



PD
FIN
CLK
022012

City Manager Signature Sheet

Date: August 28, 2012

Submitting Department: POLICE DEPARTMENT

Contact: Lieutenant Deeds **Phone Number/Ext:** 5426

Brief Description of Item (1 sentence):

Support and Maintenance Agreement between City of CR and Baycom Inc. for Police Department Squad Cars Arbitrator Camera System.

****Only necessary to complete this section if the item is controversial and non-routine**

Background: NA



"Responsibly Managing the Resources Entrusted To Us"

Contract Cover Sheet

CONTRACT INFORMATION

Requesting Department	Police Department
Preparing Department	Finance - Contracts
Contract Name	Agreement for Arbitrator Camera Support & Maintenance
Supplier	Baycom – Steve Wichman (920) 619-0491 cell
Estimated Amount	NTE \$5,125
Funding Source	Police department budget
Contract Number	PD-022012-01
Bid / RFP Number	N/A
Project Number	PD-022012-01
People Soft Number (Contract Number)	PD-022012-01
Resolution Number	N/A
CIP / DID Number (On Base # - CRPD Clerk)	PD-022012-01
Type: FP, IQ ☐	
Term:	July 1, 2012 to June 30, 2013

Summary: This agreement is regarding Arbitrator maintenance & support. IT recommends that the City purchase this maintenance. This is a Public Safety issue. We currently have 14 patrol cars using the system; we are in the process of adding 18 more with future plans of another 7. The maintenance not only gives us hardware support (which we have utilized once in the last 12 months), centralized system support (which we have utilized 2-3 times over the last 12 months for recorder issues) but also upgrades.

CONTRACT PERSONNEL

Requestor's Name	Lt. Walter Deeds
Preparer's Name	Randy Hartman
Contract Manager	Randy Hartman
Project Manager	Lt. Walter Deeds
Department Director	Lt. Walter Deeds
Department Manager	
AP Specialist Assigned	Chad Mittan
IT Contact (if applicable)	Julie Macauley (x5118)



"Responsibly Managing the Resources Entrusted To Us"

Support and Maintenance Agreement

for

Arbitrator Camera System

with

Baycom Inc.

for

Police Department Squad Cars

Contract Number

CD-022012-01

Prepared by
CRPD of Cedar Rapids
Finance Department - Contracts Division

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Agreement for Arbitrator Camera Equipment

Contract # CD-022012-01

Arbitrator Camera Equipment for Cedar Rapids Police Department

This agreement, hereinafter referred to as "Agreement", is by and between Baycom Inc. (Greenbay, WI), hereinafter called "Supplier" and the CRPD of Cedar Rapids, Iowa (Police Department), hereinafter called "CRPD" and is to be effective on the date it is executed by the CRPD as shown herein below. Both Parties may be referred individually as "Party" and jointly as "Parties".

The Supplier and the CRPD, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1.0 GENERAL AGREEMENT

In accordance with the provisions and conditions of this Agreement, Supplier hereby freely enters into this Agreement for the purpose of providing Services to the CRPD and to be compensated for those Services. Execution of this Agreement by the Supplier and the CRPD constitutes written authorization to the Supplier to proceed with the Scope of Services contained herein.

2.0 Definitions

- 2.1 "Contract" and "Agreement" may be used interchangeably when referring to this document.
- 2.2 "Equipment" means the Arbitrator camera system.
- 2.3 "Service(s)" shall refer to access fees and all necessary labor necessary to accomplish the Scope of Services as defined in this Agreement in Section 4 and Attachment A, SCOPE OF SERVICES.
- 2.4 "Documents" shall mean drawings, design plans, specifications, photos, reports, information, observations, calculations, notes, electronic media, survey notes, special studies, personnel information, and any other records or reports, accounting records, data or information, in any form, prepared, collected, or received by Supplier, or its Subcontractors, if any, in connection with any or all of the Services associated with this Agreement.
- 2.5 "Documentation" means manuals, specifications, instructions or other writings related to Equipment, Services hereunder in electronic or other form, as the case may be.
- 2.6 "Subcontractor" shall mean any person or entity retained by the Supplier as an independent contractor to provide a portion of the core Services required for completion of the Services specified in this Agreement, which cannot be performed by the Supplier.
- 2.7 "Normal Business Hours" for the Supplier shall be defined as 8:00 AM to 5:00 PM Monday through Friday, excluding CRPD and Supplier holidays.
- 2.8 "Contract Number" shall be a unique number used by the CRPD as reference for this Agreement.
- 2.9 "Arbitrator" or "Arbitrator 360°" shall mean the Panasonic Toughbook Mobile Digital Video camera system installed in CRPD police cars.
- 2.10 "VPU" shall mean Video Processor Unit, which is the generic term for the Arbitrator 360°.

3.0 TERM OF AGREEMENT

- 3.1 The initial term of this Agreement shall commence on the date the CRPD executes this Agreement as shown below and shall end on 06/30/13.
- 3.2 This Agreement may be extended only by written mutual agreement by the CRPD and the Supplier.

4.0 SCOPE OF SERVICES

- 4.1 The Supplier shall, provide all Access Services in full compliance with and as required by or pursuant to this Agreement and as defined in Attachment A, SCOPE OF SERVICES, which is attached and made a part hereof.

- 4.2 The Supplier shall not commence or perform any Service (or work) outside the Scope of Services or change the Scope of Services until authorized in writing by the CRPD Manager, as documented in Section 27.0 of this Agreement.
- 4.3 During the course of performing Services within the Scope of Services, if the Supplier determines that the Scope of Services or Schedule may be inadequate to accomplish successful completion of the Project, the Supplier shall provide written notice to the CRPD Contract Manager and describe what changes may need to be made to the Scope of Services and/or Schedule to rectify the inadequacies. The CRPD and Supplier shall work together to prepare an amendment to this Agreement as documented in Section 27.0 of this Agreement. Upon completion and execution of the written amendment by the CRPD Manager and the Supplier, the amendment shall become part of this Agreement.
- 4.4 The CRPD shall be allowed to audit the Supplier's records prior to considering an amendment to the Agreement, Schedule, or Scope of Services.
- 4.5 The CRPD reserves the right to make changes to the Scope of Services to be provided which are within the Project.
- 4.6 No changes to the Scope of Services shall be valid unless made in writing and agreed to by both the CRPD and the Supplier and documented as an amendment to this Agreement.

5.0 SCHEDULE

The schedule for which the Scope of Services contained in this Agreement shall be two-fold: 1) access service shall continue without interruption for the term of this Agreement, and 2) Technical services shall be on an as-needed basis. The CRPD will contact the Supplier when Service is required and the Supplier will respond within in one (1) business day.

6.0 CITY'S RESPONSIBILITIES

The list of CRPD's Responsibilities pertaining to this Agreement is as set forth in Attachment B, CITY'S RESPONSIBILITIES.

7.0 COMPENSATION FOR SERVICES

- 7.1 The CRPD shall compensate the Supplier for Services rendered under this Agreement. Compensation shall be on a not-to-exceed price basis in accordance with the Supplier's fee schedule as detailed in Attachment C, FEE SCHEDULE.
- 7.2 The total Agreement charges shall not exceed \$5,125.

8.0 INVOICE PROCEDURE AND PAYMENT TERMS

8.1 Invoice Procedure

- 8.1.1 Invoices shall be submitted within thirty (30) days of the signing of this Agreement. Two invoices shall be submitted on six-month intervals, each invoice for ½ of the contract amount.
- 8.1.2 Invoices shall be submitted in PDF form, via e-mail to accountspayable@cedar-rapids.org.
- 8.1.3 As a minimum, Supplier invoices shall include the following information:
- Item name
 - Description
 - Quantity of items in service
 - Unit price
 - Extended amount for each item
 - Invoice total
 - CRPD PO number
 - Contract Number
 - Supplier name and address
 - Date of Service or items provided

8.2 **Payment Terms**

8.2.1 Payment terms for Services authorized under this Agreement shall be net forty five (45) days, upon receipt of an acceptable original invoice, as noted in this Section, and after Services are performed and accepted and all required invoice support documentation are received in a format acceptable to the CRPD.

8.2.2 All payments due hereunder shall be paid in U.S. Dollars.

9.0 **TREATMENT OF DOCUMENTS**

9.1 **Ownership**

All Documents shall remain the property of the CRPD during the term of this Agreement and upon completion or termination of the Services of the Supplier. Upon completion or termination of this Agreement, the Supplier, if requested by the CRPD, shall promptly deliver all Documents to the CRPD. The Supplier shall have the right to make and retain copies of the Documents for their records. The CRPD may reuse the Documents for other projects at its own risk.

9.2 **Confidentiality**

Any individual subcontracted or employed by the Supplier with authorized access to personnel information Documents, if any, is given access to use any personnel information in the Documents solely for the purpose of performing the Services of this Agreement and must not divulge this information to anyone without a need to know. Confidentiality of personnel information contained in the Documents shall survive the completion or termination of this Agreement subject to applicable state statutes.

9.3 **Disposal**

At any time during the performance of this Agreement or following completion or termination of this Agreement, Supplier may dispose of outdated, irrelevant, unneeded or otherwise useless Documents. Disposal of Documents by Supplier shall: i) not occur without consent of the CRPD Project Engineer, ii) comply with Section 10.0 of this Agreement, and iii) shall be in a manner such that Documents or information in the Documents is unable to be read, interpreted, reproduced, copied or duplicated in any fashion.

10.0 **ACCESS TO SUPPLIER RECORDS**

10.1 During the term of this Agreement, and until delivered to the CRPD, the Supplier shall maintain all Documents, accounting records, and other documentation pertaining to cost incurred in performing the Services under this Agreement.

10.2 The CRPD or any duly authorized representative of the CRPD shall have access to all such information for the purpose of inspection, audit and copying during normal business hours. All such information shall be retained for five (5) years from the date of final payment under this agreement.

10.3 This access shall be made available to the CRPD or duly authorized agent and shall be considered incidental to the Scope of Services contained herein. As such, there shall be no additional compensation allowed the Supplier for maintaining this information and allowing the herein described access.

11.0 **AUDITS**

11.1 The CRPD shall be allowed to audit the Supplier's records prior to considering an amendment to the Agreement, Schedule, or Scope of Services.

11.2 If Project is funded in any way utilizing Federal Funds the Supplier acknowledges that it may be required to submit to an audit of funds paid through this Agreement and as may be conducted in accordance with provisions of the Office of Management and Budget Circular A-133 (Audit of States, Local Government and Non-Profit Organizations).

Handwritten signature and initials, possibly "SPW", in black ink.

12.0 INDEPENDENT SUPPLIER

Both Parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

13.0 TERMINATION

13.1 Termination of Award for Convenience

The CRPD may terminate the Agreement at any time by giving written notice to the Supplier of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished Services, reports, materials(s) prepared or furnished by the Supplier under this Agreement shall, at the option of the CRPD, become its property. If the Agreement is terminated by the CRPD as provided herein, the Supplier shall be paid for all Services which have been authorized, provided, and approved up to the effective date of termination. The CRPD will not be subject to any termination fees from the Supplier.

13.2 Default and Termination for Cause

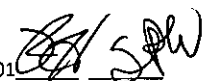
If through any cause, the Supplier shall fail to fulfill in a timely and proper manner its obligations or if the Supplier shall violate any of the terms or conditions of this Agreement, the CRPD shall thereupon have the right to terminate the Agreement by giving written notice to the Supplier of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the CRPD, all completed Services, Documents, and delivered Materials shall, at the option of the CRPD, become its property, and the Supplier shall be entitled to receive compensation for any satisfactory Services completed, and delivered Materials. Notwithstanding the above, the Supplier shall not be relieved of liability to the CRPD for damage sustained by the CRPD by virtue of breach of the Agreement by the Supplier and the CRPD may withhold any payments to the Supplier for the purpose of set off until such time as the exact amount of damages due the CRPD are determined.

14.0 CRPD'S RIGHT TO WITHHOLD

14.1 Notwithstanding any other provision of this Agreement and without prejudice to any of CRPD's other rights or remedies, CRPD shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Payment that may be or become due under this Agreement such amount as may reasonably appear necessary to compensate CRPD for any actual or prospective loss due to:

- (1) Services that are defective, damaged, flawed, unsuitable, nonconforming or incomplete;
- (2) Damage for which Supplier is liable under this Agreement;
- (3) Liens or claims of lien regardless of merit;
- (4) Claims of Sub-suppliers or other persons regardless of merit;
- (5) Delay in the progress or completion of the Services;
- (6) Inability of Supplier to complete the Services;
- (7) Failure of Supplier to properly complete or document any pay request or invoice;
- (8) Any other failure of Supplier to perform any of its obligations under this Agreement; or
- (9) The cost to CRPD, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of CRPD's remedies set forth in this Agreement.

14.2 CRPD shall be entitled to retain any and all amounts withheld until Supplier shall have either performed the obligations in question or furnished security for such performance satisfactory to CRPD. CRPD shall be entitled to apply any money withheld or any other money due Supplier under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards,



attorneys' fees, and administrative expenses incurred, suffered, or sustained by CRPD and chargeable to Supplier under this Agreement.

15.0 INSURANCE

15.1 Prior to the start of the Services, and at all times during the term of the Services and this Agreement, and any extensions thereof, the Supplier shall purchase, at its own expense, and maintain with insurance companies in good standing and acceptable to the CRPD. Such insurance will protect the Supplier from liability and claims for injuries and damages which may arise out of or result from the Supplier's operations under this Agreement and for which the Supplier may be legally liable, whether such operations are by the Supplier or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

15.2 For the protection of the Supplier and the CRPD, but without restricting or waiving any obligations of the Supplier herein contained, the Supplier shall insure the risks associated with the Services and this Agreement with minimum coverages and limits as set forth in Attachment D, INSURANCE REQUIREMENTS AND DOCUMENTS.

16.0 CONTROLLING LAW

This Agreement shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Agreement throughout, as the case may be.

17.0 FORCE MAJEURE

Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

18.0 DISPUTES

18.1 Should any disputes arise with respect to this Agreement, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

18.2 The Supplier agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the Supplier fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the CRPD or the Supplier as a result of such failure to proceed shall be borne by the Supplier.

18.3 The unintentional delayed payment by the CRPD to the Supplier of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for Supplier to stop or delay Services according to Scope of Services, Attachment A, and the Schedule, Attachment B, provided herein.

19.0 INDEMNIFICATION

The Supplier shall, and hereby agrees to, protect, defend, indemnify and hold harmless the CRPD of Cedar Rapids, its officers and employees from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the CRPD, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or negligent acts, done by the Supplier, its employees, Subcontractors



or any independent Suppliers working under the direction of either the Supplier or Subcontractor in the performance of this Agreement.

20.0 WARRANTY OF WORK AND LIMITS ON LIABILITY

- 20.1 Supplier warrants that the Services and all of its components shall be free from defects and flaws in design; shall strictly conform to the requirements of this Agreement; shall be fit, sufficient, and suitable for the purposes expressed in this Agreement, and shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized similar entities in performing services of a similar nature in existence at the time of performance of the Services. The warranty herein expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto CRPD.
- 20.2 Supplier shall be responsible for the quality, technical accuracy, completeness and coordination of all Documents and other items and Services under this Agreement. Supplier shall, promptly and without charge, provide, to the satisfaction of CRPD, all corrective Services necessary as a result of Supplier's errors, omissions, negligent acts, or failure to meet warranty.
- 20.3 The Services and everything pertaining thereto shall be provided, performed, and completed at the sole risk and cost of Supplier. Supplier shall be responsible for any and all damages to property or persons as a result of Supplier's errors, omissions, negligent acts, or failure to meet warranty and for any losses or costs to repair or remedy any work undertaken by CRPD based upon the Services as a result of any such errors, omissions, negligent acts or failure to meet warranty. Notwithstanding any other provision of this Agreement, Supplier's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of CRPD or , to indemnify, hold harmless or reimburse Supplier for such damages, losses or costs.

21.0 GENERAL TERMS

- 21.1 All Attachments referred to in this Agreement are hereby incorporated herein by this reference.
- 21.2 The invalidity or unenforceability of any particular provision(s) of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, and this Agreement shall remain in full force and effect.
- 21.3 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assignees of the Parties hereto, but nothing in this Section shall be construed as consent to any assignment of this Agreement by either Party except as provided hereinabove.
- 21.4 Notices sent hereunder shall be sent first-class mail, postage prepaid, or by facsimile with first-class mail backup to Supplier and to CRPD at their respective addresses and to the person listed in the signature block, or to such other address/person as the Parties shall provide.

22.0 ENTIRE AGREEMENT

This Agreement and its Attachments contain the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced.

23.0 SUCCESSORS AND ASSIGNS

- 23.1 The CRPD and the Supplier each is hereby bound and the partners, successors, executors, administrators and legal representatives of the CRPD and the Supplier are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of this Agreement.
- 23.2 Any assignment or attempt at assignment made without consent of the CRPD shall be void.



24.0 SUBCONTRACTING

- 24.1 The Services relating to this Agreement, or any portion thereof, unless documented in this Agreement, may not be subcontracted without the prior written approval by the CRPD Manager in the form of a Contract amendment, as documented in Section 27.0 of this Agreement.
- 24.2 Requests to add subcontractors shall be in writing and shall name the Services to be performed, the organization which will perform the Services and the value of the Services to be performed and shall only be added by amendment to this Agreement.
- 24.3 Subcontractors which are shown as part of this Agreement shall be deemed to be approved when this Agreement is executed.
- 24.5 Subcontractors shall meet and be held to all of the terms and conditions of this Agreement by the Supplier.

25.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

- 25.1 All suppliers, sub-suppliers of goods and Services that engage in contracts with the CRPD of Cedar Rapids, Iowa agree as follows:

The Supplier, Sub-supplier, vendor and supplier of goods and services will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin, age, or handicap, except where age and sex are essential bona fide occupational requirements, or where handicap is a bona fide occupational disqualification. Such action shall include, but not be limited to the following:

- (a) Employment
 - (b) Upgrading
 - (c) Demotion or transfer
 - (d) Recruitment and advertising
 - (e) Layoff or termination
 - (f) Rate of pay or other forms of compensation
 - (g) Selection for training, including apprenticeship
- 25.2 The Supplier further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to race, color, sex, religion, national origin, handicap, or age.
- 25.3 If applicable, the Supplier or his/her collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Supplier's commitments under this selection.
- 25.4 The Supplier will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract, subcontract or purchase order unless exempt by the rules, regulations or orders of the CRPD's Affirmative Action Program and will provide in every subcontract, or purchase order that said provision will be binding upon each supplier, sub-supplier or seller.

26.0 NON-COLLUSION STATEMENT

- 26.1 The Supplier, nor anyone in the employment of the Supplier, has employed any person to solicit or procure this Agreement nor will the Supplier make any payment or agreement for payment of any compensation in connection with this Agreement.
- 26.2 Furthermore, there is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Services rendered under this Agreement, or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in this Agreement.
- 26.3 Furthermore, neither the Supplier nor anyone in the employment of the Supplier has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Agreement.

27.0 CONTRACT AMENDMENTS

- 27.1 No alteration, change, or modification of the Scope of Services, Schedule, or any of the terms or conditions of this Agreement shall be valid unless made by written amendment.
- 27.2 This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement and signed by the CRPD Manager.
- 27.3 The Supplier shall not commence any Service or work not included in the Scope of Services or change the schedule until authorized in writing by the CRPD Manager in the form of a Contract amendment.
- 27.4 The Supplier shall not exceed the maximum fees, as noted in Section 7.0, without a prior written request to the CRPD Contract Manager and authorization by written amendment to this Agreement, including a change to the Scope of Services. The written request shall include documentation and justification for such request including a detailed cost and schedule impact to the Project.
- 27.5 Supplier shall make no claim for additional compensation in the absence of written contract amendment of this Agreement.

28.0 CLOSEOUT OF AGREEMENT

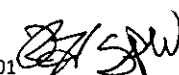
Upon completion of the Services included in this Agreement effective June 30, 2012, this Agreement will be considered as closed out.

29.0 SURVIVAL

All express representations and indemnifications made in or given in this Agreement will survive the completion of all Services of the Supplier under this Agreement or the termination of this Agreement for any reason.

30.0 SEVERABILITY

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CRPD and the Supplier, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

A handwritten signature in black ink, appearing to be "BA/SW", is written over the contract number.

31.0 PRIMARY CONTACTS

Supplier – Contract Issues:

Steve Wichman

Baycom Inc.
2040 Radisson St.
Greenbay, WI 54302

Phone (800) 726-5426
Fax (920) 468-8615
E-Mail swichman@baycominc.com

Supplier – Technical Issues:

Panasonic Arbitrator Support
6398 Thornberry Ct.
Mason, Ohio 45040

Phone (877) 272-6166
Fax (513) 770-0624
E-Mail swichman@baycominc.com

CRPD – Contract Issues:

Randy Hartman

CRPD of Cedar Rapids, Iowa
3851 River Ridge Drive NE
Cedar Rapids, Iowa 52402

Phone (319) 286-5907
Fax (319) 286-5130
E-Mail r.hartman@cedar-rapids.org

CRPD – Technical Issues:

Walter Deeds

City of Cedar Rapids – PD
505 1st St SW
Cedar Rapids, Iowa 52404

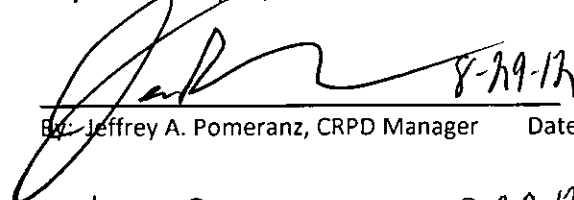
Phone (319) 286-5426
Fax (319) 5488
E-Mail w.deeds@cedar-rapids.org

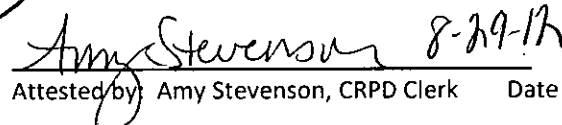
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory, whose signature appears below, has been and is on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Supplier


Authorized Signature _____ Date 7/20/12

City of Cedar Rapids, Iowa


By: Jeffrey A. Pomeranz, CRPD Manager Date 8-29-12


Attested by: Amy Stevenson, CRPD Clerk Date 8-29-12

This Agreement has been reviewed by the Finance Department – Contract Division of the CRPD of Cedar Rapids and is approved for further processing.

FOR INTERNAL USE ONLY

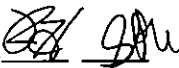

By: Randy Hartman, CRPD Contracts Manager Date 7/30/12

Attachment A

SCOPE OF SERVICES

Baycom shall be available to perform the following maintenance or service for the CRPD on the items listed as follows:

1. Unlimited phone, email, and online chat access to Panasonic technical support team – 24 hours per day, 365 days per year – at no charge.
2. Panasonic unlimited helpdesk support at no charge.
3. Panasonic unlimited software updates and upgrades at no charge.
4. Panasonic hardware repair performed via Priority Exchange.

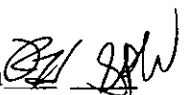
Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

ATTACHMENT B

CITY'S RESPONSIBILITIES

The CRPD shall be responsible for completion of the following items in a timely manner and at no cost to the Supplier:

1. Provide access to the facilities and vehicles which are associated with this Agreement.
 2. Issue original Agreement.
 3. Designate a person to act as the representative of the CRPD for the Project. Such person shall have a knowledge and understanding of the Project, have authority to receive information, interpret the CRPD's policies pertaining to the Project and this Agreement, and present issues to the decision making body for the CRPD.
 4. Provide criteria and information as to the CRPD's requirements pertaining to the Project.
-



ATTACHMENT C

FEE SCHEDULE

1. The cost per unit per month shall be \$10.42.
 2. This monthly rate calculates to \$125 per unit for the contract term of one year.
 3. The cost per unit per month shall be charged on the actual number of Arbitrators owned by the City at the time of the contract. The quantity at the time of this contract is 41 units.
 4. Total contract value is \$5,125.
-

[Handwritten signature]

ATTACHMENT D

INSURANCE REQUIREMENTS AND DOCUMENTS

D.1 Insurance Types and Coverages

D.1.1 **General Liability Insurance** Supplier shall carry the most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an occurrence-basis, with limits not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate (on a per location and/or per job basis) for Bodily Injury and Property Damage, including the following coverages:

- Premises and Operations Coverage
- Independent Supplier's Coverage
- Contractual Liability
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability
- Personal Injury Liability
- Sudden and Accidental Pollution Liability, as appropriate

This coverage shall protect the public or any person from injury or property damages sustained by reason of the Supplier or its employees carrying out the work involved in this Agreement.

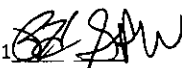
D.1.2 **Worker's Compensation and Employers Liability Insurance** Supplier shall carry Workers' Compensation (or maintenance of a legally permitted and governmentally-approved program of self-insurance which includes excess worker's compensation with statutory limits) covering Supplier employees pursuant to applicable state workers' compensation laws and/or Federal Regulations (FELA, USL&H, Jones Act) for work-related injuries suffered by employees of Supplier. Employer's Liability Insurance shall cover locations of all work places involved in this contract and the limits shall not be less than:

- Bodily Injury by Accident \$500,000 Each Accident
- Bodily Injury by Disease \$500,000 Policy Limit
- Bodily Injury by Accident \$500,000 Each Employee

D.1.3 **Automobile Liability Insurance:** The most recently approved ISO Business Automobile Liability Insurance policy, or its equivalent, covering owned, hired and non-owned vehicles with limits of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined, including Sudden and Accidental Pollution Liability, as appropriate.

Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this Agreement by the Supplier or its employees.

D.1.4 **Professional Liability Insurance** covering damages arising out of negligent acts, errors, or omissions committed by Supplier in the performance of this Agreement, with a liability limit of not less than \$1,000,000 per occurrence covering all work performed by the Supplier, its employees, subcontractors or independent contractors. If this coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two (2) years after the final payment is made to the Supplier and the project being accepted by the CRPD. The intent of this policy is to provide coverage for claims arising out of the performance of professional services under this contract and caused by any negligent act, error, or omission for which the Supplier is held liable.



D.1.5 **Umbrella Liability Insurance** with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable to be excess of the coverages and limits of the underlying policies required. Supplier shall notify CRPD, if at any time their full umbrella limit is not available during the term of this Agreement, and will purchase additional limits, if requested by the CRPD.

D.2 **Subcontractor's Insurance**

Should the CRPD permit the Supplier to further sublet or subcontract any portion of the Services, the Supplier shall, before permitting any of its Subcontractors to perform any Services, require each Subcontractor to carry insurance with terms and limits identical to that specified in this Agreement. Prior to the commencement of Services by any Subcontractor, the Supplier shall provide to the Project Manager, certificates of insurance evidencing that each Subcontractor carries insurance as required by this Agreement.

D.3 **Qualifying Insurance**

Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best rating of B+, VIII or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Supplier continuing to furnish the CRPD certificates of insurance evidencing coverage. The Supplier shall be responsible for deductibles and self-insured retentions in the Supplier's insurance policies.

D.4 **Certificates of Insurance**

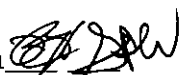
The Supplier shall, prior to execution of this Agreement, deliver to the Project Manager, certificates of insurance evidencing valid coverage in effect as specified in this Agreement. All Workers' Compensation policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against the CRPD, its sub-divisions, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the parties that the insurance as effected shall protect all parties. All other required insurance policies shall not contain any provision prohibiting waivers of subrogation. All required insurance policies shall provide that the policy is primary and non-contributing with any other insurance available to the CRPD.

Any and all deductibles in the above-described insurance policies or inadequacy of limits shall be assumed by, for the account of and at Supplier's sole risk.

The Supplier or their Agent shall provide written notice to the CRPD's Project Manager, no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by this Agreement. Supplier shall not cancel or make any material change in any such policies without the prior written consent of CRPD. For those insurance coverages whereby CRPD is required to be named as an additional insured, the Supplier shall at any time requested by the CRPD prior to or during the term of the Services or this Agreement, deliver to the CRPD certified copies of any and all insurance policies so requested. Further, should a loss arise after final acceptance that may give rise to a claim against the Supplier, and/or the CRPD as additional insured, the Supplier shall deliver to the CRPD, or shall cause its insurers or agents to deliver, certified copies of the policies maintained during the term of the Services or this Agreement, if so requested by the CRPD.

Should the Supplier or its Subcontractors fail to provide or maintain any of the insurance coverages referred to in this Agreement, the CRPD shall have the right, but no obligation, to provide or maintain such coverage, or coverage affording equivalent protection, at the Supplier's expense, either by direct charge or set-off.

CRPD does not represent that the insurance coverages specified herein, whether in scope of coverage or amounts of coverage, are adequate to protect the obligations of the Supplier, and the Supplier shall be solely responsible for any deficiencies thereof. Nothing in this Section shall be deemed to limit the Supplier's liability under this Agreement.



D.5 Requirements for Certificates of Insurance and Endorsements:

The Certification of Insurance shall be prepared according to the following instructions:

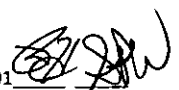
- a. The following address must appear in the Certificate Holder section:
CRPD of Cedar Rapids
Information Technology
3851 River Ridge Dr. NE
Cedar Rapids, IA 52402
- b. The Project name and Contract Number being covered must appear in the certificate description area.
- c. All companies affording coverage must be clearly listed.
- d. All policy numbers must be clearly listed.
- e. Current policy dates and limits must be clearly indicated.
- f. The following endorsements are required to be included with the Certificate of Insurance to evidence that the policy has been endorsed:

**CRPD of Cedar Rapids, Iowa
ADDITIONAL INSURED ENDORSEMENT**

Except for Worker's Compensation and Professional Liability policies, the CRPD of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as additional insureds with respect to liability arising out of the Insured's work and/or Services performed for the CRPD of Cedar Rapids, Iowa. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether available coverage be primary, contributing, or excess.

**CRPD of Cedar Rapids, Iowa
GOVERNMENTAL IMMUNITIES ENDORSEMENT**

1. Non-waiver of Government Immunity The insurance carrier expressly agrees and states that the purchase of this policy and the including of the CRPD of Cedar Rapids, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the CRPD of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.
3. Assertion of Government Immunity The CRPD of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the CRPD of Cedar Rapids, Iowa.
4. Non-Denial of Coverage The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the CRPD of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the CRPD of Cedar Rapids, Iowa.



5. No Other Change in Policy The insurance carrier and the CRPD of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**CRPD of Cedar Rapids, Iowa
CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in Insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to Information Technology Department, attention: Nic Roberts, 3851 River Ridge Dr. NE, Cedar Rapids, IA 52402. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

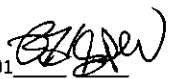
(Please note that the CRPD does accept a signed letter on the agent's letterhead, from the insured's insurance agent, confirming that the agent will provide notice as indicated above.)

- g. If the professional liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made. Furthermore, the certificate(s) must clearly disclose on its face that the policy cannot be canceled or materially altered without giving the CRPD written notice thirty (30) days prior to cancellation or alteration.

D.6 Notices:

During the term of the Agreement, the CRPD shall be provided with renewal certificates of insurance and endorsements. Notice is required prior to cancellation of any policy.

The required insurance certificates, including Certificates of Insurance and Endorsements, follow this page.





69247

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
8/23/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (952) 830-3000 Wells Fargo Insurance Services USA, Inc. 4300 MarketPointe Drive, Suite 600 Bloomington, MN 55435-5455	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: OneBeacon America Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 20621
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COVERAGES **CERTIFICATE NUMBER:** 4760044 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC		7110133730000	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		7110133730000	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		7110133730000 Follow Form	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A	N/A				WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		7110133730000	7/1/2012	7/1/2013	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Contract Name-Agreement for Arbitrator Camera Support & Maintenance
Contract Number-CD-022012-01

The CRPD of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are additional insured as respects General Liability where required by written contract. General Liability is primary and non-contributory and includes waiver of subrogation. Policy provides for 30 days notice of cancellation, 10 days for non payment of premium.

CERTIFICATE HOLDER CRPD of Cedar Rapids Information Technology 3851 River Ridge Drive NE Cedar Rapids, IA 52402	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>William K. Vela</i>
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ACORD 25 (2010/05)

(This certificate replaces certificate# 4760040 issued on 8/23/2012)

8-23-12
yf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
THE CRPD OF CEDAR RAPIDS, IOWA * C/O INFORMATION TECHNOLOGY 3851 RIVER RIDGE DR NE CEDAR RAPIDS, IA 52402-7531 * INCLUDING ALL ITS ELECTED AND APPOINTED OFFICIALS, ALL ITS EMPLOYEES AND VOLUNTEERS, ALL ITS BOARDS, COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES AND VOLUNTEERS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – PROTECTION OF IMMUNITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART (CLAIMS-MADE)

The following is added to **SECTION I -- COVERAGES**

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

COVERAGE C HEALTH CARE AND SOCIAL SERVICES LIABILITY

We have no duty to pay damages on your behalf under this policy unless the defenses of sovereign and governmental immunity are inapplicable to you.

The following is added to **SECTION IV – CONDITIONS**

This policy and any coverages associated therewith does not constitute, nor reflect an intent by you, to waive or forego any defenses of sovereign and governmental immunity available to any Insured, whether based upon statute(s), common law or otherwise, including Iowa Code Section 670.7, or any amendments.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notice of Cancellation to Designated Certificate Holder

- A. If we cancel this policy for any reason other than nonpayment of premium, we will endeavor to provide notice of such cancellation at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) at the address(s) shown in the schedule below when notice of cancellation is sent to the first Named Insured. In no event will the timing of notice to a certificate holder exceed the timing of notice to the first Named Insured.
- B. Our failure to provide notice of cancellation to a certificate holder scheduled below will not amend or extend the effective policy cancellation date or negate policy cancellation. Notice of cancellation is provided solely as a courtesy for the convenience of the first Named Insured and does not constitute a prerequisite to effective policy cancellation or confer any rights whatsoever on the certificate holder(s) scheduled below.

SCHEDULE

Name of Certificate Holder and Address

THE CRPD OF CEDAR RAPIDS, IOWA *
C/O INFORMATION TECHNOLOGY
3851 RIVER RIDGE DR NE
CEDAR RAPIDS, IA 52402-7531

*INCLUDING ALL ITS ELECTED AND APPOINTED OFFICIALS, ALL ITS
EMPLOYEES AND VOLUNTEERS, ALL ITS
BOARDS, COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD MEMBERS,
EMPLOYEES AND VOLUNTEERS