or on-going **Unauthorized Access or Use of Computer Systems** or infection of **Computer Systems** by malicious code, as covered by 1.(i) or 1.(iv) above.
 - (ii) the intentional shutdown of **Computer Systems** by the **Insured Organization** as expressly required by any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity resulting from a situation described in 1.(i) or 1.(iv) above.

All other terms and conditions of this Policy remain unchanged.


Authorized Representative

Effective date of this Endorsement: 20-Aug-2019

This Endorsement is attached to and forms a part of Policy Number:

Syndicate 2623/623 at Lloyd's, referred to in this endorsement as either the "Insurer" or the "Underwriters"

CRYPTOJACKING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The aggregate sublimit applicable to all loss under this endorsement is USD \$250,000.
2. The Retention applicable to each incident, event, or related incidents or events, giving rise to an obligation to pay loss under this endorsement shall be USD To Match Elected Retention.
3. **INSURING AGREEMENTS** is amended to include:

Cryptojacking

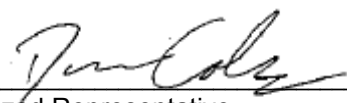
To indemnify the **Insured Organization** for any direct financial loss sustained resulting from **Cryptojacking** that the **Insured** first discovers during the **Policy Period**.

4. **DEFINITIONS** is amended to include:

Cryptojacking means the **Unauthorized Access or Use of Computer Systems** to mine for **Digital Currency** that directly results in additional costs incurred by the **Insured Organization** for electricity, natural gas, oil, or internet (the "**Utilities**"); provided, however, that such additional costs for the **Utilities** are:

1. incurred pursuant to a written contract between the **Insured Organization** and the respective utility provider, which was executed before the **Cryptojacking** first occurred;
2. billed to the **Insured Organization** by statements issued by the respective utility provider, which include usage or consumption information;
3. not charged to the **Insured Organization** at a flat fee that does not scale with the rate or use of the respective utility; and
4. incurred pursuant to statements issued by the respective utility provider and due for payment during the **Policy Period**.

All other terms and conditions of this Policy remain unchanged.


Authorized Representative



BEAZLEY BREACH RESPONSE

QUOTE

QUOTE ISSUED: 23-Jul-2019

Renewal of: W243BD180101

AP Specialty a div of ProAccess - Cranford, NJ
John Ercolani
20 Commerce Drive
Cranford, New Jersey 07016

RE: City of Charleston West Virginia
INSURANCE QUOTE: BEAZLEY BREACH RESPONSE

Dear John,

We are pleased to offer the following quote for the above captioned account.

This quote is through a non-admitted insurance carrier on whose behalf we are authorized to act. Compliance with applicable laws including filings and payment of taxes and fees is the responsibility of the insured, the insurance agent or insurance broker. If coverage is bound, please advise the license number of the producer making the filing.

This quote is strictly conditioned upon no material change in risk occurring between the date of this letter and the inception date of the proposed policy (including but not limited to any claim or notice of circumstances which may reasonably be expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change of risk, the Insurer may in its sole discretion, whether or not this offer has already been accepted by the Insured, modify and/or withdraw this offer.

For additional information on this product offering, please access our [marketing](#) materials.

Please be advised that if coverage is bound, premium must be remitted by the due date on the invoice.

Thank you for the opportunity to quote.

Best Regards,

Janice Stevenson
Beazley Group
45 Rockefeller Plaza, 16th Floor
New York, NY 10111
t: +1 212 801 7145
e: janice.stevenson@beazley.com

INSURED: City of Charleston West Virginia
This quote will remain in effect until 20-Aug-2019.

COVERAGE SCHEDULE (Currency in USD)		
LIMITS	OPTION #1	OPTION #2
Breach Response		
Notified Individuals:	250,000	250,000
Legal, Forensic & Public Relations/Crisis Mgmt:	\$1,000,000	\$1,000,000
THE BREACH RESPONSE LIMITS ABOVE ARE IN ADDITION TO THE POLICY AGGREGATE LIMIT OF LIABILITY		
Policy Aggregate Limit of Liability:	\$3,000,000	\$5,000,000
Additional Breach Response Limit		
Additional Breach Response Limit:	\$3,000,000	\$5,000,000
First Party Loss		
Business Interruption Loss:		
<i>Resulting from Security Breach</i>	\$3,000,000	\$5,000,000
<i>Resulting from System Failure</i>	\$3,000,000	\$5,000,000
Dependent Business Loss:		
<i>Resulting from Dependent Security Breach:</i>	\$1,000,000	\$1,000,000
<i>Resulting from Dependent System Failure</i>	\$1,000,000	\$1,000,000
Cyber Extortion Loss	\$3,000,000	\$5,000,000
Data Recovery Costs	\$3,000,000	\$5,000,000
Liability		
Data & Network Liability	\$3,000,000	\$5,000,000
Regulatory Defense & Penalties	\$3,000,000	\$5,000,000
Payments Cards Liabilities & Costs	\$3,000,000	\$5,000,000
Media Liability	\$3,000,000	\$5,000,000
eCrime		
Fraudulent Instruction	\$250,000	\$100,000
Funds Transfer Fraud	\$250,000	\$100,000
Telephone Fraud	\$250,000	\$100,000
Criminal Reward		
Criminal Reward	\$50,000	\$50,000
RETENTIONS	OPTION #1	OPTION #2
Breach Response		
Legal, Forensic & Public Relations/Crisis Mgmt	\$10,000; \$5,000 for Legal	\$10,000; \$5,000 for Legal
Each Incident, Claim or Loss	\$25,000	\$25,000
PREMIUM	\$23,192	\$33,153

INSURED: City of Charleston West Virginia
This quote will remain in effect until 20-Aug-2019.

GENERAL INFORMATION

Quote Effective Until: 20-Aug-2019

Broker: John Ercolani
AP Specialty a div of ProAccess - Cranford, NJ
20 Commerce Drive
Cranford, New Jersey 07016

Named Insured: City of Charleston West Virginia
501 Virginia Street E
Charleston, WV 25301-2137

Insurer: Syndicate 2623/623 at Lloyd's (Non-Admitted)

Underwriter: Janice Stevenson
+1 212 801 7145
janice.stevenson@beazley.com

POLICY INFORMATION

Policy Period: From: 20-Aug-2019 To: 20-Aug-2020
Both at 12:01 a.m. Local Time at the Named Insured Address

Continuity Date: 20-Aug-2018

Optional Extension Period: 12 Months

Optional Extension Premium: 100% of the Annual Policy Premium

Notified Individuals Threshold: 100 Notified Individuals

Waiting Period: 10 Hours

Commission: 17.50% of the Policy Premium

Policy Form: Beazley Breach Response (F00653 112017 ed.) with
BBR Information Pack

This policy provides coverage, for no additional charge, for loss arising out of "Certified Acts of Terrorism", as that term is defined in The Terrorism Risk Insurance Act of 2002, as amended. See your policy for complete information regarding this coverage.

SUBJECTIVITIES

In accordance with your request for a proposal and based on the information submitted, this quote is provided, subject to receipt, favorable review and written acceptance of the following information:

1. Completed, signed and dated Higher Limit Warranty Statement - Option 2

In order to complete the underwriting process, we require that you send us any additional information requested above. We are not required to bind prior to our receipt and underwriting approval of the above information. However, if we do bind coverage prior to such approval, the terms and conditions as indicated could be amended until such receipt and acceptance.

ENDORSEMENTS EFFECTIVE AT INCEPTION

- | | | |
|-----|--------------|---|
| 1. | BSLMUNMA2868 | Lloyd's Certificate - No policy language |
| 2. | E02804032011 | Sanction Limitation and Exclusion Clause |
| 3. | NMA1256 | Nuclear Incident Exclusion Clause - Liability -Direct (Broad) (U.S.A.) |
| 4. | NMA1477 | Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.) |
| 5. | SCHEDULE2019 | Lloyd's Security Schedule 2019 |
| 6. | E06928042015 | Policyholder Disclosure Notice of Terrorism Insurance Coverage |
| 7. | E10595112017 | Asbestos, Pollution, and Contamination Exclusion Endorsement |
| 8. | E10602112017 | War and Civil War Exclusion |
| 9. | E11122012018 | Cap on Losses Arising out of Certified Acts of Terrorism |
| 10. | E12605012019 | Other Insurance Clause – Primary w/ Respect to First Party Loss (Cyber Extortion and Data Recovery Costs) |
| 11. | E13038062019 | Reputation Loss <ul style="list-style-type: none">• Note: \$1,000,000 sublimit |
| 12. | E10944032019 | Post Breach Remedial Services Endorsement |
| 13. | E11294032018 | Amend Data Recovery Costs |
| 14. | E10880012018 | Amendatory Endorsement for Utilities |
| 15. | E11783072018 | Computer Hardware Replacement Cost <ul style="list-style-type: none">• Note: \$500,000 sublimit |
| 16. | E11290032018 | GDPR Cyber Endorsement |
| 17. | E12604012019 | Amend Definition of Data |
| 18. | E12698022019 | Amend Other Insurance Clause – Primary With Respect To Breach Response Services And First Party Loss |
| 19. | E13100062019 | California Consumer Privacy Act Endorsement |
| 20. | E12967052019 | Voluntary Shutdown Coverage |
| 21. | E12968052019 | Cryptojacking Endorsement <ul style="list-style-type: none">• Note: \$250,000 sublimit |
| 22. | E10596112017 | Choice of Law and Service of Suit |

INSURED: City of Charleston West Virginia
This quote will remain in effect until 20-Aug-2019.

- Note: *Choice of Law: New York*

Beazley Breach Response (BBR) Information Pack

Our BBR information pack is now available online. To access the information pack visit www.beazley.com/cyberservices.

We have migrated from a PDF to a web based version so you will always have access to the most up to date information.

Visit our cyber services page to access:

- A listing of your breach response services and our current panel of service providers.
- Information on the risk management tools and resources included with your policy including information on our in-house risk management portal, www.beazleybreachsolutions.com
- The process for notifying Beazley of a breach and the ability to report a breach or breach incident online.

Visit www.beazley.com/cyberservices

Resolution No. 234-19

Introduced in Council

Passed by Council

August 19, 2019

Introduced by
Joseph Jenkins

Referred from
Finance Committee

1 Resolution No. 234-19 - Authorizing the Mayor or City Manager to enter into a
2 Memorandum of Understanding with Kanawha Valley Collective, Inc., for the
3 Family Reunification and Enhancement Opportunity Project.

4

5 Be it Resolved by the Council of the City of Charleston, West Virginia:

6

7 That the Mayor or City Manager is hereby authorized to enter into a Memorandum
8 of Understanding with the with Kanawha Valley Collective, Inc., for the Family
9 Reunification and Enhancement Opportunity Project.

10

MEMORANDUM OF UNDERSTANDING FOR THE FAMILY REUNIFICATION AND ENHANCED OPPORTUNITY PROJECT

This Memorandum of Understanding (MOU) is entered into this ___ day of August, 2019, by and between The City of Charleston ("City"), a West Virginia Municipal Corporation, and Kanawha Valley Collective, Inc., including its participating members and agents ("KVC"), a West Virginia Non-Profit Corporation. The City and KVC are collectively referred to herein as "the Parties."

WHEREAS, the City of Charleston is a West Virginia Municipal Corporation organized and existing under the laws of the State of West Virginia and located in Kanawha County, West Virginia; and

WHEREAS, KVC is a West Virginia Non-Profit corporation with its principal offices located at 1 United Way Square, Charleston WV 25301, and is a collaborative network dedicated to preventing and ending homelessness; and

WHEREAS, the Family Reunification and Enhanced Opportunity Project (the "Project") is an outreach project designed to assist homeless and other at-risk individuals found in the City of Charleston to be reunited with family members who are located outside of the City of Charleston and its surrounding areas, or to assist such individuals with employment and/or service and/or programming opportunities that are located outside of the City of Charleston and its surrounding areas, by providing transport to the locale where the family members or opportunities are located;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

A. *Identification and Outreach.* The City and KVC agree that they will work together to identify persons who may benefit from participation in the Project and to facilitate outreach and transportation as part of the Project.

B. *Destination Contacts.* KVC agrees to use reasonable efforts to verify that the participants in the Project have family members living at the destination to which the participants are seeking relocation, or have employment and/or service and/or programming opportunities at such destination. KVC further agrees to document those efforts and provide them upon request to the City.

C. *Transportation.* The City and KVC agree work together to provide transport of participants in the Project to public transportation or common carrier service in an effort

to reunite them with identified family members, or to relocate participants for the purpose of taking advantage of employment and/or service and/or programing opportunities. KVC shall provide the City with an estimated cost of the relocation and information regarding the destination contacts prior to the City's approval of the relocation. Upon approval by City of the participant's relocation, KVC agrees to purchase one-way tickets on public transportation or common carrier, the cost of which shall be reimbursed by City as set forth below. In the event that participants are leaving incarceration, the City, through the Charleston Police Department, shall provide transport to the appropriate public transportation or common carrier service.

D. *Reimbursement.* In order to reimburse KVC for the cost of one-way transportation for participants in the Project, KVC agrees to provide a monthly invoice setting forth the name of the participant, the destination, the name of the transport service provider, the cost of the ticket, and the family member, employment, service, or programming opportunity that the participant will be meeting with or receiving at the destination. The City will process invoices in a reasonable time upon receipt and provide reimbursement for the cost of the tickets for approved participants' relocations.

E. *Liability.* KVC shall indemnify, defend, and hold harmless the City from and against any and all liabilities, demands, losses, claims and damages of any kind whatsoever, whether on account of injury to or death of any person or persons, damage to or loss of property, violation of any law or regulation, breach of any of the provisions of this MOU, or otherwise arising out of or attributable directly or indirectly to the negligent or intentional acts or omissions of KVC, its employees, officers, and agents. The duty to indemnify and defend shall specifically extend to include any and all costs and expenses, including reasonable attorney's fees and expenses that may be incurred by the City in connection therewith.

F. *Amendments.* Any amendment to this MOU shall be made in writing and shall be executed by all Parties.

G. *Term.* This MOU shall take effect immediately upon execution by the parties, and continue until terminated by agreement of the Parties, or as detailed in this MOU.

H. *Termination.* This MOU may be terminated at any time and for any reason by either party by providing ninety (90) days' written notice to the other. If either party terminates this MOU, KVC shall be entitled to payment for all months of work performed to the satisfaction of the City prior to the date of termination.

I. *Assignment.* Notwithstanding any provision of this MOU, no Party may assign or transfer any of the rights and privileges granted hereunder without the approval of the Parties hereto, which approval shall not be unreasonably withheld.

J. *Choice of Law, Dispute Resolution, and Venue.* This MOU shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by

the laws of the State of West Virginia. If any breach, default, or other dispute arises out of this MOU, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation. If the parties cannot resolve the matter through negotiation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation.

K. *Severability.* In the event that any of the provisions of this MOU are determined to be illegal or unenforceable, all other terms shall remain in full force and effect.

L. *Conflicts of law.* If there is a conflict between the provisions of this MOU and any laws, whether federal, state, or city, including all future laws and ordinances, the contract provision will be superseded by any such law.

M. *Notices.* Notice pursuant to this MOU shall be in writing and addressed as follows:

For Kanawha Valley Collective:

Traci Strickland
Executive Director
1 United Way Square
Charleston, WV 25302

For City of Charleston:

Jonathan Storage
City Manager
501 Virginia Street E
Charleston, WV 25301

IN WITNESS WHEREOF, the undersigned have caused this MOU to be properly executed by an officer thereunto duly authorized.

City of Charleston,
A West Virginia Municipal Corporation

Kanawha Valley Collective,
A West Virginia Non-Profit Corporation

By:_____

By:_____

Its:_____

Its:_____

Date:_____

Date:_____

Bill No. 7828

Introduced in Council

Adopted by Council

August 5, 2019

Introduced by:

Bobby Reishman

Referred to:

Finance Committee

Bill No. 7828 - A Bill granting a non-exclusive franchise to Shentel Communications, LLC for the use of the streets and other public rights-of-way of the City of Charleston, West Virginia, for the purposes of constructing, installing and maintaining network facilities for telecommunication services within the City of Charleston.

Therefore, be it Ordained by the Council of the City of Charleston, West Virginia:

That Shentel Communications, LLC is hereby granted a non-exclusive franchise and is authorized to have access to the public rights-of-way in the City of Charleston for the purposes of constructing, installing and maintaining network facilities for telecommunication services within the City of Charleston upon the following terms and conditions which are agreed to by Shentel Communications, LLC as evidenced by its signature below:

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter “Agreement”) is made and entered into this ____ day of _____, 2019 by and between the City of Charleston (the “City”) and Shentel Communications, LLC (“Shentel”).

RECITALS

WHEREAS, Shentel is a limited liability company duly organized and existing under the laws of the Commonwealth of Virginia, and has been authorized by the West Virginia Public Service Commission to provide all forms of telephone service in the State of West Virginia; and

WHEREAS, Shentel is a telecommunications provider that seeks to construct, install and maintain network facilities for telecommunications services within the City of Charleston using the Public Rights-of-Way (“PROW”), which are limited resources; and

WHEREAS, in accordance with the provisions of W. Va. Code § 8-31-1, the City of Charleston has the authority to grant access to its PROW; and

WHEREAS, Section 37 of the Charter of the City of Charleston authorizes the City to enter into franchise agreements with public utilities by ordinance duly passed by the council; and

WHEREAS, Section 102-212 of the Code of the City of Charleston requires a franchise agreement before any person may occupy the PROW; and

WHEREAS, The City is mindful that access to the PROW for the installation of new facilities by multiple firms may have an adverse impact upon the community unless facilities are installed and maintained pursuant to an overall plan that manages the use of the PROW; and

WHEREAS, the City has determined that service to be provided by Shentel through its facilities to be located and maintained within the City is beneficial to the public and businesses within the City and further desires to promote the entry and operation of fiber optic service providers and facilities in a competitively neutral manner; and

WHEREAS, this ordinance is designed to protect the health, welfare and general economic wellbeing of the City of Charleston; and

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, the City and Shentel agree as follows:

ARTICLE I GENERAL AND DEFINITIONS

A. General. Shentel promises to remain in good standing with West Virginia and the City by being licensed to do business and remaining current on all taxes and fees. Shentel further promises to notify the City immediately of the change of any of the following current information:

1. Responsible official and telephone and mailing address:
Edward H. McKay, Senior Vice President Engineering and Operations, 500 Shentel Way, Edinburg, VA 22824; 540-984-5303.
2. Local agent, address and telephone for service of process:
Corporate Creations Network Inc., 126 East Burke Street, Martinsburg, WV 25401.
3. Business name and type of business entity: Shentel Communications, LLC, a Virginia limited liability company.

B. Defined Terms:

1. Fiber Optic or Other Cable and Related Facilities (sometimes hereinafter

referred to as “Facilities” and/or “Equipment”) means fiber optic cables or other cable facilities, conduits, lines, converters, splice boxes, handholds, manholes, vaults, equipment, drains, surface location markers, appurtenances and related Facilities located or to be located by Shentel within the PROW of the City of Charleston and used or useful for the transmission of Telecommunications Services.

2. Law means any local, state or federal legislative, judicial or administrative order, certificate, decision, statute, constitution, ordinance, resolution, regulation, rule, tariff, guideline or other requirement as amended, now in effect or subsequently enacted or issued during the term of this Agreement.

3. Public Rights-of-Way (“PROW”) means the surface and area across, in, over, along, upon and below the surface of the public streets, rights of way, roads, sidewalks, lanes, courts, ways, alleys, boulevards, and places including, without limitation, all public utility easements and public service easements as the same now or may thereafter exist that are under jurisdiction of the City of Charleston.

4. Telecommunications Services means all telecommunications services that Shentel may provide under Law.

ARTICLE II

GRANT OF AUTHORITY AND PERMISSION TO PLACE FACILITIES IN PUBLIC RIGHTS-OF-WAY

A. Access. Subject to the terms of this Agreement, the City hereby grants to Shentel the non-exclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove and replace Fiber Optic or Other Cable and Related Facilities in any PROW of the City. Shentel shall be solely responsible for obtaining any required consents from State or County agencies, or private parties, to the extent that its operations affect State, County, or private property. For purposes of this Agreement, Shentel is only authorized to install underground Facilities but may access and use the PROW above ground for the installation, maintenance, repair, of its Facilities and Equipment, and for other related legitimate purposes authorized herein. It is expressly agreed that this Agreement does not give Shentel the right to occupy any PROW with permanent above ground cabinets, pads and other similar above-ground structures or facilities that require the installation of new poles or construction. If Shentel desires to occupy any PROW with such a structure or facility, a separate permit and city approval will be required. This paragraph does not limit Shentel’s ability to contract with other entities for access to Facilities and Equipment in the PROW.

1. This grant of authority is exclusive to Shentel and its agents. Shentel is not authorized to rent space or allow use to providers who do not have a franchise or license agreement with the City and approval by the City to access.

2. Shentel acknowledges and understands that the City desires to minimize installation and maintenance work within the PROW. Therefore, Shentel shall follow a process consistent with the West Virginia Division of Highways Dig Once Policy to make fair and reasonable accommodation to share installation costs if competitors elect to place Facilities along the same PROW as described in the permit sought. To comply with the West Virginia Division of Highways Dig Once Policy, Shentel shall follow the process set forth in West Virginia Code § 17-2E-5, as of the effective date of this Agreement, with the following changes:

- A. References to the “council” or the “division” shall be interpreted as being to the City Engineer;
- B. The rules promulgated by the commissioner of the division pursuant to West Virginia Code § 17-2E-5(f) shall similarly apply as if promulgated by the City Engineer. Any issues in applying the rules shall be brought to the attention of the City Engineer directly.

3. All installation and maintenance of fiber-optic Facilities to be installed within the PROW require the written approval of City in accordance with the City’s standard permitting process.

4. Shentel recognizes and accepts the risk that the City retains the right to amend existing, and pass new, PROW ordinances governing its PROW within the term of this Agreement, subject to applicable law. In the event the City passes any such ordinance which might affect Shentel’s operations under this Agreement, both Shentel and the City agree to enter into good faith negotiations to enable Shentel to conform its activities under this Agreement within a reasonable period of time. Shentel expressly acknowledges that any changes to City Code made by City Council regarding issues impacting Shentel’s operations under this Agreement will be controlling and the possibility and outcome of such changes is expressly understood and contemplated by Shentel in this Agreement.

5. With respect to the PROW, Shentel shall provide the City with detailed Plans of the Project so the City can have appropriate verification that:

- A. The installation of the Facilities will not adversely affect the safety, design, construction, operation, maintenance or stability of the City’s street system;
- B. Operation under the Agreement will not interfere with or impair the present use or anticipated future expansion of the affected street;
- C. The direct and indirect environmental and economic effects that would result from disapproval of the use of the PROW for the accommodation of the Facilities would be contrary to the public interest;
- D. The installation will not involve tree removal or tree trimming that conflicts with City policy;
- E. The installation shall be located in an area that is as far along the outer limit of the PROW as is practicable; and

B. No Property Interest. This Agreement is not a grant by the City of any fee simple or superior property interest and is made subject and subordinate to the prior and continuing right of the City to control and use the PROW as a street and/or sidewalk and for the purpose of laying, installing, maintaining, repairing, protecting, replacing and removing sanitary sewers, water mains, storm drains, gas mains, poles and for other municipal uses and with the right of ingress and egress, along, over, across and in said PROW.

C. No Interference. In the performance and exercise of its rights and obligations under this Agreement, Shentel shall not interfere in any manner with the existence and operation of any and all PROW, and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, television cables, public works, telecommunication or utility Facilities, or City of Charleston property without the prior approval of the owner(s) of the affected property or properties, including the City.

Nothing in this Agreement abrogates the right of the City to perform any public works or public improvements. If Facilities of Shentel interfere with the installation, construction, operation, maintenance, repair or removal of such public works or public improvements, Shentel at its own expense, within sixty (60) days after notice by the City (or such longer period of time as may be reasonably necessary and as may be agreed upon by the City and Shentel through good faith negotiation), shall protect, alter, remove or relocate Facilities, as directed by the City. If Shentel refuses or neglects to so protect, alter, remove or relocate Facilities or Equipment within the sixty (60)days after notice or the agreed negotiated time, the City may break through, remove, alter or relocate Facilities or Equipment without any liability to City, and Shentel shall pay to the City the costs incurred in connection with such breaking through, removal, alteration or relocation provided that reasonable efforts shall be used to minimize any damage to Shentel's Facilities or Equipment. The City may collect these costs and expenses, including reasonable attorney fees, as debts owed to the City, by bringing action in any court of competent jurisdiction and by the City exercising the City's rights to draw on bonds or letters of credit. The City shall also have a lien on the property of Shentel in an amount equal to all such costs, expenses, and legal fees associated with collection efforts.

D. Relocation of Facilities for Government. Except as provided below, Shentel will protect, support, temporarily disconnect, relocate, or remove any of its property at the time and in the manner required by the City or any other governmental entity for any legitimate and reasonably necessary or convenient governmental purpose at Shentel's expense. Except in an emergency, the City will provide written notice describing where the work is to be performed at least sixty (60) days before the deadline for performing the work. Shentel may seek an extension of the time to perform the work where it cannot be performed within sixty (60) days even with the exercise of due diligence, and such request for an extension will not be unreasonably refused.

E. Relocation of Facilities for a Third Party. If any removal, relaying, or relocation is required to accommodate the installation, construction, operation, or repair of the facilities or equipment of another party (“Third Party”) authorized to use the PROW, Shentel will, after thirty (30) days’ advance written notice, take action to effect the necessary changes requested by such Third Party. Unless the matter is governed by a valid contract or applicable law, or unless Shentel’s Facilities or equipment were improperly installed, and if installed properly the removal, relocation or relaying would be unnecessary, the reasonable cost of removal, relaying, or relocation will be borne by such Third Party requesting the removal, relaying, or relocation.

F. Term. The period of this Agreement shall be for an initial term of fifteen (15) years commencing at the date of the signing of this Agreement, with the right to renew for consecutive additional five (5) year terms, unless either party notifies the other in writing at least sixty (60) days prior to the expiration of the term of its intent to seek a modification or termination of the Agreement.

G. Regulatory Approvals. Shentel shall obtain all necessary approvals from the appropriate federal and state authorities to offer Telecommunications Services through its Facilities and Equipment, and shall, upon the City’s request, submit evidence of such approvals to the City.

H. Street Closings. Nothing in this Agreement waives or releases the rights of the City in and to the streets. If all or part of the streets are eliminated, discontinued, closed or demapped in accordance with applicable law, the Agreement shall cease with respect to such streets upon the later to occur of (a) the effective date that such streets become eliminated, discontinued, closed or demapped and conditions specified by the City are met; or (b) in the case of any transfer of title to such streets to a private Person, the closing date of such transfer.

ARTICLE III INSTALLATION OF FACILITIES

A. Permits. As required by Law, Shentel shall apply for a permit for all work and each job within the PROW, and shall comply with all terms and conditions of any such permit. Shentel shall furnish City detailed plans of the work and other such information as required by Law, and shall pay all standard permitting and related processing, field marking, engineering and inspection fees prior to issuance of a permit in accordance with the rates in effect at the time of payment. Improvements shall be constructed and installed in accordance with the Law. Shentel shall comply with all existing PROW ordinances and permitting requirements and with any future or revised ordinances and requirements.

B. Facilities Map. Shentel shall maintain an accurate map showing the location of its existing Facilities, including conduit lines, equipment, and any other details of the Facilities as may be requested by the City. If any of the requested information is

considered proprietary, Shentel will notify the City of this opinion, and the City will strive to keep it confidential, as permitted by law. Shentel will submit an existing Facilities Map as a condition of this Agreement. As for new installations, after the effective date of this Agreement, Shentel shall submit the proposed mapping of its plans for new installation to the City prior to any installation. As-built drawings of any new installation of Facilities shall be furnished to the city within sixty (60) days of completion of such installation. All mapping shall be provided in a format compatible to the City's GIS System, including, but not limited to, AutoCAD, Civil 3D or such other format agreed to by the Parties.

C. Exclusion of Certain Locations/Facilities. Prior to its installation of any Facilities in the PROW, and after Shentel provides the City with its proposed plans for the Facilities, the City may in its discretion designate certain locations for Facilities in the PROW to be excluded from use by Shentel for its Facilities, which, in the reasonable judgment of the City Engineer, are incompatible with the proposed Facilities or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other locations that have been designated or planned for other use or are not otherwise available for use by Shentel due to engineering, technological, proprietary, legal or other limitations or restrictions as may be reasonably determined by the City. In the event such exclusions conflict with reasonable requirements of Shentel, City will cooperate in good faith with Shentel and exercise commercially reasonable efforts to attempt to find suitable alternatives, if available, provided that the City shall not be required to incur financial costs nor may Shentel require the City to acquire new locations for Shentel.

D. City's Trees. In installing or maintaining its Facilities or structures along the PROW, Shentel shall not injure or in any manner cut or trim the trees or branches of trees in such PROW without the permission of the City. All such trimmings shall be performed in a safe and orderly manner and in accordance with applicable Law. Shentel shall be responsible for removing all trimmings from the PROW upon completion.

E. Installation, operation, maintenance, repair, relocation and removal of Facilities. The installation, operation, maintenance, repair and removal of Shentel's Fiber Optic or Other Cable and Related Facilities shall be accomplished without cost or expense to the City and in such a manner so as not to endanger persons or property, or unreasonably obstruct travel on any road, walk or other access thereon within the PROW. During the performance of installation, along with any subsequent maintenance, repair, relocation or removal, Shentel shall be solely responsible for putting in place adequate safety measures and warnings for both pedestrians and vehicular traffic, including, but not limited to, barricades, flashing lights, flaggers, and all other measures required by law or necessary under the circumstances. Shentel shall notify the City Traffic Engineering Department and City Engineer of traffic and parking disruptions prior to beginning work. Shentel will maintain its Facilities in good order and operating condition and in compliance with all applicable PROW construction and other applicable federal, state and local regulatory codes throughout the term of this Agreement. Shentel shall justly compensate owners of property for any damages caused by installing, operating, maintaining, repairing, relocating or removing its Facilities.

F. Restoration of Public Rights-of-Way. After the installation, along with any subsequent maintenance, repair, relocation or removal, of the Fiber Optic or Related Facilities, Shentel shall, at its own cost, repair and return the PROW at a minimum to the same or similar condition existing before such installation, maintenance, repair, relocation or removal, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City. Shentel shall be responsible for damage to City of Charleston street pavements, existing utilities, curbs, gutters and sidewalks related to Shentel's installation, construction, operation, maintenance, repair, relocation or removal of its Fiber Optic or Other Cable and Related Facilities in PROW, and shall repair, replace and restore in kind, any such damaged property at its sole expense. Upon failure of Shentel to repair, replace and restore any such damaged property in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City Engineer, after thirty (30) days notice in writing shall have been given by the City (or such longer period of time as may be reasonably necessary and as may be agreed upon by the City and Shentel through good faith negotiation), the City may cause such necessary repair, replacement or restoration to be made and may collect the costs and expenses incurred for such repair, replacement or restoration from Shentel. The City may collect these costs and expenses, including reasonable attorney fees, as debts owed to the City, by bringing action in any court of competent jurisdiction.

G. Insurance. Shentel shall provide proof to City of and shall maintain throughout the term of this Agreement liability insurance with regard to all damages in the minimum types and amounts of:

- (1) General Liability - including premises, products and complete operations.
 - (i) Bodily injury liability \$1,000,000 each person
\$1,000,000 each occurrence
 - (ii) Property damage liability, or \$1,000,000 each occurrence
 - (iii) Bodily injury and property
damage combined \$1,000,000 single limit
- (2) Comprehensive - Automobile Liability Insurance, including owned, non-owned and hired vehicles.
 - (i) Bodily injury liability \$1,000,000 each person
\$1,000,000 each occurrence
 - (ii) Property damage liability \$1,000,000 each occurrence
 - (iii) In lieu of (1) and (2)
Bodily injury and property
damage combined \$1,000,000 single limit
- (3) Shentel agrees that with respect to the above-required insurance, the contracts will contain the following required provisions:

- (i) The City of Charleston and its officers, agents, employees, and elected officials shall be named as additional insureds (as the interests of each may appear) as to the general liability coverage;
- (ii) Policies shall provide primary coverage and shall reflect that Shentel is responsible for any and all deductibles; and
- (iii) Thirty (30) days notice shall be provided to the City of Charleston prior to cancellation, revocation, non-renewal or material change.

H. Construction Bond or letter of credit. Upon commencement of installation of the Facilities, Shentel shall deposit with the City of Charleston a surety bond or irrevocable letter of credit naming the City of Charleston as an obligee in the amount of Fifty Thousand Dollars (\$50,000.00). Shentel's obligation to maintain the surety bond shall terminate upon the satisfactory completion of the installation and the approval of the City Engineer. The City of Charleston may draw against the surety bond, up to its full face amount, for any loss or damage to the PROW utilized by Shentel due to damage caused to the PROW and not remedied to City's reasonable satisfaction after notice to Shentel of the loss or damage and a reasonable opportunity for Shentel to remedy said loss or damage. This bonding requirement is in addition to bonding requirements for obtaining construction permits, if any. Following the release of the Bond or letter of credit upon completion of installation, Shentel may undertake maintenance and repairs of its installed Fiber Optic or Other Cable and Related Facilities upon obtaining the necessary permits and the payment of associated fees; provided that in the event Shentel undertakes repairs on an emergency basis at a time when permitting offices are closed, Shentel will notify the City Engineer of said emergency repair on the next business day following initiation of the emergency repair.

I. Indemnification. To the fullest extent permitted by law, Shentel agrees to indemnify, defend and hold harmless the City of Charleston its officers, employees, agents, and officials from and against any and all claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the losses), arising out of or related to: the installation, operation, maintenance, repair, relocation or removal of the Fiber Optic and Related Facilities; the negligent or wrongful acts or omissions of Shentel, its officers, employees, and agents; or, any breach by Shentel of its obligations described in this Agreement; provided, Shentel shall not be responsible for any liability arising from the sole negligence or willful misconduct of the City of Charleston, its officers, employees, and agents.

J. Timing of Cable/Line Installation Work

The City shall be consulted before the installation of Fiber Optic or Other Cable and Related Facilities so it has the ability to approve final locations and timing of construction/installation and to coordinate such work with other City or public projects including, but not limited to, street paving.

ARTICLE IV
FRANCHISE FEE, INTEREST, AND CITY USE OF FACILITIES

A. Franchise Fee. Upon completion of installation of its Facilities or any part thereof in the PROW, Shentel shall provide to the City, for its share of the City's costs of managing the PROW as contemplated by this Agreement, \$0.25 per linear foot per year for Facilities placed in the PROW.

B. No credits or deductions towards Other Fees. Shentel shall pay all standard, permit, right of way and user fees to the City of Charleston in accordance with Law. The compensation and other payments made pursuant to this agreement shall be in addition to any and all taxes or other fees or charges that Shentel shall be required to pay to the City, pursuant to current and future ordinances, or to any state or federal agency, all of which shall be separate and distinct obligations of Shentel.

C. Interest on Late Payments. If any payment required by this Agreement is not actually received by the City on or before the applicable dates fixed in this Agreement or applicable law, Shentel shall pay interest thereon, to the extent permitted by law, from the due date to the date paid at a rate equal to the rate of interest then changed by the City for late payment of business and occupation taxes.

D. Nonpayment of Franchise Fee. Failure of Shentel to pay its Franchise Fee within sixty (60) days of its due date shall constitute a breach of this Agreement and subject to the Termination provisions set forth in Article V.

E. City Use of Shentel Facilities. Upon prior written notice to Shentel of the City's desire to do so, Shentel shall reserve space for the City to place fire, police, or other signal wires, including but not limited to, data and voice wires, for the City's use in conduit and on any poles owned by Shentel and to place traffic signs on any poles and above-ground fixtures owned by Shentel; provided, that any such use by the City shall be made in a manner that shall not interfere with Shentel's use of said conduit, poles, or fixtures, or cause damage to said conduit, poles, or fixtures, or to Shentel's Facilities. Such permission shall not extend to conduit, poles, or fixtures used by Shentel, but owned by others. The City shall be solely responsible for the installation, operation, maintenance and repair of signal wires or traffic signs placed pursuant to this permission, including all costs thereof, in accordance with the National Electric Safety Code and other applicable laws. Shentel shall make said space in its conduit and on its poles and fixtures available at no charge or cost to the City.

ARTICLE V GENERAL PROVISIONS

A. Notices. Notices pursuant to this Agreement shall be in writing and addressed as follows:

To the City of Charleston, care of the City Manager, P. O. Box 2749, Charleston, WV 25301, with a copy to the City Attorney at the same address.

To Shentel: Shentel Communications, LLC, 500 Shentel Way, Edinburg, VA 22824, Attention: Senior Vice President – Engineering and Operations, with a copy to the General Counsel at the same address.

Either party may change the address at which it will receive notices by providing written notice of the change to the other party.

B. Assignment. Notwithstanding any provision of this agreement, Shentel may not assign, transfer, lease, or sell any of the rights and privileges granted hereunder without approval of City, which approval shall not be unreasonably withheld, conditioned or delayed; provided, that, unless otherwise provided by applicable law, no consent need be obtained to assign, transfer, lease or sell any rights and privileges granted hereunder to any of Shentel's affiliates or any party providing financing to Shentel; provided, however, that no assignment, transfer, lease or sale shall be effective until the assignee, transferee, lessee, or the purchaser, including an affiliate, has filed with the City a duly executed instrument reciting the fact of such assignment, transfer, lease or sale and accepting the terms of the Agreement and agreeing to perform all of the conditions thereof.

C. Abandonment or Termination. Shentel shall notify the City at least thirty (30) days in advance of Shentel's intent to abandon the Facilities, or any portion thereof, or to terminate this Agreement. Upon receipt of such notice of abandonment or termination, the City may, at the City's sole discretion, permit some or all of the Facilities to remain in place and ownership of such Facilities shall, if requested by City, be transferred to the City. If the City elects not to accept ownership of the Facilities within thirty (30) days after the receipt of notice of abandonment or termination by Shentel, Shentel shall, upon reasonable request by City, remove its Facilities at its own expense within thirty (30) days of the City's election not to accept ownership. In the event Shentel fails to remove or is not reasonably capable of removing its Facilities within thirty (30) days after abandonment or termination (or such longer period of time as may be reasonably necessary and as may be agreed upon by the City and Shentel through good faith negotiation), the City may, at City's reasonable discretion, permit the Facilities to remain abandoned in place, or City may undertake removal of the Facilities itself, without further notice, and charge the cost for removal to Shentel who shall pay said costs within thirty

(30) days of the demand to do so. The City may collect its verifiable costs incurred from Shentel by exercising the City's rights to draw on bonds, letters of credit, or Guaranteed Fees, if any, and, to the extent such bonds, letters of credit, or Guaranteed Fees are not sufficient to cover such costs, the City may collect the remaining costs and expenses, including reasonable attorney fees, as debts owed to the City, by bringing action in any court of competent jurisdiction. The City shall also have a lien on the property of Shentel in an amount equal to all such costs, expenses, and legal fees associated with collection efforts.

D. Dispute Resolution, Choice of Law and Venue. If any breach, default, or other dispute arises out of this Agreement, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation. Consistent with that agreement, each party agrees to disclose all material facts relevant to any dispute to the other party during any such negotiation. If the parties cannot resolve the matter without litigation, the Parties acknowledge and agree that either the Circuit Court of Kanawha County, West Virginia or the Federal District Court for the Southern District of West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation. The law of West Virginia shall govern any dispute that arises out of this Agreement.

E. Severability. In the event any of the provisions of this agreement are determined to be illegal or unenforceable, all other terms shall remain in full force and effect.

F. Bankruptcy. Shentel agrees to notify the City of any bankruptcy filings and any significant proceeding or motion that might affect the City's interests. The parties agree that this Agreement is personal and cannot be assigned without the consent of the City. If property is abandoned due to bankruptcy, Shentel will adhere to requirements of the subsection C titled "Abandonment or Termination" above.

G. Conflicts of law. If there is a conflict between the provisions of this Agreement and any laws, whether federal, state, or city, including all future laws and ordinances, the contract provision will be superseded by any such law and have no effect notwithstanding the contract clause of the United States Constitution.

I. Termination. The City of Charleston has the right to terminate this Agreement upon thirty (30) days written notice to Shentel, if Shentel commits a material breach of the terms of this Agreement, and such breach remains uncured during such 30-day period. Among other things, the failure of Shentel to remove or relocate Facilities as provided in Article II of this Agreement or the failure of Shentel to pay its Franchise Fee as provided in Article IV of this Agreement will be considered a material breach of this Agreement.

J. Survival. The insurance and indemnity obligations contained in Article III, Sections G and I herein shall remain in full force and effect and shall survive the completion or earlier termination of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

Shentel Communications, LLC

By: _____

Dated: _____

STATE OF _____,
COUNTY OF _____, TO-WIT;

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, in the capacity as _____ of **Shentel Communications, LLC**.

My commission expires: _____.

Notary Public

CITY OF CHARLESTON

By: _____

Dated: _____

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT;

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, in the capacity as _____ of the **City of Charleston**, West Virginia.

My commission expires: _____.

Notary Public

COMMITTEE REPORT

TO: Clerk of the Council of the City of Charleston, West Virginia

FROM: The Committee on Finance

Your Committee on Finance has had under consideration:

A bid submitted by Hanson Ready Mix, for purchase of Portland Cement Concrete to be used by the Public Works Department on an as needed basis at the prices listed on the attached tabulation sheet

To be charged to Account No. 001-750-00-000-3-341, Street—Materials & Supplies

and reports the same to Council with the recommendation that the
committee report be adopted

CHAIRMAN

Portland Cement - Public Works
Bid Opening: July 31, 2019 @ 11:00am

		Rumble Ready Mix 7 Scary Creek, Industrial Park Winfield, WV 25213 P: (304) 755-2595 PB@rumblereadymix.com	Hanson Ready Mix 1011 Bullit Street Charleston, WV 25301 P: (304) 346-6704 david.hescht@lehighhanson.com
Full Load* per cubic yard delivered to job site *unload in 30 minutes or less	Class A: 3500# Concrete	\$135.00	\$130.00
	Class B: 3000# Concrete	\$127.00	\$132.00
	Class C: 2500# Concrete	\$125.00	\$128.00
	Class D: 2000# Concrete	\$120.00	\$123.00
	Controllable Low Strength Material	\$105.00	\$106.00
Partial Load Charge (if applicable)		\$100.00	\$100.00
Unloading Charge past 30 minutes		1.00 per minute	\$85.00
Cost of adding Fiber to Concrete		\$7.50/yard	\$6.50/cubic yard
Fuel Surcharge		\$25.00	\$15.00

**** Received a late bid on 8/6/2019
from Claxton Smith & Sons Concrete -
Bid Rejected received after the official
bid opening date of July 31, 2019.