



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
Parks and Recreation Committee

AGENDA

FINANCE COMMITTEE MEETING

UNTIL FURTHER NOTICE, MEETINGS WILL BE MADE AVAILABLE TO THE PUBLIC VIA ZOOM AND CIVICCLERK

Monday, September 21, 2020

6:15 PM

***Join via internet:**

<https://us02web.zoom.us/j/83131459164?pwd=cFBkVGpPWVY4Rm44QU14bGRGVGFiZz09>

Passcode: 033274

***Join via Telephone: (312) 626-6799 or (929) 436-2866**

Webinar ID: 831 3145 9164

***Join via CivicClerk: <https://charlestonwv.civicclerk.com>**

I. DISCUSSION:

- a. Approval of Previous Minutes 9-8-2020

II. RESOLUTIONS:

- a. Resolution No. 376-20 - Authorizing the Mayor or City Manager to submit an application to the WV Governor's Highway Safety Program in the amount of \$440,000 and administer any primary and supplemental funds awarded to reimburse overtime expended by Charleston Police and law enforcement agencies in an eight-county region for enforcement activities
- b. Resolution No. 377-20 - Authorizing the City Manager or Mayor to accept the transfer to the City of Charleston of a small parcel of real property situated adjacent to the Municipal Auditorium from the Charleston Town Center Company, Limited Partnership, as part of the settlement of litigation
- c. Resolution No. 378-20 - Authorizing approval of Amendment No. 3 in the FY 2020-2021 General Fund Budget
- d. Resolution No. 379-20 - Authorizing the Mayor or City Manager to purchase an IDEMIA Automated Fingerprint Identification System to be used by the Charleston Police Department

- e. Resolution No. 380-20 - Authorizing the Mayor or City Manager to enter into a memorandum of understanding with the Raleigh County Solid Waste Authority for services relating to the processing of mixed recyclables for the City of Charleston
- f. Resolution No. 381-20 – Authorizing the purchase of air masks for the Charleston Fire Department

MINUTES
FINANCE COMMITTEE MEETING
6:15 P.M., SEPTEMBER 8, 2020
A/V CONFERENCE ROOM*

Joseph Jenkins, Chairperson, called the meeting of the Charleston City Council Committee on Finance to order at 6:15 p.m., September 9, 2020, 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:

Joseph Jenkins, Chair
Bobby Reishman, Vice Chair
Ben Adams
Brent Burton (arrived at 6:19)
Becky Ceperley
Mary Beth Hoover
Will Laird (arrived at 6:19)

*In response to the COVID-19 pandemic, the meeting of the Finance Committee was conducted electronically. The meeting was made available to the public as a live stream via Zoom and CivicClerk (per the agenda).

I. DISCUSSION:

a. Approval of Previous Minutes - Councilmember Reishman asked for unanimous consent to dispense with the reading of the minutes for the August 17, 2020 meeting and that they be approved as distributed. There was no objection and the minutes were approved.

II. RESOLUTIONS:

- a. Resolution No. 375-20 Authorizing the Mayor or City Manager to cancel the Letter of Credit expiring May 1, 2021 in the amount of \$250,000 approved by City Council on April 20, 2020 and to enter into an Agreement with WesBanco, Inc. for a Standby Letter of Credit in the amount of \$750,000 for a term starting September 21, 2020, and increasing by \$250,000 on December 20, 2020, and with the option to increase again by \$250,000 on March 20, 2021 if still pending completion of the annual review by the Office of the Insurance Commissioner. Cost of the letter is 0.5% of the amount issued. This letter of credit provides security in lieu of a surety bond for liability of potential workers' compensation claims as a self-insured employer. The letter of credit is subject to review and final approval by legal counsel for the City.

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

The Mayor or City Manager is authorized to cancel the Letter of Credit expiring May 1, 2021 in the amount of \$250,000 approved by City Council on April 20, 2020 and to enter into an Agreement with WesBanco, Inc. for a Standby Letter of Credit in the amount of \$750,000 for a term starting September 21, 2020, and increasing by \$250,000 on December 20, 2020, and with the option to increase again by \$250,000 on March 20, 2021 if still pending completion of the annual review by the Office of the Insurance Commissioner. Cost of the letter is 0.5% of the amount issued. This letter of credit provides security in lieu of a surety bond for liability of potential workers' compensation claims as a self-insured employer. The letter of credit is subject to review and final approval by legal counsel for the City.

City Manager, Jonathon Storage, added that the City is largely self-insured for worker's compensation liability. Under rules promulgated by the Offices of the Insurance Commissioner, self-insured employers must put up a surety or letter of credit to cover potential claims that may arise but cannot be readily funded due to employer liquidity issues. The City's required letter of credit amount has varied from year to year based on multiple factors, and in past years the required amount exceeded \$3 million. The current amount for the term beginning September 21st \$750,000. The current amount for the term beginning September 21st \$750,000. Pending a review of the City's FY 2020 financial statements, which will be available in December, the City's letter of credit amount will go up by \$250,000 each quarter until reviewers of the Offices of the Insurance Commission can reassess the needed amount in March. WesBanco, who is currently the City's contracted deposit institution, has agreed to offer the letter of credit amounts without they need of collateral.

Councilmember Jenkins commended the Administration for saving the City some money with this, as well as keeping the cash flow available as opposed to being locked up in surety.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative, Chairperson Jenkins declared Resolution No. 375-20 approved.

- b. Resolution No. 372-20 - Authorizing the Mayor or City Manager to take all steps necessary to enter into a Lease/Purchase Agreement with DHF, LLC of a portion of the City-owned lot located at 1310 Smith Street, as described in Exhibit A to the attached proposed Lease/Purchase Agreement.

WHEREAS, the City of Charleston owns a parking lot located at 1310 Smith Street, which has not been used consistently by either monthly parkers or daily parkers;

WHEREAS, the City of Charleston was approached by DHF, LLC regarding an interest in purchasing a portion of the lot to be used to facilitate the economic development project of expanding the adjacent business, Hidden Trails Motorsports of Charleston, onto a portion of the lot for the purpose of an outdoor showroom and unit storage space;

WHEREAS, the City of Charleston had the entire lot appraised in 2019 and it was determined to have a value of \$612,000, but the portion of the lot at issue in the Lease/Purchase Agreement is approximately three eighths of the total lot, thereby making its fair market value \$229,500; and

WHEREAS, the City of Charleston is authorized by West Virginia Code § 8-12-18 to lease property for fair and adequate consideration upon approval of a resolution by the City Council following a public hearing that was noticed via a Class I legal advertisement and the City of Charleston is authorized by Municipal Code Section 3-14 to sell real property for fair market value and without a public auction where Class II legal advertisement provides notice of the proposed conveyance and other requirements are met.

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

That the City Council hereby finds that the portion of the lot located at 1310 Smith Street, as described in Exhibit A to the attached proposed Lease/Purchase Agreement is proposed to be used to facilitate a specific economic development project for the City of Charleston.

That notice of the proposed Lease/Purchase Agreement was published by Class II legal advertisement in order to satisfy the requirements of both West Virginia Code § 8-12-18(c) and City of Charleston Municipal Code Section 3-14 to provide public notice of the proposed Lease/Purchase Agreement and allow for a public hearing regarding the proposal.

That the City Council has received sufficient documentation evidencing that all project plans have been approved by all necessary and relevant state and municipal committees and departments, all necessary and relevant state and municipal permits are in place or are approved subject to purchase of the property, and funding for the project is secured.

That the terms of the proposed Lease/Purchase Agreement provide for fair and adequate

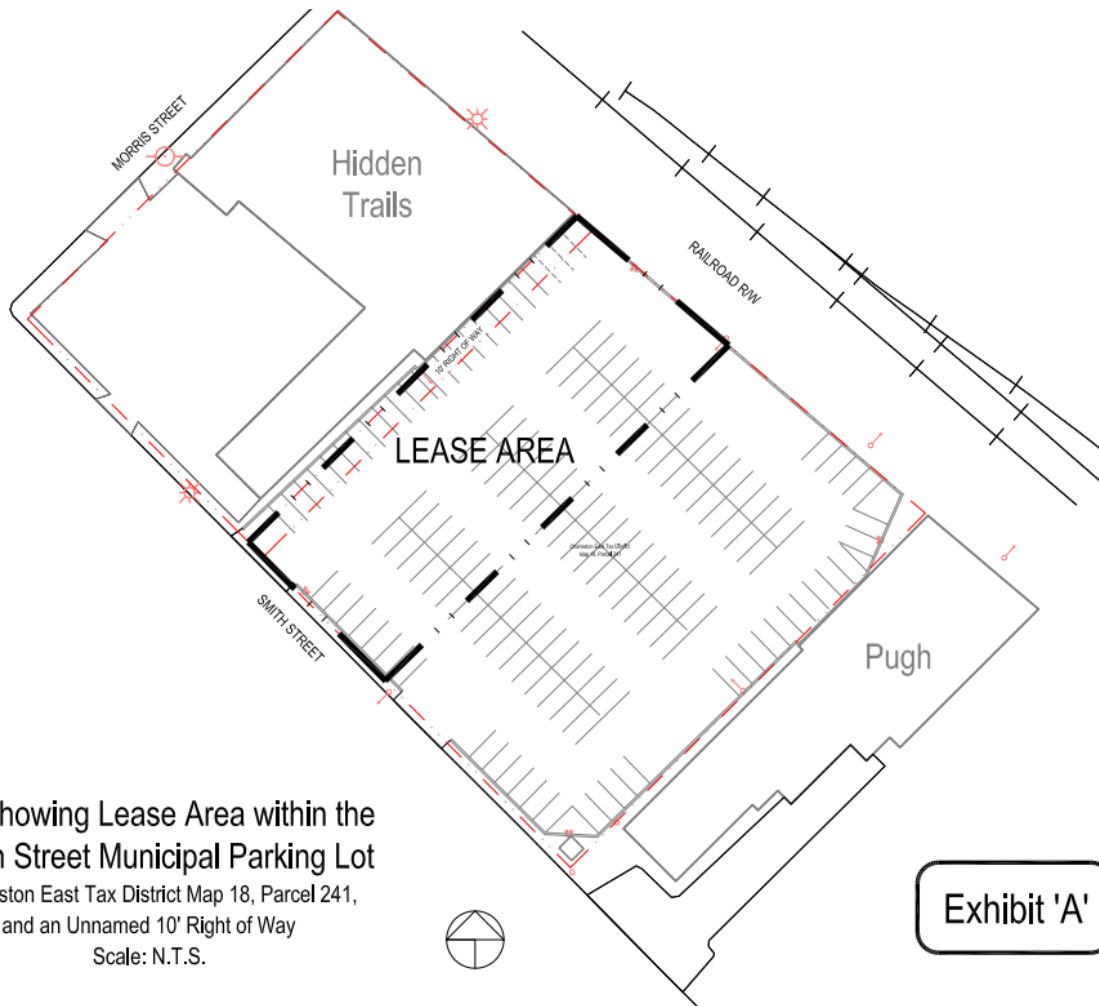
consideration during the period of the Lease term and that the purchase price option represents the fair market value of the portion of the lot such that City Council is satisfied that the provisions of West Virginia Code § 8-12-18(c) and City of Charleston Municipal Code Section 3-14 are satisfied.

That, therefore, the City Manager or Mayor are authorized to take all steps necessary to enter into a Lease/Purchase Agreement with DHF, LLC of a portion of the City-owned lot located at 1310 Smith Street, as described in Exhibit A to the attached proposed Lease/Purchase Agreement.

Storage added that Mr. Trey Frame, owner of Hidden Trails Motorsports located at 702 Morris Street, is interested in expanding the footprint of his business. Hidden Trails is located beside a municipal parking lot on Smith Street that remains unused during the majority of the year. When the Smith Street lot is used, it does not reach capacity. After consulting with Mr. Frame about his expansion plan and discussing the proposed lease/purchase arrangement with the Director of the City Parking System, the Administration has concluded that placing a portion of lot into productive business use is mutually beneficial to the City and Hidden Trails. An appraisal of the parking lot was performed in 2019 and was used to determine the fair market value of the portion of the lot proposed to be used by Hidden Trails. As proposed and recommended, DHF, LLC, can purchase the portion of the parking lot any time within 10 years. In the meantime, the company will be making monthly lease payments to the City for the use of the lot. If purchased, 25% of rental payments collected will be credited toward the purchase price. Additionally, Mr. Frame has agreed to pay a \$5,000 purchase option payment to the City.

Frame added that this has been several years in the making, and he appreciates the Administration working with him. Councilmembers Jenkins and Adams agreed that this will be a great benefit to the City.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative, Chairperson Jenkins declared Resolution No. 372-20 approved.



**Plat Showing Lease Area within the
Smith Street Municipal Parking Lot**
Charleston East Tax District Map 18, Parcel 241,
and an Unnamed 10' Right of Way
Scale: N.T.S.

Exhibit 'A'

- c. Resolution No. 373-20 - Authorizing the Mayor or City Manager to purchase a FARO laser scanner for the Charleston Police Department's Accident Investigation Bureau for an amount not to exceed \$59,000. The scanner will be used to provide exceptional detailed mapping of accident scenes that will greatly enhance the Police Department's investigative abilities.

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

The Mayor or City Manager is authorized to purchase a FARO laser scanner for the Charleston Police Department's Accident Investigation Bureau for an amount not to exceed \$59,000. The scanner will be used to provide exceptional detailed mapping of accident scenes that will greatly enhance the Police Department's investigative abilities. The cost of the scanner will be expensed to Fund No. 042 (Unclaimed Property Fund).

Storage added that the identified scanner will be calibrated to scan an accident scene with exceptional clarity and measuring accuracy to be used in accident reconstruction efforts, investigations, and court proceedings. Currently, AIB has been using a scanner from the Criminal Investigation Division, which is not properly calibrated for the scanning distance needed by AIB and is often needed with a moment's notice, causing delay in completing accident scene scans. These devices are common in law enforcement work, and they are currently used by both the Kanawha County Sheriff's Department and the WV State Police. The cost of the device, which includes a total 3-year warranty and a 5-day onsite training and certification for AIB officers, is just under \$59,000. No General Fund money will be used for the purchase. Instead, funds will come from the Unclaimed Property Account (Fund 042).

Councilmember Jenkins added that the scanner is amazing, and he has attended training to see how helpful it can be for accident investigations, crimes scenes etc.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative, Chairperson Jenkins declared Resolution No. 373-20 approved.

- d. Resolution No. 374-20 - Authorizing the Charleston Coliseum & Convention Center / Municipal Auditorium Board ("Board") to take all action necessary to enter into a five-year management agreement with the OVG Facilities, LLC, to perform all day-to-day management activities of both the Coliseum & Convention Center and the Municipal Auditorium, where the Board will retain oversight over and approval of operating budgets, financial accounts, fee schedules, facility vendor contracts, capital improvement expenditures, and any other matter authorized by City ordinance. The approved agreement is attached as Exhibit A.

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

The Charleston Coliseum & Convention Center / Municipal Auditorium Board ("Board") is authorized to take all action necessary to enter into a five-year management agreement with the OVG Facilities, LLC, to perform all day-to-day management activities of both the Coliseum & Convention Center and the Municipal Auditorium, where the Board will retain oversight over and approval of operating budgets, financial accounts, fee schedules, facility vendor contracts, capital improvement expenditures, and any other matter authorized by City ordinance. The approved agreement is attached as Exhibit A.

Storage added that the proposed agreement comes at the unanimous request of the Coliseum & Convention Center / Municipal Auditorium Board and with the full support of the Administration.

Carrie Fenwick, Chair of the Coliseum & Convention Center / Municipal Auditorium Board, added that the Board has had extensive discussions over the past several months, and firmly believe that having a management company puts the Convention Center in step with the industry in a way that could not otherwise be achieved. Fenwick added that she believes it will be a wonderful partnership with OVG.

Andy Richardson, Vice Chair of the Coliseum & Convention Center / Municipal Auditorium Board, added that the Board has worked on this for a number of months, and he completely endorses moving forward with the proposal.

Tim Brady, Board Member and CEO of the Charleston Convention & Visitors Bureau, added that that the CVB is very excited about the OVG relationship. He added that this is a critical piece for the City's post-COV-19 recovery.

Mayor Goodwin added that that this conversation was well under way before the pandemic, and the Administration believes this is the right decision to take.

Councilmember Jenkins added that this agreement will move the City into the future, and will set the Convention Center up for success. He added that the contract makes both parties

partners in terms of incentives. OVG has the connections and knowledge to get bigger events and make the Convention Center more successful.

Councilmember Hoover added that she is very excited about the agreement as this will get the Convention Center and Municipal Auditorium into a bigger market/pool.

Councilmember Ceperley commended the Board for working on the proposed agreement.

Councilmember Reishman confirmed that taxes are not included in the amount used to determine the incentives, and confirmed that the City Attorney is satisfied with the agreement.

Councilmember Adams confirmed with Storage that the Board is the Contract Administrator in terms of managing the day to day relationship with OVG, and will continue to exercise the general the supervisory relationships of the facilities in consultation with OVG. Storage added that OVG will essentially be the Board's agent by managing the relationship with other vendors and submitting operating budgets for review. The Board will continue to make decisions about capital outlay expenditures (elevator repair, etc.). Doug Higgons, Senior Vice President of OVG Facilities, added that they are requesting there be one person that they can contact first if something needs to be discussed, while they will also communicate with the Board and Council. Adams confirmed with Storage that while OVG does manage the arena in Lexington Kentucky, it will not be exactly the same as what is being proposed. It will be more of a hybrid contract where the current City staff at the facilities will remain. As employees retire, resign etc., there will be a discussion as to whether those positions be replaced with OVG staff or not. OVG has agreed to abide by currently existing City HR policies.

Councilmember Burton stated that he is in full support of the agreement.

Councilmember Laird agreed.

Councilmember Reishman moved to approve the Resolution. With a majority of members present recorded thereon as voting in the affirmative, Chairperson Jenkins declared Resolution No. 374-20 approved.

Councilmember Reishman motioned to adjourn the meeting.

Meeting adjourned.

Resolution No. 376-20

Introduced in Council:

Adopted by Council:

September 21, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 376-20 – Authorizing the Mayor or City Manager to submit an application to the WV Governor’s Highway Safety Program in the amount of \$440,000 and administer any primary and supplemental funds awarded. These funds will be used to reimburse overtime expended by Charleston Police and law enforcement agencies in an eight-county region for enforcement activities including DUI, seat belt, child restraint, work zone safety, distracted and aggressive driving, equipment purchases and travel/training, as well as partial reimbursement for the CPD Highway Safety Coordinator and Assistant’s salaries.

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

The Mayor or City Manager is authorized to submit an application to the WV Governor’s Highway Safety Program in the amount of \$440,000 and administer any primary and supplemental funds awarded. These funds will be used to reimburse overtime expended by Charleston Police and law enforcement agencies in an eight-county region for enforcement activities including DUI, seat belt, child restraint, work zone safety, distracted and aggressive driving, equipment purchases and travel/training, as well as partial reimbursement for the CPD Highway Safety Coordinator and Assistant’s salaries.

Resolution No. 377-20

Introduced in Council:

Adopted by Council:

September 21, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 377-20 - Authorizing the City Manager or Mayor to accept the transfer to the City
2 of Charleston of a small parcel of real property situated adjacent to the Municipal Auditorium in
3 the Charleston East Tax District, District Number eleven, Map three, Parcel six, from the
4 Charleston Town Center Company, Limited Partnership, as part of the settlement of litigation,
5 pursuant to the Deed attached hereto as Exhibit A.

6

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

8

9 That the City Manager or Mayor are authorized to accept the transfer to the City of Charleston
10 of a small parcel of real property situated adjacent to the Municipal Auditorium in the Charleston
11 East Tax District, District Number eleven, Map three, Parcel six, from the Charleston Town Center
12 Company, Limited Partnership, as part of the settlement of litigation, pursuant to the Deed
13 attached hereto as Exhibit A.

DEED

THIS QUITCLAIM DEED, made this _____ day of _____, 2020 by and between **CHARLESTON TOWN CENTER COMPANY, LIMITED PARTNERSHIP**, a West Virginia Limited Partnership, party of the first part, and **THE CITY OF CHARLESTON**, a municipal corporation organized and existing under the laws of the State of West Virginia, party of the second part.

WITNESSETH THAT, WHEREAS, Charleston Town Center Company, Limited Partnership is the owner of certain real property located in the City of Charleston, abutting Quarrier Street, being situated in the Charleston East Tax District, District Number eleven (11), Map three (3), Parcel six (6); and

WHEREAS, by Resolution No. _____, which was duly passed by the City Council of The City of Charleston on _____, a certified copy of which is attached hereto, The City of Charleston approved and authorized the acceptance of said conveyance of the property herein described; and

NOW THEREFORE WITNESSETH; that for and in consideration of the party of the first part's agreement to donate and dedicate this property to the party of the second part; the said party of the first part does hereby GRANT, CONVEY, RELEASE, REMISE AND FOREVER QUITCLAIM, without any covenants of warranty, unto the said party of the second part, all of its right, title and interest, if any, in and to that certain lot or parcel of real estate, together with the improvements thereon and the appurtenances thereunto belonging, situated in the City of Charleston, in the Charleston East District, Tax District 11, Map 3, Parcel 6, the lot hereby conveyed being bounded and described as follows:

All that certain lot of land situate in the City of Charleston, Kanawha County, West Virginia, fronting fifty-eight (58) feet on the southwest side of Brown Street [now known as Quarrier Street and described hereinafter as Quarrier Street] between Truslow and Clendenin Streets, and extending back from Quarrier Street sixty-one (61) feet, and being further bounded and described as follows:

BEGINNING at an iron pin in the southwest line of Quarrier Street, 242 feet in a southeasterly direction from the south side of the curb on the east side of Clendenin Street; thence running with a line of Quarrier Street towards Truslow Street, a distance of 58 feet to an iron pin, a corner of the land formerly owned by Robson Realty Company Land, which is now owned by the City of Charleston, and at right angles to Quarrier Street in a southwesterly direction 61 feet to an iron pin; thence running in a northwesterly direction with the common back line of the lot previously owned by E. Cohen and a lot previously owned by I. E. Nichols, which is now owned by the City of Charleston, 58 feet to an iron pin; thence parallel with the second mentioned line, in a straight line, 61 feet to the place of beginning; being part of the same property which was conveyed to E. Cohen by H. L. Wehrle, by deed bearing date January 26, 1909, and of record in the Kanawha County Clerk's Office in Deed Book No. 115, at page 554; and also being the same property conveyed to Ostrin Electric Company, a corporation, by Nathan Ostrin and Eva Ostrin, his wife, by deed bearing date the 18th day of May, 1955, and recorded in said Clerk's Office in Deed Book 1134, at page 482.

And being all of the same property conveyed to Charleston Town Center Company, LTD. by deed from 213 Quarrier Corporation, and recorded in the aforesaid Clerk's office in Deed Book 2002, at page 315, described therein as Parcel III.

This conveyance is made subject to the restrictions and conditions pertaining to the use of said real estate and to the easement reservations and covenants as may be found in prior deeds of record in the chain of title.

Subject to the foregoing, the said party of the first part does hereby convey to the said party of the second part all of the property described herein "AS IS, WHERE IS."

DECLARATION OF CONSIDERATION OR VALUE: The party of the first part and the City of Charleston do hereby declare that the transfer of property by this instrument is not subject to the State excise tax upon the privilege of transferring real estate for the reason that it is

a transfer to or from the United States, the State of West Virginia, or to or from any of their instrumentalities, agencies or political subdivisions, pursuant to West Virginia Code § 11-22-1.

WITNESS the following signature and seal:

**CHARLESTON TOWN CENTER COMPANY
LIMITED PARTNERSHIP**, a West Virginia
limited partnership

By: FC QIC Charleston Town Center JV, LLC,
Its General Partner

By: FC Charleston Town Center Operator, LLC,
Its Sole Member

By: Ketan Patel
Its President and Secretary

STATE OF OHIO

COUNTY OF CUYAHOGA, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, President and Secretary of FC Charleston Town Center Operator, LLC, as the Sole Member of FC QIC Charleston Town Center JV, LLC, the General Partner of Charleston Town Center Company, Limited Partners, a West Virginia Limited Partnership, on behalf of said limited partnership.

My Commission expires: _____

[SEAL]

Notary Public

**THIS INSTRUMENT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SURVEY AND/OR
TITLE INSURANCE.**

DEED CONTAINS 3 PAGES

This instrument was prepared by Joseph J. Baldwin, Assistant City Attorney, City of Charleston
501 Virginia Street East, Charleston, West Virginia 25301

Resolution No. 378-20

Introduced in Council:

Adopted by Council:

September 21, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 378-20 - Authorizing approval of Amendment No. 3 in the FY 2020-2021 General
2 Fund Budget as indicated on the attached list of accounts.
3
4 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:
5
6 That Amendment No. 3 in the FY 2020-2021 General Fund Budget as indicated on the attached
7 list of accounts is approved.

General Fund FY 2020-2021 Budget Amendment No. 3 - September 21, 2020

Account No.	Department	Account Description	Amount
001 699 00 000 5 598	Contingency	Contingency	(115,000)
001 800 00 000 2 230	Refuse & Recycling	Contracted Services	115,000

Reallocating funds from the General fund Contingency to the Refuse & Recycling Department to pay for processing of mixed recyclables for the City.

Reportable: To Maintain compliance with the budgetary guidelines of the State of West Virginia

Resolution No. 379-20

Introduced in Council:

Adopted by Council:

September 21, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 379-20 - Authorizing the Mayor or City Manager to purchase an IDEMIA
2 Automated Fingerprint Identification System (AFIS) for \$27,495 to be used by the Charleston
3 Police Department, where the machine will replace a device originally purchased in 2009 that is
4 reaching the end of its serviceable life. IDEMIA is a sole source provider of the LiveScan System
5 that uses the same software processing, searching, and matching technology used by the West
6 Virginia State Police AFIS.

7

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

9

10 That the Mayor or City Manager is authorized to purchase an IDEMIA Automated Fingerprint
11 Identification System (AFIS) for \$27,495 to be used by the Charleston Police Department, where
12 the machine will replace a device originally purchased in 2009 that is reaching the end of its
13 serviceable life. IDEMIA is a sole source provider of the LiveScan System that uses the same
14 software processing, searching, and matching technology used by the West Virginia State Police
15 AFIS.

16



5515 East La Palma Avenue
Suite 100
Anaheim, CA 92807

August 19, 2020

Cpl. Greg Lucas
Charleston Police Department
Information Services Division
Charleston WV
Office: (304) 348-6472
Cell: (304) 389-2235
Email: gregory.lucas@charlestonwvpolice.org

Reference No. IDWV-L021120-03A

IDEMIA is pleased to provide Charleston Police Department with the following price quote for the IDEMIA LiveScan System equipped with the accepted standard West Virginia State Police (WVSP) software and profiles.

IDEMIA's fully integrated LiveScan solution provides Charleston Police Department the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls
- ◆ Mugshot Capture
- ◆ Full compliance with WVSP AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All livescan configurations include on-site installation, training, and 1 year on-site warranty



IDEMIA's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry is demonstrated by our placing resources **in the field** near the customer to provide on-site customer support.

Our standard warranty is 1 Year on-site for both parts and labor. Should Charleston Police Department report a problem, IDEMIA will dispatch a IDEMIA Representative to go on-site to resolve the problem as opposed to other vendors who send a "box with a replacement part". We send a highly trained support representative to provide problem resolution. This ensures that Charleston Police Department staff members are not burdened with the added task of "parts replacement".

Solution Description and Pricing

IDEMIA proposes the equipment and services described in Table 1.

Tenprint/Palmprint Capture - Ruggedized Cabinet		Table 1. Pricing
Description		Unit Price
IDEMIA LiveScan System Cabinet Tenprint/Palmprint, including: - IDEMIA LiveScan System Software - FBI Appendix F Certified Tenprint/Palmprint 1000PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology - Computer, Touch screen monitor, keyboard - Ruggedized Cabinet fixed-height with foot pedal for hands free advancement - Mugshot Capture Kit (camera, software, mounting hardware) - Bar Code Reader 1x5 - Signature Capture Pad - Standard WVSP criminal profiles and workflows - UPS - On-site Installation and Training Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement - Freight		\$27,495
Optional Extended Maintenance (after initial 1 Year Warranty)		
Annual Maintenance: 1 Year On-site Advantage Solution maintenance, 9x5, Next-day response, parts replacement		\$4,216

Standard shipping is 30+ days after IDEMIA receipt of order, or as otherwise scheduled.

Options and Pricing

IDEMIA equipment options and pricing described in Table 2.

Table 2. Options Pricing and Maintenance			
	Description	Unit Price	Annual Maintenance*
	Printer Black & White Tenprint Card, Duplexer, +1 additional Tray	\$1,325	\$199
	Printer Black & White Tenprint Card, Duplexer, +2 additional Trays	\$1,550	\$233

**Annual Maintenance to start after 1st Year Warranty*

Annual Maintenance prices shown above are for Year 2 only. On-going maintenance pricing may escalate 5% per year, beginning in Year 3.

Customer Responsibilities

Charleston Police Department is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Obtaining all required authorizations for connecting to the WVSP AFIS.

Connecting to the West Virginia State AFIS requires a secure and encrypted connection utilizing one of the following methods: (1) Charleston Police Department can purchase a Cisco 5505 firewall that will utilize the Charleston Police Department's existing internet connection or (2) Charleston Police Department can order a T-1 connection through the WVSP to connect to the WVSP weapons network.

For Charleston Police Department reference, prior to the purchase of LiveScan equipment, please ensure to contact James Cochran, WVSP LiveScan Coordinator, Tel: (304) 746-2192, Email: james.e.cochran@wvsp.gov to verify Charleston Police Department's connection to the State.

Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

- ◆ With the exception of the WVSP AFIS, there are no external interfaces to support which includes but is not limited to records management system, booking system, mugshot system, etc.
- ◆ An inter-agency agreement between Charleston Police Department and WVSP will be in place.
- ◆ Charleston Police Department will provide all necessary communication to connect to WVSP. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ On-site Installation Services will be scheduled after network connectivity to WVSP has been established and verified.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Charleston Police Department's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days after the date of the invoice. Product purchase will be governed by the IDEMIA Product Agreement, a copy of which is attached for your convenience.

Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Proposal Expiration: December 31, 2020

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all questions and order correspondence, including Purchase Order, to:

Jayne Goodall

IDEMIA

5515 East La Palma Avenue, Suite 100

Anaheim, CA 92807

Email: jayne.goodall@idemia.com | Mobile: (951) 833-2311 | Office: (714) 575-2956

We look forward to working with you.

Sincerely,



Michael Kato

Vice President of Public Security, State & Local Government - IDEMIA

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

*Customer local time

By signing this signature block below, Charleston Police Department agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature _____
Name _____
Date _____

Total Purchase Price (including any Options): \$ _____

Please provide Billing Address: *Please include Telephone number*

Telephone () _____

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address *(if different from Billing Address)*:

Telephone () _____

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE
(if applicable).

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and _____,

_____ ("Customer"), having a place of business at _____,

_____ enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$ _____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual

of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____

Name _____

Title _____

Date _____

NAME ("CUSTOMER")

Signed _____

Name _____

Title _____

Date _____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term “Licensor” means Idemia Identity & Security USA LLC, (“IDEMIA”); “Licensee,” means the Customer; “Primary Agreement” means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and “Agreement” means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

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

SECTION 1. DEFINITIONS

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

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

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

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

1.5 “Primary Agreement” means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

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

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

SECTION 2. SCOPE

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

SECTION 3. GRANT OF LICENSE

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4. LIMITATIONS ON USE

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

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

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

SECTION 5. OWNERSHIP AND TITLE

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

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2. IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These

efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

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

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION

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

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

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

SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are

IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

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

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

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

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

11.5. **PREVAILING PARTY.** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.



August 13, 2020

Cpl. Greg Lucas
Charleston Police Department
Information Services Division
Charleston WV
Office: (304) 348-6472
Cell: (304) 389-2235
Email: gregory.lucas@charlestonwvpolice.org

Reference No. IDWV-L021120-03

IDEMIA's Automated Fingerprint Identification System (AFIS) is currently installed at West Virginia State Police (WVSP). IDEMIA is the owner of the software and design, sole developer and sole provider for the AFIS.

The proposed IDEMIA LiveScan System is specifically designed to work with the existing AFIS located at WVSP.

As the manufacturer of the existing WVSP AFIS and software application, only IDEMIA can provide the LiveScan System that uses the same Software processing, searching and matching technology used by the WVSP AFIS. These devices use a proprietary software application that incorporates specific encoding algorithms and search routines developed and patented by IDEMIA.

Specifically:

IDEMIA does not have other sales channels, partners or resellers. The proposed solution can only be procured and implemented directly from IDEMIA. As the manufacturer of the existing WVSP AFIS subsystem, software applications, and LiveScan System, only IDEMIA can provide the required hardware, software and support.

Should you require further assistance, please contact Jayne Goodall, IDEMIA Senior Sales Manager, Mobile (951) 833-2311, Office (714) 575-2956 or Email jayne.goodall@idemia.com

Sincerely

A handwritten signature in blue ink, appearing to read "Michael Kato".

Michael Kato
Vice President of Public Security, State & Local Government
IDEMIA

Resolution No. 380-20

Introduced in Council:

Adopted by Council:

September 21, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 380-20 - Authorizing the Mayor or City Manager to enter into a memorandum of
2 understanding with the Raleigh County Solid Waste Authority for services relating to the
3 processing of mixed recyclables for the City of Charleston as detailed in Exhibit A attached
4 hereto.

5

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

7

8 That the Mayor or City Manager is authorized to enter into a memorandum of understanding
9 with the Raleigh County Solid Waste Authority for services relating to the processing of mixed
10 recyclables for the City of Charleston as detailed in Exhibit A attached hereto.

11

Exhibit A

**MEMORANDUM OF UNDERSTANDING REGARDING
RECYCLING SERVICES FOR THE CITY OF CHARLESTON
AT THE RALEIGH COUNTY SOLID WASTE AUTHORITY**

This Memorandum of Understanding ("MOU") is entered into by and between the City of Charleston, hereinafter "the City," and the Raleigh County Solid Waste Authority, hereinafter "RCSWA."

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

WHEREAS, the RCSWA is a Solid Waste Authority organized and existing under the laws of the State of West Virginia and located in Raleigh County, West Virginia; and

WHEREAS, RCSWA owns and operates a single-stream recycling facility that has accepted recyclables from the City without charging the City any fees for processing the mixed recyclables; and

WHEREAS, due to low market pricing for recyclables, RCSWA must begin charging a fee for processing mixed recyclables from the City and other large volume recyclers;

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. The City agrees to pay \$175.00 per ton of recyclables taken by the City to RCSWA for processing.
- B. RCSWA agrees that during the Term of this MOU, it will continue to accept single stream recycling from the City and will continue to accept the types of recyclables it has received from the City during calendar year 2019, namely newspaper, office paper, magazines, cardboard, aluminum, tin cans, similar metals, plastic #1, and plastic #2.
- C. Each time the City takes recyclables to RCSWA, RCSWA will weigh the recyclables dropped off by the City and provide a receipt showing the weight to the City. RCSWA shall further retain a record of the weight of recyclables and provide an invoice to the City on a monthly basis, but the Parties agree that the City will issue payment on a quarterly basis.
- D. The Term of this agreement shall be for the current fiscal year, commencing on the date this agreement is executed and ending on June 30, 2021.
- E. The Parties agree to reassess the per ton price and communicate in good faith to work toward a new agreement for the following fiscal year, which runs from July 1, 2021 through June 30, 2022.

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

G. *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.

IN WITNESS WHEREOF, the undersigned have caused this MOU to be properly executed by an officer thereunto duly authorized on the _____ day of September, 2020.

City of Charleston

By:_____

Its:_____

Raleigh County Solid Waste Authority

By:_____

Its:_____

Resolution No. 381-20

Introduced in Council:

Adopted by Council:

September 21, 2020

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 381-20 - Authorizing the Mayor or City Manager to purchase five (5) Air Mask
2 Systems (self-contained breathing apparatus) for the Charleston Fire Department from Finley
3 Fire Equipment and ten (10) spare air cylinders, at a total price of \$33,890.00. The purchase
4 price was determined through a competitive bidding process, of the which the awarded bidder
5 qualified for local vendor preference for one year.

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 authorized to purchase five (5) Air Mask Systems (self-
10 contained breathing apparatus) for the Charleston Fire Department from Finley Fire Equipment
11 and ten (10) spare air cylinders, at a total price of \$33,890.00. The purchase price was
12 determined through a competitive bidding process, of the which the awarded bidder qualified
13 for local vendor preference for one year.