

AGENDA
BOARD OF PUBLIC SAFETY
Tuesday, June 10, 2025
9:00 A.M.

Council Chambers

Municipal Building, 229 S. Second Street, Elkhart, IN 46516

<https://signin.webex.com/join>

1-415-655-0001 Meeting number 2311 623 9410

Password Safety25

- 1. ROLL CALL**
- 2. APPROVE AGENDA**
- 3. APPROVE MINUTES: Regular Meeting May 27, 2025**
- 4. CLAIM AND ALLOWANCE DOCKET**
- 5. POLICE DEPARTMENT**
 - Purchase of Genasys Protect Communication Platform
- 6. FIRE DEPARTMENT**
 - Contract with Fire Catt Precision Testing
- 7. COMMUNICATIONS CENTER**
 - BOS Resolution 25-R-09 Purchase of Cummins Generator
- 8. BUILDING AND CODE ENFORCEMENT**
 - May Month End Reports
- 9. OTHER PUBLIC SAFETY MATTERS**
 - Transfer Unit #2476 from Police to Park Department
 - Designation of Lead Attorney to the Board of Safety- Deputy City Attorney Kevin Davis
- 10. PUBLIC PARTICIPATION**
- 11. ADJOURNMENT**

BOARD OF PUBLIC SAFETY
Tuesday, May 27, 2025

Chairman Kara Boyles called a regular meeting of the Board of Public Safety (BOS) to order at 9:00 a.m., Tuesday, May 27, 2025. Clerk Nancy Wilson called the roll. Kara Boyles, and Tessa Barnes were present. Proxy Tim Reecer was present. Dacey Davis, Anthony Coleman, and Laesha Black were absent.

1. APPROVE AGENDA

On motion by Tim Reecer, seconded by Tessa Barnes and carried 3-0, the agenda was approved as submitted.

2. MINUTES- Regular Meeting May 13, 2025

On motion by Tim Reecer, seconded by Tessa Barnes and carried 3-0, the minutes from May 13, 2025 were approved as presented.

3. CLAIM AND ALLOWANCE DOCKET

On motion by Tim Reecer, seconded by Tessa Barnes and carried 3-0, the Board approved the claim and allowance docket in the amount of \$431,872.80, consisting of 7 pages as prepared on May 16, 2025 at 9:59 a.m.

4. POLICE

Chief Dan Milanese presented a request to advertise Bid #25-01 Upfitting of Squad Cars. On motion by Tessa Barnes, seconded by Tim Reecer and carried 3-0, the Board approved plans and granted permission to advertise Bid #25-01 Upfitting Squad Cars.

Chief Milanese presented a purchase agreement with Nelson & Co. for rifle rated body armor. On motion by Tim Reecer, seconded by Tessa Barnes and carried 3-0, the Board ratified the purchase of 396 body armor panels from Nelson & Co. for \$117,493.20.

Chief Milanese presented a request to renew the yearly agreement with Covert Track for the service of GPS Tracking. On motion by Tim Reecer, seconded by Tessa Barnes and carried 3-0, the Board approved an agreement with Covert Track for the service of GPS tracking.

Chief Milanese presented a request to hire Special Officers Jeffery Eaton and Brian Chomer. They both passed all psychological screenings as well as the appropriate background searches necessary to become employed with the Elkhart Police Department. On motion by Tim Reecer, seconded by Tessa Barnes and carried 3-0, the Board hired Jeffrey Eaton and Brian Chomer as Special Officers for the Elkhart Police Department. Dr. Boyles swore them in as follows: "I swear that I will diligently, honestly, faithfully and impartially, perform all my duties as a Special Police Officer for the City of Elkhart according to the Law. I will support and defend the Constitution of the United States; and the Constitution of the State of Indiana. I will observe the rules and regulations of the City of Elkhart, and the Chief of Police of the Elkhart Police Department." Congratulations Officers!

5. FIRE

Chief Rodney Dale presented a request to place Captain Dustin Flagg on Administrative Leave with pay effective May 1, 2025 pending an investigation. On motion by Tessa Barnes, seconded by Tim Reecer and carried 3-0, the Board placed Captain Dustin Flagg on Administrative Leave effective May 1, 2025.

Chief Dale presented an Agreement with US Digital Designs for software repair maintenance. On motion by Tim Reecer, seconded by Tessa Barnes and carried 3-0, the Board approved an Agreement with US Digital Designs for software.

BOARD OF PUBLIC SAFETY
Tuesday, May 27 2025

6. BUILDING & CODE ENFORCEMENT

Tim Vistine presented a compliance agreement with the owners of 918 Pearl Street for ratification. On motion by Tim Reecer, seconded by Tessa Barnes and carried 3-0, the Board ratified a compliance agreement between the City of Elkhart and Conrad Hochstetler for 918 Pearl Street.

7. OTHER PUBLIC SAFETY MATTERS

Police Merit Commission Minutes

On motion by Tim Reecer, seconded by Tessa Barnes and carried 3-0, the Police Merit Commission Minutes from March 10 and March 24, 2025 were accepted and placed on file.

Disposal of Fixed Assets- Police Department

Josh Holt presented a request to dispose of fixed assets for scrap cars. On motion by Tim Reecer, seconded by Tessa Barnes and carried 3-0, the Board approved the disposal of fixed assets for four Police vehicles.

8. PUBLIC PARTICIPATION

Chief Milanese said Legal advised him to reconsider the approval of the Nelson & Co. Body Armor to give Legal a chance to approve before Chief signs. Nancy Wilson pointed out the original motion was to ratify previous action taken. Tim said the Board was under the impression that the purchase already occurred. Rose Rivera said the purchase has not occurred yet, so the ratification was ineffective. You can reconsider your previous motion to ratify and rescind that, then approve it contingent on approval by Legal delegating the authority to Chief Milanese to sign after Legal's final approval. On motion by Tim Reecer, seconded by Tessa Barnes and carried 3-0, the Board rescinded the motion to ratify the purchase of Body Armor from Nelson & Co. Rose said it went out for quotes so the emergency is not necessary. On motion by Tim Reecer, seconded by Tessa Barnes and carried 3-0, the Board provided contingent approval of the agreement between the Police Department and Nelson and Co. for the purchase of body armor, contingent upon Legal approval and authorized Chief Milanese to sign on behalf of the Board.

Nancy Wilson thanked Dr. Kara Boyles for her service to the Board of Safety. She has been a wonderful Chairman for this board, and she will be missed. She thanked her for her service to this Board and to the City of Elkhart. Kara said it has been a pleasure.

9. ADJOURNMENT

Chairman Kara Boyles adjourned the Board of Safety meeting at 9:15 a.m.

_____ Laesha Black, Vice-Chairman

Attest: _____ Nancy Wilson, Clerk of the Board

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_____ Laesha Black, Vice-Chairman

Attest: _____ Nancy Wilson, Clerk of the Board

BOARD OF PUBLIC SAFETY

CLAIM AND ALLOWANCE DOCKET

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND INVOICES OR BILLS ATTACHED THERETO ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6. I ALSO HEREBY CERTIFY THAT THESE VOUCHERS AND INVOICES REPRESENT GOODS AND/OR SERVICES THAT ARE FOR THE BENEFIT OF THE CITY OF ELKHART AND THAT APPROPRIATIONS FOR THESE EXPENDITURES HAVE BEEN DULY MADE OR OTHERWISE AUTHORIZED BY THE CITY COUNCIL AND OTHER APPROPRIATE AUTHORITY.

June 3

,2025



JAMIE ARCE -CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$372,363.56** AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 9 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 10TH DAY OF JUNE 2025 BY:

CHAIRMAN

~~DR. KARA BOYLES~~

vacant

VICE-CHAIRMAN

LALAESHA BLACK

MEMBER

ANTHONY COLEMAN

MEMBER

DACEY DAVIS

MEMBER

TESSA T. BARNES

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE



City of Elkhart

City of Elkhart

Expense Approval Report

By Fund

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 1101 - GENERAL					
ExpObject: - Risk Reduction Supplies					
MAS MODERN MARKETING I	MMI162980	06/10/2025	Custom Tatto for Fire Safety	1101-5-214-4290200	745.06
AMAZON CAPITAL SERVICES I	1H4K-RVQH-1HM3	06/10/2025	Mascot Costume, Cleaning Su	1101-5-214-4290200	559.00
ExpObject - Risk Reduction Supplies Total:					1,304.06
ExpObject: 4210500 - Office Supplies					
AMAZON CAPITAL SERVICES I	1CKX-NHPY-GDYR	06/10/2025	EXTENSION CORDS	1101-5-218-4210500	49.95
AMAZON CAPITAL SERVICES I	1QNJ-TQWC-G1LD	06/10/2025	Gloves, Sticky notes, Cleansin	1101-5-214-4210500	182.98
AMAZON CAPITAL SERVICES I	1H4K-RVQH-1HM3	06/10/2025	Mascot Costume, Cleaning Su	1101-5-214-4210500	78.96
ExpObject 4210500 - Office Supplies Total:					311.89
ExpObject: 4220100 - Historical Circuit Rider					
AT&T MOBILITY II LLC	287332368663X05192025-1	06/10/2025	4 CRADLE POINTS FOR INSPEC	1101-5-003-4220100	4,646.56
Menard, INC	77381	06/10/2025	40 QT Stacker Box and Bed Bu	1101-5-214-4220100	49.83
GORDON FOOD SERVICE INC	779318884	06/10/2025	Food for Engine 4 Push-in	1101-5-214-4220100	29.63
AMAZON CAPITAL SERVICES I	1QNJ-TQWC-G1LD	06/10/2025	Gloves, Sticky notes, Cleansin	1101-5-214-4220100	452.46
Menard, INC	77681	06/10/2025	TV mounts for Chief's Office	1101-5-214-4220100	15.22
LECHLITNER DOOR SALES & S	142354	06/10/2025	Keys made fro station	1101-5-214-4220100	25.36
AMAZON CAPITAL SERVICES I	1H4K-RVQH-1HM3	06/10/2025	Mascot Costume, Cleaning Su	1101-5-214-4220100	987.48
ExpObject 4220100 - Historical Circuit Rider Total:					6,206.54
ExpObject: 4220150 - Operating Supplies					
Menard, INC	77392	06/10/2025	FLOWERS	1101-5-219-4220150	141.93
STAPLES CONTRACT & COMM	6032119280	06/10/2025	LEGAL PADS, BATTERIES	1101-5-219-4220150	140.24
AMAZON CAPITAL SERVICES I	1KW7-YGXH-JG3L	06/10/2025	223 EM SNAP CLIPS, LICE TRE	1101-5-219-4220150	195.55
MIDDLEBURY VETERINARIAN	114580	06/10/2025	DOG FOOD	1101-5-219-4220150	2,135.68
SUPER SMART SHOPPERS	PS-INV104022	06/10/2025	DRUG TEST KITS	1101-5-219-4220150	994.63
KIWI BREACHING PRODUCTS,	3037	06/10/2025	PROTECTO WRAP-EOD	1101-5-219-4220150	197.00
EMERGENCY RADIO SERVICE,	516161	06/10/2025	REMOTE MICS	1101-5-219-4220150	775.80
STAPLES CONTRACT & COMM	6032562604	06/10/2025	COPY PAPER	1101-5-219-4220150	529.80
AMAZON CAPITAL SERVICES I	1WVL-PQTC-1RMV	06/10/2025	HSM PURE 740 SHREDDER	1101-5-219-4220150	2,072.74
AMAZON CAPITAL SERVICES I	1WVL-PQTC-1RMV	06/10/2025	First aid supplies	1101-5-219-4220150	314.59
AMAZON CAPITAL SERVICES I	197D-97Y6-1VYQ	06/10/2025	Motorized blinds, swiffer spra	1101-5-218-4220150	236.93
ExpObject 4220150 - Operating Supplies Total:					7,734.89
ExpObject: 4220180 - Firefighter Rig Gear					
AMAZON CAPITAL SERVICES I	1QNJ-TQWC-G1LD	06/10/2025	Gloves, Sticky notes, Cleansin	1101-5-214-4220180	91.92
PHOENIX SAFETY OUTFITTERS	SI-156377	06/10/2025	Fire Boots	1101-5-214-4220180	920.00
PHOENIX SAFETY OUTFITTERS	SI-156423	06/10/2025	Repair Fire Gear	1101-5-214-4220180	148.00
PHOENIX SAFETY OUTFITTERS	SI-156424	06/10/2025	Repair of Fire gear	1101-5-214-4220180	200.00
PHOENIX SAFETY OUTFITTERS	SI-156739	06/10/2025	Uniforms for Recuirts	1101-5-214-4220180	1,015.00
ExpObject 4220180 - Firefighter Rig Gear Total:					2,374.92
ExpObject: 4220185 - Police Uniform					
NEXTHILL CAPITAL PARTNERS	46682-2	06/10/2025	SOCIAL WORKER POLO SHIRT	1101-5-219-4220185	32.00
ExpObject 4220185 - Police Uniform Total:					32.00
ExpObject: 4220250 - Garage & Motor Supplies					
HERITAGE-CRYSTAL CLEAN, IN	19327754	06/10/2025	20 Gallons part waher chemic	1101-5-214-4220250	401.50
GENUINE PARTS COMPANY	447381	06/10/2025	Engine Oil and Fliters	1101-5-214-4220250	73.82
TERMINAL SUPPLY COMPANY	29318-00	06/10/2025	Couplers	1101-5-214-4220250	238.28
Menard, INC	77422	06/10/2025	24" Prolock Tool Bag	1101-5-214-4220250	64.99
YODER OIL COMPANY INC	INV-651344	06/10/2025	Oil Drums	1101-5-214-4220250	3,446.70
GENUINE PARTS COMPANY	447604	06/10/2025	Expansion Valve	1101-5-214-4220250	82.68
GENUINE PARTS COMPANY	447671	06/10/2025	V-Ribbed Belt	1101-5-214-4220250	39.58
AMAZON CAPITAL SERVICES I	1QNJ-TQWC-G1LD	06/10/2025	Gloves, Sticky notes, Cleansin	1101-5-214-4220250	101.77
GENUINE PARTS COMPANY	447849	06/10/2025	A/C Pressure Cycling switch	1101-5-214-4220250	35.40

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
YODER OIL COMPANY INC	INV-657171	06/10/2025	Return of Drums	1101-5-214-4220250	-3,426.70
SUTPHEN CORPORATION	40077461	06/10/2025	Handle For 2.5 & 3.0 VLV	1101-5-214-4220250	122.76
SUTPHEN CORPORATION	40077473	06/10/2025	Glove Box for Engine 4 and En	1101-5-214-4220250	1,497.86
GENUINE PARTS COMPANY	448278	06/10/2025	Scotch brite	1101-5-214-4220250	56.40
GENUINE PARTS COMPANY	448459	06/10/2025	ECH Switch	1101-5-214-4220250	39.20
GENUINE PARTS COMPANY	448499	06/10/2025	ECH Switch	1101-5-214-4220250	39.20
ExpObject 4220250 - Garage & Motor Supplies Total:					2,813.44
ExpObject: 4220310 - Household, Laundry, & Cleaning					
KALAMAZOO SANITARY SUPPL	1675506	06/10/2025	Floor Clearer	1101-5-214-4220310	492.52
AMAZON CAPITAL SERVICES I	1H4K-RVQH-1HM3	06/10/2025	Mascot Costume, Cleaning Su	1101-5-214-4220310	693.21
ExpObject 4220310 - Household, Laundry, & Cleaning Total:					1,185.73
ExpObject: 4220311 - Clothing & Outerwear					
DANIEL RIDDLE	37089-1	06/10/2025	Reimbursement for clothing e	1101-5-003-4220311	17.51
ExpObject 4220311 - Clothing & Outerwear Total:					17.51
ExpObject: 4220320 - Medical Supplies					
CLINICAL NEUROPSYCHOLOGY	POLICE 5/12	06/10/2025	POLICE CANIDADATE EVAL-CH	1101-5-219-4220320	925.00
BOUND TREE MEDICAL, LLC	85770771	06/10/2025	OB Kits	1101-5-214-4220320	296.06
TELEFLEX LLC	9509997724	06/10/2025	EZ-IO	1101-5-214-4220320	2,350.00
BOUND TREE MEDICAL, LLC	85772416	06/10/2025	Splint Kits	1101-5-214-4220320	1,266.93
PENNCARE, INC.	M138355	06/10/2025	Suction Unit	1101-5-214-4220320	1,054.00
PENNCARE, INC.	M138200	06/10/2025	IV Supplies	1101-5-214-4220320	1,048.14
PENNCARE, INC.	M138911	06/10/2025	Sensor Disposable	1101-5-214-4220320	264.00
ExpObject 4220320 - Medical Supplies Total:					7,204.13
ExpObject: 4230110 - Building Materials					
Menard, INC	77661	06/10/2025	4x8 OSB Central Fire	1101-5-214-4230110	149.80
Menard, INC	77711	06/10/2025	Toilet parts for Central Fire	1101-5-214-4230110	24.96
Menard, INC	77889	06/10/2025	Cabot Deck and cover	1101-5-214-4230110	85.14
Menard, INC	78208	06/10/2025	Hydroflex Hose	1101-5-214-4230110	113.96
ExpObject 4230110 - Building Materials Total:					373.86
ExpObject: 4230200 - Repair Parts					
MACQUEEN EQUIPMENT, LLC	P05838	06/10/2025	Hinge Cab Dr. RR	1101-5-214-4230200	447.07
POWER BRAKE & SPRING CO	1397299-00	06/10/2025	Fuel/Water Separator	1101-5-214-4230200	28.91
GENUINE PARTS COMPANY	447694	06/10/2025	A/C Compressor W/ Clutch	1101-5-214-4230200	557.98
POWER BRAKE & SPRING CO	1397487-00	06/10/2025	Seltec Comp	1101-5-214-4230200	535.49
POWER BRAKE & SPRING CO	1397638-00	06/10/2025	Hose	1101-5-214-4230200	174.73
POWER BRAKE & SPRING CO	1397702-00	06/10/2025	Pressure Valve	1101-5-214-4230200	98.89
POWER BRAKE & SPRING CO	1397616-00	06/10/2025	Bose and Clips	1101-5-214-4230200	256.78
POWER BRAKE & SPRING CO	1397702-01	06/10/2025	Single Check Valve	1101-5-214-4230200	30.09
ExpObject 4230200 - Repair Parts Total:					2,129.94
ExpObject: 4230300 - Small Tools & Minor Equipment					
SNAP-ON INC	ARV/54050606	06/10/2025	valve core	1101-5-214-4230300	209.44
SNAP-ON INC	ARV/54445194	06/10/2025	truck slack adj set	1101-5-214-4230300	68.15
SNAP-ON INC	ARV/55307014	06/10/2025	blue-link mini nexiq	1101-5-214-4230300	64.20
SNAP-ON INC	ARV/55827001	06/10/2025	3/4 dr ink skt	1101-5-214-4230300	31.40
SNAP-ON INC	ARV/56234374	06/10/2025	4pc & 6pc cpmbo set	1101-5-214-4230300	118.13
FIRE SERVICE, INC.	57408	06/10/2025	Locker parts	1101-5-214-4230300	374.75
MID-CITY SUPPLY CO INC	S4785677.001	06/10/2025	Impact Driver Set	1101-5-214-4230300	198.85
MID-CITY SUPPLY CO INC	S4786228.001	06/10/2025	Drill and Drive Set	1101-5-214-4230300	424.66
KNOX COMPANY	INV-KA-405136	06/10/2025	Brakets for Knox Box Secure K	1101-5-214-4230300	1,596.00
HOOSIER FIRE EQUIPMENT IN	122943	06/10/2025	Hurst eDraulic Spreader	1101-5-214-4230300	1,898.30
AMAZON CAPITAL SERVICES I	1H4K-RVQH-1HM3	06/10/2025	Mascot Costume, Cleaning Su	1101-5-214-4230300	348.98
HOOSIER FIRE EQUIPMENT IN	123036	06/10/2025	Hurst Tool Mount	1101-5-214-4230300	954.75
ExpObject 4230300 - Small Tools & Minor Equipment Total:					6,287.61
ExpObject: 4290300 - Specialty Teams Supplies					
DIVE RIGHT IN SCUBA, INC	258189	06/10/2025	Dive equipment for Dive Team	1101-5-214-4290300	763.95
ExpObject 4290300 - Specialty Teams Supplies Total:					763.95

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ExpObject: 4310400 - Professional Services					
NEW AVENUES INC	POLICE 4/30	06/10/2025	FOCUS ON SUCCESS MANAGE	1101-5-219-4310400	270.00
ExpObject 4310400 - Professional Services Total:					270.00
ExpObject: 4320100 - Freight					
AMAZON CAPITAL SERVICES I	1H4K-RVQH-1HM3	06/10/2025	Mascot Costume, Cleaning Su	1101-5-214-4320100	60.67
AMAZON CAPITAL SERVICES I	1H4K-RVQH-1HM3	06/10/2025	Mascot Costume, Cleaning Su	1101-5-214-4320100	-27.95
ExpObject 4320100 - Freight Total:					32.72
ExpObject: 4320300 - Travel					
GORDON FOOD SERVICE INC	779318883	06/10/2025	FOOD FOR SWAT 5/19-23	1101-5-219-4320300	348.92
ExpObject 4320300 - Travel Total:					348.92
ExpObject: 4320400 - Telephone & Communication					
AT&T MOBILITY II LLC	287332368663X05192025-2	06/10/2025	CRADLEPOINTS BUILDING AN	1101-5-003-4320400	429.20
ExpObject 4320400 - Telephone & Communication Total:					429.20
ExpObject: 4360100 - Repairs & Maintenance					
MNO-BMADSEN	58559	06/10/2025	Fixed Uninals at cental fire	1101-5-214-4360100	615.04
ExpObject 4360100 - Repairs & Maintenance Total:					615.04
ExpObject: 4360200 - Repairs & Maintenance - Equip					
JP ENTERPRISES, INC	57250	06/10/2025	GRAPHICS REMOVAL-PARKIN	1101-5-219-4360200	110.00
EMERGENCY RADIO SERVICE,	516000	06/10/2025	Radio Requirs	1101-5-214-4360200	977.00
ELKHART AUTO APPEARANCE	51725	06/10/2025	DETAILING OF SQUAD 2386	1101-5-219-4360200	200.00
HART CITY SCUBA INC	31249	06/10/2025	REPAIR OF DIVE SUIT	1101-5-219-4360200	540.00
ExpObject 4360200 - Repairs & Maintenance - Equip Total:					1,827.00
ExpObject: 4360400 - Maintenance Contracts					
HOOSIER FIRE EQUIPMENT IN	122385	06/10/2025	air samples	1101-5-214-4360400	415.00
J&K SEPTIC SERVICES, LLC	EFD04302	06/10/2025	Portable Rental	1101-5-214-4360400	135.00
ROLLINS, INC.	277675711	06/10/2025	1037 Oak Street Monthly Serv	1101-5-214-4360400	87.35
ROLLINS, INC.	277675713	06/10/2025	300 Lusher - Monthly Service	1101-5-214-4360400	86.39
ROLLINS, INC.	277675708	06/10/2025	801 CR 6	1101-5-214-4360400	86.07
ROLLINS, INC.	277675709	06/10/2025	1023 Osolo Road - Monthly Se	1101-5-214-4360400	87.35
CENTRALSQUARE TECHNOLO	437647	06/10/2025	Annual Maintenance Renewal	1101-5-218-4360400	50,075.37
STERICYCLE, INC	8010844514	06/10/2025	Shred Contract	1101-5-214-4360400	111.35
CINTAS CORP.	4231001000	06/10/2025	Rental Uniform	1101-5-214-4360400	60.65
US DIGITAL DESIGNS, INC	5269994507	06/10/2025	2024 Annual Service Invoice -	1101-5-214-4360400	18,939.69
US DIGITAL DESIGNS, INC	5269994768	06/10/2025	Annual Service Dispatch for F	1101-5-214-4360400	18,939.69
CINTAS CORP.	4231601244	06/10/2025	Uniform Rental	1101-5-214-4360400	60.65
ExpObject 4360400 - Maintenance Contracts Total:					89,084.56
ExpObject: 4370200 - Equipment Rental					
CHARLES S HAYES INC	2242	06/10/2025	Antenna Lease May/June (plu	1101-5-218-4370200	1,893.75
ExpObject 4370200 - Equipment Rental Total:					1,893.75
ExpObject: 4390600 - Trash Collection					
INTEGRA CERTIFIED DOCUME	11610595T180	06/10/2025	DOCUMENT DESTRUCTION	1101-5-218-4390600	146.91
ExpObject 4390600 - Trash Collection Total:					146.91
ExpObject: 4390800 - Memberships & Dues					
ELKHART COUNTY AUDITOR	1772	06/10/2025	SBS PORTAL - MAY FEES	1101-5-003-4390800	50.00
NATIONAL ASSOCIATION OF S	M052125IN	06/10/2025	NASRO MEMBERSHIPS	1101-5-219-4390800	200.00
ExpObject 4390800 - Memberships & Dues Total:					250.00
ExpObject: 4390912 - Contract Services					
CINTAS CORP.	4231601286	06/10/2025	CLEANING/RENTAL OF UNIFO	1101-5-219-4390912	8.80
VALA MARKETING LLC	E7372B36-0037	06/10/2025	HOSTING OF WEBSITE	1101-5-219-4390912	150.00
ExpObject 4390912 - Contract Services Total:					158.80
ExpObject: 4440200 - Motor Equipment					
MISHAWAKA-F, LLC	282784	06/10/2025	POLICE EXPLORER INTERCEPT	1101-5-219-4440200	24,986.00
MISHAWAKA-F, LLC	282784	06/10/2025	POLICE FORD EXPLORER INTE	1101-5-219-4440200	16,900.00
MISHAWAKA-F, LLC	282784	06/10/2025	Correction to variance	1101-5-219-4440200	5,250.00
MISHAWAKA-F, LLC	282785	06/10/2025	POLICE EXPLORER INTERCEPT	1101-5-219-4440200	43,936.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISHAWAKA-F, LLC	282786	06/10/2025	POLICE EXPLORER INTERCEPT	1101-5-219-4440200	47,984.00
ExpObject 4440200 - Motor Equipment Total:					139,056.00
ExpObject: 4440500 - Other Equipment					
CDW GOVERNMENT INC	AD9D58H	06/10/2025	PANASONIC TOUGHBOOK LAP	1101-5-219-4440500	2,510.82
ExpObject 4440500 - Other Equipment Total:					2,510.82
Fund 1101 - GENERAL Total:					275,364.19
Fund: 4425 - CUM FIRE EQUIP & POLICE					
ExpObject: 4440500 - Other Equipment					
TECHWORKS INC	INV0008500	06/10/2025	Pulic Education Trailer	4425-5-680-4440500	13,835.00
FTR & R, INC	2505001	06/10/2025	Equipment for new Fire Truck	4425-5-680-4440500	7,839.03
ExpObject 4440500 - Other Equipment Total:					21,674.03
Fund 4425 - CUM FIRE EQUIP & POLICE Total:					21,674.03
Grand Total:					297,038.22

Fund Summary

Fund	Expense Amount
1101 - GENERAL	275,364.19
4425 - CUM FIRE EQUIP & POLICE	21,674.03
Grand Total:	297,038.22

Account Summary

Account Number	Account Name	Expense Amount
1101-5-003-4220100	Operating Supplies	4,646.56
1101-5-003-4220311	Clothing & Outerwear	17.51
1101-5-003-4320400	Telephone & Communic	429.20
1101-5-003-4390800	Subscriptions & Member	50.00
1101-5-214-4210500	Office Supplies	261.94
1101-5-214-4220100	Operating Supplies	1,559.98
1101-5-214-4220180	Firefighter Rig Gear	2,374.92
1101-5-214-4220250	Garage & Motor Supplie	2,813.44
1101-5-214-4220310	Household, Laundry, Cle	1,185.73
1101-5-214-4220320	Medical, Surgical	6,279.13
1101-5-214-4230110	Building Materials	373.86
1101-5-214-4230200	Vehicle Repair Parts	2,129.94
1101-5-214-4230300	Small Tools & Minor Equ	6,287.61
1101-5-214-4290200	Risk Reduction Supplies	1,304.06
1101-5-214-4290300	Specialty Teams Supplies	763.95
1101-5-214-4320100	Freight	32.72
1101-5-214-4360100	Repairs & Maint - Bldg	615.04
1101-5-214-4360200	Equipment Repairs	977.00
1101-5-214-4360400	Maintenance Contract	39,009.19
1101-5-218-4210500	Office Supplies	49.95
1101-5-218-4220150	Operating Supplies	236.93
1101-5-218-4360400	Maintenance Contract	50,075.37
1101-5-218-4370200	Equipment Leases	1,893.75
1101-5-218-4390600	Trash Collection	146.91
1101-5-219-4220150	Operating Supplies	7,497.96
1101-5-219-4220185	Police Uniform	32.00
1101-5-219-4220320	Medical, Surgical	925.00
1101-5-219-4310400	Professional Services	270.00
1101-5-219-4320300	Travel	348.92
1101-5-219-4360200	Equipment Repair	850.00
1101-5-219-4390800	Organiz Membership &	200.00
1101-5-219-4390912	Contract Services	158.80
1101-5-219-4440200	Motor Equipment	139,056.00
1101-5-219-4440500	Other Equipment	2,510.82
4425-5-680-4440500	Other Equipment	21,674.03
Grand Total:		297,038.22

Project Account Summary

Project Account Key	Expense Amount
None	297,038.22
Grand Total:	297,038.22



City of Elkhart

City of Elkhart

Expense Approval Report

By Fund

Payment Dates 5/16/2025 - 6/1/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 1101 - GENERAL					
ExpObject: 4110130 - Full Time Wages					
JOSEPH CURTIS II	052925PAYROLL	05/30/2025	Payroll Correction 5.29.2025 P	1101-5-218-4110130	196.79
JULIA WERBIANSKY	052925PAYROLL	05/30/2025	Payroll Correction 5.29.2025 P	1101-5-218-4110130	192.94
NEWLAND, ASHLEIGH	052925PAYROLL	05/30/2025	Payroll Correction 5.29.2025 P	1101-5-218-4110130	152.68
ExpObject 4110130 - Full Time Wages Total:					542.41
ExpObject: 4220100 - Historical Circuit Rider					
1ST SOURCE BANK	1089-25	05/24/2025	Att::Dale, Gore, Lace, Sommer	1101-5-214-4220100	108.03
ExpObject 4220100 - Historical Circuit Rider Total:					108.03
ExpObject: 4220185 - Police Uniform					
JEFFERY EATON	46863-2	05/23/2025	SHOE ALLOWANCE NEW OFFI	1101-5-219-4220185	50.00
ExpObject 4220185 - Police Uniform Total:					50.00
ExpObject: 4220210 - Gasoline					
1ST SOURCE BANK	4196	05/24/2025	Refilled fuel containers for bo	1101-5-214-4220210	138.16
ExpObject 4220210 - Gasoline Total:					138.16
ExpObject: 4230200 - Repair Parts					
POWER BRAKE & SPRING CO	1395399-00	05/23/2025	Brakes	1101-5-214-4230200	239.02
ExpObject 4230200 - Repair Parts Total:					239.02
ExpObject: 4320300 - Travel					
RODNEY DALE	Dale042725	05/16/2025	COBC 2025	1101-5-214-4320300	407.82
NORSE TACTICAL LLC	163397	05/16/2025	SWAT LODGING CARVER, VOS	1101-5-219-4320300	750.00
GABRIEL FREYERMUTH	FREYERMUTH 5/13	05/16/2025	EXPENSES WHILE ATTENDING	1101-5-219-4320300	9.20
HOUSER, DENISE	HOUSER 5/13	05/16/2025	EXPENSES IACP TECH CONF 5/	1101-5-219-4320300	188.18
TRAVIS SNIDER	SNIDER 5/13	05/16/2025	EXPENSES IACP TECH CONF 5/	1101-5-219-4320300	276.11
NORSE TACTICAL LLC	163404	05/23/2025	SWAT COURSE LODGING-MOR	1101-5-219-4320300	250.00
GAVIN HEADLEY	HEADLEY 5/20	05/23/2025	EXPENSES MGIA CONF LANSI	1101-5-219-4320300	280.65
ALEXANDER HARSHBARGER	INV0008376	05/23/2025	Alex Harshbarger travel reimb	1101-5-218-4320300	716.66
AYRON BRINGLE	INV0008377	05/23/2025	Ayron Bringle travel reimburs	1101-5-218-4320300	146.07
BRIAN LABELLE	LABELLE 5/20	05/23/2025	EXPENSES NATIONAL MEMOR	1101-5-219-4320300	259.62
CODY SKIPPER	SKIPPER 5/20	05/23/2025	EXPENSES NAT. MEMORIAL W	1101-5-219-4320300	223.67
DEREK HEIGN	HEIGN 5/21	05/23/2025	EXPENSES WASHINGTON, D.C.	1101-5-219-4320300	158.56
1ST SOURCE BANK	30479	05/22/2025	A.Bringe Engage Conference	1101-5-218-4320300	1,781.62
1ST SOURCE BANK	30481	05/22/2025	A.Harshbarger Engage Confer	1101-5-218-4320300	1,781.62
1ST SOURCE BANK	4194	05/24/2025	Ohio Sutphen - Lace. Will rec'	1101-5-214-4320300	93.00
1ST SOURCE BANK	4247	05/24/2025	Lodging -FDIC Kornrump, Be	1101-5-214-4320300	3,348.62
1ST SOURCE BANK	6803	05/24/2025	Lodging for NLace - p.u. Sutph	1101-5-214-4320300	213.28
TRAVIS HAMLIN	HAMLIN 5/28/25	05/30/2025	ENGAGE CENTRAL SQUARE, K	1101-5-219-4320300	623.96
BRANDON STEVENS	STEVENS 5/28	05/30/2025	MGIA CONF. LANSING, MI 5/	1101-5-219-4320300	231.70
JEFFREY TELMAN	TELMAN 5/28	05/30/2025	INSTRUCTOR DEV. PLAINFIELD	1101-5-219-4320300	117.07
ExpObject 4320300 - Travel Total:					11,857.41
ExpObject: 4320400 - Telephone & Communication					
VERIZON COMMUNICATIONS	6112134395	05/16/2025	MOBILE DATA SERVICE	1101-5-219-4320400	3,417.98
VERIZON COMMUNICATIONS	6112134395 4/28	05/23/2025	MOBILE DATA SERVICE	1101-5-219-4320400	3,417.98
FRONTIER NORTH INC.	071024-5 5/10	05/23/2025	PHONE SERVICE	1101-5-219-4320400	269.27
AT&T MOBILITY II LLC	287332948586-051125	05/30/2025	Elkhart Fire Stations	1101-5-214-4320400	1,636.41
AT&T MOBILITY II LLC	X05192025 5/11	05/23/2025	CELLULAR PHONE SERVICE	1101-5-219-4320400	9,209.41
COMCAST CABLE	0076536 5/12/25	05/30/2025	CABLE SERVICE	1101-5-219-4320400	26.48
FRONTIER NORTH INC.	INV0008494	05/30/2025	5742932175119145 Elkhart	1101-5-218-4320400	230.65
ExpObject 4320400 - Telephone & Communication Total:					18,208.18
ExpObject: 4350100 - Electricity					
INDIANA MICHIGAN POWER C	INV0008278	05/16/2025	04807032000 52428 Co Rd 1	1101-5-218-4350100	511.59
INDIANA MICHIGAN POWER C	INV0008379	05/23/2025	04070147808 1023 Osolo R	1101-5-214-4350100	520.26

Expense Approval Report

Payment Dates: 5/16/2025 - 6/1/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INDIANA MICHIGAN POWER C	INV0008243	05/16/2025	04180948111 1007 CR 6	1101-5-214-4350100	484.70
INDIANA MICHIGAN POWER C	INV0008277	05/16/2025	04605134107 1015 E Bristol	1101-5-218-4350100	44.18
INDIANA MICHIGAN POWER C	INV0008380	05/23/2025	04985875204 1037 Oak St	1101-5-214-4350100	561.26
INDIANA MICHIGAN POWER C	INV0008491	05/30/2025	04083260507 2201 California	1101-5-218-4350100	49.54
INDIANA MICHIGAN POWER C	INV0008392	05/23/2025	04387700406 611 S 5TH ST	1101-5-219-4350100	105.03
INDIANA MICHIGAN POWER C	INV0008393	05/23/2025	04697700401 619 S 5TH ST	1101-5-219-4350100	52.32
INDIANA MICHIGAN POWER C	INV0008412	05/30/2025	04958455703 175 WATERFAL	1101-5-219-4350100	5,059.02
INDIANA MICHIGAN POWER C	INV0008420	05/30/2025	04111627404 500 East St	1101-5-214-4350100	2,365.04
INDIANA MICHIGAN POWER C	INV0008421	05/30/2025	04350727204 500 1/2 East	1101-5-214-4350100	30.65
INDIANA MICHIGAN POWER C	INV0008422	05/30/2025	04421627409 500 East St R	1101-5-214-4350100	52.88
INDIANA MICHIGAN POWER C	INV0008490	05/30/2025	04151727403 135 E Franklin	1101-5-218-4350100	1,036.32
INDIANA MICHIGAN POWER C	INV0008492	05/30/2025	04656217405 Freight Street	1101-5-218-4350100	37.83
INDIANA MICHIGAN POWER C	INV0008493	05/30/2025	04457070516 West Lusher Av	1101-5-218-4350100	36.47
ExpObject 4350100 - Electricity Total:					10,947.09
ExpObject: 4350200 - Natural Gas					
NORTHERN INDIANA PUBLIC S	INV0008276	05/16/2025	3740200088 135 E Franklin St	1101-5-218-4350200	67.75
NORTHERN INDIANA PUBLIC S	INV0008242	05/16/2025	9012010077 1007 CR 6	1101-5-214-4350200	213.46
NORTHERN INDIANA PUBLIC S	INV0008241	05/16/2025	8707000011 1023 Osolo Rd	1101-5-214-4350200	117.93
ExpObject 4350200 - Natural Gas Total:					399.14
ExpObject: 4350400 - Water & Sewer					
ELKHART PUBLIC UTILITIES	INV0008244	05/16/2025	1202605000 1007 CR 6	1101-5-214-4350400	175.08
ELKHART PUBLIC UTILITIES	INV0008245	05/16/2025	1204056000 1037 Oak St	1101-5-214-4350400	159.49
ELKHART PUBLIC UTILITIES	INV0008246	05/16/2025	1204057000 1037 Oak St IR	1101-5-214-4350400	92.38
ELKHART PUBLIC UTILITIES	INV0008413	05/30/2025	3100110003 175 WATERFALL	1101-5-219-4350400	44.71
ELKHART PUBLIC UTILITIES	INV0008414	05/30/2025	3100120000 175 WATERFALL	1101-5-219-4350400	253.84
ELKHART PUBLIC UTILITIES	INV0008415	05/30/2025	3111330001 611 S 5TH ST	1101-5-219-4350400	55.45
ELKHART PUBLIC UTILITIES	INV0008378	05/23/2025	2100750000 1023 Osolo Rd	1101-5-214-4350400	93.32
ELKHART PUBLIC UTILITIES	INV0008397	05/23/2025	2100751000 1023 Osolr Rd	1101-5-214-4350400	122.47
ELKHART PUBLIC UTILITIES	INV0008489	05/30/2025	3100130000 135 E Franklin St	1101-5-218-4350400	76.08
ExpObject 4350400 - Water & Sewer Total:					1,072.82
ExpObject: 4390910 - Education					
NORTHEAST INDIANA CISM IN	ELKHART PD 5/13	05/16/2025	CRISIS TRAINING: C.VICARY, H	1101-5-219-4390910	100.00
CELLEBRITE INC	Q-456489-2	05/16/2025	CELLEBRITE TRAINING-CSI SC	1101-5-219-4390910	4,607.50
LAW ENFORCEMENT TRAININ	2025-458	05/16/2025	INSTRUCTOR RECERT, VANDE	1101-5-219-4390910	200.00
NORSE TACTICAL LLC	163397	05/16/2025	SWAT TRAINING CARVER, VOS	1101-5-219-4390910	2,355.00
KATHERINE ARMSTRONG	10461	05/23/2025	CHILD DEATH-NORTHCUTT 6/	1101-5-219-4390910	475.00
NORSE TACTICAL LLC	163404	05/23/2025	SWAT COURSE ATTENDED BY	1101-5-219-4390910	785.00
1ST SOURCE BANK	3141	05/24/2025	A&P Class - Billings	1101-5-214-4390910	225.00
1ST SOURCE BANK	5952	05/24/2025	Notary Public Cont Educ - Bra	1101-5-214-4390910	49.37
1ST SOURCE BANK	6720	05/24/2025	A&P Class - Eldridge	1101-5-214-4390910	225.00
ExpObject 4390910 - Education Total:					9,021.87
ExpObject: 4390912 - Contract Services					
AT&T MOBILITY II LLC	ELO042025	05/16/2025	MOBILE DATA SERVICE	1101-5-219-4390912	5,295.52
ExpObject 4390912 - Contract Services Total:					5,295.52
Fund 1101 - GENERAL Total:					57,879.65
Fund: 2228 - LAW ENFORCEMENT EDUCATION					
ExpObject: 4390910 - Education					
RELENTLESS LLC	16837	05/23/2025	CRIMINAL INTERDICTION BRE	2228-5-219-4390910	2,097.00
ExpObject 4390910 - Education Total:					2,097.00
Fund 2228 - LAW ENFORCEMENT EDUCATION Total:					2,097.00
Fund: 2505 - E 911					
ExpObject: 4320400 - Telephone & Communication					
FRONTIER NORTH INC.	INV0008298	05/16/2025	21918903210205035 E911 Sy	2505-5-240-4320400	3,348.69
ExpObject 4320400 - Telephone & Communication Total:					3,348.69
Fund 2505 - E 911 Total:					3,348.69

Expense Approval Report

Payment Dates: 5/16/2025 - 6/1/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 8801 - FIRE PENSION					
ExpObject: 4390240 - Death Benefits - Firemen					
JEFFREY E MOORE	moore52125	05/30/2025	one time death benefit for Ric	8801-5-202-4390240	12,000.00
ExpObject 4390240 - Death Benefits - Firemen Total:					12,000.00
Fund 8801 - FIRE PENSION Total:					12,000.00
Grand Total:					75,325.34

Report Summary

Fund Summary

Fund	Payment Amount
1101 - GENERAL	57,879.65
2228 - LAW ENFORCEMENT EDUCATION	2,097.00
2505 - E 911	3,348.69
8801 - FIRE PENSION	12,000.00
Grand Total:	75,325.34

Account Summary

Account Number	Account Name	Payment Amount
1101-5-214-4220100	Operating Supplies	108.03
1101-5-214-4220210	Gasoline	138.16
1101-5-214-4230200	Vehicle Repair Parts	239.02
1101-5-214-4320300	Travel	4,062.72
1101-5-214-4320400	Telephone & Communic	1,636.41
1101-5-214-4350100	Electricity	4,014.79
1101-5-214-4350200	Natural Gas	331.39
1101-5-214-4350400	Water & Sewer	642.74
1101-5-214-4390910	Education	499.37
1101-5-218-4110130	Full Time	542.41
1101-5-218-4320300	Travel	4,425.97
1101-5-218-4320400	Telephone & Communic	230.65
1101-5-218-4350100	Electricity	1,715.93
1101-5-218-4350200	Natural Gas	67.75
1101-5-218-4350400	Water & Sewer	76.08
1101-5-219-4220185	Police Uniform	50.00
1101-5-219-4320300	Travel	3,368.72
1101-5-219-4320400	Telephone & Communic	16,341.12
1101-5-219-4350100	Electricity	5,216.37
1101-5-219-4350400	Water & Sewer	354.00
1101-5-219-4390910	Education	8,522.50
1101-5-219-4390912	Contract Services	5,295.52
2228-5-219-4390910	Education	2,097.00
2505-5-240-4320400	Telephone & Communic	3,348.69
8801-5-202-4390240	Death Benefits - Fireme	12,000.00
Grand Total:		75,325.34

Project Account Summary

Project Account Key	Payment Amount
None	75,325.34
Grand Total:	75,325.34

Rod Roberson
Mayor

Dan Milanese
Chief



Police Department
175 Waterfall Dr.
Elkhart, IN 46516

574.295.7070
Fax: 574.293.0679

June 5, 2025

Board of Public Safety
Municipal Building
229 S. Second St.
Elkhart, IN 46516

RE: Genasys Protect (Evertel)

Dear Board Members

I am requesting approval to purchase Genasys Protect real-time, secure communication and collaboration platform. This is a communication platform that replaces our previous platform that went out of business. It allows the PD to communicate via a messaging and sending documents through a platform that meets CJIS standards. Several other local, state, and federal agencies are currently using Genasys. This will allow us seamless interaction with those agencies on any multi-agency incident or event. Attached is a flyer for your review.

Please let me know if you have further questions that I can answer. I look forward to your approval of this request.

Respectfully,

A handwritten signature in blue ink, appearing to read "Dan Milanese", is written over a faint, larger blue signature.

Daniel Milanese
Chief of Police

DM/mr

Approved as to form and legality:

A handwritten signature in black ink, appearing to read "Rod Roberson", is written below the "Approved as to form and legality:" text.

GENASYS PROTECT MASTER SUBSCRIPTION AGREEMENT (MSA)

This Master Subscription Agreement (the "Agreement"), dated effective as of the date signed by both parties below (the "Effective Date") is between **Genasys Inc.**, with a principal address at 16262 W Bernardo Drive, San Diego, CA 92127 ("Genasys") and City of Elkhart, Indiana on behalf of the Elkhart Police Department through its Board of Public Safety _____, with a principal address at ____229 S. Second St. Elkhart IN 46516____ ("Customer").

RECITALS:

- a Genasys and its affiliates have developed certain software that is available to access online as a subscription service, together with other software applications, content and materials provided by Genasys as part of the hosted Software system or otherwise.
- B. Customer desires to access and use the Genasys Software, and Genasys desires to provide such rights to Customer, subject to the terms and conditions of this Agreement.

In consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Genasys and Customer agree as follows:

AGREEMENTS:

1. General Definitions.

- (a) "Confidential Information" means the Software, Customer Data, technology, business plans and information, trade secrets, written materials marked as confidential and other information that is identified as confidential or proprietary at the time of disclosure or that the receiving party reasonably should understand to be confidential. Confidential Information excludes information that: (i) is or becomes generally available to the public without fault of the receiving party; (ii) was rightfully in the receiving party's possession prior to its disclosure by the other party; (iii) is independently developed without the use of any Confidential Information of the disclosing party; or (iv) is obtained without obligation of confidentiality from a third party who has the right to disclose it. Confidential Information also excludes the Genasys Protect Master Subscription Agreement (MSA) or the Quote.
- (b) "CJIS Policy" means the policy set forth by the United States Federal Bureau of Investigation (FBI) for any and all organizations that access Criminal Justice Information ("CJI"), as is updated from time to time. The CJIS Policy provides controls to protect the full life cycle of CJI and provides guidance on the creation, viewing, modification, transmission, dissemination, storage and destruction of CJI.
- (c) "CJIS Security Addendum" means that certain uniform addendum to an agreement between a government agency and a private contractor, approved by the Attorney General of the United States, which specifically authorizes access to criminal justice information, limits the use of the information to the purposes for which it is provided, ensures the security and confidentiality of the information is consistent with existing regulations and the CJIS Security Policy, provides for sanctions, and contains such other provisions as the Attorney General may require. The CJIS Security Addendum is hereby expressly incorporated herein by referenced into this Agreement. Additional information, including the CJIS Responsibility Matrix for Genasys, is located here: <https://www.getevertel.com/wp-content/uploads/Evertel-CJIS-Compliance-Matrix-and-Responsibilities.pdf>
- (d) "Customer Data" means all content, data and information generated by Customer and provided by Customer and its Users to Genasys, including through inputting into the Software, such as Personal Data, media files uploaded by Customer and Notification contents. Customer Data does not include Feedback or data created by Genasys.
- (e) "Documentation" means Genasys' written or online user instructions and/or manual for the Software, as updated by Genasys from time to time.
- (f) "Feedback" means any suggestions, enhancement requests, complaints or other feedback from Customer or Users relating to the System or Genasys' Services.

- (g) "Malicious Code" means any virus, worm, trap door, back door, snoop-ware, spyware, malicious logic, Trojan horse, time bomb or other malicious software functionality that would intentionally erase or render the Software unusable or intentionally interfere with the use of the Software or a User's computer system or software.
 - (h) "Notifications" means notifications sent through or provided by the Software at Customer's instruction, such as emergency and safety alerts.
 - (i) "Personal Data" means information that identifies a particular individual, such as name, birthdate, address, telephone number, e-mail, identification numbers, financial account information, personal health information, criminal history record information, and CJI. If applicable law in the jurisdiction where a person resides defines personal information or data, that definition shall apply.
 - (j) "Privacy Policy" means Genasys' privacy policy located <https://genasys.com/privacy-policy>.
 - (k) "Quote" means a quote provided by Genasys and agreed to by Customer, for the provision of the Software and other Services to Customer. Quotes may be attached as an exhibit to this Agreement, but not doing so shall not affect their validity.
 - (l) "Services" means Genasys' hosting services for the Software, onboarding services, Software support and maintenance, and any additional consulting, professional, or other services offered by Genasys to its customers as part of or in connection with the Software, including services provided under a separate statement of work ("SOW") or order form for which Genasys may charge a separate fee.
 - (m) "Software" means the hosted Genasys software that Customer is entitled to access and use under this Agreement, including updates, upgrades, enhancements, fixes, additional features, and other modifications provided by Genasys. "Software" also includes any downloadable mobile applications and onsite software provided to Customer and its Users by Genasys.
 - (n) "Term" means the Initial Term of this Agreement together with any and all Renewal Terms, as those terms are defined in Section 6(a).
 - (o) "Third-Party Offerings" means any applications, services, software (open source or proprietary), and other products owned by third parties that are incorporated into or interoperate with the Software.
 - (p) "Users" means individuals whose agency or entity is listed on Exhibit A, and who are authorized by Customer and Genasys to access and use the Software and who have been provided user identifications and passwords by Customer.
2. Subscription to Software; Rights and Restrictions. Genasys grants Customer a non-exclusive, non-transferable right to access and use the Software during the Term, and solely for use by Users who are authorized under Exhibit A or a supplemental order or SOW agreed to by the parties. Customer and its Users will be provided online access to the Software and any related products and Services offered by Genasys that are made available online as part of the hosted Software. Customer is also granted a license to install and use downloadable or onsite Software at Customer's location(s), and in the case of mobile apps, a license to download and use such apps on the electronic devices of Customer's Users, subject to the terms of the Genasys end user license agreement for the apps. Hosted Software will reside either on the servers of a third party that is in the business of hosting web- or cloud- based software applications (currently AWS). The Software is subject to the following terms and limitations:
- (a) Usage. Use of the Software is limited to Customer's own internal business purposes only and not for reselling to a third party. Customer may authorize Users to access and use the Software and related materials that Genasys makes available with the Software. Where applicable, Customer will ensure the number of authorized Users and/or contacts do not exceed those authorized in the applicable Quote. Customer and Users are authorized to use the Software only as part of the Software, except as otherwise specifically set forth in this Agreement. Genasys' representations, warranties and commitments set forth in this Agreement are made only to Customer, not to Users.
 - (b) Updates and Modifications. Customer acknowledges and agrees that the Software, Documentation and other materials that may be made available by Genasys as part of the Software may be updated and modified from time to time, in Genasys' sole and reasonable discretion. Updates to the Software will be made available to Customer at no additional charge; this does not include optional features or different versions of the Software for which Genasys has a separate charge. Customer agrees that its purchase of the Services is not contingent on Genasys' delivery of any particular future functionality or features in the Software.

(c) Restrictions. Customer will not reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, algorithms, data programming methods or Confidential Information from the Software. Customer will not modify or create derivative works of the Software or use it in order to build a competitive product or service, or copy any features, functions or graphics of the Software. Customer will not rent, lease, sublicense, resell, or provide access to the Software on a time-share or service bureau basis.

(d) Acceptable Use Terms. Customer agrees that it and its Users:

- will not share the Software or its data with any unauthorized third party or user.
- will not use the Software in any manner that is unlawful or is prohibited by this Agreement, or that may damage, disable, overburden, or impair the Software or interfere with any other party's use and enjoyment of the Software.
- will not obtain or attempt to obtain any materials or information on or through the Software through circumventing any access or use restrictions or by any other unauthorized methods, such as hacking or password mining.
- will not use any bots, spiders, page-scraping or other automated or manual processes or methods to copy or monitor this Software or any of its contents.
- will not upload to the Software any libelous or unlawful content or any materials or instructions that may cause harm or injury, or that violate any person's right of privacy or any copyright, trademark, or other intellectual property rights.
- will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any other way use or exploit any of the content of the Software or Documentation other than for their authorized purposes.
- will not delete or alter any proprietary rights or attribution notices in any content or materials, including Documentation obtained through the Software.

(e) Customer Responsibilities. Customer agrees to conduct only authorized business on the Software and is responsible for all activity occurring in the Customer's account. Customer shall ensure compliance with Genasys Privacy Policy and all applicable U.S. federal and state laws and regulations regarding consumer, data protection and privacy, including obtaining User's consent where required. Customer is responsible for its Users' compliance with the restrictions and other terms of this Agreement, and will promptly notify Genasys of any material breach by any of them. Customer is solely responsible for all content uploaded by it and its Users to the Software and for all Notifications transmitted through the Software, including but not limited to ensuring that appropriate data exchange agreements are in place. Customer is responsible for any breach of these terms by its Users. Genasys may monitor the Software to verify compliance with this Agreement.

(f) Third-Party Offerings. Some of Software offerings may contain features designed to interoperate with Third-Party Offerings. To use such features, Customer may be required to obtain access to such Third-Party Offering from its provider. If the provider of a Third-Party Offering ceases to make it available for use with the Software on terms acceptable to Genasys, Genasys may cease providing such features without entitling Customer to any refund, credit, or other compensation. If Third-Party Offerings are embedded in the Software (such as open source components) or provided by Genasys as an integrated part of the Software, they are governed by the applicable terms of this Agreement unless Genasys provides a separate third-party license or subscription agreement for such Third-party Offerings to Customer. Third-Party Offerings are authorized only for use in connection with the Software, unless otherwise permitted under an open source license.

3. Other Services.

(a) Technical Support and Maintenance. Genasys will provide Customer with technical support and maintenance Services to assist Customer in utilizing the Software. Genasys will provide Customer with telephone, email and/or web-based technical support and maintenance Services to assist Customer in utilizing the Software. Critical requests (Software system is down or unusable) will be addressed by Genasys on a 24/7 basis. Less critical requests will be addressed during Genasys' business hours. Genasys support personnel will use reasonable, good faith efforts to resolve material support issues in a timely manner. Genasys may update its support and maintenance policies from time to time, upon notice to Customer. Genasys is not responsible for problems caused by third-party software or services or by other causes outside of Genasys' reasonable control.

(b) Professional Services. Upon Customer's request and subject to a separate written order, SOW or Agreement addendum between the parties, Customer may purchase additional Services from Genasys. All such Services are subject to the terms and conditions set forth in such SOW, order or addendum as well as this Agreement. If there is a conflict, such SOW, order or addendum will have priority over the terms of this Agreement.

4. Ownership.

- (a) Genasys Ownership. Genasys and its affiliates own and retain all right, title and interest in and to the Software, Genasys' trademarks and service marks, Genasys' website and its contents, any custom developments, training and other written or electronic documents and materials provided by Genasys that relate to the Software, and all intellectual property rights in the foregoing ("Genasys IP"), subject to the rights granted in this Agreement. Genasys IP may be used by Customer and Users only for the purposes described in this Agreement. Any rights not expressly granted herein are reserved by Genasys.
- (b) Data Ownership and License. As between the parties, Customer owns all Customer Data provided by it and its Users. Customer shall deliver Customer Data to Genasys as reasonably requested by Genasys. Genasys owns all data, metadata and any materials developed or created by it in connection with this Agreement, including any GIS-formatted databases. Customer hereby grants to Genasys a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, transferable, fully paid-up license to use, reproduce, modify, prepare derivative works, distribute, sublicense, perform, display, and otherwise exploit aggregated and anonymized Customer Data in connection with the Services and Genasys' business, including without limitation for the purpose of promoting and providing its Software and services to others. Genasys may use and share Customer Data with third parties as necessary or appropriate to provide the Services to Customer, to comply with Genasys' legal obligations, and to exercise its legal rights. In addition, to the extent permissible by applicable law, Genasys may share aggregated anonymized data generally for the purpose of improving functionality and performance of the Software to trusted service providers that do not have an independent use of the information provided that Genasys discloses such information to them and have agreed to adhere to Genasys privacy rules and only use the information for providing Users the service(s).
- (c) Usage Data. The Software tracks metadata, other usage data and statistics related to Customer's and Users' use of the Software ("Usage Data") and provides such data to Genasys. Genasys shall own such Usage Data and may aggregate, use, distribute and sell Usage Data for any legal purpose, including without limitation to provide services, for marketing, and to improve the Software and Genasys' other products and services. Usage Data does not include any Personal Data or encrypted data, and except as otherwise provided herein, not provide such data to any third party unless it has been anonymized and/or aggregated with other customers' and users' data, so that it is not identifiable as to any individual or customer.
- (d) Feedback. Genasys shall have a royalty-free, worldwide, irrevocable, perpetual license to use Feedback and incorporate it into Genasys' software, products and services. Genasys shall exclusively own all right, title and interest in and to any software and intellectual property developed or delivered to Customer in the performance of this Agreement, regardless of whether it is based on or incorporates any Feedback.

5. Fees.

- (a) Fees. Customer's access to the Software is subject to timely payment of the fees specified in the applicable Quote (the "Fees"). Fees for the Services are based on the type of Software for which access rights are purchased, regardless of actual usage. Payment is due upon receipt of the invoice.
- (b) Taxes. Customer is responsible for any applicable sales, use or other taxes or duties associated with this Agreement, other than taxes on Genasys' net income. If Customer is a tax-exempt entity, Customer shall provide a tax-exemption certificate to Genasys upon request.
- (c) Past Due Amounts. If any amounts owed by Customer are thirty (30) or more days overdue, Genasys may, without limiting its other rights and remedies: (i) suspend Customer's access to the Software under Section 6(d); or (i) terminate this Agreement under Section 6(b) and accelerate Customer's unpaid fee obligations so that all such obligations become immediately due and payable.
- (d) Other. Genasys understands and agrees that in the event no funds or insufficient funds are appropriated by the Common Council under this Agreement, Customer shall immediately notify Genasys in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the City. In no event shall said termination of this Agreement or City's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by City in any amounts in excess of those previously funded.

6. Term and Termination; Suspension.

- (a) Term. This Agreement begins on the Effective Date specified above and will continue for the initial term specified in the applicable Quote (the "Initial Term"). At the end of the Initial Term, at the request of Customer, this Agreement will renew for an additional twelve (12) month renewal term (each a "Renewal Term") at Genasys' then-current rates or as otherwise agreed in writing by the parties, subject to termination as set forth

below. Either party may give the other party written notice of non-renewal of this Agreement at least ninety (90) days prior to the expiration of the then-current Initial Term or Renewal Term.

- (b) Termination for Cause. Either party will have the right to terminate this Agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all of its normal business affairs.
- (c) Suspension. Genasys may suspend Customer's and its Users' access to the Software (i) upon ten (10) days' prior written notice and opportunity to cure the breach, if Customer is in material breach of this Agreement, including past-due fees; or (ii) immediately, if improper use of the Software is causing or is likely to cause material harm to the Software or to Genasys, or if there is an actual or suspected violation of law. Genasys will promptly notify Customer of the suspension. Genasys will limit a suspension under subsection (ii) to that which is reasonable under the circumstances.
- (d) Effect of Termination. Upon final termination of this Agreement, Customer will no longer have access to the Software. Customer will promptly pay all outstanding amounts owed to Genasys and, if this Agreement was terminated for cause by Genasys, any unpaid fees covering the remainder of the Term. The termination or expiration of this Agreement for any reason shall not affect a party's rights or obligations that expressly or by their nature continue and survive, including without limitation terms regarding payment, ownership, perpetual licenses, confidentiality, limitations of liability, indemnity and disclaimers.

7. Confidential Information.

- (a) Confidentiality Obligations. The receiving party of Confidential Information (i) shall not disclose any Confidential Information to any person other than its employees and independent contractors who have a need to know such information and who are obligated to keep such information confidential; or (ii) use the Confidential Information for any purpose except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection. Confidentiality obligations shall survive any termination of this Agreement.
- (b) Legally Required Disclosures. The receiving party also may disclose Confidential Information to the extent required under a judicial or legislative order or proceeding or as necessary to comply with a public records act, open records act or other similar laws or regulations; provided that (i) it gives the disclosing party, if legally permissible, reasonable prior notice of the disclosure request; and (ii) it reasonably cooperates with the disclosing party in any responses to such request, including any reasonable objections to the disclosure request. Where Customer is a governmental agency, Customer may disclose, pursuant to a public records act disclosure request, any information that appears on a publicly available website in static form. The parties acknowledge and agree, however, that the GIS-formatted database developed and made available online by Genasys as part of the Software is dynamic and Genasys' proprietary intellectual property and may be accessed by third parties only through such Software, and is not itself to be provided to third parties unless the parties agree, or it is so ruled by a court of competent jurisdiction, that disclosure of such GIS-formatted database is required by applicable law in a particular case. Where disclosure of the GIS-formatted database is required by law, the Customer must obtain the recipient's written agreement to use it only for informational purposes and not for commercial purposes, unless such usage restrictions violate applicable law. The parties further acknowledge and agree that the data contained in this GIS-formatted database pertains to a serious public safety interest, including dynamic evacuation information for humans and animals during a public safety event, and includes data that is critical to the accurate accumulation, management and dissemination of life-saving evacuation information. Thus, where disclosure of the GIS-formatted database is or may be required by law, Customer shall redact or segregate the information contained in the GIS-formatted database to the extent that exact dynamic evacuation information cannot be obtained from the database so as to prevent public confusion on dynamic evacuation information during a public safety event.

8. Data Security.

- (a) Reasonable Safeguards. Each party will collect and process any Personal Data of individuals contained in the Customer Data in compliance with applicable data privacy and protection laws, statutes, and regulations. Genasys agrees to maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, including Personal Data. Customer will also maintain commercially reasonable administrative, physical, and technical safeguards and processes for protecting the security and confidentiality of its Users' passwords and account IDs for the Software. Please refer to Genasys' privacy policy on its website, which informs users of Genasys' policies and practices related to collection, storage, processing, destruction, and other use of Personal Data.

- (b) Breach Notifications. Customer will promptly notify Genasys if any account IDs or passwords are compromised or unauthorized persons are accessing the Software. Genasys will promptly inform Customer if there is a material breach of the security or confidentiality of Personal Data in Genasys' possession or control. Genasys and Customer will coordinate and cooperate regarding informing any affected individuals and competent governmental authorities of a data breach as required under applicable laws and regulations.

9. Customer's Warranties. Customer represents and warrants to Genasys that:

- (a) Customer has full power and authority to enter into this Agreement and make the agreements specified herein.
- (b) Customer has all necessary rights and consents required to upload all Customer Data, including Personal Data, into the Software or otherwise provide such Customer Data to Genasys. Customer Data will not violate any person's right of privacy or copyright, trademark, or other intellectual property rights, and Customer and its Users will not transmit any unauthorized data or content to Genasys or the Software.
- (c) Customer and its Users will use the Software only as permitted by applicable laws and regulations, including without limitation federal and state privacy laws, FCC laws, text messaging laws, and anti-spam laws. Customer shall not send Notifications to emergency phone numbers and other numbers that may not legally be called by an automated Software. Customer agrees that it is Customer's sole responsibility to ensure that Customer and its Users are using the Software in a manner that does not violate any law or regulation.
- (d) To the extent applicable to the particular Software offering, The parties acknowledge that a third-party service provider may request that Genasys block Customer's access to certain telephone numbers ("Blocked Numbers") and in such case Genasys may deactivate access to the Blocked Numbers. At Customer's request, Genasys may provide Customer with the ability to unblock the Blocked Numbers so that Customer may send communications to the Blocked Numbers via the Software. In such event, Customer represents and warrants to Genasys that it has all rights, licenses and permits necessary to unblock, access and use the Blocked Numbers for the purposes of this Agreement. At Genasys' request, Customer will cooperate with Genasys and produce evidence of such rights to any third party that challenges the unblocking, access or use of the unblocked Blocked Numbers by Customer. Customer will defend, indemnify and hold harmless Genasys and such service provider(s) from and against any and all claims, suits, proceedings, damages, costs and expenses, including court costs and reasonable attorneys' fees, arising out of or incurred with respect to the unblocking for, access to and/or use of the Blocked Numbers by Customer under this Agreement.

10. Genasys Warranties and Disclaimers.

- (a) Genasys Warranties. Genasys warrants to Customer as follows:

- (i) Genasys has full power and authority to enter into this Agreement and make the agreements specified herein.
 - (ii) Genasys warrants, from and after the go-live date of the Software for Customer, that the Software, when used properly and in accordance with its Documentation and this Agreement, will comply in all material respects with its Documentation.
 - (iii) Genasys will use commercially reasonable, industry-standard efforts and means to keep Malicious Code out of the Software.
 - (iv) Genasys will perform Services in a professional and workmanlike manner and in material compliance with the terms of the applicable Quote.
- (b) Exclusions. Genasys' warranties exclude non-performance issues that result from (i) modification of the Software by Customer or any person or entity other than Genasys; (ii) defects or problems that are outside the reasonable control of Genasys, including defects or damage resulting from use of the Software in other than its normal and authorized manner; (iii) Third-Party Offerings; or (iv) Customer's or its Users' failure to comply with due standards of care.
 - (c) Remedies. In the event of a breach of any Genasys warranty, Customer shall contact Genasys within ten (10) days of Customer's discovery of the breach, specifying the breach in reasonable detail. Customer's sole and exclusive remedies and Genasys' entire liability for breach of any warranty will be:

- (i) in the case of a breach of warranty with respect to the Software, at Genasys' option, Genasys will repair any material, reproducible defect in the Software, or replace the defective part with reasonably equivalent functionality. If Genasys is unable or fails to cure the warranty breach within a reasonable time, Genasys or Customer may, within three months of the initial occurrence of the breach, terminate this Agreement upon fifteen (15) days' prior written notice.
- (ii) in the case of a breach related to other Services, Genasys shall, at its option, either re-perform the Service at no additional charge to Customer or refund to Customer the applicable fees for such Service.
- (d) **Limitation of Warranties.** Except as expressly set forth herein, **THE SOFTWARE AND ALL PRODUCTS AND SERVICES ARE PROVIDED BY GENASYS "AS IS" AND GENASYS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE,** whether arising by law, by reason of custom or usage of trade, or by course of dealing. Genasys does not warrant that the Software or its Services are error-free. Genasys is not responsible or liable for any problems or interruptions in the Software due to issues with third-party hosting services or Internet service providers. Open source copyright holders have no liability to Customer for any reason. Warranties are not transferable to a third party, other than in connection with a permitted assignment of this entire Agreement under Section 10.
- (e) **Outgoing Software Notifications.** Customer acknowledges and agrees that: (i) Notifications sent via SMS and some other channels may not be delivered to the intended telephone if it is not in range of a transmission site or if sufficient network capacity is not available at a particular time; (ii) even within a coverage area, factors beyond the control of Genasys or the wireless or telecom carrier may interfere with Notification delivery, including without limitation Customer's or the intended recipient's equipment, terrain, proximity to buildings, foliage, weather, device settings, or other conditions; (iii) Notifications to certain numbers may be blocked; and (iv) urgent Notifications may not be timely received. Neither Genasys nor the wireless carrier warrants or guarantees that Notifications will be delivered.

11. RESERVED.

12. **Limitations of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR OTHER GENASYS MATERIALS, REGARDLESS OF WHETHER SUCH PARTY HAD NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE. GENASYS IS NOT RESPONSIBLE FOR ANY DELAYS OR DELIVERY FAILURES WITH RESPECT TO THE SOFTWARE OR NOTIFICATIONS, OR ANY DAMAGES RESULTING FROM SUCH PROBLEMS, WHICH ARE CAUSED BY INTERNET SERVICE, TELEPHONE DATA SERVICE, OR OTHER COMMUNICATION DEPENDENCIES OF THE SOFTWARE. AS BETWEEN THE PARTIES, CUSTOMER IS SOLELY RESPONSIBLE FOR ALL DECISIONS THAT IT MAKES IN RELIANCE ON INFORMATION PRESENTED THROUGH THE SOFTWARE. GENASYS SHALL NOT BE LIABLE FOR ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGES RESULTING FROM SOFTWARE NOTIFICATIONS (INCLUDING ANY ERRORS OR DELAYS) OR OTHER USE OF THE SOFTWARE OR SERVICES, INCLUDING ANY ERRORS IN OR UNAVAILABILITY OF THE SOFTWARE. EXCLUDING GENASYS' LIABILITY FOR THE INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY AND DAMAGES DIRECTLY RESULTING FROM THE GROSS NEGLIGENCE AND/OR WILLFULL MISCONDUCT OF GENASYS, GENASYS' TOTAL AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THREE (3) TIMES THE FEES PAID BY CUSTOMER TO GENASYS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. Genasys' fees reflect this allocation of risk and limitations of liability. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. The above limitations may be superseded by law in some jurisdictions.
13. Genasys will maintain comprehensive commercial liability in a minimum amount of Two Million Dollars (\$2,000,000). Genasys warrants that it shall maintain such liability insurance in effect during the term of this Agreement and provide proof of such insurance to the Customer.
13. **Publicity.** Any press releases or other public statement regarding this Agreement may be made only with the other party's consent, which shall not be unreasonably withheld, except that a party may make public disclosures to the extent required by law, and Genasys is permitted to include Customer's name on customer lists that may be posted on Genasys' website or provided to potential customers and other third parties.
14. **Assignment.** Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without prior written consent of Genasys. Genasys may elect to use third-party service providers to

perform any of Genasys' obligations under this Agreement. This Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns.

15. General.

- (a) Entire Agreement; Amendment; Waiver. This Agreement, including the attached exhibits, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or oral agreements or understandings with respect thereto. Genasys shall not be bound to any additional terms or response related to a request for proposal, request for bid, request for information, questionnaire or any documentation related to any invoicing process that Customer submits or requires Genasys to complete. Unless required by applicable law, any terms appearing on any Customer standard terms and conditions, purchase order, acknowledgment, or confirmation that are different from or in addition to the terms of this Agreement or any applicable Quote, SOW, or order shall not be binding on the parties, even if acknowledged, approved, returned and/or signed by Genasys. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (i) the applicable Quote, SOW or order, then (ii) this Agreement. This Agreement may not be amended except by a writing signed by authorized representatives of both parties. The waiver by either party of any default or breach of this Agreement, or any obligation hereunder, shall be ineffective unless in writing. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party shall constitute a waiver of the right subsequently to exercise such right or power or to insist on strict compliance.
- (b) Choice of Law. This Agreement shall be construed in accordance with the laws of the State of California, excluding conflicts of laws provisions. However, if Customer is a governmental agency, the laws of the state where Customer is located will govern. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply.
- (c) Severability. If any provision of this Agreement is deemed invalid or unenforceable by a court or governmental authority, that provision shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remainder of this Agreement shall remain in full force and effect.
- (d) Notices. All legal notices between the parties shall be in writing and shall be sent by certified or registered mail, with provisions for a receipt, or commercial overnight delivery service, to the address of the other party listed above (or to such other address as a party may furnish to the other in writing). Non-legal written notices in the ordinary course of business may also be sent by email to the other party and in the case of Genasys, with a copy to Legal@Genasys.com.
- (e) Independent Contractors. The parties are independent contractors, and neither party shall have any right or authority to make any representations or warranties on the other party's behalf, or to assume or create any obligations or responsibilities, express or implied, on behalf of the other party.
- (f) Injunctive Relief. Each party acknowledges that the other party's intellectual property and Confidential Information is highly valuable to the other party, that any breach of such party's obligations with respect to confidentiality and/or use of the other party's intellectual property, including any breach by Customer of any restrictions on use of the Software or the scope of the rights granted by Genasys herein, may severely damage the other party, the extent of which damage would be difficult to ascertain and, therefore, that the other party is entitled to seek, among other remedies, temporary and permanent injunctive relief and other equitable relief for any such breach, without the necessity of posting bond or other security, to the extent permitted by law.
- (g) Force Majeure. A party shall be excused from delays or failure to perform its duties (other than payment obligations) to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control (a "Force Majeure Event"). The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.
- (h) U.S. Government Restricted Rights. Any software provided as part of the Software for or on behalf of the United States of America, its agencies and/or instrumentalities is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable, and any other applicable federal laws or regulations.
- (i) Electronic Signatures; Signature Authority. A copy of this Agreement signed or delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed

copy of this Agreement. The person accepting this Agreement and any related Quote or purchase orders on behalf of Customer represents that he or she has the authority to bind Customer to this Agreement.

GENASYS INC.

CUSTOMER: Elkhart Police Department

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

AUTHORIZED SYSTEM USERS AND AGENCIES

1. Customer's direct employees and consultants who are authorized by Customer to access and use the Software.
2. Customer's affiliates that have agreed to a contract addendum with Genasys, making them subject to the terms of the Agreement.
3. For the Genasys Product EVAC Service: if Customer is a county governmental agency and wishes to share access to Genasys Product EVAC with other agencies within its county, the agencies listed below are approved by Genasys as Users, provided that such agencies must first agree to a contract addendum with Genasys making them subject to the terms of the Agreement:

Agency Name:

Email Domain:

Elkhart Fire
500 East Street
Elkhart, IN 46516

Phone: (574) 293-8931
Fax: (574) 522-1023
Fire.Admin@Elkhartfire.org



Rodney Dale
Fire Chief

Kristi Sommer
Assistant Fire Chief

MEMORANDUM

DATE: Juine 5, 2025
TO: The Board of Safety
FROM: Noah Lace – Division Chief
RE: Hose Testing

Dear Board Members,

Due to the inadequacy of our previous hose testing methods and the significant time involved, we are proposing to enter into a contract with Fire Catt Precision Testing.

Fire Catt utilizes specialized equipment that is not currently available at EFD. Their testing process will provide more accurate and precise results, significantly reducing our liability moving forward. This will allow us to determine with greater confidence whether a hose passes or fails the testing requirements.

We believe this partnership will enhance both the safety and efficiency of our operations.

Thank you for your time

Division Chief of Services

Noah Lace

CONTRACT FOR THE ANNUAL FIRE HOSE AND GROUND LADDER TESTING

This Agreement is made and entered into this June 4, 2025, between the **CITY OF ELKHART, INDIANA** ("CITY"), by and through the Board of Public Safety, located at 229 S. Second Street, Elkhart, Indiana 46516 and **FIRECATT PRECISION TESTING SERVICES, LLC** ("CONTRACTOR"), located at 3250 West Big Beaver Rd, Ste. 544, Troy, MI 48084.

RECITALS:

WHEREAS, the Elkhart Fire Department is required to perform its annual testing of fire hoses and ground ladders on its apparatus (the "**Apparatus**"); and

WHEREAS, the Elkhart Fire Department desires to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to perform the required services and testing;

WHEREAS, the CONTRACTOR represents that it has the requisite expertise and ability to complete this project and guarantees that CONTRACTOR is properly bonded;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises herein contained, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. Scope of Services.

CONTRACTOR agrees to furnish the services listed in the Proposal dated June 2, 2025, attached to this Contract as Exhibit A and the Service Test Agreement attached as Exhibit B .

SECTION 2. Schedule.

Services described in Section 1 shall commence within a reasonable amount of time from when CITY approval of this Agreement is communicated to CONTRACTOR.

SECTION 3. Payment.

In consideration for the services rendered under this contract, the CITY agrees to pay to the CONTRACTOR according to the following payment schedule:

Year 1-Eleven Thousand and Twenty-Five Dollars and 00/100 (\$11,025.00)

Year 2-Eleven Thousand Six Hundred and Fifty-Five Dollars and 00/100 (\$11, 655.00)

Year 3-Twelve Thousand Two Hundred and Eighty-Five Dollars and 00/100 (\$12,285.00)

The total sum for the project is Thirty-Four Thousand Nine Hundred Sixty-Five and 00/100 Dollars (\$34,965.00) and upon inspection and approval by the City, under the terms and conditions described in the attached Exhibits. No payment shall be made until the City's inspection reveals that the work is entirely completed, and no advance payment will be made.

SECTION 4. Indemnification.

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to Indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and cost of any kind or amount whatsoever, which result from or arise out of any act or omission of the Indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with Agreement. This Indemnification will survive the termination of the Agreement.

SECTION 5. Assignment.

Neither this agreement nor any interest of CONTRACTOR herein may be assigned, sublet, or transferred to a third party without prior written consent of the CITY.

SECTION 6. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit based thereon must be brought in the Superior or Circuit Court of Elkhart County, Indiana.

SECTION 7. Compliance with State and Local Law.

CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time of CONTRACTOR'S services pursuant to this Agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference.

SECTION 8. E-Verify Compliance.

All terms defined in LC. § 22-5-1.7 et seq. are adopted and incorporated into this section. Pursuant to LC. § 22-5-1.7 et seq., CONTRACTOR shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. CONTRACTOR is further required to execute an affidavit affirming that: (i) it is enrolled and is participating in the E-Verify program, and (ii) does not knowingly employ any unauthorized aliens. In support of the affidavit, CONTRACTOR shall provide the CITY with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by CONTRACTOR and delivered to the CITY's authorized representative.

Should CONTRACTOR subcontract for the performance of any work under this Agreement, the CONTRACTOR shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) has enrolled and is participating in the E-Verify program. CONTRACTOR shall maintain a copy of such certification for the duration of the term of any subcontract. CONTRACTOR shall also deliver a copy of the certification to the CITY within seven (7) days of the effective date of the subcontract.

If Contractor, or any subcontractor of Contractor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the CONTRACTOR or subcontractor subsequently learns is an unauthorized alien, CONTRACTOR shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the CONTRACTOR or any subcontractor of CONTRACTOR fail to cure within the Cure Period, the CITY has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply should the E-Verify program cease to exist.

SECTION 9. Supplement.

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

SECTION 10. Entire Agreement.

This Agreement constitutes the entire agreement of the parties, and, unless specified otherwise herein, no representations, inducement, promises, or prior agreements, oral or written between the parties, or made by any agent on behalf of the parties or otherwise, shall be of any force and effect.

SECTION 11. Authority.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 12. Nondiscrimination.

CONTRACTOR shall not be in violation of Elkhart City Ordinance No. 4101, for the duration of this agreement. Should CONTRACTOR be in violation of any of the aforementioned provisions, such shall be considered a material breach of this agreement.

SECTION 13. Severability.

In the event that any portion of this Agreement is found to be invalid it shall be deemed severed and the remainder of this Agreement shall remain in full force and effect as if the severed portion did not exist.

SECTION 14. Council Appropriation.

In the event funds for the payment of services pursuant to this Agreement are not appropriated by the Elkhart City Common Council, then, the CITY shall have the right to terminate this Agreement without penalty by giving prior written notice to CONTRACTOR.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all the required authorization as of the date first set forth above.

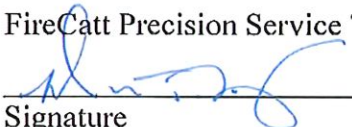
By: Board of Public Safety

Signature

Print Name

Position

FireCatt Precision Service Testing



Signature

MARC RADECKY

Print Name

PRESIDENT

Position

This contract was reviewed for its legality by Kevin Davis, Deputy City Attorney, City of Elkhart.

Approved as to form and legality.

 _____



Electronic Delivery

June 2, 2025

Noah Lace
Chief of Services
Elkhart Fire Department
500 East Street
Elkhart, IN 46516

Chief Lace:

Per your request, we are pleased to submit this proposal for your annual fire hose and ground ladder testing.

Background

FireCatt is proud to have revolutionized the fire hose testing industry. FireCatt is the sole source supplier and owner of a patented method that incorporates computerized testing technology, and a software program designed to incorporate the testing standards and guidelines of NFPA 1930 (Formally NFPA 1962).

FireCatt is now testing over 20 million feet of fire hose per year in 48 States. We have been testing fire hose for more than 18 years. Customers that have come to trust FireCatt's precision testing service include: fire departments; oil refineries; nuclear power plants; and industrial operations.

We trust you will take the time to understand the value FireCatt creates by using the best technology, people and processes available to provide your critical annual services testing. FireCatt will save you manpower time, reduce liability and injuries, and create repeatable, valid test results with advanced technology and professional service.

Our testing team is structured with a team leader, an assistant leader and four hose technicians, all formally trained by FireCatt. We believe in a professionally run hose testing process starting with pre-test planning, meticulous attention to detail during the testing process and documented repacking of your equipment to the standard you require.

Who Is the FireCatt Customer?

FireCatt customers are the leaders within the fire service. They don't settle for "good enough" when it comes to the safety of their people and equipment. They want the most accurate testing option available, while receiving the most professional service. They want the most reliable and defensible third-party validation. They want peace of mind, and that's what FireCatt delivers. FireCatt will provide annual service pressure testing per the **NFPA 1930 (Formally NFPA 1962)**, for Hose and Ladders (Formally NFPA 1932) using patented technology test equipment designed for safety, accuracy and efficiency.

Sole Source FireCatt Specifications:

- ☐ Electronic and computerized pressure transducers shall be used to monitor and regulate pressures.
- ☐ Software controls the entire test process to ensure NFPA 1930 (Formally NFPA 1962) Standard is followed. One item to note is that during pressurization, hose will only be pressurized at 15 psi per second. Our system will meet this standard each and every test, ensuring that the fire hose will not be subjected to a shock pressure which can lead to shorter hose life expectancy.
- ☐ Air actuated and computerized valves shall be used to eliminate manual control of all valves at high pressure and provide emergency automated shut-off/shut-down capability. The use of manual valves that are less than 100% repeatable and expose personnel to unnecessary risk will not be permitted.
- ☐ Pressure release at the end of each test shall be accomplished through air actuated and computer controlled valves operated remotely. This will eliminate the need to release pressure at the end of each hose and eliminate the risk associated with exposing personnel to potential catastrophic failure while hose is fully pressurized.
- ☐ Hydrant pressure shall be monitored through the use of electronic and computerized pressure transducers. Hydrant pressure will be regulated to meet the NFPA requirement of 45 PSI at the beginning of the test.
- ☐ An amber warning beacon shall be illuminated at all times when the hose is pressurizing or at high pressure.
- ☐ Ten manifolds shall be used, each with their own computerized pressure transducer and valve so that ten separate pressures can be tested simultaneously.
- ☐ Up to 3,000 feet of hose shall be tested per test cycle.
- ☐ Multiple diameter hoses shall be tested simultaneously.
- ☐ Air relief valves shall be used at the end of each hose lay per manifold.
- ☐ Computerized digital pressure readouts shall be used in order to eliminate subjective "needle bounce" of analog gauges.
- ☐ Computerized timing of tests shall be used to eliminate subjective timing devices such as manual stop watches prone to operator error.
- ☐ Heavy Duty Bar Code labels will be used on each hose for ease of Identification and Inventory Control.
- ☐ Patented LDH Conveyor for re-loading large diameter hose.

NFPA Fire Hose Testing Standards

1. Each length of hose will be assigned an Identification Number using a barcode label on each coupling. That I.D. number shall also be recorded on the hose jacket at each end of the hose using a permanent ink marker.
2. Each length of hose will be inspected, both the outer jacket and inner liner.
3. All couplings and threads will be inspected.
4. All gaskets will be inspected, defective gaskets will be replaced at no extra cost.
5. FireCatt will supply hose manufacturer approved lubricant for coupling lubrication.
6. All defective hose will be tagged and removed from service and the defect location on the hose will be marked using a permanent marker. The tag will be distinctive and state the reason for removal from service, date, and hose I.D. number. This information will also be contained within the test report.

7. FireCatt will supply "Never Seize" lubricant for lubricating all apparatus connection points so as to reduce galvanic reaction associated with dissimilar metal contact.
8. FireCatt will accurately record all data that will be contained in the final report which will include, Department I.D., Station or Apparatus I.D., FireCatt hose I.D., Fire Department hose I.D., Manufacturer, Date of Manufacture, Date in Service, Size, Length, Pressure, Pass/Fail, Reason for Failure, and Tread Type.
9. FireCatt will provide a hard copy of the Test Report within 1 week of test completion. The Hose Test Report is documented on a per Department basis. If you require your hose documentation broken down per apparatus or station, this service is available and must be pre-arranged.
10. FireCatt will provide internet web access to your electronic test record and protect this information using a unique login and password within 1 week of test completion. Access to the test records will be for a minimum of 7 years from the date of the most recent test.
11. FireCatt will be licensed and insured to meet the State, City and Department requirements.

Pricing

Option(s)	Quantity in Feet	Price per Foot	TOTAL
1 Fire Hose Testing FireCatt provides all Labor	31,500 (approximate)	\$0.45	\$14,175.00
	3-year Guaranteed Pricing	\$0.42 Year 1	\$13,230.00
		\$0.44 Year 2	\$13,860.00
		\$0.46 Year 3	\$14,490.00
2 Fire Hose Testing Fire Department provides labor to reload apparatus only	31,500 (approximate)	\$0.38	\$11,970.00
	3-year Guaranteed Pricing	\$0.35 Year 1	\$11,025.00
		\$0.37 Year 2	\$11,655.00
		\$0.39 Year 3	\$12,285.00
3 Ground Ladder Testing FireCatt provides all Labor	TBD	\$2.95	TBD

Minimum Charge- Fire Departments with under 5,200' of hose to test will be subject to a minimum charge of \$2,288.00.

Note: Any special requirements including city, county, state licenses, insurance riders/addendums, or other requirements that add cost to doing business with your specific municipality/institution could result in charge backs, service fees, or a higher price charged for services rendered.

Option 1 - FireCatt will provide ALL labor to unload apparatus, lay out test, couple/uncouple, roll hose and reload apparatus. The Fire Department will provide labor only to drive apparatus to and from the test site.

Option 2 - FireCatt will provide labor to unload apparatus, lay out test, couple/uncouple, and roll hose. The Fire Department will provide labor to reload apparatus. Note: If you choose Option 2, we suggest utilizing two fire department crews/companies to reload. The crew whose apparatus is being reloaded and the crew whose apparatus is next to be unloaded.

Option 3 - FireCatt will provide all labor to perform precision ground ladder testing via digital load cell technology that will meet NFPA 1930 standards. There are no other charges! Heat sensor labels are included in our per foot price.

Hard Suction Hose: If utilized will be vacuum tested at the same price per foot as all other hoses.

Logistics:

Prior to testing FireCatt will work with your Department to formulate and tailor a logistics plan that will work best for you. The following is an example of a typical logistics plan:

When FireCatt begins testing we will start with your *rack/auxiliary* hose then your *reserve* apparatus(s). Your tested *rack/auxiliary* hose will be ready to replace any failed hose from your apparatus(s). Once the *reserve apparatus(s)* are tested your company can take the tested reserve to replace a front-line apparatus prior to testing. Thus, we eliminate any downtime in your Department for hose testing and we keep your companies in the district. That way the public that you serve will not see an increase in response time during hose testing.

The Department will be responsible for providing a suitable test location 300' in length x 100' wide, a water supply via Fire Hydrant (preferably), standpipe, or tender, a driver to move your apparatus and a single point of contact. **Note: Fire hose WILL get wet during hose testing!** The condition of the test site plays an influential role in keeping your hose as dry and clean as possible. Good drainage, clean surface, no potholes, no weeds are all important criteria that need to be considered.

Contract Term

Pricing in BLACK is for a 1-year contract. *Pricing in RED is for a 3-year guaranteed pricing service agreement. 3-year pricing is guaranteed as long as inflation remains below a total CPI of 5% per year.

Completion

Testing will take approximately 3-4 day(s) annually (weather, total feet, & test site dependent).

Summary of Benefits Received from Choosing FireCatt

- Use the best technology the industry has to offer and fully trained technicians.
- Longer life of hose due to ensuring NFPA 1930 (Formally NFPA 1962) is followed every test cycle.
- Assurance hose is tested to prescribed pressures, if not, either false positives

results, or premature stress and loss of hose life are the results (especially the unnecessary cost of replacing LDH -- Supply Lines)

- Workers' compensation injuries resulting from testing accidents, either immediate or develops after, such as back / knee strain from re-loading hose (conveyor system and turntables)
- Reduction of any overtime hours used for testing and or training, freeing up man-hours from faster re-loading and the use of two mobile test labs.
- Proven Professional Operation - experience in testing large departments.

I believe you would agree that the issues of safety, time, technology and tracking are the most important to you and your department. Our patented method, and the unique features listed above allow for the NFPA 1930 (Formally NFPA 1962) Standards to be met in the most "objective" manner possible. In comparison, other testing companies will provide you with "subjective" test results. We have designed our testing and reporting technology to meet the requirements and future needs of the industry.

Our issued and pending patents are strong evidence of the exclusive nature of our solutions. In short, we believe that no other company in the nation can match or exceed the accuracy or safety of the fire hose testing services that FireCatt can provide to your department. We have yet to encounter another hose testing company in the nation deploying a similar state-of-the-art computerized testing technology.

We are pleased to offer our services to your department and believe the investment in FireCatt generates the peace of mind for everyone that we are all creating the safest environment for the firefighter and citizens of your community.

We look forward to creating a mutually beneficial and successful long-term relationship and believe in 100% customer satisfaction. If you have any questions or comments, feel free to contact us at any time.

Respectfully submitted,

Sarah Jordan

Sales Representative



www.firecatt.com

3250 West Big Beaver Ste., 544 Troy, MI 48084

248-643-7200

Fax 248-643-4540

Service Test Agreement

Fire Department: Elkhart Fire Department 500 East Street Elkhart, IN 46516	P.O. Number:	Annual Testing for Years: 2025, 2026, 2027
Fire Department Contact: Chief of Services Noah Lace	Mobile/Emergency Contact Phone: 574-485-6626	Email: noah.lace@elkhartfire.org

Test Season Requested: (circle)	Jan.-Mar.	April - June	July – Sept.	Oct. – Dec.
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Estimated Hose Footage:	FireCatt Option:	Price Per Foot:	Total Cost:
31,500'	Option 2 Department Reloads Apparatus	\$0.35 Year 1 \$0.37 Year 2 \$0.39 Year 3	\$11,025.00 \$11,655.00 \$12,285.00
Estimated Ground Ladder Footage:			
N/A	Ladders tested simultaneously with hose	N/A	N/A
Grand Total		Year 1 Year 2 Year 3	\$11,025.00 \$11,655.00 \$12,285.00

Terms: Due upon receipt, in the event payment is not made within 45 days, a service charge of 1% per month for all outstanding balances will be due FireCatt. 3-year pricing is guaranteed as long as it remains below 5% per year for the duration of this agreement. Pricing is based on Fire Departments estimate of footage, invoicing is based on actual feet tested. Hose report is documented on a departmental basis. Documentation on a per apparatus or station basis must be pre-arranged and subject to additional cost. Any specific city, county, state licenses, insurance riders/addendums, or other requirements that add cost to doing business with your municipality/institution could result in chargebacks, service fees, or a higher price charged for services rendered.

Minimum Charge- Fire Departments with under 5,200' of hose to test will be subject to a minimum charge of \$2,288.00.

Fire Hose Testing Service Includes:

- Service pressure test per NFPA 1930 (Formally NFPA 1962) Standard latest edition, patented technology designed for safety, accuracy, and speed
- Identification number assigned to each length of hose using a FireCatt bar code label on each coupling and redundant marking on the hose jacket at each end
- Inspect-outer jacket, inner liner, coupling, and threads
- Inspect gaskets, replace as required
- Lubricate all couplings using fire hose manufacturer approved 100% silicone lubricant
- Lubricate all apparatus connection points using marine grade "Never Seize"
- Tag all defective hose, mark defect location on hose, remove from service

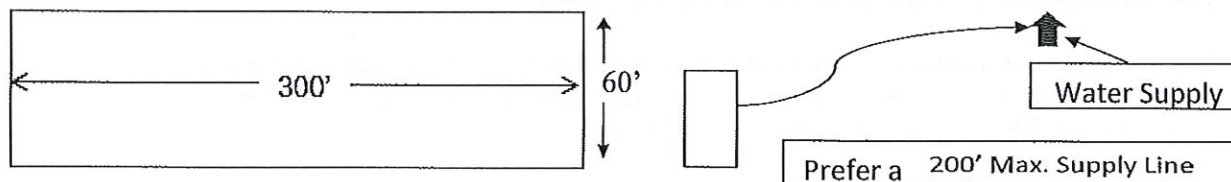
- Record all data accurately, provide testing report in hard copy, electronically that can dovetail into your existing software, and via internet access on our secure servers
- Unload and reload all hose to meet your specifications when FireCatt labor is provided

Ground Ladder Testing Service Includes:

- Service Test per NFPA 1930 (Formally NFPA 1932) Standard latest edition, using digital load cell technology
- Identification number assigned to each ladder using a FireCatt bar code label
- Heat sensor label applied to each ladder if current label is out of date
- Report data as outlined above

Customer Requirements:

At FireCatt, our number one goal is **100% customer satisfaction** while providing the fastest, safest, and MOST accurate fire hose and ground ladder testing in the nation. Experience has shown us that annual service testing **REQUIRES** a **collaborative approach** to ensure a successful testing program! **Therefore, the customer responsibilities are as follows:**



1. **Test Site:** Provide a paved site (asphalt or concrete – grass or gravel are NOT acceptable) with minimum work envelope dimensions of 300' x 60'. The larger the test site the more efficient the test process. If the test site requires third party approval, the fire department must obtain this approval in advance of the test day.

NOTE: Fire hose WILL get wet during hose testing! The condition of the test site plays an influential role in keeping your hose as dry and clean as possible. Good drainage, clean surface, no potholes, no weeds are all important criteria that need to be considered. The condition of the test site plays an influential role in keeping your hose dry and clean. Good drainage, clean surface, no potholes, no weeds are all important criteria that need to be considered. Additionally, we do not recommend testing through the station bays 1) coated floors can become slippery, 2) station personnel tend to be too close to high pressure hose, 3) we cannot be responsible for damage to the station or floor.

SAFETY: NFPA 1930 (Formally NFPA 1962) is clear on safety, stating: "Because there is a potential for catastrophic failure during service testing of fire hose, it is vital that safety precautions be taken to prevent exposure of anyone to this danger." It is the responsibility of the department to instruct their personnel to keep clear of the test area and not cross hose lines. during testing.

2. **Water Source:** Water for testing to be provided via fire hydrant. In those communities where fire hydrants are not available a standpipe or tender may be used. FireCatt requires a minimum of 35 psi from any water source. The Fire Department is required to operate their tender. Tenders need to be refilled as soon as each test cycle finishes.
3. **Rack/Spare fire hose:** The FireCatt test process begins with testing spare fire hose. The Fire Department must have all spare hose at the test site by 8:00 am, the first day of testing. Apparatus hose test to follow spare hose test, this way there is prequalified tested rack/spare hose ready to

replace any apparatus hose that fails.

4. **Onsite Contact:** The Fire Department must provide an on-site single point of contact, please provide a name and cell phone number in advance of scheduling your test date. The contact person must have the authority for directing the department's responsibilities that include:
 - a. Driving apparatus includes driving out and laying Large Diameter Hose. NOTE: FireCatt personnel will NOT drive fire department apparatus!
 - b. FireCatt's Pre-Test survey with the FireCatt Team Leader so that all parties are on the same page regarding test day expectations.
 - c. Insure the timely presentation of apparatus/hose for testing. The FireCatt/Fire Department cadence must match up to avoid down time. FireCatt would prefer to have the next apparatus for testing on-site 30 minutes prior to testing of that apparatus. This will ensure the most efficient test process.
 - d. Providing apparatus re-load direction, reviewing, and signing off on each individual FireCatt Apparatus Doc Sheet indicating that FireCatt has re-loaded your apparatus correctly and there is no damage to your apparatus.
5. **Out of Service Apparatus:** It is the responsibility of the Fire Department to ensure all fire hose/Ground ladders are presented for testing. FireCatt's schedule **does not allow for returning to test out of service apparatus hose.**
6. **Tower Hose:** It is the responsibility of the Fire Department to remove/replace any hose from the tower. FireCatt employees are not insured to be in your hose tower.
7. **Fire Department Labor:** FireCatt Option 2 requires the Fire Department to re-load their apparatus. If Option 2 applies to your department, you must have the appropriate number of fire fighters engaged in the process to match the cadence of the FireCatt testing cycle.
8. **Special Couplings/Thread Adapters:** FireCatt's Mobile Test Lab is equipped with NH threads in sizes 1", 1.5", 2.5" and 4" & 5" Storz couplings. If your department is using any threads/couplings that differ from those FireCatt provides, **it is the fire department's responsibility to provide adapters.**
9. **Special Requests** Any special requests or "change orders" outside of the FireCatt quotation/agreement **MUST** be negotiated prior to the first day of testing. FireCatt employees follow the FireCatt SOG which ensures compliance to NFPA standards, please do not ask us to deviate from our SOG.
10. **Inclement Weather:** Any of the following beyond our control could result in a test day interruption or cancellation; lightning, non-stop rain/downpour, hail, temperature of 40 degrees or below.
11. **Cancellation, Delays, Unexpected Changes, and the *potential* for Additional Fees:**

The following conditions affect the efficiency of the hose testing process and are **subject** to additional fees.

 - Last-minute cancellations.
 - Hose dropped off that is tangled requiring additional time to untangle.
 - Waiting on a water source including, having to move test site, or waiting on a tender to arrive with water.
 - Waiting for apparatus/hose to be presented for testing or not providing agreed upon number of apparatus/hoses per day.
 - Not providing adequate personnel when the fire department has elected to reload their hose.
 - Time consuming efforts on the part of FireCatt to keep hose dry.
 - Undersized or irregular shaped test sites that cause test process inefficiencies.
 - Any other issue that negatively impacts test day efficiency.

I have read and accept the terms of the agreement including customer responsibilities: Fire Catt, LLC will inspect, and service test all noted equipment in accordance with the standards of NFPA as set forth. It is expressly understood and agreed that Fire Catt shall not be deemed or held liable, obligated, or accountable upon or under any guarantees or warranties, express or implied, statutory, by operation of the law, or otherwise, relative to the use of any tested equipment immediately after the date of inspection. Furthermore, Fire Catt, will not be held liable, obligated, or accountable for any equipment that fails during the testing under specified conditions and pressures. Testing methods used may be protected under the United States Patent Number 8,554,497.

Authorized Signature: _____ Date: _____

FireCatt...the Fastest, Safest, MOST Accurate fire hose testing company in the Nation!





MEMORANDUM

DATE: June 4, 2025

TO: Board of Public Safety

FROM: Dustin McLain

RE: Proposed Agreement to Purchase Cummins Generator from Long Beach, IN Police Department

We are requesting the Board's approval to finalize an interlocal agreement between the City of Elkhart and the City of Long Beach for the purchase of a Cummins generator, housed in an enclosed trailer, at a cost of **\$8,000**.

As you're aware, 9-1-1 operations are a 24/7 critical service. The ability to maintain uninterrupted operations during a power outage is essential. Our current generator, which is 34 years old, was recently serviced and found to be non-operational due to a coolant pump failure. Unfortunately, replacement parts for this model are no longer available. This leaves the 9-1-1 Center with only **15 minutes of backup battery power** before a complete system failure would occur.

Fortunately, our Cummins maintenance team identified a used generator that was scheduled for auction by the Long Beach Police Department. After a thorough inspection by our technicians, it has been confirmed that—with a few hose replacements and standard rewiring to match our facility's electrical requirements—this generator will fully meet our operational needs.

This option presents multiple advantages:

- **Immediate availability**, eliminating the long lead time associated with purchasing a new generator
- **Cost savings**, at approximately **half the price** of a new unit
- **Portability**, due to its enclosed trailer setup, which will benefit multiple departments or be used in emergency field operations after our move to the new complex at the former Chase Building

Given the urgency of restoring full backup power to the 9-1-1 Center and the reassurances provided by Cummins technicians regarding the generator's reliability, we believe this is the most practical and cost-effective solution currently available.

Funding is already available within the department's existing budget. We respectfully request the Board's approval to move forward with this purchase.

TOWN OF LONG BEACH RESOLUTION NO. 005
ELKHART SAFETY BOARD RESOLUTION NO. 25-R-09

**RESOLUTION AND INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LONG
BEACH, INDIANA AND THE CITY OF ELKHART, INDIANA FOR THE SALE AND
PURCHASE OF A USED CUMMINS GENERATOR AND TRAILER**

WHEREAS, the Town of Long Beach is a political subdivision of the state of Indiana,
located in La Porte County, Indiana; and

WHEREAS, the City of Elkhart, Indiana, is a political subdivision of the state of
Indiana, located in Elkhart County, Indiana; and

WHEREAS, the City of Elkhart Board of Public Safety is charged with the administration
of the public safety departments of the City, including the 911 Communications Center of the
Public Safety Communications Department; and

WHEREAS, the backup generator of the City of Elkhart 911 Communications Center
recently failed, leaving the City of Elkhart, in urgent need of a replacement; and

WHEREAS, the Town of Long Beach owns a used backup generator and trailer described
as follows:

Manufacturer: Cummins Onan
Model No.: Onan 100DGDB
Serial No.: A950565242
Runtime: 193 hours +/-
Trailer Tongue No. 20683

WHEREAS, the Town of Long Beach recently decommissioned the above-described
generator, no longer has an intended use for the generator and is willing to sell the generator to the
City of Elkhart for use by its 911 Communications Center;

WHEREAS, the City of Elkhart, by and through its Board of Public Safety, wishes to
purchase the generator from the Town of Long Beach under terms of this Resolution and Interlocal
Agreement; and

WHEREAS, Indiana Code 36-1-7-2 authorizes the political subdivisions of the state of Indiana to enter into interlocal agreements between or among themselves for purchase, sale, or exchange of services, supplies, or equipment; and

WHEREAS, Indiana Code 36-1-7-12 further authorizes the political subdivisions of the state to enter into agreements pursuant to Indiana Code 36-1-7-2, without notice by publication or posting;

NOW THEREFORE BE IT RESOLVED by the Town of Long Beach and the City of Elkhart Board of Public Safety as follows:

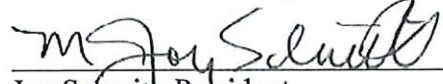
1. The Town of Long Beach will sell and the City of Elkhart by and through the City of Elkhart Board of Public Safety, will purchase the following used equipment of the Town of Long Beach:

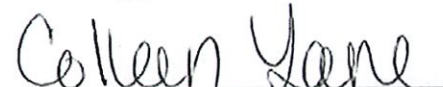
Generator and Trailer:
Manufacturer: Cummins Onan
Model No.: 100DGDB
Serial No.: A950565242
Runtime: 193 hours +/-
Tongue No. 20683

2. The City of Elkhart has been afforded the opportunity to inspect the equipment and has determined that the generator and trailer are suitable for the City's purposes.
3. Upon adoption of this agreement by all parties, the City of Elkhart will promptly initiate payment of eight thousand dollars (\$8,000.00) to the Town of Long Beach
4. The City of Elkhart acknowledges that the generator and trailer are sold "as is, where is" and without warranty, express or implied.
5. This Resolution and Interlocal Agreement constitute the full agreement between the parties. No other representations, promises or inducements have been made by either party which is not embodied in this Agreement.

SO RESOLVED this 30th day of June, 2025 by the Town of Long Beach, Indiana:

TOWN OF LONG BEACH
LAPORTE COUNTY, INDIANA

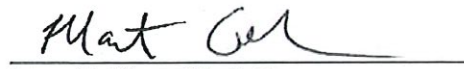

Joy Schmitt, President


Colleen Lane, Member


Cindy Levy, Member


Anita Remijas, Vice President

Kendra Bartlett, Member


Meg Collins, Clerk-Treasurer

SO RESOLVED this _____ day of _____, _____ by the Board of Public
Safety of the City of Elkhart, Indiana:

CITY OF ELKHART, INDIANA
BOARD OF PUBLIC SAFETY

LaLaesha Black, Vice Chairwoman

Anthony Coleman

Dacey Davis

Tessa T. Barnes

ATTEST:

Nancy Wilson, Clerk

APPROVED AS TO FORM:

CITY OF ELKHART
DEPARTMENT OF LAW



Digitally signed by John M.
Espar
Date: 2025.05.30 12:42:11
-04'00'

John M. Espar
Corporation Counsel

BUILDING DEPARTMENT MONTHLY REPORT

May 2025 Inspections

	Building Inspector		Electrical Inspector		Mechanical Inspector		Plumbing Inspector		
Inspection Type	Comm	Resd	Comm	Resd	Comm	Resd	Comm	Resd	Totals
Building	27	63							90
Electrical			49	32					81
Mechanical	1	3	2		26	26		3	61
Plumbing							32	23	55
Fire									0
Totals	94		83		52		58		287

May 2025 Permits

Building Permit Category:	# of Permits	Estimated Value of Work	Average Value of Work	Permit Fees
Residential New	4	\$ 1,330,000.00	\$ 332,500.00	\$ 1,073.00
Residential Alteration/Addition	81	\$ 976,748.00	\$ 12,058.62	\$ 3,674.00
Commercial New	7	\$ 8,578,000.00	\$ 1,225,428.57	\$ 3,483.00
Commercial Alteration/Addition	26	\$ 11,455,785.00	\$ 440,607.12	\$ 11,720.00
Mobile Home Set-Up	9	\$ 77,525.00	\$ 8,613.89	\$ 360.00
Fire Suppression System	7	\$ 1,590,776.00	\$ 227,253.71	\$ 720.00
Storage Tank Install/Removal	1	\$ 370,034.00	\$ 370,034.00	\$ 200.00
Building Demolition/Move	2	\$ 10,100.00	\$ 5,050.00	\$ 80.00
Swimming Pool Install	0	\$ -	#DIV/0!	\$ -
All Accessory Structures	5	\$ 16,800.00	\$ 3,360.00	\$ 200.00
Temporary Tents/Canopies	4	NA	NA	\$ 160.00
Building Permits Issued	146	\$ 24,405,768.00		\$ 21,670.00
Electrical Permits Issued	38			\$ 2,650.00
Mechanical Permits Issued	47			\$ 3,370.00
Plumbing Permits Issued	12			\$ 1,270.00
Zoning Permits Issued	102			\$ 5,051.00
Total Permits Issued	345		Total Permit Fees:	\$ 34,011.00

Code Enforcement Report - May 2025

Violation Sub-Type	Bruce Anglemeyer			Ken Hunt			Mayfield Timmons			Trent Avance			TOTALS		
	New Violations	Re-Inspections	Resolved Violations	New Violations	Re-Inspections	Resolved Violations	New Violations	Re-Inspections	Resolved Violations	New Violations	Re-Inspections	Resolved Violations	New Violations	Re-Inspections	Resolved Violations
Board-Up													0	0	0
Building Maintenance	3	11	1	3	5	1	7	13	3	3	4		16	33	5
Fire Damaged House		1		1	1			1					1	3	0
Missing Address #s							4						4	0	0
No Building Permit													0	0	0
Pool Maintenance													0	0	0
Posted Unfit for Human Occ.													0	0	0
Sewage Issues				1	1	1		1	1				1	2	2
Graffiti	1	3	2		1	1							1	4	3
Fallen/Cut Trees, Limbs, Brush	3	7	1		6	1	2	23	1		3	1	5	39	4
Tall Grass & Weeds	240	209	155	43	57	39	167	156	115	132	91	74	582	513	383
	# Referred to React: 50			# Referred to React: 15			# Referred to React: 32			# Referred to React: 10			# Referred to React: 107		
Trash & Debris	67	70	67	49	41	31	101	68	64	104	129	134	321	308	296
	# Referred to React: 1			# Referred to React:			# Referred to React:			# Referred to React: 2			# Referred to React: 3		
Boat/Camper/Trailer: Parking													0	0	0
Comm. Vehicle/Trailer: Parking													0	0	0
Vehicle: Abandoned	1	1	1					1	1				1	2	2
Vehicle: Unapproved Parking							2	3	2				2	3	2
Vehicle: Unlicensed/Inop.		2	1		1			3		2	1		2	7	1
TOTALS:	315	304	279	97	113	89	283	269	219	241	228	221	936	914	808
TICKETS:	# of Tickets		Total \$	# of Tickets		Total \$	# of Tickets		Total \$	# of Tickets		Total \$	TICKET TOTALS		
	0		\$ -	1		\$ 500.00	0		\$ -	2		\$ 200.00	3	\$	700.00



City of Elkhart
Central Garage

MEMORANDUM

TO: ELKHART BOARD OF SAFETY

FROM: JOSH J. HOLT

DATE: MAY 28, 2025

RE: Request for Authorization to Transfer Unit #2476 to Parks Department

I am requesting the Board's approval to transfer **Unit #2476**, a **2014 Ford Fusion**, from the Police Department to the **Elkhart Parks Department**.

This unit was originally scheduled to be traded in as part of the recent replacement of detective vehicles. However, after reviewing departmental needs, it has been determined that this vehicle would provide greater value if temporarily reassigned to Parks and Recreation. The Parks Department has expressed the need for an additional vehicle to support **service and inspection tasks** across various city parks.

All police-related lights and equipment have been fully removed from the unit. This vehicle will serve in a support role through **next year**, at which point it will be included in the Parks Department's **2026 replacement budget** and formally traded out.

Final approval from the **Parks Board** will also be sought to formally add the vehicle to their fleet.

I respectfully request the Board's permission to proceed with this temporary reassignment.

Josh J. Holt

Central Garage Fleet Manager

CITY OF ELKHART

DISPOSAL OR TRANSFER-TO OF FIXED ASSET

DESCRIPTION OF ASSET 2014 Ford Fusion EPD# 2476

LOCATION OF ASSET Central Garage

TYPE OF FIXED ASSET:

☐ LAND ☐ IMPROVEMENTS OTHER THAN BLDG
☐ BUILDING ☒ MACHINERY & EQUIPMENT
☐ CONSTRUCTION-IN-PROGRESS ☐ INFRASTRUCTURE
C.I.P.# _____
C.I.P. LOCATION _____

SERIAL NUMBER OR VIN: 3FA6P0H72ER120841

DESCRIPTION/COMMENTS Ford Fusion Transferring to Elkhart Parks Dept. From EPD

BRAND OR MAKE: Ford MODEL: Fusion

YEAR: 2014 PREVIOUS FLEET # 2476 CURRENT/ NEW FLEET # 514

DISPOSAL METHOD: SOLD \$ _____ TRADED \$ _____

JUNKED SCRAPPED END-OF-LEASE STOLEN/WRECKED
TRANSFERRED TO: Parks (ATTACH PD REPORT)
Department

DATE BOARD APPROVED _____ DATE COUNCIL APPROVED _____
(ATTACH COPY OF MINUTES) (REAL PROPERTY VALUE > \$9,999.)

DATE MAYOR APPROVED _____ SIGNATURE _____
(REAL PROPERTY ONLY)

DATE CONTROLLER APPROVED _____ SIGNATURE _____

SIGNATURE OF PERSON RESPONSIBLE 

PRINTED NAME Josh J. Holt

SIGNATURE OF DEPARTMENT HEAD _____

IF TRANSFERRED:

RECEIVING PERSON'S SIGNATURE _____
PRINTED NAME _____

CONTROLLER'S USE ONLY

RECEIVED _____ FIXED ASSET ENTERED _____

INSURED _____ CONTROLLER'S INITIAL _____

Rod Roberson
Mayor

229 S. Second Street
Elkhart, Indian 46516



City of Elkhart
Department of Law

John M. Espar
Corporation Counsel

John.Espar@coei.org
Tel: 574.294.5471 Ext. 1060

May 9, 2025

Dr. Kara M. Boyles
Board Chair
Board of Public Safety
City of Elkhart, Indiana

Via Email Only: DrKaraMBoyles@gmail.com

Re: Designation of Lead Attorney to the Board of Public Safety

Dear Dr. Kara M. Boyles:

In an effort to enhance the responsiveness, competencies and efficiencies of the Department of Law, we have designated a lead attorney to work with each department, board and commission of the City.

Deputy City Attorney Kevin Davis has been designated as lead attorney for the Board of Public Safety. By designating Deputy City Attorney Davis as your "go-to" attorney, we are confident that you will benefit from a legal advisor who is more familiar with the legal issues which arise in the work of the Board of Public Safety, and more knowledgeable of the law which informs your attorney's legal advice.

Although Deputy City Attorney Davis is your lead attorney, you should consider the entire staff of the Department of Law as a legal resource available to serve the Board of Public Safety.

Respectfully yours,

CITY OF ELKHART
DEPARTMENT OF LAW

John M. Espar
Corporation Counsel

cc: Kevin Davis
Nancy Wilson

City of Elkhart – Department of Law

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