



RESOLUTION 2025-006

A RESOLUTION TO APPROVE THE SCHEDULE TO MASTER SERVICES AGREEMENT FOR PARTICIPATION IN THE AMP CYBER SECURITY PROGRAM WITH AMERICAN MUNICIPAL POWER, INC. AND AUTHORIZE THE VILLAGE ADMINISTRATOR TO EXECUTE THE AFOREMENTIONED SCHEDULE AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Jackson Center, Ohio (herein "Municipality") owns and operates a municipal electric system that provides electric power and energy to its customers; and

WHEREAS, American Municipal Power, Inc. ("AMP") is a private, not for profit, corporation that provides various services and training opportunities to its members, directly or indirectly through various affiliated entities, including, but not limited to, Municipal Energy Services Agency (all such affiliated entities referred to collectively as "Affiliated Entities" and together with AMP, the "AMP Entities"); and

WHEREAS, the Municipality is a member of AMP and has executed a Master Services Agreement with AMP, designated as Contract No. 2024-010081-SCHED (the "Master Services Agreement"); and

WHEREAS, Municipality desires to receive Cyber Security Services ("Services") pursuant to this Schedule to Masters Services Agreement for Participation in the AMP Cyber Security Program (this "Schedule"); and

WHEREAS, the proposed Schedule is attached here to as "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF JACKSON CENTER, OHIO:

SECTION 1.

That the Master Services Agreement between Municipality and AMP, substantially in the form attached hereto or on file with the Fiscal Officer, including Appendices thereto, are approved, and the Village Administrator of Municipality is hereby authorized to execute and deliver the Master Services Agreement with such changes as the Village Administrator may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality, his execution of the Master Services Agreement to be conclusive evidence of such approval.

SECTION 2.

That the Village Administrator is hereby authorized to take any action necessary for Municipality to fulfill its obligations under the Master Services Agreement.

SECTION 3.

That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

SECTION 4.

If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication



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and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 5.

That this Resolution shall take effect at the earliest date allowed by law.

SECTION 6.

That Council hereby declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and welfare; such an emergency arising out of the need to timely execute the contract to continue services without interruption. Wherefore, this Resolution shall take effect and be in full force from and after its adoption by Council and approval by the Mayor.

Adopted on this date:

March 10, 2025


Jesse Fark, Mayor

Attest:


Beverly A. Wren, Fiscal Officer

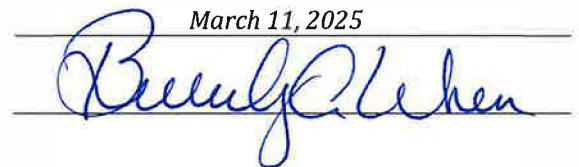
CERTIFICATE OF FISCAL OFFICER AS TO POSTING

I certify that the above Resolution 2025-006 has been posted as required by law. Posted on the Village Website, and Social Media Page.

Date of Posting:

March 11, 2025

Signed:



**SCHEDULE TO MASTER SERVICES AGREEMENT
FOR PARTICIPATION IN THE AMP CYBER SECURITY PROGRAM**

WHEREAS, American Municipal Power, Inc. ("AMP") is a not for profit corporation that provides various services to its members; and

WHEREAS, AMP and the Village of Jackson Center, Ohio ("Municipality") have entered into a Master Services Agreement, designated as AMP Contract No. C-10-2005-4393, pursuant to which AMP provides certain services to Municipality as set forth in various schedules to the Master Services Agreement; and

WHEREAS, Municipality desires to receive Cyber Security Services ("Services") pursuant to this Schedule to Master Services Agreement for Participation in the AMP Cyber Security Program (this "Schedule"); and

NOW THEREFORE, in consideration of the conditions, terms and covenants herein, the parties agree as follows:

Section 1. Definitions and Explanations of Terms

Terms used but not defined herein shall have the meanings ascribed to them in Appendix A of the Master Services Agreement.

Section 2. Term

A. This Schedule is entered into and shall become effective as of _____, 2024 (the "Effective Date") and shall remain in effect until December 31, 2024 ("Term"); provided, however, that Municipality shall remain obligated to pay to AMP any charges that shall have accrued hereunder and are unpaid as of such expiration date.

B. Either Party may terminate this Schedule for cause upon thirty (30) days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof through no fault of the terminating Party. Notwithstanding the foregoing, this Schedule will not terminate as a result of such substantial failure if the Party receiving such notice begins, within ten (10) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure

such failure within thirty (30) days of receipt thereof; provided however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, the cure period provided for herein shall extend up to, but in no case more than, thirty (30) days after the date of receipt of the notice.

C. Municipality or AMP may terminate this Schedule for convenience upon thirty (30) days' written notice.

D. In the event of termination for any reason, AMP shall be entitled to compensation pursuant to the terms of this Schedule for Services provided until the termination date.

Section 3. Scope of Services

A. For the term of this Schedule, AMP agrees to provide, and Municipality agrees to take and pay for, the Services set forth in Exhibit A, Scope of Services.

B. The Services shall be completed in a timely manner in consultation with Municipality.

C. AMP may subcontract the performance of the Services provided under this Schedule without the prior consent of Municipality, provided that AMP shall remain liable for the performance or non-performance of any such Services.

D. AMP shall designate in writing an employee of AMP to act as AMP's representative with respect to its responsibilities and the Services (the "AMP Representative"). The AMP Representative shall have authority to transmit instructions, receive information, and relay AMP's policies and recommendations with respect to the Services.

E. The AMP Representative shall give prompt written notice to Municipality whenever he or she observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of the Services or any defect or nonconformance in the Services, or in the work of any subcontractor pursuant to this Schedule.

F. All Services shall be provided in accordance with all applicable laws, rules, regulations and codes.

Section 4 Compensation

A As payment for performance of the Services, Municipality shall pay AMP, at a rate of One Hundred Twenty Five Dollars (\$125.00) per hour, in an amount not to exceed Seven Thousand Dollars (\$7,000) plus travel expenses. Payment shall become due and payable upon completion of the Services.

B. AMP shall invoice Municipality monthly for incidental travel expenses and mileage, which will be reimbursed at the applicable IRS approved rate.

Section 5. Municipality Responsibilities

A. Municipality shall designate in writing an employee to act as Municipality's representative with respect to its responsibilities and the Services (the "Municipality Representative"). The Municipality Representative shall have complete authority to transmit instructions, receive information, and interpret and define Municipality's policies and decisions with respect to the Services.

B. Municipality shall provide AMP and its subcontractors with access to equipment, personnel and network infrastructure necessary to facilitate AMP's performance of the Services.

C. Municipality shall provide information, comments and approvals as required in a timely manner to AMP when such input is necessary for AMP to perform the Services. The Municipality Representative shall give prompt written notice to AMP whenever he or she observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of the Services or any defect or nonconformance in the Services, or in the work of any subcontractor pursuant to this Schedule.

D. Municipality shall take no action the effect of which would be to prevent, hinder or delay AMP from the timely fulfillment of its obligations under this Schedule or the Master Services Agreement; provided, however, that nothing contained herein shall

be construed to prevent or restrict Municipality from asserting any rights which it may have against AMP.

Section 6. Liability and Warranties

A. AMP's liability for any injury or damage that is caused by the actions or omissions of AMP in the provision of the Services, is limited to the limits of applicable insurance, excluding umbrella coverage, maintained by AMP, irrespective of whether such damages arise out of negligence, gross negligence, recklessness, intentional acts or omissions, or strict liability, and irrespective of whether the theory of recovery of such damages sounds in tort, contract, or any other legal theory.

B. Notwithstanding the foregoing, in the event that AMP does not maintain insurance applicable to the aforementioned injury or damage, AMP's liability shall be limited to two times (2x) the amount paid for the Services hereunder, or \$50,000, whichever is greater.

C. Municipality agrees and understands that AMP does not make any representations or warranties regarding the Services provided.

D. This Section 6 shall survive the voluntary or involuntary termination of the Master Services Agreement, this Schedule, or any extension of either.

Section 7. Force Majeure

A. AMP shall not be liable to Municipality for any failure by AMP to deliver Services to Municipality on account of a Force Majeure event.

Section 8. Modification or Amendment

A. Except to the extent otherwise provided herein, with respect to supplements, amendments and modifications in the appendices, this Schedule shall not be amended, modified or otherwise changed except by written instrument executed and delivered by each Party.

Section 9. Master Services Agreement

All terms and conditions of the Master Services Agreement shall be applicable to this Schedule unless such term or condition is in express conflict with a specific term or condition of this Schedule, in which case the term or condition of this Schedule shall prevail.

[Signature Page Follows]

"Exhibit A"

IN WITNESS WHEREOF, the parties have executed this Schedule. Each individual executing this Schedule represents and warrants that he/she has the authority to bind the party through the execution of this Schedule.

**VILLAGE OF JACKSON CENTER,
OHIO**

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Title: _____

AMERICAN MUNICIPAL POWER, INC.

Brannan Kelley, CIO

APPROVED AS TO FORM:

Michael A. Kyser
Assistant General Counsel

"Exhibit A"

EXHIBIT A
Scope of Services

The Services consist of the following high level work items:

- Completion of the DOE Electricity Subsector Cybersecurity Capability Maturity Model (ES-C2M2) Assessment;
- Completion of the Center for Internet Security (CIS®) Critical Security Controls (CIS Controls) Assessment;
- Completion of a vulnerability scan of external and internal systems;
- Completion of a firewall rules review in alignment with best practices;
- Completion of an incident response exercise and review of the APPA incident response playbook;
- Development of a short-term (0-9 months) and longer-term (9-18 months) roadmap for remediation priorities with budget estimates;
- Review and redline of customer IT policies and procedures; and
- Providing the customer with a final report and executive presentation containing all the items above along with supplemental detail from each of the various items.

PRICE ESTIMATE

The following table lists the associated fees for services described in this agreement.

Service Description	Total Cost
Cyber Assessment	\$5,000 to \$7,000

- Range above is representative of a small sized utility pricing. The high number represents a fixed not to exceed price, actuals may be lower based on effort, and that is what the customer will be billed.
- All costs above shall be invoiced 100% upon completion and customer signoff.
- Any required travel and meal expenses are not included in the above total cost and will be billed separately as incurred.