

9.1



TO: Plymouth District Library Board **DATE:** September 11, 2024
RE: Meeting Room Policy, Approval **FROM:** Shauna Anderson,
Director

To support the ongoing use of the library's meeting rooms by the public, I reached out to our attorney to draft a policy specifically outlining how these rooms are scheduled and maintained. The attached document represents the opinion of our library attorney alongside staff who work closely with meeting room users.

I ask that the library board approve the drafted policy.

RESOLVED BY _____, SECONDED BY _____, TO APPROVE THE PROPOSED MEETING ROOM POLICY AS WRITTEN.

YEAS:

NAYS:

ABSTAIN:

MEETING ROOM POLICY

I. Introduction and Purpose of Policy

The mission of the Plymouth District Library ("Library") is to provide quality Library services that support the cultural, educational, and informational needs and interests of the community. In keeping with this mission, the Library provides facilities for Library programs as well as Library business meetings. When certain Library space is not scheduled for Library-sponsored or co-sponsored events, it may be used by the public within the parameters set by this Meeting Room Policy ("Policy"). The restrictions of this Policy relating to Applications and Scheduling do not apply to Library-sponsored or co-sponsored events.

II. Application and Scheduling of Meeting Room

- A. General Use. Any District resident may reserve the use of Library Meeting Rooms, on behalf of a not-for-profit group, club, or organization pursuant to the requirements of this Policy ("Users"). The Meeting Rooms are available during regular Library hours. Meeting Rooms may not be used for purely social events.
- B. Specific Meeting Rooms. The following are a list of specific meeting rooms or meeting areas ("Meeting Rooms"). The regulations contained in this Policy apply to all Meeting Rooms, unless otherwise specified:

| Room | Maximum Capacity |
|----------------|------------------|
| Walldorf | 45 |
| Dunning | 45 |
| Friends | 12 |
| Storytime Room | 35 |

- C. Scheduling.
 - 1. Applications shall be accepted on a first-come-first-serve basis, with (a) Library business, (b) Library-sponsored or Library-co-sponsored events or (c) uses governed by contract with the Library having first priority. The next priority shall be given to applications that support the cultural, educational, and informational needs and interests of the community.

2. The Library reserves the right to reschedule meetings in the event the Library Board needs to schedule a special Library Board meeting or other Library-sponsored or Library-co-sponsored events.
 3. Reservations
 - a. The Library opens to requests for meeting room use on a quarterly basis, as guided by its program planning and marketing schedules. Reservation request opening dates for each quarter will be published on the library's website. Meeting room reservation should be requested at least 2 days in advance. The Library will not accept same day reservations.
 - b. Study Rooms are available to the general public on a first come, first served basis.
 4. The Library is responsible for scheduling use of the Meeting Rooms. The program and meeting schedule will be posted and updated regularly.
 5. Time Limit
 - a. Meeting Room reservations are limited to one day.
 6. Meeting room use by any one User group is limited to once per calendar week with meetings during prime evening hours (5pm-close) not to exceed twice per calendar month.
- D. Application Process for the Community Room.
1. Plymouth residents age 18+ may request use of a meeting room. Persons requesting meeting room use who do not have Plymouth residency must secure a Plymouth resident sponsor age 18+. Exceptions may be made for requests made by organizations who regularly partner with the library.
 2. The Library will contact you with confirmation that your Reservation is accepted. Do not assume that your Reservation is complete upon submission of the application.
 3. Users who need to cancel a reservation should advise the Library as soon as possible.

4. At the time of application, the Applicant must sign a Waiver of Liability prepared by the Library.

III. General Guidelines Affecting all Library Meeting Rooms

- A. Smoking and Fire. No smoking, candles, matches or any other use of fire shall be permitted in the Meeting Rooms.
- B. Use by Persons Under the Age of 18. Users of the Community Room must be under adequate supervision by adults 18 years of age or older. The reservation form requires the listing of an adult who will be in charge of the group, as well as being financially responsible for any damages that may occur. This listed adult must be on site during the reserved meeting time.
- C. Tobacco, Marijuana, Alcohol and Controlled Substances Prohibited. The Library prohibits the use of tobacco, marijuana, alcohol and the illicit use of controlled substances in the Meeting Rooms.
- D. Food and Beverages. Users of the Community Room may serve light refreshments, but only if approved by the Library at the time the User requests and receives permission to use the Meeting Rooms. It is the responsibility of the User to observe all health codes when serving light refreshments. Users may not use sterno or flames to heat food. Users utilizing the Walldorf Room and Friends Room may make use of the kitchenette and hot beverage equipment. Users must leave the room and equipment in clean, ready condition.
- E. Disruption Prohibited. Users making excessive noise that disrupts normal Library functions or other patrons' use of the Library may be asked to leave. This includes conducting the meeting or any part of the meeting outside of the Meeting Rooms.
- F. Equipment Requests. Requests for use of audio or visual equipment, tables, chairs and any equipment owned by the Library must be made at the time the venue is scheduled. The Library does not guarantee the availability of any equipment.
- G. Clean Up. It is the User's responsibility to leave the room in the condition (including furniture arrangements) in which they found it. The User must remove leftover food, containers, beverages and all other personal or group-owned items. Failure to clean up may result in forfeiting the privilege of using the room in the future and a hourly

cleaning rate of \$25.00 per hour with a \$25.00 minimum fee. Users must include time to clean up and set up within the scheduled time and must end meetings at least 15 minutes before the Library closing time.

- H. Library Policies. Users shall observe all rules of conduct and policies applicable to Library patrons.
- I. Occupancy. Users shall permit no more persons than is stated by occupancy requirements identified in Section II. B above.
- J. No Raffles and Contribution Requests. Users shall not sell tickets, raffles or any objects or solicit contributions from persons located anywhere in the Library or on Library property.
- K. Private Literature. Users shall not distribute personal or group literature, brochures, and other materials to Library patrons outside of the Meeting Rooms. Users shall not leave printed materials on Library property without prior approval of the Library Director or in accordance with Library Policy.
- L. Use of Walls and Other Surfaces. No decorations or other materials may be attached or affixed to the walls, doors, windows or other surfaces unless approved by the Library. At no time, shall any materials or other documents be displayed outside the meeting room, unless pre-approved. If such approval is granted, any such material must be removed at the close of the scheduled time.
- M. Room Access. Users may not enter the Library before opening hours and should allow adequate time to set up.

IV. Fees

- A. Clean Up and Damage Fee. A fee of \$25.00 per hour for cleanup will be charged if the Meeting Room is not cleaned up as required by this Policy. Users shall pay for any actual damage to the Meeting Rooms.

V. Library Disclaimer

- A. No Endorsement. Use of the Meeting Rooms does not constitute the Library's endorsement of an individual's or group's policies or beliefs by any of the staff or Board members. Any publicity for any event

held in the Meeting Rooms must state that "Plymouth District Library does not sponsor or endorse this event."

- B. Right to Cancel. If necessary, the Library reserves the right to cancel the use of the Meeting Room or move the meeting to a different Meeting Room, including but not limited to inclement weather or other unexpected building closures. The Library shall use its best efforts to notify the Users if the Library intends to cancel the use of the Meeting Room. In the event of inclement weather or other area emergencies, please contact the Library before the meeting to confirm that the building is still open.
- C. Hold Harmless. Plymouth District Library is released and held harmless from any and all claims for personal injury or property damage.

VI. Violation and Appeal Section

For violations of this Policy, the Library Director or the Director's designee may restrict access to Library facilities, including the Library Program Rooms, by immediately dismissing the patron from the premises, by suspending the patron's access to Library facilities for a set period of time pursuant to the Library's Violation and Appeal Policy.



TO: Plymouth District Library Board DATE: September 11, 2024
 RE: Security Server Quote Approval FROM: Melanie Bell,
 Assistant Director

Our security cameras servers (purchased in 2015) are generating errors that hardware failure is imminent. We would like to purchase new servers. This will fit within the already established 2024 IT budget.

We were planning to pay for new security cameras in our 2025 IT budget and replacing the paging system in our 2024 budget. However, the paging system upgrades were going to be more disruptive to library operations than expected due to needing to replace all the speakers. So we have moved the upgrade to the paging system to 2025 as part of the capital improvements. This means we have some extra money in the 2024 IT budget.

We requested three quotes from vendors for a server with a minimum of 32 TB storage for our 86 cameras and a 1 year warranty.

| VENDOR | COST |
|------------------|-------------|
| Security 101 | \$21,795.74 |
| Omni Tech Spaces | \$38,520.00 |
| SCW | \$13,399.00 |

We are recommending the quote from Security101. Their quote includes labor and we have worked with them in the past for our security cameras and door access. SCW does not work with our current door access system and does not include labor.

RESOLVED BY _____, SECONDED BY _____, TO APPROVE THE PURCHASE OF A SECURITY CAMERA SERVER FROM SECURITY 101 FOR A TOTAL OF \$21,795.74

AYES _____

NAYS _____

Plymouth District Library

Project Location

Plymouth District Library

223 S. Main Street
Plymouth, MI 48170

S101 - Plymouth District Library - Avigilon Server Upgrade

Proposal No.: 231213.0

Friday, May 31, 2024

Prepared For

Melanie Bell



Security 101 - Detroit
7767 Ronda Dr.
Canton, MI 48187
MI — Alarm: 3601300225



Security 101 - Detroit
7767 Ronda Dr.
Phone: 844-768-9021
Website: www.Security101.com

Friday, May 31, 2024

Melanie Bell
Plymouth District Library
223 S. Main Street
Plymouth, MI 48170

Re: S101 - Plymouth District Library - Avigilon Server Upgrade

Dear Melanie Bell:

Thank you for allowing Security 101 the opportunity to present this proposal for your consideration. This proposal is based on our discussions, meetings, site surveys, and bid documents created by your organization.

Our company is uniquely qualified to provide the installation and service required for the above referenced security system. Security 101 has an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff have worked together with me to create this proposal. This team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be uniformed, trained, and in company stocked vehicles.

In addition, upon completion of the installation, our service department staff will be ready to provide you with same day service utilizing our unique computerized dispatch system.

Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

Zach Betts
Lead Estimator
zbetts@security101.com
Cell Phone: 269-929-8526



General Description

Proposal #231213.0 S101 - Plymouth District Library - Avigilon
Server Upgrade

This proposal includes the equipment and labor to provide Plymouth District Library with a new Avigilon 32TB Standard Network Video Recorder (NVR). The new NVR will replace the existing NVR.

All existing ACC licensing is to be transferred from the old servers to the new. All camera labeling is to remain the same when being loaded into the new server.

No new camera mapping is included in this proposal.

No training is included in this proposal. Security 101 warrants all labor for a period of (1) year. Standard manufacturer warranty applies for all new equipment.

Video System

Head Ends

Avigilon Server Upgrade

Security 101 to replace the existing end of life NVR2s with a new NVR5 32TB NVR from Avigilon.

All licensing is to be transferred from the old servers to the new server. All camera labeling is to remain. No mapping is included in the server replacement.

| | | |
|----------------|---|---|
| NVR | 1 | NVR5 STD 32TB 2U Rack Mnt; WS19 NA (AVIGILON VIDEO – NVR5-STD-32TB-S19-NA) |
| Network Switch | 1 | Existing or Customer Supplied |
| Rack Unit | 1 | Existing or Customer Supplied |

| Qty. | Part Description (Manufacturer – Part Number) | Unit Price | Extended Price |
|------|---|-------------|----------------|
| 1 | NVR5 STD 32TB 2U Rack Mnt; WS19 NA (AVIGILON VIDEO – NVR5-STD-32TB-S19-NA) | \$18,226.49 | \$18,226.49 |

- 1.) This proposal assumes normal working hours (M-F 8:00am-5:00pm) no overtime, weekend or holiday labor has been included.
- 2.) This proposal does not include any applicable permits.
- 3.) This proposal assumes all active equipment (network PoE switches, patch panels, rack units, etc) to be existing or provided and installed by others.
- 4.) This proposal does not include any new ACC licensing. All existing camera licensing is to be transferred from the old NVRs to the new.
- 5.) This proposal does not include any new mapping of existing cameras.

Bill to: Plymouth District Library
223 S. Main Street
Plymouth, MI 48170

Ship to: Attn: Melanie Bell
Plymouth District Library
223 S. Main Street
Plymouth, MI 48170

| Video System TOTALS | |
|---------------------------|-------------|
| INSTALLATION | \$2,885.76 |
| EQUIPMENT | \$18,909.98 |
| TOTAL INVESTMENT | \$21,795.74 |
| GRAND TOTALS | |
| INSTALLATION | \$2,885.76 |
| EQUIPMENT | \$18,909.98 |
| TOTAL INVESTMENT | \$21,795.74 |
| TAX | \$0.00 |
| TOTAL INVESTMENT WITH TAX | \$21,795.74 |

Estimated taxes. Actual tax will be calculated at the time of invoicing

Limited Warranty: Exclusions and Disclaimers

1. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all equipment and installation labor rendered as part of the Work against defects in materials and labor, not inherent in the quality required or permitted by the Agreement, for a period of twelve (12) months (the "Warranty Period") from the date of substantial completion of the installation of the Work. Security 101's warranty specifically excludes remedy for damage or defect to expendable supplies, equipment or parts or any portions of the Work caused by misuse, abuse, modifications not executed by Security 101, improper or insufficient maintenance, improper operation, Acts of God, alteration, modification, manipulation, tampering or vandalism by any other party. Any and all warranty claims must be made by written notice to Security 101 within the Warranty Period and any defect claimed will be repaired or replaced at the sole option of Security 101. Notwithstanding anything contained herein to the contrary, Security 101's sole liability for any warranty claims hereunder shall be limited to the repair or replacement of the work or any portion thereof.

2. THE WARRANTY DESCRIBED ABOVE IS THE ONLY WARRANTY COVERING THE INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK AND IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR COMMON LAW, AND ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND HABITABILITY ARE HEREBY EXCLUDED AND SPECIFICALLY DISCLAIMED.

3. Except to the extent otherwise provided, in no event shall Security 101 be liable to Customer or any third party for actual, special, incidental, consequential, exemplary, punitive damages or any other type of damages or for lost profits, lost sales, injury to person or property or any other cause as a result of defect in the installation labor, equipment, materials or other supplies with respect to any item furnished under the Agreement, the malfunction or non-function of any system, wrongful performance of or failure to perform any acts included in the Work, transportation delays, breach of warranty or any criminal or other activities by third parties resulting there from.

4. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not expressly stated herein shall be binding. The Agreement and the document or documents attached hereto or to which this writing is a part, shall constitute the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

Limitation of Liability

5. To the extent of Security 101's insurance coverage and subject to the limitations contained below, Security 101 agrees to indemnify, defend and hold harmless Customer for, from and against all claims, damages, losses, costs or injury to property occurring during the installation of the Work under the Agreement, but only to the extent caused by the negligence of Security 101, its subcontractors or anyone employed by either of them. Customer and Security 101 agree that the indemnification given herein shall be limited to the amount of loss suffered by the indemnitees or the amount of Security 101's insurance coverage, whichever is less, which amount is stipulated by the parties to bear a reasonable commercial relationship to this Agreement and is hereby incorporated into the specifications for this project. Certificate of Insurance available upon request.

6. The parties acknowledge and agree that: (a) the Work is intended to constitute or be a part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of the Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the Work is performed (the "Locations"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Locations; (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; and (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES, CRIMINAL EVENTS, VANDALISM OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT. CONSEQUENTLY, THE PARTIES ACKNOWLEDGE AND AGREE THAT SECURITY 101 IS NOT AN INSURER AND CUSTOMER WILL OBTAIN FROM ITS OWN INSURER ANY INSURANCE THAT IT DESIRES TO PROTECT ITS PROPERTY OR PERSONS FROM ANY SUCH EVENTS OR OCCURRENCES. CUSTOMER HEREBY WAIVES ALL SUBROGATION AND OTHER RIGHTS OR RECOVERY AGAINST SECURITY 101 THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM OR LOSS OR INJURY TO ANY OTHER PERSON.

7. Notwithstanding the limited warranty and the limitation on liability provisions contained herein, in the event Security 101 is found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of competent jurisdiction determines the limitations on warranty or liability are inapplicable, then Customer agrees that the aggregate maximum liability of Security 101 under or with respect to the Agreement, the Work performed hereunder and any warranty provided for herein, shall be limited to a sum equal to the total Price paid by Customer under the Agreement, this liability shall be exclusive, and the provisions of this Subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

Design Development, Programming, Drawings, Ownership, and Software License(s)

8. Design Development. Customer and Security 101 have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer, except as otherwise set forth herein.

9. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, Security 101 shall:

- (i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and
- (ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed fifteen (15). Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

10. Drawings.

- (i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.
- (ii) Unless otherwise stated in schedule of work, Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.

11. Ownership prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.

12. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

Video System Terms & Conditions

- 13. A dedicated circuit is recommended for the CCTV system, but not included.
- 14. Current and future lighting requirements are the responsibility of others.
- 15. Appropriate furniture or shelving for CCTV recording equipment is not included, unless specifically identified in the scope of work and/or the equipment list.

Additional Terms & Conditions

Installation

- 16. All required installation documents are included.
- 17. Installation of all required equipment and materials with on-site supervision of project is included.
- 18. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.
- 19. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other

factors beyond our control, will be invoiced at our current labor rates.

20. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be first approved by Customer before invoiced at Security 101 current labor rates.

21. Customer to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.

22. Client to provide and coordinate 110 VAC electrical service where needed.

23. All LAN/WAN connections, addressing and network functionality are the responsibility of the Customer.

24. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security 101 representative will verify the availability and functionality of all connections prior to starting work.

Changes in Scope of Work

25. Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Customer representative), prior to commencing work.

Permits/Bonding/Sealed Engineered Drawings

26. Permits, bonds, and other requirements by any government agency are not included.

Miscellaneous

27. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.

28. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

29. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

30. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.



Acceptance

Proposal #231213.0 S101 - Plymouth District Library - Avigilon Server Upgrade

For the amount of **\$21,795.74** (tax not included)
This proposal dated Friday, May 31, 2024 is valid until Sunday, June 30, 2024

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

SUPPLY CHAIN DELAYS AND VENDOR PRICE INCREASES: Security 101 cannot be responsible for delays caused by supply chain delays or COVID-related delays. Prices may be increased by vendors/manufacturers requiring adjustments to the proposal price.

Billing and Payment Terms

- 25% Deposit / Mobilization
- 25% Progress Payment
- 40% Equipment Installed
- 10% Project Closeout

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

Licenses

MI — Alarm: 3601300225

Plymouth District Library

Security 101 - Detroit

Authorized Customer Signature (date)

Authorized Security 101 Signature (date)

Printed Name

Printed Name

Title

Title



Acceptance (cont.)

Proposal #231213.0 S101 - Plymouth District Library - Avigilon
Server Upgrade

Purchase Order Number

MERS Health Care Savings Program Participation Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9707

www.mersofmich.com

The Employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Health Care Savings Program provided by the Municipal Employees' Retirement System of Michigan, in accordance with the [MERS Health Care Savings Program Plan Document](#), subject to the terms and conditions herein.

I. PARTICIPATING EMPLOYER

Employer Name: _____
(Name of municipality or court)

Municipality Number: _____ **Division Number:** _____

II. EFFECTIVE DATE

1. If this is the initial Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of the program here adopted shall be the 1st day of _____, 20____.
(Month) (Year)
2. If this is an amendment and restatement of an existing Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of this amendment and restatement shall be effective the 1st day of _____, 20____.
(Month) (Year)

Note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

III. COVERED EMPLOYEE GROUPS

A participating Employer may cover all of its employee groups, bargaining units, or personnel/employee classifications ("Covered Group") in the same Health Care Savings Program plan.

Contributions shall be made on the same basis within each Covered Group according to the associated [HCSP Contribution Addendum](#), remitted as directed by MERS. This agreement encompasses the following group(s):

(Name/s of HCSP covered group/s)

Note: To maintain the tax-favored status of the employer's Health Care Savings Program and to comply with federal law, the Employer may not provide coverage or benefit levels to highly-compensated employees that are not provided to non highly-compensated employees.

IV. ELIGIBLE EMPLOYEES

Only Employees of a "municipality" may be covered by the Health Care Savings Program Participation Agreement. Independent contractors may not participate in the Health Care Savings Program.

The Employer shall provide MERS with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Participation Agreement.

Probationary Periods (select one):

- Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be _____ month(s).

- No probationary period.

MERS Health Care Savings Program Participation Agreement

V. EMPLOYER CONTRIBUTIONS

The Participating Employer hereby elects to make contributions to the Plan. Contributions shall be made on the same basis within each Covered Group specified in this agreement, and remitted to MERS as directed by the employer, to be credited to the individual accounts of Eligible Employees according to the associated [Contribution Addendum](#).

Frequency:

Contributions will be remitted according to Employer's "Payroll Period" which represents the actual period amounts are withheld from participant paychecks, or within the month during which amounts are withheld. Contributions will be submitted (check one):

- Weekly
- Bi-Weekly (every other week)
- Semi-Monthly (twice each month)
- Monthly

Vesting Cycle For Basic Employer Contributions Only. The employer contributions identified in this Participation Agreement are subject to the following vesting cycle (where vesting is different, separate participation agreement must be completed).

- Immediate Vesting upon Participation
- Cliff Vesting: The participant is 100% vested upon _____ year(s).
(Stated years)
- Graded Vesting Percentage per year of service: Employers can select the percentage of vesting with the corresponding years of service:

| Years of Service | Percent Vested |
|------------------|----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | 100% |

FORFEITURE PROVISION. Upon separation from service with the Employer prior to meeting the required vesting schedule set out above or in the event a Participant dies without Dependent(s) and/or a named Beneficiary, a Participant's account assets shall (where forfeiture is different, separate participation agreement must be completed):

Check only one:

- Remain in the HCSP sub-trust to be reallocated among all Plan participants equally
- Remain in the HCSP sub-trust to be used to offset future Employer Contributions
- Be transferred to the Retiree Health Funding Vehicle ("RHFV")

MERS Health Care Savings Program Participation Agreement

VI. MODIFICATION OF THE TERMS OF THE PARTICIPATION AGREEMENT

If a Participating Employer desires to amend any of its previous elections contained in this Participation Agreement, including attachments, the Governing Body by official action must adopt a new Participation Agreement and forward it to the Board for approval. The amendment of the new Participation Agreement is not effective until approved by the Board and other procedures required by the Plan Document have been implemented.

VII. APPOINTING MERS AS THE PROGRAM ADMINISTRATOR

The Employer hereby agrees to the provisions of the [MERS Health Care Savings Program Plan Document](#) ("Plan Document"). The Employer also agrees that in the event of any conflict between the Plan Document and this Participation Agreement, the Plan Document controls.

VIII. FEES AND EXPENSES

Employer acknowledges that investment selection and associated participant fees and operating expenses are established and charged by MERS as set forth in the Investment Fund and Fee Summary sheets available at www.mersofmich.com and may be amended by MERS.

IX. STATE LAW

To the extent not preempted by federal law, this agreement shall be interpreted in accordance with Michigan law.

X. TERMINATION OF THE PARTICIPATION AGREEMENT

This Participation Agreement may be terminated only in accordance with the Plan Document.

XI. ENFORCEMENT

1. This Participation Agreement may be terminated only in accordance with the [MERS Health Care Savings Program Plan Document](#).
2. The Employer hereby agrees to the provisions of the [MERS Health Care Savings Program Plan Document](#).
3. The employer hereby acknowledges it understands that failure to properly fill out this Participation Agreement may result in the ineligibility of the program.

XII. EXECUTION

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Participation Agreement is hereby approved by _____
on _____ (Name of Approving Employer)
(MM/DD/YYYY).

Authorized signature: _____

Name (printed): _____

Title: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

MERS Health Care Savings Program Uniform Resolution



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

WHEREAS, the Municipal Employees Retirement Act authorized the Municipal Employees' Retirement Board ("Board") to establish additional programs including but not limited to defined benefit and defined contribution program (MERS Plan Document Section 72; MCL 38.1536(2)(a)).

WHEREAS, the Board has authorized MERS' establishment of the health care savings program ("HCSP" or "Program"), which a participating municipality or court, or another eligible public employer that constitutes a "municipality" under MERS Plan Document Section 2; MCL 38.1502b(2) ("Eligible Employer"), may adopt for its Eligible Employees.

WHEREAS, MERS has been determined by the Internal Revenue Service to be a tax qualified "governmental plan" and trust under section 401(a) of the Internal Revenue Code of 1986, and all trust assets within MERS reserves are therefore exempt from taxation under Code section 501(a) (IRS Letter of Favorable Determination dated October 8, 2016).

WHEREAS, the Board has established a governmental trust (the "Trust Fund") to hold the assets of the HCSP, which Trust Fund shall be administered under the discretion of the Board as fiduciary, directly by (or through a combination of) MERS or MERS' duly-appointed Program Administrator.

WHEREAS, 1999 PA 149, the Public Employee Health Care Fund Investment Act, MCL 38.1211 et seq. ("PA 149") provides for the creation by a public corporation of a public employee health care fund, and its administration, investment, and management, in order to accumulate funds to provide for the funding of health benefits for retirees and beneficiaries.

WHEREAS, a separate MERS health care trust fund created under PA 149 also constitutes a governmental trust established by an Eligible Employer, provided that all such employers shall be the State of Michigan, its political subdivisions, and any public entity the income of which is excluded from gross income under Section 115 of the Internal Revenue Code; provided further, that the PA 149 trust shall not accept assets from any defined benefit health account established under Section 401(h) of the Internal Revenue Code.

WHEREAS, the Board acts as investment fiduciary for the pooled assets of each MERS participating municipality as defined by the MERS 401(a) Plan Document, on whose behalf MERS performs all plan administration and investment functions, and such participating municipalities and courts have full membership, representation and voting rights at the Annual Meeting as provided under Plan Section 78; MCL 38.1545.

WHEREAS, the Board also acts as investment fiduciary for those participating employers who are non-MERS participating municipalities and courts that have adopted the MERS Health Care Savings Program, Retiree Health Funding Vehicle, or Investment Service Program, and such entities are not accorded membership, representation or voting rights provided to MERS participating municipalities and courts at the Annual meeting under Plan Document Section Document 78; MCL 38.1545.

MERS Health Care Savings Program Uniform Resolution

WHEREAS, adoption of this Uniform Resolution and the HCSP Participation Agreement (the “Uniform Resolution”) by each Eligible Employer is necessary and required in order that the benefits available under the MERS HCSP may be extended to the Eligible Employer’s employees.

- It is expressly agreed and understood as an integral and nonseverable part of extension or continuation of coverage under this HCSP Resolution that Section 43 of the MERS Plan Document shall not apply to this Uniform Resolution Adopting MERS HCSP, the Participation Agreement, the HCSP Plan Document, the Trust Agreement, and their administration or interpretation.
- In the event any alteration of the language, terms or conditions stated in this Uniform Resolution Adopting MERS HCSP is made or occurs, it is expressly recognized that MERS and the Board, as fiduciary of the MERS Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty to administer (or to have administered) the Trust Fund, or to continue administration.

WHEREAS, concurrent with this HCSP Uniform Resolution, and as a continuing obligation, this governing body has completed, approved, and submitted to MERS documents necessary for participation in and implementation of the HCSP. This obligation applies to any documents deemed necessary to the operation of the Trust Fund by MERS.

NOW, THEREFORE, BE IT RESOLVED that the governing body adopts (or readopts) the MERS HCSP as provided below.

SECTION 1. HCSP PARTICIPATION

EFFECTIVE _____, 20____, (to be known as the ADOPTION DATE) the

MERS HCSP is hereby adopted by the _____
(MERS municipality or court or other eligible employer)

- (A) **CONTRIBUTIONS** shall be as allowed and specified in the MERS Health Care Savings Program Participation Agreement. Basic Employer Contributions, Mandatory Salary Reduction Contributions, Mandatory Leave Conversion Contributions, and Post-Tax Employee Contributions, shall be remitted pursuant to MERS by the Eligible Employer, and credited to the Eligible Employer’s separate fund within the MERS Trust Fund.
- (B) **INVESTMENT** of funds accumulated and held in the Health Care Savings Program Trust Fund shall be held in a separate reserve and invested on a pooled basis by MERS subject to the Public Employee Retirement System Investment Act (“PERSIA”), 1965 PA 314, as provided by MERS Plan Document Section 76; MCL 38.1539, and PA 149.
- (C) **THE ELIGIBLE EMPLOYER** shall abide by the terms of the HCSP, including the HCSP Plan Document, HCSP Trust Agreement, all investment, administration, and service agreements, and all applicable provisions of the Code and other law. It is affirmed that no assets from any defined benefit health account established under Section 401(h) of the Internal Revenue Code shall be transferred to, or accepted by, MERS.

MERS Health Care Savings Program Uniform Resolution

SECTION 2. IMPLEMENTATION DIRECTIONS FOR MERS

- (A) The governing body of this Eligible Employer desires that all assets placed in its MERS HCSP Trust Fund (as a sub-fund within all pooled HCSP trust funds with MERS) be administered by MERS, which shall act as investment fiduciary with all powers provided under PERSIA, pursuant to PA 149, all applicable provisions of the Internal Revenue Code and other relevant law.
- (B) The governing body desires, and MERS upon its approval of this Resolution agrees, that all funds accumulated and held in the MERS HCSP Trust Fund shall be invested and managed by MERS within the collective and commingled investment of all HCSP funds held in trust for all Eligible Employers.
- (C) All monies in the MERS HCSP Trust Fund (and any earnings thereon, positive or negative) shall be held and invested for the sole purpose of paying health care benefits for the exclusive benefit of “Eligible Employees” who shall constitute “qualified persons” who have retired or separated from employment with the Eligible Employer, and for any expenses of administration, and shall not be used for any other purpose, and shall not be distributed to the State.
- (D) The Eligible Employer will fund on a defined contribution, individual account, basis its MERS HCSP Trust sub-fund to provide funds for health care benefits for “Eligible Employees” who shall constitute “qualified persons” under the Internal Revenue Code. Participation in and any coverage under HCSP shall not constitute nor be construed to constitute an “accrued financial benefit” under Article 9 Section 24 of the Michigan Constitution of 1963.
- (E) The Eligible Employer designates and incorporates as “Eligible Employees” who shall constitute “qualified persons” under this HCSP Resolution those who are “Eligible Employees as defined in the HCSP Participation Agreement under this HCSP.
- (F) The Eligible Employer may designate employer contacts who shall receive necessary reports, notices, etc. and shall act on behalf of the Eligible Employer.

SECTION 3. EFFECTIVENESS OF THIS HCSP UNIFORM RESOLUTION

This Resolution shall have no legal effect until an executed copy of this adopting Resolution is filed with MERS, and MERS determines that all necessary requirements under MERS Plan Document Section 72, PA 149 and other relevant laws, and this Resolution have been met. Upon MERS’ determination that all necessary documents have been submitted, MERS shall execute this Resolution, and return a copy to the Eligible Employer’s designated primary contact.

In the event an amendatory resolution or other action by the Eligible Employer is required by MERS, such Resolution or action may be deemed effective as of the date of the initial Resolution or action where concurred in by this governing body and MERS (and the Program Administrator if necessary). Section 86 of the MERS Plan Document shall apply to this Resolution and all acts performed under MERS’ authority. The terms and conditions of this Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

MERS Health Care Savings Program Uniform Resolution

I hereby certify that the above is a true copy of the Uniform Resolution Adopting The MERS Health Care Savings Program, adopted at the official meeting held by the governing body of this municipality:

On _____, 20____
(Signature of authorized official)

Printed name: _____ Position title: _____
(Authorized Official - printed) (Authorized Official - position)

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____
(Authorized MERS signatory)

Contribution Addendum for MERS Health Care Savings Program (HCSP)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Participation Agreement completed by _____
Name of Participating Employer
for _____ of _____
Covered Employee Group Division Code

The Addendum modifies the *MERS Health Care Savings Program Participation Agreement*. Please complete this addendum for each contribution structure associated with the covered employee group.

Check one or more (A or B, C and/or D):

- A. Employer Contributions for Retirees / Former Employees.** Employer contributions may be made according to any frequency. Identify below the contribution formula or amount that will apply to all in this covered group. *Note: If this contribution is selected, Sections B, C, and D do not apply.*

Contribution structure (specify \$ or %): _____
\$300 per month for retirees with 20+ years of service

For active employees, please check one or more below (B, C, and/or D).

- B. Basic Employer (Before-Tax) Contributions.** Before-tax employer contributions may be made as a percentage of salary and/or by a specified dollar amount. Identify below the basic employer contribution formula to be applied to the covered groups within the Health Care Savings Program identified in this addendum.

Contribution structure (**specify \$ or %** and, if a %, include the basis for that contribution. For example: Employer will contribute 3% of base wages):

- C. Mandatory Salary Reduction (Before-Tax) Contributions.** Before-tax Employer Contributions shall be made that represent a mandatory salary reduction resulting from collective bargaining or the establishment of a personnel policy. These reductions may be made as a percentage of salary or a specific dollar amount.

Contribution structure (**specify \$ or %** and, if a %, include the basis for that contribution. For example: Employees will contribute 3% of base wages):

Contribution Addendum for MERS Health Care Savings Program (HCSP)

D. Mandatory Leave Conversion (Before-Tax) Contributions. Before-tax Employer Contributions shall be made that represent a mandatory conversion of accrued leave including, but not limited to vacation, holiday, sick leave, or severance amounts otherwise paid out, to a cash contribution. These contributions may be calculated as a percentage of accrued leave or a specific dollar amount representing the accrued leave. Leave conversions may be made on an annual basis or at separation from service, or at such other time as the Employer indicates. *(Note: The leave conversion program shall not permit employees the option of receiving cash in lieu of the employer contribution.)*

Check here if the covered employee group has the option to direct any/all of the leave conversion lump sum to an existing 457 program.

Check one or more:

- As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.
- As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.
- As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.
- As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.

Post-Tax Employee Contributions. Post-tax Employee Contributions made by Eligible Employees within the Covered Group(s) shall be remitted as directed by the Program Administrator, to be credited to the individual accounts of Eligible Employees. All Employee Contributions must be remitted to MERS along with the Participation Report.

Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

This resolution is being adopted by the governing body of the participating entity and applies to all reporting units of said participating entity.

WHEREAS, _____ ("Employer") is a participating municipality with the Municipal Employees' Retirement System of Michigan ("MERS") and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS;

WHEREAS, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s);

WHEREAS, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS' contracts relating to the adoption, amendment and termination of MERS' products, and defined benefit service credit purchase approvals on behalf of Employer to implement decisions and actions of the governing body;

WHEREAS, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein,

Therefore, the Governing Body resolves:

The holders of the following job position(s) are hereby *Authorized Officials* that can sign: (1) MERS Adoption Agreements, Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered product and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

1. _____

Optional additional job positions:

2. _____

3. _____

This Resolution may be revoked in writing or amended by the Governing Body at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Governing Body agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

Adopted at a regular/special meeting of the Governing Body on _____, 20_____.

Authorized signature (must be currently in a position named above): _____

Name: _____

Title: _____

Witness signature: _____

Witness name: _____

Witness title: _____