

# BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

**WEDNESDAY, DECEMBER 19, 2012**

**4:00 p.m.**

- Presentation of Service Awards from Kansas Association of Counties (Department Heads)

## **CONSENT AGENDA**

- (1) (a) Consider approval of Commission Orders;
- (b) Authorization to execute memorandum of understanding with the City of Lawrence and the Fraternal Order of Police to improve the FOP firing range (Craig Weinaug);
- (c) Consider approval of "Douglas County Kansas Heritage Conservation Plan" to be submitted to the Kansas State Historical Society for designation of Douglas County as a Certified Local Government, as deferred from the 12/12/12 Meeting.(Shelley Hickman Clark);
- (d) Acquisition of permanent road easement for structure 3.88N-16.68E on N400 Road (Michael Kelly); and
- (e) Consider recommendation to purchase vehicle for youth services (Jackie Waggoner)-Backup to follow at a later time

## **REGULAR AGENDA**

- (2) Public Hearing to amend the County Budgets in the following funds: Ambulance, Road & Bridge, Employee Benefits, Special Alcohol Programs, and Grants.(Debbie Sparkes)
  - (3) Consider approval to perform necessary software and hardware upgrades to the 9-1-1 phone system (Scott Ruf)
  - (4) Consider approval to consolidate all subscriber radio equipment for Douglas County under the master service and maintenance agreement (Scott Ruf)
  - (5) Consider approval of 2013 service and maintenance contracts for Douglas County Emergency Communications (Scott Ruf)
  - (6) Update on Sustainability Initiatives (Eileen Horn/Bill Bell)
  - (7) Review documents related to 2013 Heritage Grant Program (Jeanette Blackmar)
  - (8) (a) Consider approval of Accounts Payable (if necessary)
  - (b) Appointments
    - Bicycle Advisory Committee 12/2012 (eligible for reappointment)**
    - Lawrence/Douglas County Advocacy Council on Aging 10/2012 (replacement)**
    - (5 positions) Codes Board of Appeals-12/31/12**
  - (c) Public Comment
  - (d) Miscellaneous
- (9) Adjourn

**WEDNESDAY, DECEMBER 26, 2012 -Cancelled**

**WEDNESDAY, JANUARY 2, 2013**

**4:00 p.m.**

Consent:

- Consider revised wording for Text Amendment, **TA-8-11-11**, to the Douglas County Zoning Regulations for the Unincorporated Territory of Douglas County to establish *Agritourism* as a use in the County A (Agriculture) District as deferred from the December 12, 2012 meeting. (Mary Miller)
- Consider revised wording for Text Amendment, **TA-8-10-11**, to the Douglas County Zoning Regulations for the Unincorporated Territory of Douglas County to establish a Special Event Permit and develop application process

and standards, as deferred from the December 12, 2012 meeting. (Mary Miller)

Regular Agenda:

-Public Hearing to receive public comment on the use of construction management at-risk services for the construction of a new public works facility subject to a subsequent request for qualifications and proposals. (Sarah Plinsky)

**6:35 p.m.**

**CUP-12-00222:** Consider a Conditional Use Permit for Hoyt Boat Storage, located at 32 N 1000 Rd. Submitted by Timothy K Hoyt, property owner of record. Planning Commission forwarded with a 10-0 vote for recommendation of approval.

**CUP-12-00099:** Consider a Conditional Use Permit for sand excavation and extraction for Penny Sand Pit, approximately 434 acres located on the NE Corner of N 1500 Road & E 1850 Road. Submitted by Landplan Engineering, for William Penny & Van LLC, property owners of record. (Mary Miller will present the item.)

**WEDNESDAY, JANUARY 9, 2013 – Cancelled**

**MONDAY, JANUARY 14, 2013**

-9:00 a.m. – Swear in reelected Commissioners and appoint Chairman of the Board for 2013

- Continued Preliminary Work session on CIP issues

**WEDNESDAY, JANUARY 16, 2013**

**WEDNESDAY, JANUARY 23, 2013**

**WEDNESDAY, JANUARY 30, 2013**

***Note:** The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:35 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*

## MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (this "MOU") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF LAWRENCE, KANSAS (the "City"); DOUGLAS COUNTY, KANSAS, by and through the BOARD OF DOUGLAS COUNTY COMMISSIONERS (the "County"); and THE FRATERNAL ORDER OF POLICE LAWRENCE LODGE NO. 2, INC. (the "FOP").

WHEREAS, FOP owns real estate in Douglas County, Kansas, generally located at 768 E 661 Diagonal Road, on which land FOP owns and operates an 8-position pistol/rifle range (the "Range").

WHEREAS, FOP has received a proposal (the "Proposal") dated August 17, 2012 from MT2, LLC (the "Contractor"), by which the Contractor has proposed to the FOP a plan of lead reclamation and environmental stewardship of the Range (the "Project").

WHEREAS, City and County have generally reviewed the Proposal, agree that the Project provides a public benefit, and are willing to assist the FOP in funding the Contractor's costs and charges for the Project.

WHEREAS, the Proposal and Project shall remain under the exclusive control of the FOP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth below, the parties agree as follows:

1. *Purpose.* The purpose of this MOU is to outline the understanding of the parties as to the extent of the City and County assistance in financing some of the costs of the Project and ongoing environmental maintenance of the Range, and the obligations of the FOP in exchange for such assistance.

2. *Understanding and Obligations of FOP.* FOP understands and agrees to do the following in exchange for the assistance under Paragraphs 3 and 4:

a. Enter into a contract with Contractor to perform the Project in accordance with the Proposal, including all options shown on page 6 of the Proposal.

b. Provide supervision and oversight of the Project to ensure Contractor performs in accordance with the Proposal, including but not limited to responding to and handling requests for change orders, contract disputes, and any other issues that arise in connection with the Project; provided, however, that FOP will not agree to a change order that reduces the scope or quality of the Project without the consent of the City and County.

c. Issue periodic payments to the Contractor at such times and in

such amounts as required by the contract between FOP and Contractor.

d. Pay a minimum of \$4,000 of the costs of the Project from its own funds and, if the costs of the Project exceeds \$40,000 (\$4,000 from FOP's own funds, plus \$12,825 from County, plus \$23,175 from City), pay any excess costs from its own funds.

e. Going forward, annually budget for ongoing environmental maintenance and hold such budgeted funds in a separate account specifically earmarked for environmental maintenance.

f. Deposit the Project cost set-off that FOP receives from recycled lead in the separate account referenced above in Paragraph 2.e; provided, however that FOP can use such set-off to pay for Project costs to the extent that they exceed \$40,000.

g. If the Contractor's billed cost of the Project is less than \$40,000, retain the excess funds received from the City and County (the excess funds being determined after FOP has made its minimum \$4,000 payment from its own funds), and hold the excess funds plus the Project cost set-off that FOP receives from recycled lead in the separate account referenced above in Paragraph 2.e, to be used for ongoing environmental maintenance.

3. *Understanding and Obligations of County.* County understands and agrees to do the following:

a. Pay FOP the lump sum of \$12,825 within 30 days of the date FOP provides County with a copy of a fully executed contract in accordance with Section 2.

b. The County has no obligation or responsibility to determine the scope or sufficiency of the Proposal or the Project, and shall have no responsibility for the Project or liability for claims resulting from the operations, management, control or conduct of the Range or elsewhere on FOP's property.

4. *Understanding and Obligations of City.* City understands and agrees to do the following:

a. Pay FOP the lump sum of \$23,175 within 30 days of the date FOP provides County with a copy of a fully executed contract in accordance with Section 2.

b. The City has no obligation to determine the scope or sufficiency of the Proposal or the Project, and shall have no responsibility for the Project or liability for claims resulting from the operations, management, control or conduct of the Range or elsewhere on FOP's property.

5. *Understanding and Obligations of all Parties.* All parties understand and agree to the following:

a. The parties anticipate that the FOP will continue to grant the City

and County access to the Range in exchange for reasonable user fees. The City and County understand that the FOP may include projected future environmental maintenance costs referenced above in Paragraph 2.e into the user fee.

- b. Every provision of this MOU is subject to the laws of the State of Kansas.
- c. This MOU may be amended only by written mutual agreement of all parties.
- d. The City and County retain all rights and protections under the Kansas Tort Claims Act, (K.S.A. 75-6101, *et seq.*), and nothing in this MOU shall diminish them. The City and County shall not hold harmless or indemnify any party.
- e. Each party shall act in their individual capacity and not as agents, employees, partners, in joint venture, or as associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- f. The parties may not assign this MOU to any other entity, nor the respective rights or duties thereof.
- g. In the event any of the provisions of this MOU are deemed to be invalid or unenforceable, the same shall be deemed severable from the remainder of the MOU and replaced by a provision as similar in terms to that provision as is possible and be enforceable. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
- h. All parties signing this MOU hereby attest to authorization as a signatory for the respective entities involved.

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IN WITNESS WHEREOF, this MOU is effective upon the last signing by a duly authorized representative of the parties.

CITY OF LAWRENCE, KANSAS

DOUGLAS COUNTY, KANSAS

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

THE FRATERNAL ORDER OF POLICE  
LAWRENCE LODGE NO. 2, INC.

By: David E. Beavin

Title: PRESIDENT

Date: 12-10-12

## **DOUGLAS COUNTY KANSAS HERITAGE CONSERVATION PLAN**

### **ARTICLE 1. GENERAL PROVISIONS**

#### **101. TITLE.**

This document, as amended, shall be known as the Douglas County, Kansas Heritage Conservation Plan, and is referred to herein interchangeably as this "Heritage Conservation Plan" and this "Plan".

#### **102. ESTABLISHMENT OF HERITAGE CONSERVATION COUNCIL AND STATEMENT OF PURPOSE.**

Pursuant to Douglas County Resolution No. 11-19, the Douglas County Commission established and the County Commission hereby affirms the establishment of the Douglas County Heritage Conservation Council, hereinafter referred to as the Council, and the Douglas County Commission hereby modifies Resolution No. 11-19 to amend the Council's authority and responsibilities as set forth herein. If any conflict exists between this Heritage Conservation Plan and Resolution No. 11-19, the provisions of this Plan shall prevail. The purposes of this Heritage Conservation Plan are to:

- (A) Ensure the conservation of the County's natural and cultural resources.
- (B) Identify, conserve and promote the County's natural resources, prehistoric, historic and cultural heritage through an ongoing surveys and studies of natural and cultural heritage resources.
- (C) Implement the strategies and goals contained in Chapter 11 of Horizon 2020 (the County's Comprehensive Plan) for the protection, development and utilization of historic resources.
- (D) Foster civic pride and promote tourism, particularly as related to the natural resources, pre-settlement history, settlement history, and the themes encompassed in Freedom's Frontier National Heritage Area.
- (E) Work in concert with the State Historic Preservation Officer and observe the State Preservation Act, contained at K.S.A. 75-2701 *et seq.*, as amended.
- (F) Support education programs to increase public awareness of and support for the County's historic environment.

#### **103. APPLICATION.**

The Heritage Conservation Plan is designed to be used in the unincorporated territory of Douglas County, Kansas and is to be used in conjunction with any existing zoning regulations.

#### **104. DEFINITIONS.**

For the purpose of implementation of this Heritage Conservation Plan, certain words or terms are hereby defined. Unless specifically defined below, words or terms in this Plan shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this Plan its most reasonable application. Words in the present tense include the future, words in the singular number include the plural, and words in the plural number include the singular. The word shall is mandatory and not directory. The following words or terms shall be used as defined below in the administration of this Heritage Conservation Plan. For further

clarification of commonly used historic conservation terms, refer to the Kansas Historic Preservation Act (K.S.A. 75-2715 et seq.); Kansas Administrative Regulations 118-1-1 *et seq.*; Standards and Guidelines for Evaluating the Effect of Project on Environs (1998), Kansas State Historical Society; The National Historic Preservation Act of 1966 and amendments thereto; the National Register Bulletin #16: Guidelines for Completing National Register of Historic Places Forms, NPS; National Register Bulletin #24: Guidelines for Local Surveys: A Basis for Preservation Planning, NPS; Local Historic Resources Survey Manual, Kansas Historic Preservation Department; Harris, Cyril M., Dictionary of Architecture and Construction, McGraw-Hill, New York 1975.

(A) Accessory Structure - A subordinate structure or portion of the main structure, located on the same property and the use of which is clearly incidental to that of the main structure or to the use of the property on which it is located. Customary accessory structures include, but are not limited to, garages, carports, garden houses, small storage sheds, and children's playhouses.

(B) Adaptive Use

(1) The process of changing the use of a structure or property to a use other than that for which the structure or property was originally designed.

(2) A use for a structure or property other than the use for which it was originally designed. (Sometimes called adaptive reuse.)

(C) Adjacent - A structure or parcel having a common parcel boundary with or located immediately next to a structure or parcel.

(D) Administrator - The designated individual assigned by Douglas County to administer, interpret and enforce this Plan.

(E) Archeological Site - (See Site).

(F) Area - Properties, near to or adjacent to one another, capable of being described with such definiteness that their collective location may be established and boundaries definitely ascertained.

(G) Building - A structure, such as a house, barn, church, hotel, courthouse, city hall, social hall, commercial structure, library, factory, mill, train depot, theater, school, store or similar construction, created to shelter any form of human activity. The term may also refer to a small group of buildings consisting of a main building and subsidiary buildings which constitute an historically and functionally related unit such as a courthouse and jail, house and barn, mansion and carriage house, church and rectory, and farmhouse and related outbuildings.

(H) Certified Local Government (CLG) - A program of the National Park Service designed to promote the preservation of prehistoric and historic sites, structures, objects, buildings, and historic districts by establishing a partnership between the local government, the historic preservation department, a division of the Kansas State Historical Society, and the National Park Service. A certified local government carries out the purposes of the National Historic Preservation Act, as amended. Each certified local government is required to maintain a system of ongoing surveys compatible with the Kansas Historic Preservation Department process.

(I) Conservation (See Historic Preservation).



(J) Code Enforcement – the local regulation of building practices and enforcement of safety and housing code provisions, a principal tool to ensure neighborhood upkeep.

(K) Community Development Block Grant (CDBG) – A federal funding program that provides annual funding to eligible local governments for housing and community revitalization and development programs and for social services, particularly in low- and moderate-income areas.

(L) Comprehensive Plan – A document guiding the future growth and development of a specified geographic area and/or governmental entity. It provides a vision and direction for the governing body and a cohesive framework for decision-making.

(M) Context - A conceptual framework for determining the significant patterns that individual properties represent consisting of components that surround a resource and determine its meaning more clearly.

(N) Contributing (or Contributory) - A significant building, site, structure, or object which adds to the architectural qualities, historic association, or archeological values of an historic district because:

(1) It was present during the pertinent historic time; or

(2) It possesses integrity and reflects its significant historic character or is capable of yielding important information about the pertinent historic period.

(O) County - The governmental unit named Douglas County, Kansas.

(P) County Commission - The Governing Body of Douglas County, Kansas.

(Q) County Limits - The established governmental boundary of Douglas County, Kansas.

(R) Council - The Douglas County Heritage Conservation Council.

(S) Council Members - Members of the Heritage Conservation Council, unless otherwise indicated.

(T) Demolition - Any act or process that destroys in part or in whole a landmark or a structure within an historic district.

(U) Demolition by Neglect – The destruction of a building through abandonment or lack of maintenance or an act or process that threatens to destroy a building, structure, or object of a site by failure to maintain it in a condition of good repair and maintenance.

(V) Design Guideline - A standard of appropriate activity that guides rehabilitation and new construction efforts that preserve and enhance this historic, architectural, scenic or aesthetic character of an area.

(W) Designation – Official recognition of an historic landmark or historic district by the Council and the County Commission according to the procedures and provisions in this Heritage Conservation Plan.

(X) Developer - Any person who:

- (1) Causes real property to be used for development;
- (2) Sells, leases or develops; offers to sell, lease, or develop; or advertises for sale, lease or development any lot, plot, parcel, site, unit of interest, or structure for development; or
- (3) Engages directly or through an agent in the business or occupation of selling, leasing, developing, or offering for sale, lease or development, any lot, plot, parcel, site, unit of interest, or structure for development.

(Y) Development - A subdivision; the construction or reconstruction of streets and utilities, the construction, expansion or remodeling of structures; a change in the use of a structure or parcel, or the clearing of land.

(Z) District - (See Historic District).

#### **105. DEFINITIONS, CONTINUED.**

(A) Douglas County Register - The current Douglas County Register of Historic Places as prepared, approved and amended by the Heritage Conservation Council and authorized by resolution.

(B) Easement – A less-than-fee interest in real property acquired through donation or purchase and carried as a deed restriction or covenant to protect important open spaces, building facades, and interiors.

(C) Eminent Domain – The power of government to acquire private property for public benefit after payment of just compensation to the owners.

(D) Endangered Resource - A resource under a known or anticipated threat of damage to the integrity or existence of the resource, such as:

- (1) Immediate threat which will result in loss of or collapse of structure;
- (2) Immediate threat or destruction by private action; and
- (3) Condemnation for code violations. (Sometimes referred to as threatened resource.)

(E) Environs – Environment surrounding a historic landmark or within a district.

(F) Exterior Architectural Appearance - The architectural character and general composition of the exterior of a structure, including but not limited to the kind, color, and texture of the building material and the type, design, and character of all windows, doors, light fixtures, signs, and appurtenant elements.

(G) Fabric – The physical material of a building, structure, or community connoting an interweaving of component parts.

(H) Facade - The exterior face of a building which is the architectural front, sometimes distinguished by elaboration or architectural or ornamental details.

(I) Green Space – Land not available for construction and designated for conservation, preservation, recreation or landscaping.

(J) Historic District - An area designated as an historic district by the Heritage Conservation Council, pursuant to procedures prescribed herein, and which may contain within definable geographic boundaries one or more significant sites, structures or objects and which may have within its boundaries other properties or structures that, while not of such historic and/or architectural significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics of the significant sites, structures or objects located within the historic district.

(K) Historic Preservation - The study, identification, protection, restoration and rehabilitation of natural resources, buildings, structures, objects, districts, areas and sites significant in the history, architecture, archeology or culture of the county, state or nation.

(L) Historic Resources – Historic buildings, structures, objects, districts, areas, sites and archeological sites.

(M) Historically or Architecturally Significant - Possessing that quality present in an area, site, structure, object or district because of:

(1) Its character, interest, or value as part of the development, heritage or cultural characteristics of the community, county, state, or nation;

(2) Its location as a site of a significant local, county, state, or national event;

(3) Its identification with a person or persons who significantly contributed to the development of the community, county, state, or nation;

(4) Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

(5) Its identification as a work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state or nation;

(6) Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

(7) Its embodiment of design elements that make it structurally or architecturally innovative;

(8) Its unique location or singular physical characteristics that make it an established or familiar visual feature;

(9) Its character as a particularly fine or unique example of a utilitarian structure; including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance;

(N) Kansas Register - The current Register of Historic Kansas Places as prepared, approved and amended by the Kansas Historic Sites Board of Review and authorized by K.S.A. 75-2715 *et seq.*

(O) Key Contributing (Contributory) - A building, site, structure, or object of such an outstanding quality and state of conservation that it significantly adds to the architectural qualities, historic association, or archeological values of an historic district because:

- (1) It was present during the pertinent historic time;
- (2) It possesses integrity and reflects its significant historic character or is capable of yielding important information about the pertinent historic period; and,
- (3) It independently meets the standards and criteria of this Plan.

(P) Land Surface - The solid part of the exterior of the earth.

(Q) Landmark - A site, structure or object designated as a landmark by the Heritage Conservation Council, pursuant to procedures prescribed herein, that is worthy of rehabilitation, restoration, and preservation because of its historic and/or architectural significance to the County.

(R) Landscape – Natural or made-made features, including, but not limited to farmland, and natural resources changed for human purposes.

(S) Landscape Feature - Any element or component of outdoor open space including, but not limited to, fences, walls, retaining walls, gates, wells, sidewalks, walkways, driveways, parking lots, patios, terraces, decks, ground cover, trees, plants, outdoor furniture, exterior light standards, fountains, statuary, detached signs and other such elements.

(T) Marker - A sign used to label or identify a designated landmark or historic district as an architecturally significant property.

(U) National Register - The current National Register of Historic Places established by passage of the National Historic Preservation Act of 1966, 80 Stat. 915, 16 U.S.C. 470 *et seq.*, as amended.

(V) Natural Resources – Prairies, woodlands, waterways, habitats, wildlife corridors, open spaces, riparian areas, forest and environmentally sensitive areas, i.e., those areas which contain overlapping natural features such as steep slopes, woodlands, natural prairies, wetlands, hydric soils, lakes, streams and prominent ridgelines.

(W) Noncontributing (or noncontributory) - A building, site, structure, or object that does not add to the architectural qualities, historic association, or archeological values of a landmark or historic district because:

- (1) It was not present during the pertinent time; or

(2) Due to alterations, disturbances, additions, or other changes, it no longer possesses integrity nor reflects its significant historic character or is incapable of yielding important information about the pertinent historic period.

(X) Normal Maintenance and Repair - Any improvement or work for which a building permit is not required by county resolution or city ordinance, designed to correct deterioration, decay or damage and restore, as may be practical, a structure or property to the condition that existed prior to the deterioration, decay or damage.

(Y) Nuisances - Physical conditions (affecting land, water, groundwater, the air, noise levels, or other elements of the environment) that endanger human health or safety, injure persons or property, or constitute a clear danger to property.

(Z) Object - Those physical items that have functional, aesthetic, cultural, historical or scientific value and are relatively small in scale and simply constructed. While an object may be, by nature or design, movable, it should be located in a specific setting or environment appropriate to its significant historic use, role or character. Objects include, but are not limited to, sculptures, monuments, street signs, fence posts, hitching posts, mileposts, boundary markers, statuary, and fountains.

#### **106. DEFINITIONS, CONTINUED.**

(A) Owner(s) of Record - Those individuals, partnerships, firms, corporations, public agencies, or any other legal entity holding title to property but not including legal entities holding mere easements or leasehold interests. (May also be referred to as property owner(s).) Current owner(s) of record are those listed as owners on the records of the register of deeds.

(B) Period - A chronological division identified in the analysis of the historical development to an area or region (i.e., Victorian, Modern).

(C) Person - Any individual, firm, association, organization, partnership, business, trust, corporation, or company.

(D) Preservation - (See Historic Preservation).

(E) Preservation Easement - (See Easement).

(F) Project - Activities involving the issuance of a lease, permit, license, certificate or other entitlements for use, to any party by the County.

(G) Property - An area of land, undivided by any street, alley, railroad, stream, or similar physical feature, under common ownership or control, which is or will be occupied by one structure or land use, and any accessory structures and uses. A property could be made up of one or more lots of record, one or more portions of a lot or lots of record, or any combination thereof. The term shall include landscape features.

(H) Protection - The application of measures to defend, guard, cover or shield a building, site, structure, or object from deterioration, loss, attack, danger, or injury. In the case of buildings, structures or objects such measures generally are of a temporary nature and usually precede preservation measures. In the case of archeological sites, the protective measures may be temporary or permanent.

(I) Reconstruction/Reconstruct - The reproduction of the exact form and detail of a vanished building, site, structure or object or a part thereof, as it appeared at a pertinent time using both original and modern materials and based on precise historical documentation and physical evidence.

(J) Register - (See Douglas County Register.)

(K) Rehabilitation/Rehabilitate - The act of returning a building, site, structure or object to a useful state through its repair and/or alteration while retaining the characteristic features of the property which are significant to its historical and architectural value.

(L) Remodeling - Modification and modernization of a structure or property without striving to return to or replicate the original historical and architectural character of the structure or property.

(M) Removal - Any relocation of a structure in whole or in part on its site or to another site.

(N) Repair - Any change to a structure or object that is not construction, removal or alteration.

(O) Resource - Any building, site, structure, object or area that constitutes a source of present and future usefulness.

(P) Restoration/Restore - The act of accurately recovering the form and details, based on precise historical documentation and physical evidence, of a building, site, structure or object as it appeared at a pertinent time including the removal of improvements that are not appropriate and the replacement of missing or deteriorated features.

(Q) Right-of-Way - A strip of land occupied or intended to be occupied by a street, crosswalk, footpath, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, or for another special use.

(R) Sign - Any surface, fabric, device or display designed to visually convey information to the general public.

(S) Significant - (See Historically or Architecturally Significant).

(T) Site - The location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined or vanished, where the location itself possesses historic, cultural or archeological value regardless of the value of any existing structure. Examples of sites include habitation sites, burial sites, village sites, hunting and fishing sites, ceremonial sites, battlefields, ruins of historic buildings and structures, campsites, designed landscapes, natural features, springs, and landscapes having cultural significance.

(U) Stabilization - Taking measures to return an unsafe or deteriorated building, site, structure or object to a safe and secure condition while maintaining the existing form and detail of the building, site, structure or object.

(V) Street - A right-of-way, other than an alley, dedicated to the public use, which provides principal access to adjacent properties.

(W) Structure - Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground, including, but without limiting the generality of the foregoing: buildings, fences, gazebos, advertising signs, billboards, backstops for tennis courts, radio and television antennae, including supporting towers, and swimming pools.

(X) Studies – In-depth efforts to understand the history of Douglas County through surveys of buildings and natural resources with additional research into the stories of residents and communities with the County.

(Y) Style - The specific identifying characteristics of a building both as it appears to the eye and as it is known to exist in design and structure.

(Z) Survey - An architectural and historical examination of historic resources to identify historic properties within an area.

## **107. DEFINITIONS, CONTINUED**

(A) Threatened Resource - (See Endangered Resource).

(B) Use - The specific purpose for which a structure or property is utilized.

(C ) Utilitarian Structure - A category of structures intended primarily to serve a utilitarian or useful function rather than for beauty. Utilitarian structures may include, but are not limited to, structures used for agriculture, transportation and industry and certain moderate residential buildings.

## **ARTICLE 2. HERITAGE CONSERVATION COUNCIL**

### **201. MEMBERSHIP**

The Heritage Conservation Council shall consist of seven (7) members who are Douglas County residents, and who demonstrate an interest in historic preservation and conservation of the County's natural and cultural heritage. Efforts should be made to balance the representation of all communities and unincorporated areas in the County. All members will be appointed and approved by the Douglas County Commission. Three (3) members shall be a diversity of preservation-related professionals, as defined by the National Park Service and recognized by the relevant standards of their respective profession, such as architect, architectural historian, archeologist, historian, landscape architect, and planner. The remaining four (4) members shall be a diversity of either professionals or lay persons with interest infields closely related to agriculture, tourism, unique and significant lands, ecology, geography, natural science, economic development, history or environment. At least one (1) preservation professional shall be on each subcommittee of the Council. The requirement of preservation-related professionals may be waived if Douglas County can provide acceptable written documentation to the Historic Preservation Office that it has made a reasonable effort to fill those positions.

### **202 TERMS OF OFFICE**

Appointments to the Heritage Conservation Council shall be for three (3) years, excepting the first Council which shall consist of two (2) members serving for one (1) year, two (2) members serving for two (2) years, and three (3) members serving for three (3) years. A member may not serve more than two (2) full consecutive terms. The County Commission shall fill vacancies within sixty (60) days. Vacancies shall be filled for the unexpired term only.

## **203. OFFICERS**

Officers shall consist of a Chair and Vice-Chair elected by the members of the Council who shall each serve a term of one year and shall be eligible for re-election; but no member shall serve as Chair for more than two consecutive years. The Chair shall preside over meetings. In the absence of the Chair, the Vice-Chair shall perform the duties of the Chair. If both are absent, a Temporary Chair shall be elected by those present.

## **204. MEETINGS; QUORUM; VOTING; MINUTES**

(A) A quorum shall consist of a majority of the members. Decisions or actions of the Council shall be made using the consensus decision making rule, or by a majority vote if consensus cannot be reached. Meetings shall be held at the discretion of the Council, with at least two of the meetings at the beginning of each calendar year; additional meetings shall be on the call of the Chair. No member of the Council shall vote on any matter that may materially or apparently affect the property, income, or business interest of that member. No member of the Council may vote by proxy. Final decisions regarding property will be made by the County Commission. The Chair, and in his or her absence the Acting Chair, may request the attendance of witnesses.

(B) All meetings of the Heritage Conservation Council shall be open to the public. The Council shall keep records of its examinations and other official actions, all of which shall be filed in the office of the County Planning Department, and with the State Historic Preservation Office at the same time distributed to the members, and shall be a public record.

## **205. POWERS & DUTIES**

(A) All of the powers and duties enumerated herein are subject to the approval, denial, or modification by the County Commission. All quasi-judicial decisions made by the County Commission are subject to appeal to the District Court, pursuant to K.S.A. 19-223. Further, all funds necessary to carry out the purpose of this Resolution shall be approved and appropriated only by the County Commission.

(B) In addition to other responsibilities, the Heritage Conservation Council shall:

(1) Adopt its own bylaws and other procedural regulations, to be made available to the public, subject to the laws of the State of Kansas and Douglas County, which shall include attendance requirements and cover potential conflicts of interests;

(2) Keep a register of all properties, lands, and structures that have been designated as landmarks or historic districts, including all information required for each designation;

(3) Administer and preside over all aspects of the Natural & Cultural Heritage Grant Program. This includes evaluating and recommending to the County Commission which projects shall receive funding;

(a) Final recommendations and decisions by the council are subject to an appeal process before the County Commission;

(4) Work in concert with the State Historic Preservation Officer and observe the State Preservation Act, contained at K.S.A. 75-2701 *et seq.*, as amended and comply with the



provisions of the National Historic Preservation Act of 1966, including the provisions protecting access to sensitive areas contained at 16 U.S. C. 470w-3(b), and the corresponding state law provisions contained in the Open Records Act, K.S.A. 45-215, *et seq.*, as amended;

(5) Comply with all requirements of the State Historic Preservation Officer to maintain its status as a Certified Local Government;

(6) Make recommendations regarding any National Register nominations upon request of the State Historic Preservation Officer;

(7) Investigate and recommend to the County Commission the adoption of County resolutions designating sites, structures, land, and objects having special historical, natural, community, or architectural value as landmarks to the Douglas County Register of Historic Places;

(8) Investigate and recommend to the County Commission the adoption of resolutions designating areas having special historic, community, agricultural, natural, or architectural value as historic districts to the Douglas County Register of Historic Places; and

(9) Review this Heritage Conservation Plan at least every two (2) years and make a report containing the following:

(a) An assessment of progress in preserving the architecturally, historically, and naturally important resources of the County;

(b) An analysis of numbers, types, locations, and dispositions of applications for designation and certificates of appropriateness, appeals, and variances as provided for in this resolution;

(c) An assessment of the progress and performance in educating the citizenry about the value of heritage preservation; and

(d) An analysis of the validity of this Heritage Conservation Plan and recommendations for changes.

(C) In addition to other responsibilities, the Heritage Conservation Council may:

(1) Conduct ongoing studies of natural and cultural heritage resources, including but not limited to historically and architecturally significant properties and lands, structures, and areas that exemplify the cultural, social, economic, political, agricultural, environment, or architectural history of the nation, region, state, or county;

(2) Determine an appropriate system of markers and make recommendations for the design and implementation of specific markings of the streets and routes leading from one landmark or heritage district to another;

(3) Advise and assist owners of properties or structures within the County on physical and financial aspects of preservation, renovation, rehabilitation, and reuse, and on

procedures for inclusion on the Douglas County, Kansas and National Registers of Historic Places;

(4) Review and comment on any Kansas and National Register nominations submitted to the Council upon request of the County Commission and/or the State Historic Preservation Officer;

(5) Inform and educate the citizens of the County concerning the historic, natural, and architectural heritage of the County by producing maps, newsletters, brochures, pamphlets, books, and/or other appropriate materials, and hold public programs at least twice a year available, and free of charge, to the general public;

(6) Review and comment upon proposed zoning amendments, applications for special use permits, applications for zoning variances, or subdivision applications that affect proposed or designated landmarks and heritage districts. The Director of Planning or the Director of Zoning & Codes, depending upon who is responsible for scheduling the hearing, shall cause copies of all applications for zoning amendments, subdivision approvals, and variances for sites designated as landmarks or within the area of a designated heritage district, to be sent to the Council no less than ten (10) days prior to the date of the hearing by the Lawrence-Douglas County Planning Commission or the Board of Zoning Appeals;

(7) Administer on behalf of the County any full or partial property interest in real property, including easements, that the County may have or accept as a gift or otherwise, upon acceptance of the interest in real property and authorization and approval of such administration by the County Commission;

(8) Seek, accept, and administer on behalf of the County such gifts, grants, and money as may be appropriate for the purposes of this Plan. Such money may be expended for publishing maps and brochures or for hiring a staff person(s) or consultants or performing other appropriate functions for the purpose of carrying out the duties and powers of the Council;

(9) Call upon available County staff members, citizens and other experts for technical advice;

(10) Recommend retaining such specialists or consultants or recommend the appointment of such *ad hoc* citizen advisory committees as may be required or helpful from time to time;

(11) Testify before all boards and commissions, including the Lawrence-Douglas County Planning Commission and Board of Zoning Appeals, on any matter affecting historic, natural, and architecturally significant property, structures, and areas;

(12) Confer recognition upon the owners of landmarks, property or structures within heritage districts by means of certificates, plaques or markers;

(13) Periodically review the County's Zoning Regulations and Subdivision Regulations and recommend to the Lawrence-Douglas County Planning Commission and the County Commission any amendments appropriate for the protection and continued use of landmarks or property and structures within heritage districts;

(14) Attend a heritage preservation-related workshop each year with the aid of County funds, if available; and

(15) Undertake any other action or activity necessary or appropriate to the implementation of its powers and duties or implementation of the purpose of the Heritage Conservation Council.

### **ARTICLE 3. SURVEYS AND INVENTORY**

#### **301. SURVEYS.**

The Council shall conduct ongoing County-wide surveys of natural and cultural heritage resources, including but not limited to historically and architecturally significant properties and lands, structures, sites and areas that exemplify the cultural, social, economic, political, agricultural, environmental, or architectural history of the nation, region, state or county. All properties surveyed shall be inventoried in a form compatible with the current Kansas Historic Resources Inventory Form and with the State comprehensive historic preservation planning process. All inventory material shall be available to the public and kept up-to-date.

### **ARTICLE 4. LANDMARK AND HISTORIC DISTRICT REGULATIONS**

#### **401. DOUGLAS COUNTY REGISTER OF HISTORIC PLACES.**

(A) There is hereby established a Douglas County Register of Historic Places, which shall include:

(1) A description of all buildings, structures, sites, landscapes and objects designated as landmarks.

(2) A description of the boundaries of each area designated as an historic district.

(3) The boundaries of landmarks and historic districts shall be recorded on the zoning map of the County. A current copy of the Douglas County Register of Historic Places shall be kept on file in the office of the planning administrator.

(B) Landmarks may include, but are not limited to, any:

(1) Exterior of a structure;

(2) Landscape feature or object.

(C) Historic district may include, but are not limited to, two (2) or more structures and/or properties. Individual buildings, sites, structures and objects within designated historic districts shall be classified as key contributing, contributing or noncontributing.

(D) The Register shall be maintained by the Council as an Appendix to this resolution as if fully set out herein.

(E) Maps of each historic district shall be prepared by the applicants, and approved by the Council, identifying each building, site, structure and object with respective classification, and

provided to property owners within the district, and filed with the Register of Deeds of Douglas County, Kansas.

(F) Designation to the Douglas County Register of Historic Places will be made by the Douglas County Commission, on recommendation of the Council.

#### **402. NOMINATION OF LANDMARKS AND HISTORIC DISTRICTS.**

(A) Nominations may be made only by application in the form approved by the Heritage Conservation Council. Application for nomination of a site, structure or object for designation as a landmark or of an area for designation as an historic district may be made by the consent of the owner(s) of record of the nominated property or structure; or in the case of an historic district, by the unanimous consent of the owners of record of property in a proposed historic district.

(B) The application shall contain, at the least:

- (1) The legal description and addresses of the pertinent structures and/or properties and a description of the environs thereof; and
- (2) A statement of historic significance of the nominated property, using the criteria for designation, listed below.

#### **403. CRITERIA FOR DESIGNATION.**

(A) The Heritage Conservation Council shall, upon such investigation as it deems necessary, make a determination as to whether a nominated site, structure, object or area possesses significant historical, archeological and/or architectural qualities and thus qualifies for designation pursuant to one (1) or more of the following criteria:

- (1) Its character, interest or value as part of the development, heritage or cultural characteristics of the community, county, state or nation;
- (2) Its location as a site of a significant local, county, state or national event;
- (3) Its identification with a person or persons who significantly contributed to the development of the community, county, state or nation;
- (4) Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period type, method of construction or use of indigenous materials;
- (5) Its identification as a work of a master builder, designer, architect or landscape architect whose individual work has influenced the development of the community, county, state or nation;
- (6) Its embodiment of elements of design, detailing, materials or craftsmanship that render it architecturally significant;
- (7) Its embodiment of design elements that make it structurally or architecturally innovative;
- (8) Its unique location or singular physical characteristics that make it an established or familiar visual feature;

(9) Its character as a particularly fine or unique example of a utilitarian structure; including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance;

(10) Its significance as a site of prehistoric or historic occupation or activity possessing significant archeological value; and

(11) Its character, interest, or value as a cultural or natural resource.

(B) Any site, structure, object or area that meets one (1) or more of the above criteria shall also have sufficient integrity of location, design, materials, feeling, association and setting to make it worthy of preservation or restoration.

#### **404. DESIGNATION OF LANDMARKS AND HISTORIC DISTRICTS.**

##### **404.1 SAME; PROCEDURES AFTER APPLICATION SUBMISSION.**

Upon receipt of an application nominating a site, structure or object for designation as a landmark, or nominating an area for designation as an historic district, the following procedures shall apply:

(A) The Administrator shall set the date of a public hearing before the Council concerning the application. The hearing shall be held within sixty (60) days following receipt of a completed application. The hearing may be held during a regular meeting of the Council or during a special meeting of the Council called in part for that purpose, and may be continued for good cause shown.

(B) The Administrator shall publish a notice of the public hearing in the official County newspaper, as required. The notice shall specify the time and place of the hearing, the subject matter of the hearing, and invite all interested persons to appear and be heard.

(C) Within ten (10) days after publication of the public notice, the Administrator shall cause a copy of the public notice to be served as follows:

(1) By first class mail to all record owners of property within an owner-nominated landmark or historic district;

(2) By first class mail, ~~or~~ hand delivery, or e-mail to the Lawrence-Douglas County Metropolitan Planning Commission and all organizations that have submitted a written request to the Administrator within the last year to receive such notices.

(D) The Administrator shall prepare a staff report in conjunction with Lawrence-Douglas County Metropolitan Planning Commission (Planning Commission). The staff report shall be completed and available to the public at the office of the Planning Commission at least seven (7) days prior to the public hearing before the Council. The staff report shall contain a legal description of the proposed landmark or historic district, public hearing date and location, name(s) of the applicant and owner(s), requested action, history summary, architectural integrity summary, context description, planning and zoning considerations, positive or negative effects of the designation,

fiscal comments, summary of applicable designation criteria, and any other information deemed pertinent by the Administrator.

(E) Prior to the hearing of the completed application before the Council, the Administrator shall notify the Council and the Planning Commission of the case and shall transmit to them copies of the application and staff report, proof of service of notice required by subsections (D) 1, and 2 above, copies of any associated correspondence, and such other reports and materials as are deemed pertinent by the Administrator. The application shall not be considered complete until each of the public notice requirements and time requirements have been met.

#### **404.2 SAME; PUBLIC HEARING BEFORE COUNCIL.**

(A) The public hearing before the Council may be adjourned from time to time. The Administrator shall make what recommendations the Administrator deems appropriate. Comments shall also be received from the Lawrence-Douglas County Planning Commission, owners of affected property, and all other persons who have an interest in the proceedings.

(B) Following the hearing, the Council shall adopt by resolution a recommendation to be submitted to the County Commission for either (a) designation as a landmark or historic district; (b) denial of designation as a landmark or historic district; or, (c) not to make a recommendation. The resolution shall be accompanied by a report to the County Commission containing the following information:

(1) Explanation of the significance or lack of significance of the nominated landmark or historic district as it relates to the criteria for designation as set forth in Section 403;

(2) Explanation of the integrity or lack of integrity of the nominated landmark or historic district;

(3) In the case of a nominated landmark found to meet the criteria for designation, the Council shall identify the significant exterior architectural features of the nominated landmark that should be protected;

(4) In the case of a nominated historic district found to meet the criteria for designation, the staff shall identify:

(a) The types of significant exterior architectural features of the structures within the nominated historic district that should be protected;

(b) A list of all key contributing, contributing and noncontributing sites, structures, objects and natural resources within the historic district;

(5) The relationship of the nominated landmark or historic district to the ongoing effort of the Council to identify and nominate all potential areas and sites, structures, objects and natural resources that meet the criteria for designation; and

(6) A map showing the location of the nominated landmark or the boundaries of the nominated historic district.

(C) If the Council recommends denial of a nomination, the recommendation may be accompanied by a statement of the reasons for the denial. The Council may make recommendations to the applicant concerning changes, if any, in the proposed action that would

cause the Council to reconsider its recommendation of denial and shall confer with the applicant and attempt to resolve as quickly as possible the differences between the owner and the Council.

(1) The applicant may resubmit an amended nomination which addresses the reasons for the denial of the Council's recommendation, or the applicant may appeal the recommendations for denial to the County Commission in accordance with the appeals procedures set out herein.

(D) The Council may recommend and the County Commission may amend or rescind designation of a landmark or historic district in the same manner and procedure as is followed in a designation of a landmark or historic district. A designated landmark or historic district may only be considered for amendment or rescission in the event that the integrity of the designated landmark or historic district is substantially impaired or destroyed by accidental or natural causes.

#### **404.3 SAME; PUBLIC HEARING BEFORE COUNTY COMMISSION.**

(A) The County Commission shall consider the application at a public hearing. The public hearing may be during a regularly scheduled meeting. Prior to that hearing, the County Commission shall be provided with the record of the proceedings before the Council. The County Commission may approve a resolution designating a nominated site, structure or object as a landmark, or designating an area as an historic district in accordance with the findings of the Council. The County Commission may also recommend submittal of an application to nominate the proposed landmark or historic district for listing on the Kansas or National Registers of Historic Places.

#### **404.4 SAME; NOTICE OF DESIGNATION.**

(A) Within seven (7) days after approval of the nomination by the County Commission, the Administrator shall notify in writing the owner of each structure or property designated as a landmark or included within an historic district. The notice shall outline the results of such designation. The Administrator, as soon as reasonably possible, shall notify the County Building Official and the County Director of Planning of the designation in the manner requested by the county officials.

(C) The Administrator shall cause to be recorded in a timely manner at the Douglas County Register of Deeds a record of any designation of a landmark, historic district, amendment of such designation, or rescission of such a designation.

(D) The designation of a landmark or historic district shall in no way alter the uses permitted by the existing zoning classification or district of the properties so designated. A desire to change permitted uses shall require the filing of an application requesting a zoning change as provided by the County Zoning Regulations.

#### **405. RESERVED.**

#### **406. RESERVED.**

**ARTICLE 5. RESERVED.**

**ARTICLE 6. RESERVED.**

**ARTICLE 7. PUBLIC HEARINGS**

**701. NOTICE.**

Whenever a public hearing is required by this Plan, and unless otherwise provided by this Plan, notice of the time, place and subject of such public hearing shall be given as provided in this Plan and, and as otherwise required by the rules and procedures of the Douglas County Commission:

(A) By publication in the official County newspaper at least once prior to the date of such public hearing, as required.

(B) If the hearing concerns an appeal, notice of such hearing shall also be given by mail to the person(s) filing such appeal or application.

**702. BURDEN OF PROOF.**

(A) In all hearings the burden of establishing that the requirements and criteria are met for any action shall be upon the party requesting that such action be taken.

(B) A matter on appeal to the County Commission shall be heard de novo.

**703. CONDUCT OF HEARINGS.**

(A) Public hearings shall be conducted in a manner which allows all interested persons an opportunity to present relevant and non-repetitious information concerning the subject matter of the hearing. The body conducting the hearing may impose reasonable time limitation on comments by the general public.

(B) Minutes shall be kept of such hearings and shall identify the subject matter of the hearing, the persons who testified at such hearing, and the determination made by the body conducting the hearing.

(C) Applicants and appellants may be represented by counsel and shall be allowed a reasonable opportunity to rebut any information presented in opposition to their application or appeal. However, this shall not be construed to require that applicants or appellants be allowed to question opposing witnesses.

**ARTICLE 8. PROPERTY OWNED BY PUBLIC AGENCIES**

**801 PROPERTY OWNED BY PUBLIC AGENCIES.**

Many of the historically and architecturally important buildings, sites, structures, and objects are owned by government entities. The preservation of buildings, sites, structures, objects, natural resources and districts significant in American history, architecture, archeology, engineering, and culture is established as national policy in the National Historic Preservation Act of 1966, as



amended. The Kansas Historic Preservation Act, as amended, declares that the historical, architectural, archeological, and cultural heritage of Kansas is an important asset of the state and that its preservation and maintenance should be among the highest priorities of government. To accomplish the adopted policies of the federal and state governments and to accomplish the purposes of this Plan, the following regulations promote the preservation of publicly-owned historically and architecturally significant buildings, sites, structures, and objects, and natural resources.

(A) For properties owned by the County and located in the unincorporated territory of the County, the Council may recommend, and the County Commission may authorize, the submittal of a proposed nomination of a building, site, structure, object, or district to the Douglas County Register of Historic Places, the Register of Historic Kansas Places, or the National Register of Historic Places.

(B) To further the purposes of this Plan, the Council may enter into agreements with other units of government. The Council may recommend and the County Commission may authorize on behalf of the County, entering into such agreements. Such agreements may address:

- (1) Designation of landmarks and historic districts;
- (2) Administration of the use of preservation fund resources;
- (3) Improvements to landmarks, properties in historic districts, and properties adjacent to landmarks or historic districts;
- (4) Efforts to encourage the maintenance of landmarks and properties in historic districts;
- (5) Other mutually acceptable provisions.

## **ARTICLE 9. HISTORIC RESOURCE ADMINISTRATOR**

### **901. DUTIES OF ADMINISTRATOR.**

The Administrator shall have the following responsibilities:

- (A) Develop application forms and establish procedures consistent with this Plan;
- (B) Be responsible for recording/taking minutes at each Council meeting;
- (C) Be responsible for publication and distribution of copies of the minutes, reports and decisions of the Council to the members of the Commission;
- (D) Give notice as provided in this Plan or by law for all public hearings conducted by the Council;
- (E) Advise the County Commission of vacancies on the Council and expiring terms of members;
- (F) Prepare and submit to the County Commission a complete record of the proceedings before the Council on any matter requiring County Commission consideration;

(G) Receive, review, process, and refer to the Council and the County Commission applications for designation of landmarks and historic districts, preservation easements, and appeals provided for in this Plan;

(H) Record and file approved landmark and historic district designations, preservation easements, and decisions on appeal;

(I) Maintain an up-to-date copy of the map of landmarks and historic districts, as necessary;

(J) Maintain agenda, minutes, and records of all meetings of the Council including voting records, attendance, resolutions, findings, determinations, and decisions; and

(K) Educate, communicate and inform the residents of Douglas County pursuant to the purpose of this Plan.

## **ARTICLE 10. INCENTIVES AND EASEMENTS**

### **1001. CONDITIONAL USE PERMIT.**

To make the preservation of historically significant structures more economically feasible, the Council may recommend to the Lawrence-Douglas County Planning Commission and the County Commission that a conditional use permit be granted for landmark or historic districts as an alternative zoning category to permit appropriate functions such as bed and breakfast accommodations, house museums, art galleries, and other appropriate specialty uses.

### **1002. PRESERVATION EASEMENTS.**

Conservation easements for land designated as landmarks or included in historic districts or preservation easements on the facades of buildings designated as landmarks or structures of merit may be acquired by the County or other appropriate groups of persons through purchase, donation or condemnation pursuant to the laws of the State of Kansas. A preservation easement would include any easement, restriction, covenant or condition running with the land designed to preserve or maintain the significant features of such landmarks or structures.

### **1003. RESERVED.**

### **1004. PRESERVATION FUND.**

(A) There is hereby established a preservation fund. The fund shall be administered as directed by and according to any limitations and regulations imposed by the County Commission and according to state law. The County may apply for, receive, and place in the fund any federal, state, local, or private gifts, grants, fees, grants-in-aid or bequests. The County Commission may budget and incorporate County revenues into the fund. Fees and fines imposed according to this Plan shall be placed in the fund.

(B) The Council may recommend, and the County Commission may approve, on a case by case basis, that the resources of the Douglas County preservation fund be used for:

(1) The purchase of fee simple title to landmarks or properties located in an historic district;

- (2) The purchase of conservation or preservation easements regarding landmarks or properties located in an historic district;
- (3) The purchase of fee simple title to landmarks or properties located in an historic district with the eventual objective of property resale subject to a preservation easement;
- (4) Payment of installments and fees according to a contract to purchase fee simple title to landmarks or properties located in an historic district or a preservation easement regarding a landmark or properties located in an historic district;
- (5) Grants and/or loans to owners, developers, and organizations for preservation and/or rehabilitation of landmarks and properties in an historic district;
- (6) Grants and/or loans to organizations for programs and projects designed to achieve one or more of the purposes of this Plan;
- (7) The maintenance of landmarks and properties in historic districts or maintenance of preservation easements;
- (8) The costs of conducting and preparing surveys of historically and architecturally important buildings, sites, structures and objects;
- (9) The costs of preparing nominations of buildings, sites, structures or objects to the State Register or the National Register;
- (10) The costs of the preparation and preservation of reports, instructions, brochures, meetings, maps, press releases, conferences, and other measures designed to acquaint citizens, owners, and developers of the purposes and provisions of this Plan; and
- (11) Reasonable administrative, planning, architectural, engineering, financial, real estate, appraisal, and/or legal costs associated with the purchase of property, the purchase and enforcement of preservation easements, the sale of property, the negotiation of contracts, the preparation of a grant application, and legal actions.

(C) The Council may recommend, and the County Commission may approve, criteria, standards, rules, limitations, and regulations for projects and programs established pursuant to the requirements of this section.

**1005. HISTORIC CONSERVATION AWARD PROGRAM.**

Preservation-related activities may be reviewed and awards given at appropriate times and may be given in some or all of the following categories as the Council deems appropriate:

Adaptive Use

Preservation Project

Restoration/Renovation

(A) Residential

(B) Commercial

Exterior Paint

Architectural Design

Contractor

Real Estate Sales Person

Significant Preservation Contributor

The Council may add other appropriate categories to the award program. Winners of the awards may receive plaques and/or certificates.

## **ARTICLE 11. FEES**

### **1101. FEES.**

(A) There shall be a \$50 fee to be paid by the persons nominating an historic district, and a \$10 fee to be paid by persons nominating a landmark. These fees shall be paid at the time of filing the application for nomination. All fees received shall be placed in the preservation fund. Fees may be waived for good cause.

## **ARTICLE 12. MINIMUM MAINTENANCE REQUIREMENT**

### **1201. MINIMUM MAINTENANCE REQUIREMENT.**

All real property, and any building, structure, or utility thereon designated as an historic landmark or contributory and key contributory properties located within an historic district, whether owned or controlled privately or by any public body, shall receive reasonable care, maintenance and upkeep appropriate or its protection, preservation, enhancement, perpetuation, or use in compliance with the terms of this Plan and the applicable resolutions and other regulations of the County.

## **ARTICLE 13. CIVIL ACTION**

### **1301. CIVIL ACTION.**

Any person who willfully constructs, reconstructs, alters, restores, renovates, relocates, stabilizes, repairs or demolishes any building, object, site, or structure in violation of this Plan shall be required to return the building, object, site, or structure to its appearance and setting prior to the violation. Any action to enforce this provision shall be brought by the County. In the event that the cost of returning the building, object, site or structure to its appearance or setting prior to the violation exceeds fifty percent (50%) of the value of the building, object, site or structure, the offender shall make restitution in the form of either reconstructing the building, object, site or structure to its appearance and setting prior to the violation or paying to the preservation fund a dollar amount equivalent to the cost of reconstruction. This civil remedy shall be in addition to, and not in lieu of, any criminal prosecution and penalty otherwise authorized by state law or county resolution.

**CERTIFIED LOCAL GOVERNMENT AGREEMENT**

Pursuant to the provisions of the National Historic Preservation Act, as amended (Act), to applicable federal regulations (36 CFR 61), and to the Procedures for Implementation of Certified Local Governments in Kansas, as amended, Douglas County, Kansas (County) agrees to:

1. Enforce the appropriate legislation for the designation and protection of historic properties and cooperate with the State Historic Preservation Officer (SHPO) in these matters as referenced in the “Requirements for Certification of Local Governments in Kansas” section of the Procedures for Implementation of Certified Local Governments in Kansas, as amended.
2. Maintain an adequate and qualified historic preservation review commission composed of professional and lay members as described in “Requirements for Certification of Local Governments in Kansas” section of the Procedures for Implementation of Certified Local Governments in Kansas, as amended.
3. Maintain a system for the survey and inventory of historic properties as referenced in “Requirements for Certification of Local Governments in Kansas” section of the Procedures for Implementation of Certified Local Governments in Kansas, as amended.
4. Provide for adequate public participation in the historic preservation program, including the process of recommending properties to the National Register as referenced in the “Certified Local Government Participation in the National Register Process” section of the Procedures for Implementation of Certified Local Governments in Kansas, as amended.
5. Adhere to all Federal requirements for the Certified Local Government Program.
6. Adhere to all other requirements outlined in Procedures for Implementation of Certified Local Governments in Kansas, as amended, and issued by the Kansas State Historic Preservation Office.
7. Adhere to all requirements mandated by Congress regarding use of federal historic preservation funds including maintaining an adequate financial management system and requirements outlined in the Historic Preservation Fund Grants Manual.

Upon its designation as a Certified Local Government (CLG), the County shall be eligible for all rights and privileges of a CLG specified in the Act, Federal procedures, and procedures of Kansas. These rights include eligibility to apply for available CLG grant funds in competition only with other Certified Local Governments. If Historic Preservation Fund grants set aside for Certified Local Governments should be awarded to the County by the SHPO, the transfer of such funds and the requirements governing their use will be handled in a separate grant agreement.

**STATE:**

**DOUGLAS COUNTY, KANSAS:**

\_\_\_\_\_  
SHPO or Designee

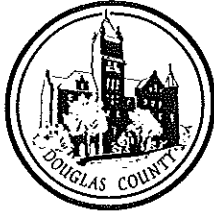
\_\_\_\_\_  
Chief Elected Official

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street  
Lawrence, KS 66044-3350  
(785) 832-5293 Fax (785) 841-0943  
dgcopubw@douglas-county.com  
www.douglas-county.com

**Keith A. Browning, P.E.**  
Director of Public Works/County Engineer

### MEMORANDUM

TO : Board of County Commissioners

FROM : Keith A. Browning, P.E., Director of Public Works *KAB*  
Michael D. Kelly, L.S., County Surveyor *MK*

DATE : December 14, 2012

RE : Drainage Structure Replacement; Structure No. 3.88N – 16.68E  
Acquisition of Easement; Consent agenda

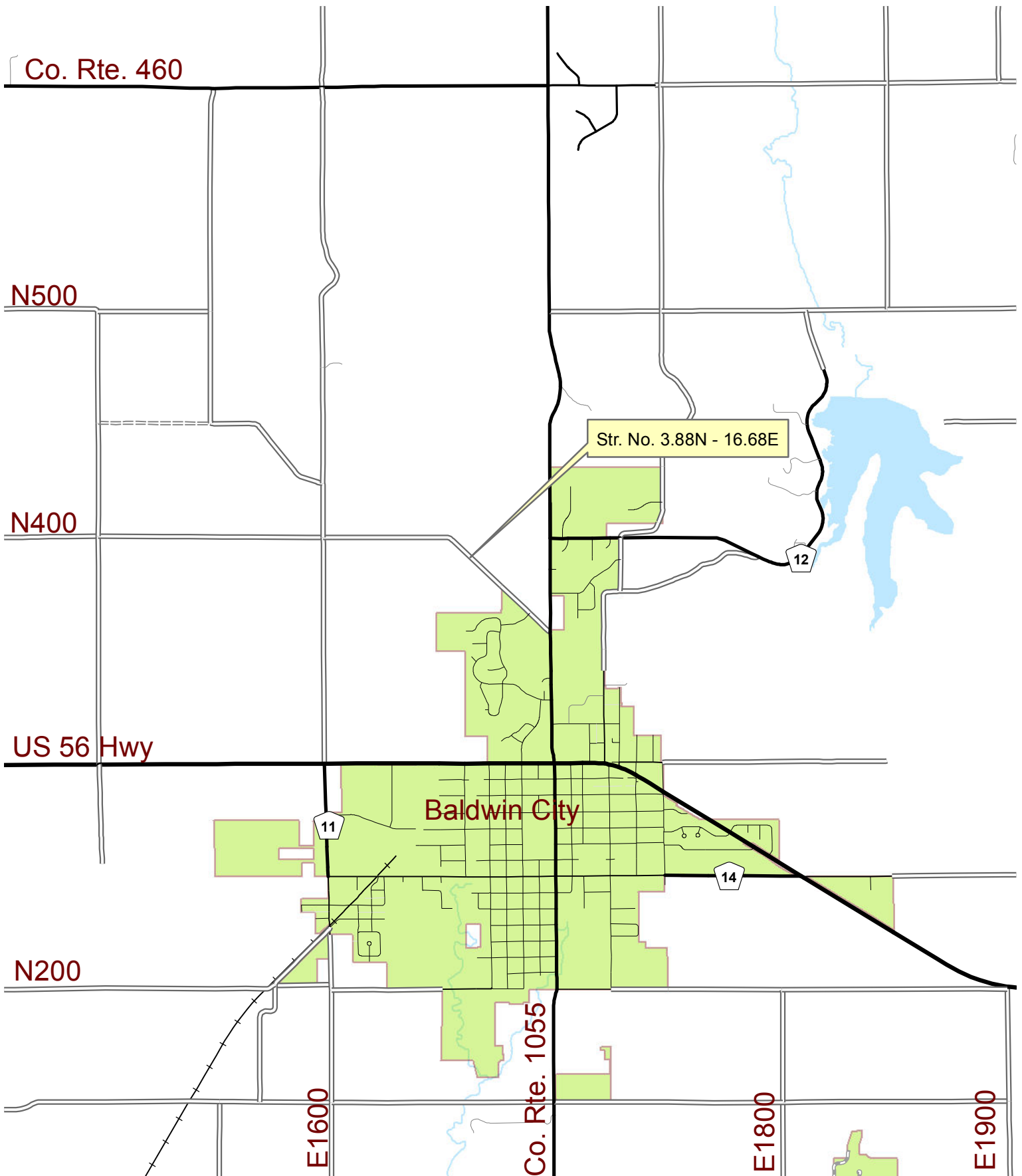
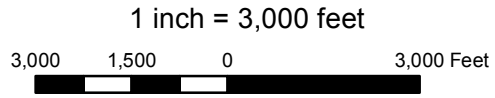
A project has been designed to replace a deficient drainage structure located approximately 1/3 mile west of County Route 1055 on N400 Road. Plans were developed in-house and negotiations with the pertinent landowners for permanent easement have been completed.

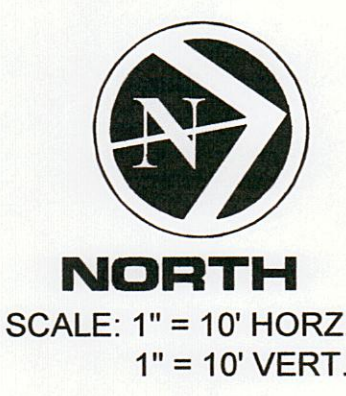
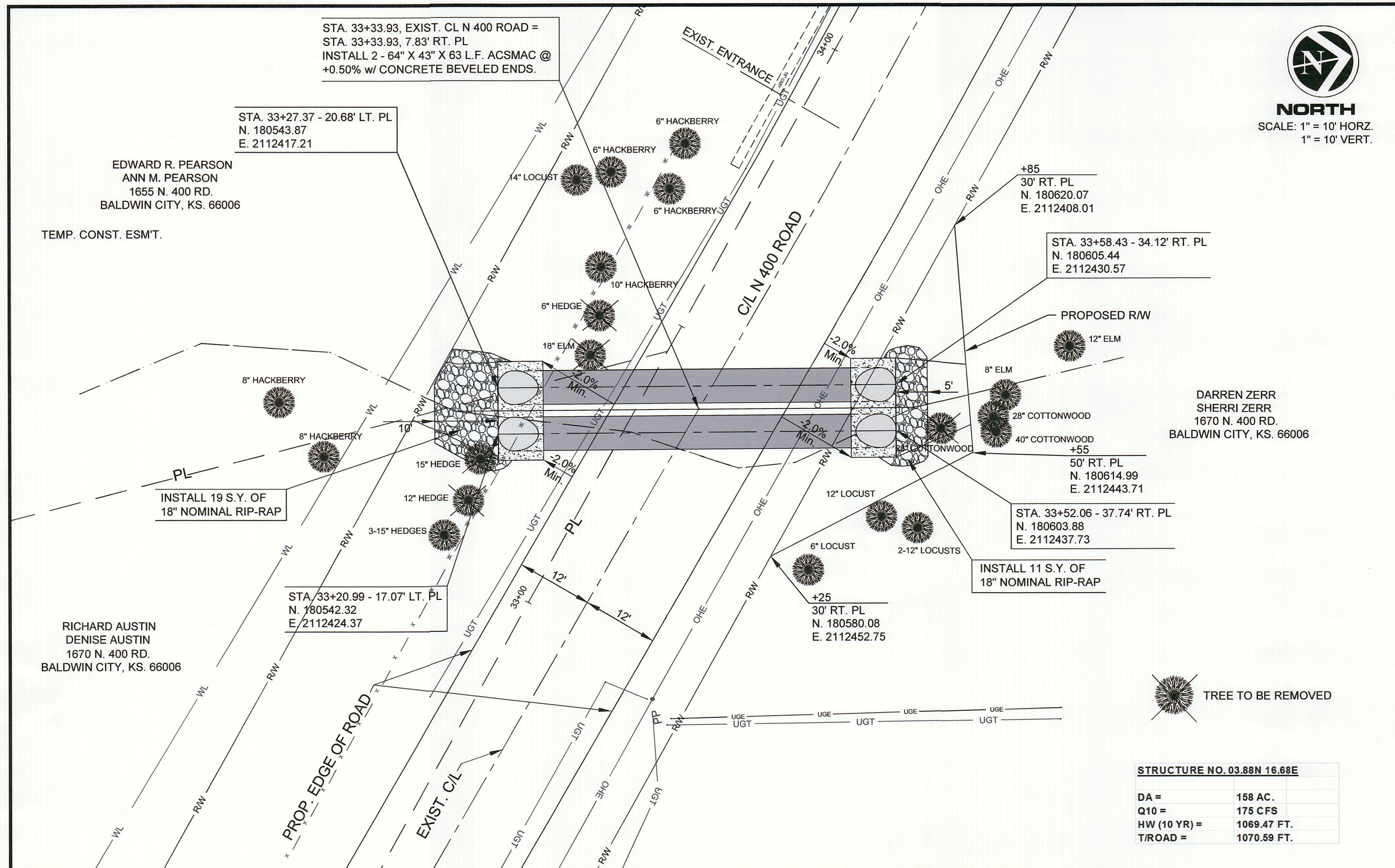
Construction is planned for January 2013 and will be accomplished using county personnel.

To ensure the proper completion of a necessary construction project approval is recommended for the attached CONTRACT FOR HIGHWAY PURPOSES.

**ACTION REQUIRED:** Consent agenda approval of the CONTRACT FOR HIGHWAY PURPOSES for Drainage Structure No. 3.88N – 16.68E.

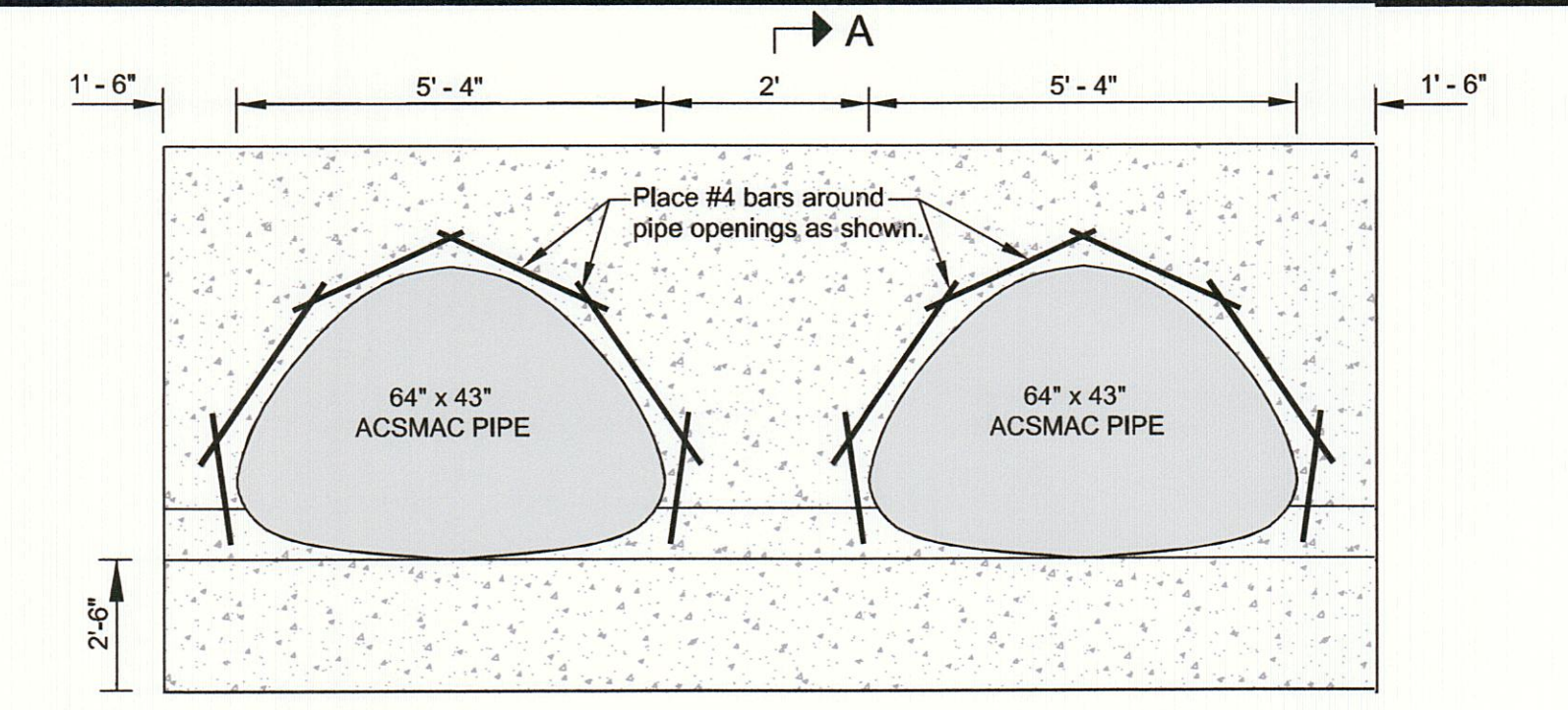
# Str. No. 3.88N - 16.68E General Location Map



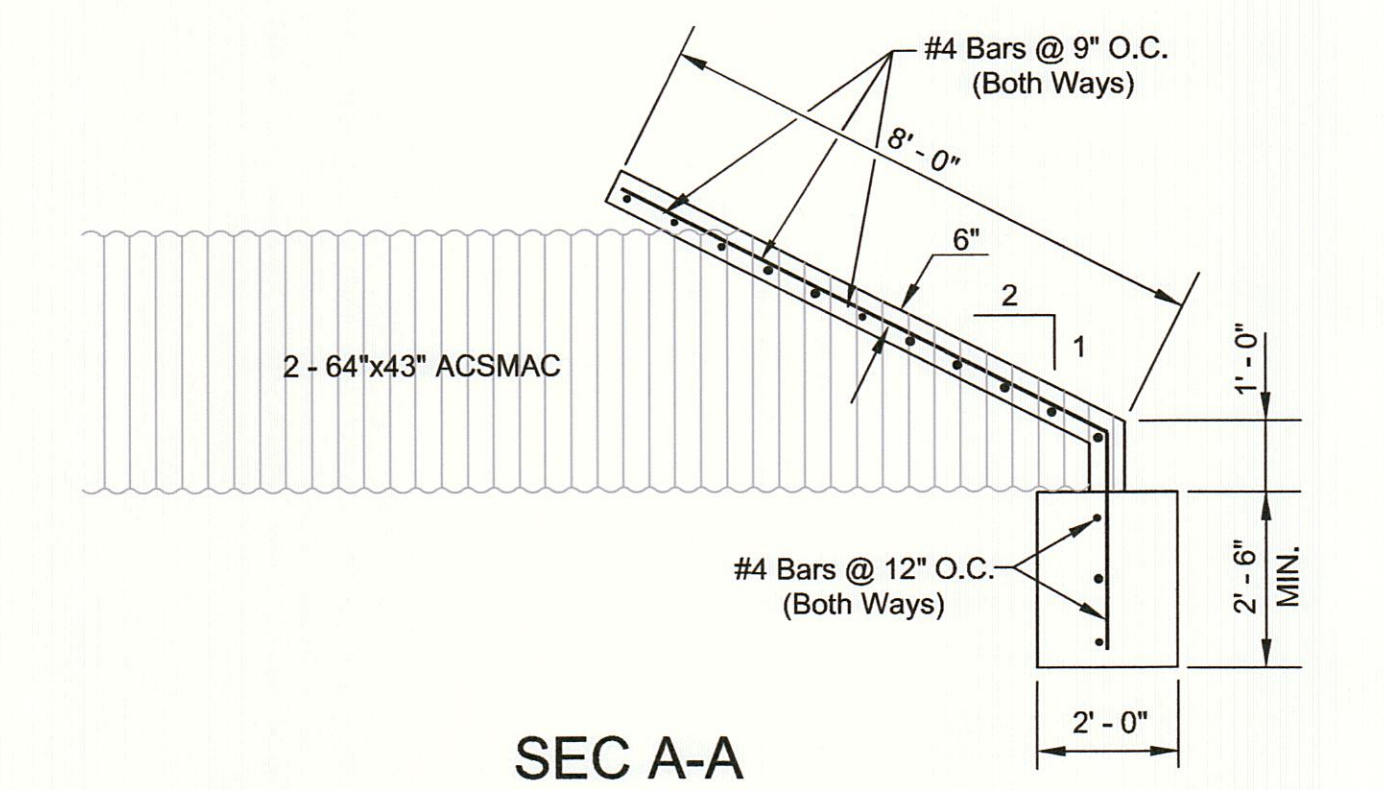


**STRUCTURE NO. 03.88N 16.68E**

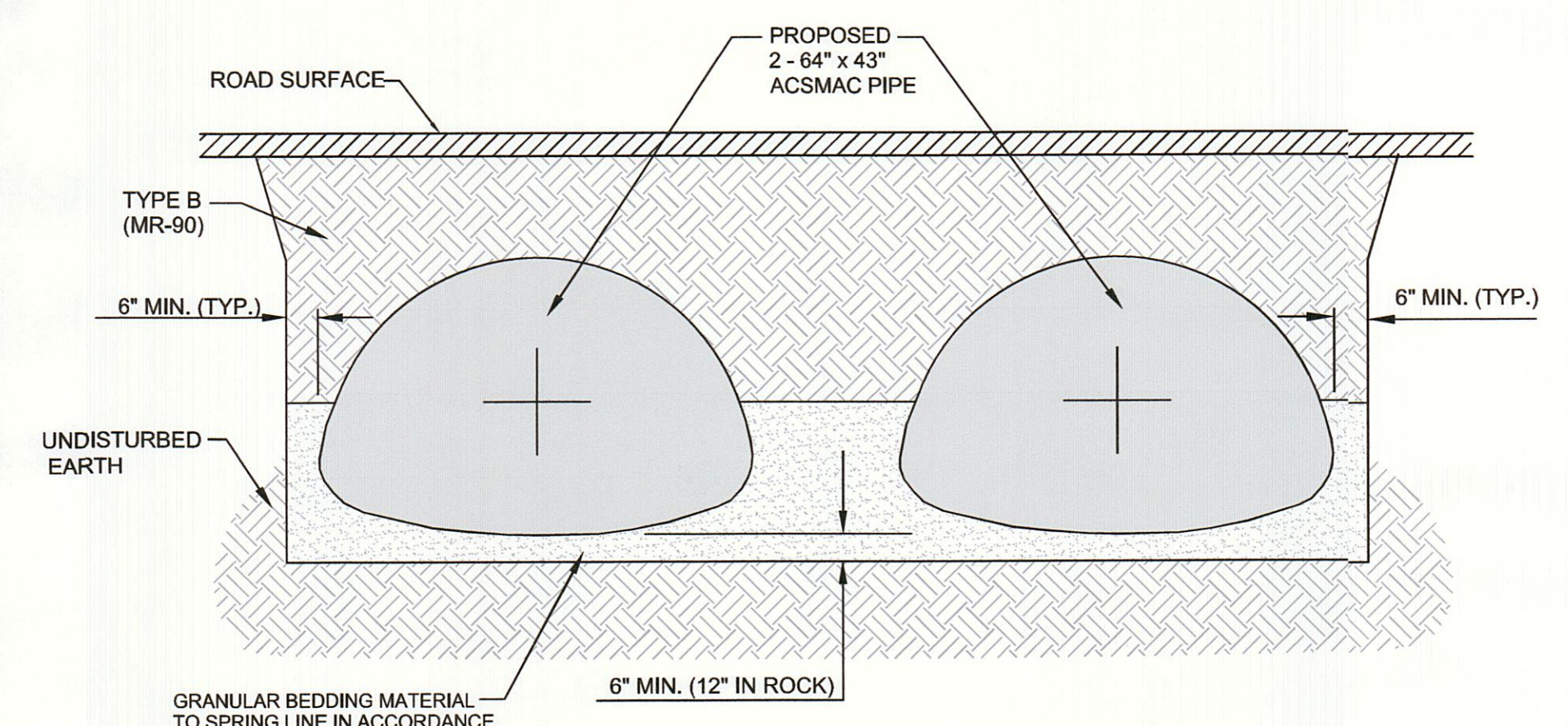
DA =	158 AC.
Q10 =	175 CFS
HW (10 YR) =	1069.47 FT.
T/ROAD =	1070.59 FT.



**CONCRETE BEVELED END DETAIL**

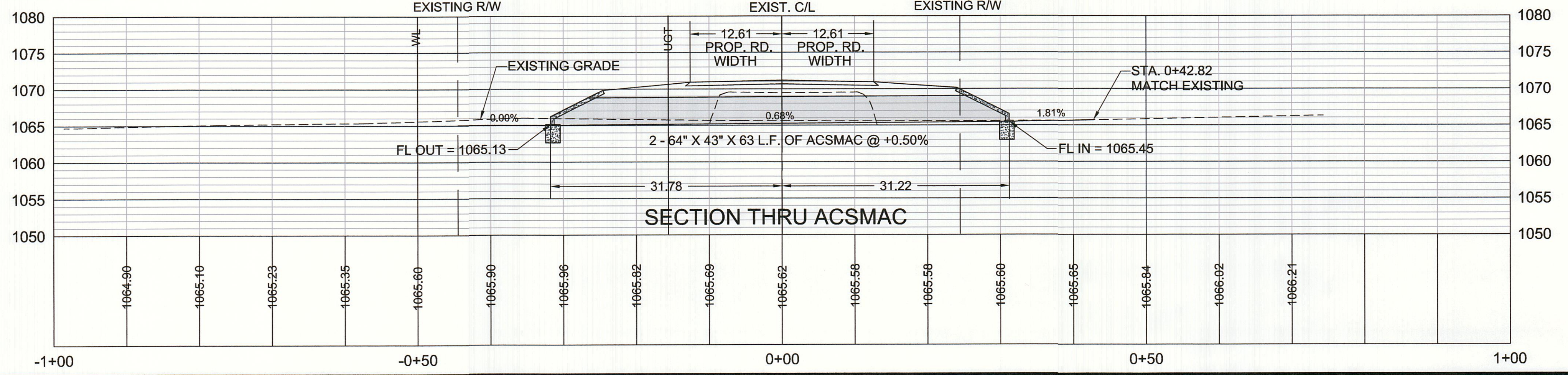


**SEC A-A**



**TYPICAL TRENCH DETAIL**

DISTRICT	COMPANY NAME	PHONE NUMBER
BALDWIN01	CITY OF BALDWIN	(785) 594-3261
DGRWD04	DOUGLAS COUNTY RWD #4	(785) 594-3847
KANGAS82	KANSAS GAS SERVICE	(913) 334-5701
KCPL03	KCP&L	(800) 778-9140
MEDIAC01	MEDIACOM	(888) 635-5545
UNITTSS0	CENTURYLINK (FRMLY EMBARQ)	(888) 847-4757



NW SECTION 33-T14-R20 CODE: T11V N: 181179.801 E: 2111441.852 ELEV: 1125.974	NW SECTION 34-T14-R20 CODE: T13X N: 178602.413 E: 2114178.118 ELEV: 1054.665	NW SECTION 34-T14-R20 CODE: T13V N: 181251.443 E: 2114100.15 ELEV: 1083.825	STA. 10+00 - PL N. 179008.75 E. 2114166.50
--	--	---	--

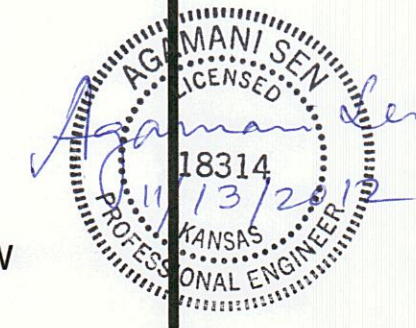
- REFERENCE TIES**  
8" X 3" STONE
- 1/2" IRON BAR ON EAST SIDE
  - PK NAIL AND WASHER IN EAST FACE OF FENCE CORNER POST 24.85' N
  - MAG NAIL IN SOUTH FACE OF EAST GATE POST 51.00' ENE
  - BOLT AND WASHER IN WEST FACE OF FENCE CORNER POST 19.75' S
  - GIN SPINDLE IN NORTHEAST FACE OF 27" DIA. OSAGE ORANGE 23.55' SE
  - TRAVELWAY EAST-WEST GRAVEL ROAD 3' N
  - OLD FENCE LINE TO THE SOUTH 1' E
  - 0.2' BELOW ROAD SURFACE
- REFERENCE TIES**  
5/8" REBAR
- + CUT ON TOP OF CURB 44.70' SSW
  - PK NAIL AND TAB IN SOUTHEAST FACE OF POWER POLE 96.78' NNW
  - NAIL AND WASHER IN NORTH FACE OF POWER POLE 47.88' ENE
  - TRAVELWAY ROUTE 1055 10.5' E
  - TRAVELWAY OF DRIVE ENTRANCE 26' S
  - 0.4' BELOW ROAD SURFACE
- REFERENCE TIES**  
5/8" REBAR
- NAIL AND WASHER IN NORTHEAST FACE OF FENCE CORNER POST 47.20' SW
  - PK NAIL IN WEST FACE OF POWER POLE 89.76' SE
  - PK NAIL IN SOUTHWEST FACE OF POWER POLE 41.90' ENE
  - MAG NAIL IN EAST FACE OF POWER POLE 67.00' SSW
  - TRAVELWAY ROUTE 12 31.5' S
  - TRAVELWAY ROUTE 1055 10.5' E
  - 0.4' BELOW ROAD SURFACE

CHECKED BY:

*Terese A. Gorman*  
TERESE A. GORMAN, P.E.  
ENGINEERING DIVISION MANAGER  
DATE Nov. 13, 2012

APPROVED BY:

*Keith A. Browning*  
KEITH A. BROWNING, P.E.  
DOUGLAS COUNTY PUBLIC WORKS DIRECTOR  
DATE 11/13/2012



REVISED: 8 / 15 / 2012 L.H.



Project: CULVERT REPLACEMENT  
Project No.: 03881668  
Designed By: AS  
Checked By: T.A.G.  
Drawn By: LH  
Date: 7/2012





## DOUGLAS COUNTY ADMINISTRATIVE SERVICES

### Division of Purchasing

1100 Massachusetts Street  
Lawrence, KS 66044-3064  
(785) 832-5286 Fax (785) 838-2480  
www.douglas-county.com

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MEMO TO: The Board of County Commissioners  
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Director  
Division of Purchasing

SUBJECT: Consider Purchase of a Vehicle for Youth Services

DATE: December 17, 2012

Funds are available through a JJA (Juvenile Justice Authority) Capital Outlay Equipment Grant and Youth Services Equipment Reserve to replace a 1999 Chevrolet Suburban with 138,700 miles for Youth Services. This vehicle will be sold through our auction services.

Douglas County participated in the regional cooperative bid for 2013 vehicles through Mid-America Council of Public Purchasing (MACPP). Youth Services uses this vehicle to transport juveniles to appointments, provide surveillance, and during inclement weather. In looking for their replacement Youth Services still needed an SUV but wanted something more fuel efficient. The Ford Escape met their needs. Shawnee Mission Ford was the lower bidding for this model. Below identifies their cost and options:

2013 Ford Escape Base Cost	\$18,320.00
All Wheel Drive 4x4	\$ 5,075.00
Reverse Sensing	\$ 225.00
Cargo Protector	\$ 90.00
Rubber Vinyl Floor Mats	\$ 75.00
3 Identical Keys (chip)	\$ 100.00
Service Manual	<u>\$ 250.00</u>
TOTAL COST	\$24,135.00

Pam Weigand and I will be available at the commission meeting to answer any questions you may have.

**RECOMMENDATION:** The Board of County Commissioners approves the purchase of a 2013 Ford Escape with Shawnee Mission Ford in the amount of \$24,135 for Youth Services. The JJA Grant will contribute \$18,896 toward this purchase with the remaining balance of \$5,239 to be paid by Youth Services Equipment Reserve Fund.

## Douglas County, KS

To: County Commission  
From: Debbie Sparkes  
CC: Craig Weinaug; Sarah Plinsky  
Date: 11/29/2012  
Re: Amended 2012 County Budget

---

Attached is the amended 2012 County budget, five funds are recommended to be amended.

- Ambulance and Road & Bridge Fund to allow additional year end transfers if needed.
- Employee Benefits to allow increase in KP&F expenditure.
- Grants Fund to allow for the expenditure of the CDBG grant for Berry Plastics.
- Special Alcohol Programs to allow payment to the alcohol tax to the agencies if the revenue comes in over the adopted budget.

I have tentatively scheduled the budget hearing for December 19 at 4:00 p.m.  
It will be published in the Journal World on December 9<sup>th</sup>.

2012

**Amended  
Certificate  
For Calendar Year 2012**

To the Clerk of Douglas County, State of Kansas  
We, the undersigned, duly elected, qualified, and acting officers of  
**Douglas County**  
certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

		2012 Amended Budget			
		Page No.	Amount of 2011 Tax that was Levied	Adopted 2012 Expenditures	Proposed Amended 2012 Expenditures
Table of Contents:					
<b>Fund</b>	<b>K.S.A.</b>				
Ambulance	65-6113	2	2,359,109	4,441,960	4,700,000
Road & Bridge	79-1946	3	3,184,591	5,718,969	6,140,000
Employee Benefits	12-16,102	4	7,345,751	8,697,963	9,000,000
Special Alcohol Programs	79-41a04	5	0	26,500	35,000
Grants	12-1663	6	0	0	1,200,000
0					
<b>Totals</b>		xxxxxxx	12,889,451	18,885,392	21,075,000
Summary of Amendments		0			

Attested date: \_\_\_\_\_

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Nancy Thellman

Assisted by: \_\_\_\_\_

\_\_\_\_\_  
Jim Flory

Address: \_\_\_\_\_

\_\_\_\_\_  
Mike Gaughan

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Governing Body

Douglas County

2012

Adopted Budget

Ambulance	2012 Adopted Budget	2012 Proposed Budget
Unencumbered Cash Balance January 1	262,716	246,317
Receipts:		
Ad Valorem Tax	2,290,397	2,311,424
Delinquent Tax	20,000	32,591
Motor Vehicle Tax	175,810	169,627
Recreational Vehicle Tax	0	0
16/20M Vehicle Tax	0	0
Vehicle Rental Excise Tax	0	0
Ambulance Fees	1,693,000	2,100,000
InLieu of Tax	37	0
Interest on Idle Funds		
<b>Total Receipts</b>	<b>4,179,244</b>	<b>4,613,642</b>
<b>Resources Available:</b>	<b>4,441,960</b>	<b>4,859,959</b>
Expenditures:		
Contractual	236,477	236,477
Commodities	103,300	103,300
Capital Outlay	61,600	61,600
City of Lawrence - EMS Services	3,991,583	4,040,582
Transfer to Ambulance Capital Reserve	0	258,041
Miscellaneous	49,000	0
<b>Total Expenditures</b>	<b>4,441,960</b>	<b>4,700,000</b>
Unencumbered Cash Balance December 31	0	159,959

258,040

Douglas County

2012

Adopted Budget

Road & Bridge	2012 Adopted Budget	2012 Proposed Budget
Unencumbered Cash Balance January 1	479,093	539,557
Receipts:		
Ad Valorem Tax	3,091,836	3,119,844
Delinquent Tax	45,000	59,498
Motor Vehicle Tax	246,130	260,499
Recreational Vehicle Tax	0	0
16/20M Vehicle Tax	0	0
Special City County Highway	1,817,000	2,112,945
InLieu of Tax	52	0
Labor & Equipment	22,000	29,799
Vehicle Rental Excise Tax	0	0
Weight Limit Permits	6,200	6,200
Hesper Maintenance Reimbursements	11,658	11,658
Miscellaneous		
Interest on Idle Funds		
<b>Total Receipts</b>	<b>5,239,876</b>	<b>5,600,443</b>
<b>Resources Available:</b>	<b>5,718,969</b>	<b>6,140,000</b>
Expenditures:		
Personnel	2,293,906	2,293,906
Contractual	1,504,200	1,504,200
Commodities	1,256,863	1,256,863
Capital Outlay	64,000	64,000
Transfer to Special Highway	0	0
Transfer to Equipment Reserve	600,000	600,000
Transfer to Equipment Reserve		421,031
<b>Total Expenditures</b>	<b>5,718,969</b>	<b>6,140,000</b>
Unencumbered Cash Balance December 31	0	0

421,031

Douglas County

2012

Adopted Budget

Employee Benefits	2012 Adopted Budget	2012 Proposed Budget
Unencumbered Cash Balance January 1	152,389	401,726
Receipts:		
Ad Valorem Tax	7,131,797	7,195,257
Delinquent Tax	81,000	128,917
Motor Vehicle Tax	666,178	667,471
Recreational Vehicle Tax	0	0
16/20M Vehicle Tax	0	0
InLieu of Tax	141	0
City Lawrence Reimb	227,768	227,768
Transfer from General	438,690	438,690
Interest on Idle Funds		
<b>Total Receipts</b>	<b>8,545,574</b>	<b>8,658,103</b>
<b>Resources Available:</b>	<b>8,697,963</b>	<b>9,059,829</b>
Expenditures:		
OASDI	1,530,000	1,530,000
Health Insurance	4,703,189	4,703,189
Kpers/Kpf	2,114,361	2,416,398
Unemployment Insurance	94,413	94,413
Transfer to Risk Management	250,000	250,000
Contractual	6,000	6,000
<b>Total Expenditures</b>	<b>8,697,963</b>	<b>9,000,000</b>
Unencumbered Cash Balance December 31	0	59,829

302,037



Douglas County

2012

Adopted Budget

Grants	2012 Adopted Budget	2012 Proposed Budget
Unencumbered Cash Balance January 1	0	298,877
Receipts:		
Ad Valorem Tax	0	0
Delinquent Tax	0	0
Motor Vehicle Tax	0	0
Recreational Vehicle Tax	0	0
16/20M Vehicle Tax	0	0
Grants	0	1,000,000
Interest on Idle Funds		
<b>Total Receipts</b>	<b>0</b>	<b>1,000,000</b>
<b>Resources Available:</b>	<b>0</b>	<b>1,298,877</b>
Expenditures:		
Grant Programs	0	1,200,000
<b>Total Expenditures</b>	<b>0</b>	<b>1,200,000</b>
Unencumbered Cash Balance December 31	0	98,877



2012

**Notice of Budget Hearing for Amending the  
2012 Budget**  
The governing body of  
**Douglas County**

will meet on the day of December 19, 2012 at 4:00 p.m. at County Courthouse Meeting Room, 1100 Massachusetts, Lawrence KS for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds. Detailed budget information is available at the Budget Office, 1100 Massachusetts, Lawrence KS and will be available at this hearing.

**Summary of Amendments**

Fund	2012 Adopted Budget			2012 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Ambulance	2.070	2,359,109	4,441,960	4,700,000
Road & Bridge	2.794	3,184,591	5,718,969	6,140,000
Employee Benefits	6.444	7,345,751	8,697,963	9,000,000
Special Alcohol Programs		0	26,500	35,000
Grants		0	0	1,200,000

Jamie Shew - County Clerk



## DOUGLAS COUNTY EMERGENCY COMMUNICATIONS

111 East 11<sup>th</sup> Street, Unit 200  
Lawrence, KS 66044

phone: (785) 832-5237  
fax: (785) 330-2801

website: [www.douglas-county.com](http://www.douglas-county.com)  
email: [ecdept@douglas-county.com](mailto:ecdept@douglas-county.com)

### MEMORANDUM

To : Board of County Commissioners  
From : Scott W. Ruf, Director of Emergency Communications  
Date : December 19, 2012  
Re : Regular Agenda item to perform necessary software and hardware upgrades to the 9-1-1 phone system.

This upgrade was planned for 2013, but with the progression of the approved P25 800MHz Digital Radio Project the upgrade is being tracked to coincide with renovations to the ECC and technology upgrades related to that project. Performing the upgrade at this time will make the transition smoother and reduce down time as we temporarily move the ECC.

As with the purchase of the 9-1-1 phone system in 2010 there are two components related to the operation of the system. The first being Douglas County and the second Kansas University. Both centers are integrated so that the flow of emergency calls can be handled in the most efficient manner.

The costs of this upgrade are qualifying expenses under the Kansas 911 Act and there are adequate funds available in the 911 Fee Fund Reserve. The 911 Advisory Board is in support of this necessary upgrade and utilizing 911 Fee Funds.

The following is a breakdown of the costs for this upgrade:

<b>Vendor</b>	<b>Budget</b>	<b>Comments</b>
Commenco (MARC Contract)	\$ 16,140.00	DGCO ECC
Commenco (MARC Contract)	\$ 10,107.50	KU Public Safety
Project Total	\$ 26,247.50	

**Action Required:** Regular Agenda authorization for Emergency Communications Director, subject to move forward with the upgrade to the 9-1-1 phone system.

**SCOTT W. RUF**  
Director

#### 911 ADVISORY BOARD

**SHERIFF KENNETH MCGOVERN**  
Douglas County  
Chairman

**CHIEF MARK BRADFORD**  
Lawrence Douglas County  
Fire-Medical Services  
Vice Chairman

**CHIEF TARIK KHATIB**  
Lawrence Police Department

**CHIEF RALPH OLIVER**  
Kansas University

**CHIEF CHRIS MOORE**  
City of Eudora Fire Dept.  
Wakarusa Township Fire Dept.

# Commenco Inc.

4901 BRISTOL AVE. • KANSAS CITY, MO. 64129  
(816)753-2166 • FAX (816)753-3688

## QUOTATION

TO: Douglas County Emergency Communications  
ATTN: Scott Ruf  
111 E. 11th Street, Suite 200  
Lawrence, KS 66044  
P: 785-838-2470  
E: sruf@douglas-county.com

QUOTE # KE-112812-DC911(B)  
DATE: Rev 12/03/12  
TERMS: MARC Contract  
DELIVERY: TBD

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL
<b>PROPOSAL</b>				
<b>UPGRADE EXISTING SIX (6)</b>				
<b>911 POSITIONS WITH NEW WORKSTATIONS</b>				
1		<b>Workstation Equipment</b>		
1A	6	WKST HPZ220 SFF	\$1,985.00	No Charge*
1B	6	Z220 SFF TOWER STAND	\$52.50	No Charge*
1C	6	R4 SAM HDWR KIT	\$2,065.00	\$12,390.00
1D	6	SENT IWS CFG	\$250.00	\$1,500.00
1E	6	SENT STAGING FEE PP	\$375.00	\$2,250.00
<p>* Note -- Items #1A and #1B are already covered under existing maintenance agreement between Commenco and Douglas County 911 (Douglas County has already paid for Years 2 and 3 extended "premium" maintenance which includes replacing CPU's and Monitors at the end of year 3). This upgrade will push the replacement CPU's up by one year; the monitors will be replaced at the end of year 3 as originally planned.</p>				
			<b>SUBTOTAL</b>	<b>\$16,140.00</b>
			<b>SALES TAX</b>	
			<b>GRAND TOTAL</b>	<b>\$16,140.00</b>

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE    PRICES FIRM FOR 30 DAYS    TERMS SUBJECT TO CREDIT REVIEW

Prepared By:    Rep Name    *Kris Evans*  
                    Phone Number    816-985-4030 (Cell)  
                    Email    [kris@commenco.com](mailto:kris@commenco.com)

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND ACCEPTS THE ABOVE AS A SALES AGREEMENT

\_\_\_\_\_  
LEGAL NAME OF PURCHASER

\_\_\_\_\_  
PO NUMBER

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE



**MOTOROLA SOLUTIONS**

Wireless Network Solutions Channel Partner

# Commenco Inc.

4901 BRISTOL AVE. • KANSAS CITY, MO. 64129  
(816)753-2166 • FAX (816)753-3688

## QUOTATION

TO: Douglas County Emergency Communications  
ATTN: Scott Ruf  
111 E. 11th Street, Suite 200  
Lawrence, KS 66044  
P: 785-838-2470  
E: sruf@douglas-county.com

QUOTE # KE-112812-DC9110  
DATE: Rev 12/03/12  
TERMS: MARC Contract  
DELIVERY: TBD

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL
<b>PROPOSAL</b>				
<b>UPGRADE EXISTING THREE (3)</b>				
<b>911 POSITIONS WITH NEW WORKSTATIONS</b>				
<b>AT KU PUBLIC SAFETY</b>				
1		<b>Workstation Equipment</b>		
1A*	3	WKST HPZ220 SFF	\$661.67	\$1,985.00
1B*	3	Z220 SFF TOWER STAND	\$17.50	\$52.50
1C	3	R4 SAM HDWR KIT	\$2,065.00	\$6,195.00
1D	3	SENT IWS CFG	\$250.00	\$750.00
1E	3	SENT STAGING FEE PP	\$375.00	\$1,125.00
<p>* Note -- Items #1A and #1B are shown at 1/3 of actual price as the maintenance agreement with KU and Commenco is for Premium Maintenance and is paid on a yearly basis. Right now they are in Year 2. This upgrade will push the replacement CPU's up by one year; the monitors will be replaced at the end of year 3 as originally planned.</p>				
			<b>SUBTOTAL</b>	<b>\$10,107.50</b>
			<b>SALES TAX</b>	
			<b>GRAND TOTAL</b>	<b>\$10,107.50</b>

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE    PRICES FIRM FOR 30 DAYS    TERMS SUBJECT TO CREDIT REVIEW

Prepared By:    Rep Name    *Kris Evans*  
                  Phone Number    816-985-4030 (Cell)  
                  Email    [kris@commenco.com](mailto:kris@commenco.com)

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND ACCEPTS THE ABOVE AS A SALES AGREEMENT

LEGAL NAME OF PURCHASER

PO NUMBER

AUTHORIZED SIGNATURE

DATE



**MOTOROLA SOLUTIONS**

Wireless Network Solutions Channel Partner



**DOUGLAS COUNTY EMERGENCY COMMUNICATIONS**

111 East 11<sup>th</sup> Street, Unit 200  
Lawrence, KS 66044

phone: (785) 832-5237  
fax: (785) 330-2801

website: www.douglas-county.com  
email: eccdept@douglas-county.com

**MEMORANDUM**

To : Board of County Commissioners  
From : Scott W. Ruf, Director of Emergency Communications  
Date : December 19, 2012  
Re : Regular Agenda item to consolidate all subscriber radio equipment for DGCO under a master service and maintenance agreement.

**SCOTT W. RUF**  
Director

**911 ADVISORY BOARD**

**SHERIFF KENNETH MCGOVERN**  
Douglas County  
Chairman

**CHIEF MARK BRADFORD**  
Lawrence Douglas County  
Fire-Medical Services  
Vice Chairman

**CHIEF TARIK KHATIB**  
Lawrence Police Department

**CHIEF RALPH OLIVER**  
Kansas University

**CHIEF CHRIS MOORE**  
Wakarusa Township Fire Dept.

As part of the new radio system proposed for completion in 2013 all County agencies utilizing the radio system were required to purchase new radio equipment (mobile & portable radios). The Warranty Period expires after first year leaving much of the equipment unprotected.

Due to the cost of this new equipment, the complexities associated with the technology, and lack of qualified staff to maintain this equipment it would be beneficial and efficient to provide a centralized system for tracking/managing these communication assets as well as having a service and maintenance agreement that encompasses all of the County's radio resources managed by DGCO Emergency Communications.

The second option would be to not cover the equipment and pay for troubleshooting and/or repairs on a time/material basis. The costs with this option may create a savings in the short-term, but this equipment is deployed among many different groups (i.e. Sheriff, Public Works, Emergency Management, and Youth Services) that expose it to a variety of different environments increasing chances of equipment failure or needed repair thus creating numerous unknown liabilities.

This service and maintenance agreement would only cover radio equipment acquired to work as part of the new radio system. Older, legacy equipment that is still functional will be upgraded or replaced as needed.

Funds for this proposal have been allocated and approved in the 2013 Budget. The following is a breakdown of the costs for this proposal:

<u>Vendor</u>	<u>Budget</u>	<u>Comments</u>
Motorola Solutions (KS State Contract / WSCA)	\$ 25,000.00	All DGCO Departments
Estimated Annual Total	\$ 25,000.00*	

*\*The cost for this contract remains fluid and will change as new equipment falls out of initial warranty and gets added to the county wide service and maintenance agreement or equipment is decommissioned and not replaced, thereby falling off. Changes in costs expected to be approximately 3-5% annually. Agreement and radio inventory will be reviewed annually and included for review and approval with all communication contracts each January*

**Action Required:** Regular Agenda authorization for Emergency Communications Director and Purchasing Director to implement proposed service and maintenance agreement with Motorola Solutions.



# SERVICES AGREEMENT

Attn: National Service Support/4th fl  
 1301 East Algonquin Road  
 (800) 247-2346

Contract Number: S00001019825  
 Contract Modifier:

Date: 02/27/2012

Company Name:	Douglas County Kansas
Attn:	
Billing Address:	111 E 11th St
City, State, Zip:	Lawrence,KS,66044
Customer Contact:	
Phone:	

Required P.O.: No  
 Customer #: 1000709131  
 Bill to Tag #: 0001  
 Contract Start Date: 03/01/2012  
 Contract End Date: 02/28/2013  
 Anniversary Day: Feb 29th  
 Payment Cycle: ANNUAL  
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT	
		***** Recurring Services *****			
27	SVC01SVC1220C	RADIO REPAIR SERVICE(RSA)	\$543.40	\$6,520.80	
103	SVC26AA	ENH: XTS2500			
	SVC27AA	ENH: XTS5000			
2	SVC01SVC1422C	LOCAL RADIO COMBO PACKAGE	\$1,535.32	\$18,423.84	
39	SVC350AE	ENH: XTL5000 CONSOLETTTE			
61	SVC619AB	XTL5000 - MOBILE			
	SVC964AD	ENH: XTL2500			
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$2,078.72	\$24,944.64
			Subtotal - One-Time Event Services	\$ .00	\$ .00
			Total	\$2,078.72	\$24,944.64
			Taxes	-	-
			Grand Total	\$2,078.72	\$24,944.64
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.					
<b>Subcontractor(s)</b>			<b>City</b>	<b>State</b>	
MOTOROLA RADIO SUPPORT CENTER			ELGIN	IL	
TFMCOMM INC			TOPEKA	KS	
TFMCOMM INC			TOPEKA	KS	

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

\_\_\_\_\_  
 AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

\_\_\_\_\_  
 CUSTOMER (PRINT NAME)

---

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Kathleen Houlihan

847-538-2443

---

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name: Douglas County Kansas

Contract Number: S00001019825

Contract Modifier:

Contract Start Date: 03/01/2012

Contract End Date: 02/28/2013



**Statement of Work**  
Prepared For :

**DOUGLAS COUNTY KANSAS**

**111 E 11TH ST**

**LAWRENCE, KS 66044**





# Statement of Work

## Definitions

### 1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1. **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2. **Case:** Electronic tracking document for requests for service through the System Support Center.
- 1.3. **Case Status:** Identifier of the status of a Case from beginning to end.
- 1.4. **Component(s):** Motorola new or refurbished parts of equal quality.
- 1.5. **Configuration Change Support:** A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleet mapping is not included in Configuration Change Support.
- 1.6. **Connectivity:** Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7. **Continuously/Continuous:** Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8. **Customer:** The end-user Customer as identified in the Agreement.
- 1.9. **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10. **Elements:** Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11. **Equipment:** The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12. **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13. **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14. **Feature:** A Software functionality
- 1.15. **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16. **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.17. **FRU:** Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18. **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19. **Infrastructure Depot Operations (IDO):** A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20. **Loaner:** Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21. **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components, and placing the Equipment back into operation.
- 1.22. **MCNS:** Mission Critical Network Services
- 1.23. **Motorola Software:** Software whose copyright is owned by Motorola or its affiliated company
- 1.24. **Non-Motorola Software:** Software whose copyright is owned by a party other than Motorola or its affiliated company.
- 1.25. **Notification:** The point in time when the Customer contacts Motorola and requests service.
- 1.26. **Optional Feature:** An additional Feature issued with a System Release that is available to Customer at additional cost.
- 1.27. **Radio Support Center (RSC):** A Motorola facility which serves as Motorola's centralized location for radio repair.
- 1.28. **Response:** The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
- 1.29. **Restore/Restoration/Restoral:** The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.30. **Service:** A Motorola Authorized Service Station or Motorola Field Service personnel.

- 1.31. Severity Level: The degree of adverse impact of an issue or Event.
- 1.32. Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
- 1.33. Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
- 1.34. Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
- 1.35. Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.36. Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release
- 1.37. Start Date: Effective start date as listed on the Agreement.
- 1.38. System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.39. System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
- 1.40. System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources
- 1.41. System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
- 1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.43. Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
- 1.44. Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
- 1.45. Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment
- 1.46. Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
- 1.47. Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.
- 1.48. Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

#### Definitions

*Approved by Motorola Contracts & Compliance 10-31-2006*



## Statement of Work

### Repair Service Advantage (Service Agreement)

#### End Users

##### 1.0 Description

Repair Service Advantage provides board level service for the Equipment that is specifically named in the applicable agreement to which this Statement of Work (SOW) is attached or any of the agreement's subsequent revisions. Services are performed at the Radio Support Center (RSC), or Federal Technical Support Center.

In addition to Equipment specifically named in the applicable agreement to which this Statement of Work is attached, Repair Service Advantage includes service on standard mobile palm microphones and single mobile control heads provided that they are required for normal operation of the Equipment and are included at the point of manufacture.

Repair Service Advantage excludes repairs to: optional accessories; non-standard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas, and power supplies. Engraving service is not covered under standard Repair Service Advantage.

Repair Service Advantage is non-cancelable and non-refundable. If Equipment is added to the agreement subsequent to the Start Date, these units are also non-cancelable and non-refundable for the agreement duration. All Equipment must be in good working order on the Start Date or when additional Equipment is added to the agreement. Equipment may only be added to the agreement, via a customer signed or emailed Motorola Inventory Adjustment Form (IAF). Complete and accurate serial numbers and model descriptions must be supplied.

All inventory adjustment requests for add-on subscriber units received prior to the 15th of the month will be effective the 1st of the following month. Equipment add-on requests received after the 15th of the month will be effective the 1st of the next succeeding month.

Equipment deletions from the agreement may only be deleted under the following limited conditions:

- a) Equipment was stolen and proof of theft is provided to Motorola; or
- b) Motorola determines Equipment is damaged beyond repair; or
- c) Motorola determines Equipment is no longer supportable or is obsolete; or
- d) Equipment had already been under a previous contract for at least the twelve month requirement.

Equipment deletions, where applicable, will be effective at the end of the month in which the request was received.

The terms and conditions of this Statement of Work are an integral part of the Motorola service agreement or other applicable agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of the Motorola service agreement or other applicable agreement and this Statement of Work, the provisions of this Statement of Work shall prevail.

##### 2.0 Motorola has the following responsibilities:

- 2.1 Test and Restore the Equipment to Motorola factory specifications, including Factory Mutual (FM), and Mine Hazard Safety Association (MHSA).
- 2.2 Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette. If the Customer template or code plug is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template. All Firmware is upgraded to the latest release for each individual product line.
- 2.3 Clean external housing of the Equipment. External components of unit will only be replaced when functionality has been diminished.

- 2.4 Pay the outbound freight charges. Motorola will pay the inbound freight charges if the Customer uses the Motorola designated delivery service.
- 2.5 Provide the Motorola repair request and Inventory Adjustment Form (IAF) via Motorola On Line (MOL).
- 2.6 Process inventory adjustment requests received by email or fax from Customer. If the request is received by email, Motorola will email an acknowledgement to the sender.
- 2.7 Perform covered services as requested by Customer on the Motorola repair request form.
- 2.8 If applicable, notify Customer of changes in Motorola designated inventory adjustment email address or fax number.

3.0 Customer has the following Responsibilities:

- 3.1 Supply Motorola complete and accurate serial numbers and model description.
- 3.2 Utilize the Motorola designated delivery service program to obtain Motorola payment for inbound shipping
- 3.3 Access the Motorola repair request form and Inventory Adjustment Form (IAF) through Motorola On Line (MOL).
- 3.4 Initiate service request via Motorola On Line (MOL) or complete a Motorola repair request form with contract number referenced, and submit with each unit of Equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
- 3.5 If desired, supply Motorola with a 3.5" backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flashcode for each radio.
- 3.6 If Motorola must utilize a generic template or code plug to Restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.7 Provide a signed or emailed Motorola Inventory Adjustment Form (IAF) for all Equipment additions.
- 3.8 Local services or annual maintenance required for maintaining normal operation of the equipment, unless specified on the service agreement.

Repair Service Advantage ?Updated on 02-2007  
Reviewed August 2007



## Statement of Work

### Local Radio Combo Package

#### 1.0 Description

Local Radio Combo Package provides operational check and board level repair services for mobile, portable, two-way and mobile data. An operational check is an analysis of the Equipment to identify external or internal defects. Local Radio Combo Package also includes service on standard palm microphones and single mobile controls heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture. Service is only included on Equipment specifically named in the applicable Agreement to which this Statement of Work is attached.

Local Radio Combo Package excludes repairs to: optional accessories; iDEN accessories; iDEN mobile microphones; non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

The following services are excluded from Local Radio Combo service unless they are purchased for an additional fee. The services are Pick-up & delivery, Subscriber Preventative Maintenance, Portable Remote Speaker Microphones, Portable Antenna Replacements and Mobile Remote Control Heads.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola has the following responsibilities:

- 2.1 Service to be performed at the Servicer facility during Standard Business Days.
- 2.2 Perform an operational check on the Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile or data Equipment from/to Customer's vehicle as needed for additional servicing.
- 2.4 Test and Restore the Equipment to Motorola factory specifications.
- 2.5 Remove any dust, and/or foreign substances from the Equipment.
- 2.6 Reprogram Equipment necessary to return Equipment to original operating parameters based on the template in the Equipment, if the template information can be retrieved from the Equipment, or from a backup diskette provided by Customer containing the template information. If the Customer template is not provided or not reasonably usable, a generic template utilizing the latest Radio Service Software (RSS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template.
- 2.7 Notify Customer upon completion of repair for pickup of Equipment.

#### 3.0 Customer has the following Responsibilities:

- 3.1 Deliver and pick up Equipment to/from the Servicer facility.
- 3.2 Inform Servicer of description of problem for Equipment brought in for service.
- 3.3 If the Equipment will not power up, or if desired, supply Servicer with a backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. If applicable, record the current flashcode for each radio.
- 3.4 If Motorola must use a generic template to restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Combo Package service to Customer.
- 3.6

Local Radio Combo Package

*Approved by Motorola Contracts & Compliance 04-30-2004*



## DOUGLAS COUNTY EMERGENCY COMMUNICATIONS

111 East 11<sup>th</sup> Street, Unit 200  
Lawrence, KS 66044

phone: (785) 832-5237  
fax: (785) 330-2801

website: [www.douglas-county.com](http://www.douglas-county.com)  
email: [ecdept@douglas-county.com](mailto:ecdept@douglas-county.com)

**SCOTT W. RUF**  
Director

### 911 ADVISORY BOARD

**SHERIFF KENNETH MCGOVERN**  
Douglas County  
Chairman

**CHIEF MARK BRADFORD**  
Lawrence Douglas County  
Fire-Medical Services  
Vice Chairman

**CHIEF TARIK KHATIB**  
Lawrence Police Department

**CHIEF RALPH OLIVER**  
Kansas University

**CHIEF CHRIS MOORE**  
Wakarusa Township Fire Dept.

### MEMORANDUM

To : Board of County Commissioners

From : Scott W. Ruf, Director of Emergency Communications

Date : December 19, 2012

Re : Regular Agenda item to approve 2013 service and maintenance contracts for DGCO Emergency Communications.

I request that the following service and maintenance contracts be approved as they are necessary to provide ongoing maintenance and support:

<b>Motorola Solutions Service Agreement #S00001002871</b>	<b>\$33,696.48</b>
<b>Motorola Solutions Premier MDC Maintenance &amp; Support Agreement #105-1421-000</b>	<b>\$18,138.00</b>
<b>Sungard/HTE CAD400, CRIMES Management, E911-CAD Agreement #6051</b>	<b>\$25,000.00*</b>

The total for all contracts is \$76,834.48 and are funded through the 911 Fee Fund and not obligated through the General Fund as an operating cost. The agreements are annual agreements that run January 1, 2013 through December 31, 2013.

*\*It should be noted the Sungard/HTE will be a partial payment in January to provide coverage for January-June 2013. If necessary we will make final payment for coverage from June-December 2013 once some decisions are made regarding that technology. We are reviewing options to upgrade/replace and do not want to commit funds that are non-refundable, but am providing the estimated 2013 cost and seeking approval to remit funds when/if necessary.*

**Action Required:** Regular Agenda authorization for Emergency Communications Director to approve 2013 service and maintenance agreements.



# SERVICES AGREEMENT

Attn: National Service Support/4th fl  
 1301 East Algonquin Road  
 (800) 247-2346

Contract Number: S00001002871  
 Contract Modifier: RN02-OCT-12 11:04:32

Date: 10/26/2012

Company Name:	Douglas County Kansas
Attn:	
Billing Address:	111 E 11th St
City, State, Zip:	Lawrence,KS,66044
Customer Contact:	Scot Ruf
Phone:	(785)838-2470

Required P.O.: No  
 Customer #: 1000709131  
 Bill to Tag #: 0001  
 Contract Start Date: 01/01/2013  
 Contract End Date: 12/31/2013  
 Anniversary Day: Dec 31st  
 Payment Cycle: ANNUAL  
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
1	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL	\$895.94	\$10,751.28
	SVC257AA	ENH: SMARTNET SITE		
6	SVC258AA	ENH: SMARTNET STATION		
6	SVC260AA	ENH: SMARTNET OPER POSITION		
1	SVC265AA	ENH: DATATAC 2.02 SITE		
	SVC01SVC1102C	DISPATCH SERVICE	\$117.49	\$1,409.88
1	SVC240AA	ENH: SMARTNET SITE		
6	SVC241AA	ENH: SMARTNET STATION		
6	SVC243AA	ENH: SMARTNET OPERATOR POSITION		
1	SVC248AA	ENH: DATATAC 2.02 SITE		
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE	\$1,745.83	\$20,949.96
2	SVC218AA	ENH: ONSITE INFRASTRUCTURE RESPONSE-SITE		
6	SVC219AA	STATION(S)		
6	SVC220AA	OPERATOR POSITIONS		
1	SVC987AA	CENTRAL ELECTRONICS BANKS (CEB)		
	SVC01SVC1420C	SP - LOCAL INFRASTRUCTURE REPAIR	\$48.78	\$585.36
2		UPS		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$2,808.04	\$33,696.48
	Subtotal - One-Time Event Services	\$ .00	\$ .00
	Total	\$2,808.04	\$33,696.48
	Taxes	-	-
	Grand Total	\$2,808.04	\$33,696.48
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.			
	<b>Subcontractor(s)</b>	<b>City</b>	<b>State</b>
	MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL

MOTOROLA - T9 SYSTEM MGR NON IL (CE546)	SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBU RG	IL
TFMCOMM INC	TOPEKA	KS

**I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.**

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AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME)

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MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

Ashley Snider	720 457-8005	
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MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	
-------------------------------------	-------	--

Company Name: Douglas County Kansas  
Contract Number: S00001002871  
Contract Modifier: RN02-OCT-12 11:04:32  
Contract Start Date: 01/01/2013  
Contract End Date: 12/31/2013



## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Revised Jan 1, 2010



**Statement of Work**  
Prepared For :

**DOUGLAS COUNTY KANSAS**

**111 E 11TH ST**

**LAWRENCE, KS 66044**



# Statement of Work

## Definitions

### 1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1. **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2. **Case:** Electronic tracking document for requests for service through the System Support Center.
- 1.3. **Case Status:** Identifier of the status of a Case from beginning to end.
- 1.4. **Component(s):** Motorola new or refurbished parts of equal quality.
- 1.5. **Configuration Change Support:** A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleet mapping is not included in Configuration Change Support.
- 1.6. **Connectivity:** Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7. **Continuously/Continuous:** Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8. **Customer:** The end-user Customer as identified in the Agreement.
- 1.9. **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10. **Elements:** Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11. **Equipment:** The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12. **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13. **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14. **Feature:** A Software functionality
- 1.15. **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16. **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.17. **FRU:** Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18. **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19. **Infrastructure Depot Operations (IDO):** A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20. **Loaner:** Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21. **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components, and placing the Equipment back into operation.
- 1.22. **MCNS:** Mission Critical Network Services
- 1.23. **Motorola Software:** Software whose copyright is owned by Motorola or its affiliated company
- 1.24. **Non-Motorola Software:** Software whose copyright is owned by a party other than Motorola or its affiliated company.
- 1.25. **Notification:** The point in time when the Customer contacts Motorola and requests service.
- 1.26. **Optional Feature:** An additional Feature issued with a System Release that is available to Customer at additional cost.
- 1.27. **Radio Support Center (RSC):** A Motorola facility which serves as Motorola's centralized location for radio repair.
- 1.28. **Response:** The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
- 1.29. **Restore/Restoration/Restoral:** The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.30. **Servicer:** A Motorola Authorized Service Station or Motorola Field Service personnel.

- 1.31. Severity Level: The degree of adverse impact of an issue or Event.
- 1.32. Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
- 1.33. Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
- 1.34. Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
- 1.35. Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.36. Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release
- 1.37. Start Date: Effective start date as listed on the Agreement.
- 1.38. System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.39. System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
- 1.40. System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources
- 1.41. System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
- 1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.43. Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
- 1.44. Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
- 1.45. Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment
- 1.46. Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
- 1.47. Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.
- 1.48. Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

#### Definitions

*Approved by Motorola Contracts & Compliance 10-31-2006*



## Statement of Work

### OnSite Infrastructure Response and Dispatch Service

#### 1.0 Description of Services

The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer. For Mesh system a Servicer will be dispatched only to the central site where the Mobile Integrated System Controller (MISC) is located. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoral and Case is closed. The SSC will Continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola has the following responsibilities:

- 2.1 Continuously receive service requests.
- 2.2 Create a Case as necessary when service requests are received. Gather information to perform the following:
  - 2.2.1. Characterize the issue.
  - 2.2.2. Determine a plan of action.
  - 2.2.3. Assign and track the Case to resolution.
- 2.3 Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
- 2.4 Ensure the required personnel have access to Customer information as needed.
- 2.5 Servicer will perform the following on-site:
  - 2.5.1. Run diagnostics on the Infrastructure or FRU.
  - 2.5.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
  - 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
  - 2.5.4. If a third party Vendor is needed to restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.6 Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.7 Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8 Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.9 Notify Customer of Case Status as defined required by the Customer Support Plan:
  - 2.9.1. Open and closed; or
  - 2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
- 2.10 Provide Case activity reports to Customer.

#### 3.0 Customer has the following responsibilities:

- 3.1 Contact Motorola, as necessary, to request service continuously.
- 3.2 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
  - 3.2.1. Case notification preferences and procedure.
  - 3.2.2. Repair Verification preference and procedure.
  - 3.2.3. Database and escalation procedure forms.
  - 3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer



Support Manager.

- 3.3 Provide the following information when initiating a service request:
  - 3.3.1. Assigned System ID number.
  - 3.3.2. Problem description and site location.
  - 3.3.3. Other pertinent information requested by Motorola to open a Case.
- 3.4 Allow Servicicers access to Equipment.
- 3.5 Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.
- 3.6 Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 3.7 Maintain and store in an easily accessible location proper System backups.
- 3.8 For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9 Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by Customer in accordance with section 3.2.
- 3.10 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

## Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ol style="list-style-type: none"> <li>1. Response is provided Continuously</li> <li>2. Major System failure</li> <li>3. 33% of System down</li> <li>4. 33% of Site channels down</li> <li>5. Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC.</li> <li>6. This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</li> </ol>
Severity 2	<ol style="list-style-type: none"> <li>1. Response during Standard Business Day</li> <li>2. Significant System Impairment not to exceed 33% of system down</li> <li>3. System problems presently being monitored</li> <li>4. This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</li> </ol>
Severity 3	<ol style="list-style-type: none"> <li>1. Response during Standard Business Day</li> <li>2. Intermittent system issues</li> <li>3. Information questions</li> <li>4. Upgrades/preventative maintenance</li> <li>5. This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li> </ol>

## Response Times Table (Customer's Response Time Classification is designated in the Service Agreement)

Severity Level	Standard Response Time	Restoral	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	8 hours	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	8 hours	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	48 hours	Time provided by Servicer *

· Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.

· Provide update **before** the specific contractual commitments come due.

\* Note: Provide update to System Support Center **before** Deferral time comes due.

*OnSite Infrastructure Response and Dispatch Service*

*Approved by Motorola Contracts and Compliance 1/30/08*



## Statement of Work

### Infrastructure Repair with Advanced Replacement

#### 1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola has the following responsibilities:

- 2.1 Use commercially reasonable efforts to maintain an inventory of FRU.
- 2.2 Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 2.3 Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
- 2.4 Properly package and ship Advanced Replacement FRU from IDO's FRU inventory to Customer specified address.
  - 2.4.1 During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
  - 2.4.2 When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO and the Customer will own the Advanced replacement FRU.
  - 2.4.3 When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 2.5 Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.
- 2.6 Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.7 Perform the following service on Motorola Infrastructure:
  - 2.7.1 Perform an operational check on the Infrastructure to determine the nature of the problem.
  - 2.7.2 Replace malfunctioning FRU or Components.

- 2.7.3 Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
- 2.7.4 Perform a Box Unit Test on all serviced Infrastructure.
- 2.7.5 Perform a System Test on select Infrastructure.
- 2.8 Provide the following service on select third party Infrastructure:
  - 2.8.1 Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
  - 2.8.2 Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
  - 2.8.3 Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
  - 2.8.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
- 2.9 Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
- 2.10 Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
- 2.11 Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
- 3.0 Customer has the following responsibilities:
  - 3.1 Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
    - 3.1.1 Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
    - 3.1.2 Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
    - 3.1.3 Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
    - 3.1.4 Provide Customer purchase order number to secure payment for any costs described herein.
  - 3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
  - 3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
  - 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
  - 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
  - 3.6 For Digital In-Car Video Infrastructure, remove video from equipment prior to sending Infrastructure in

for repair. Video retrieval is a separate service and is not included as part of this SOW. Additional services and fee applies.

3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.

4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:

1. All Infrastructure over seven (7) years from product cancellation date.
2. All Broadband/WiNS Infrastructure three (3) years from product cancellation date.
3. Physically damaged Infrastructure.
4. Third party Equipment not shipped by Motorola.
5. Consumable items including, but not limited to batteries, connectors, cables, tone/ink cartridges.
6. Video retrieval from Digital In-Car Video equipment
7. Test equipment.
8. Racks, furniture and cabinets.
9. Firmware and/or Software upgrades.

SmartNet System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Includes Quantar, Quantro, Digital MSF5000, MTR2000, and Desktrac L35SUM7000-T Repeaters ONLY. Network Management (please refer to the SOW for details) is not available on all stations.
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs, Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System ? including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders

Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	INFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC Receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

<b>Data System Infrastructure Exhibit</b>	<b>Inclusions, Exclusions, Exceptions and Notes</b>
Base Station(s) and Repeater(s)	Includes Quantar (DSS3, DBS), GTR8000.
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Dictaphones , Logging Recorders and	Excludes all technologies

Recording Equipment	see SOW specifically for NICE logging recorders
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Printer(s)	Includes printers that directly interface with the communications System.
Radio Network Controller	Includes One (1) RNC and One (1) RNC Console. Redundant RNC's must be quoted separately. Excludes RNC1000, NCP500, NCP2000, NCP2500 and NCP3000.
Site Data Link Modem(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Wireless Network Gateway	Excluded from the prime/remote site or system agreement but can be covered when services are purchased separately.

Approved by Contract and Compliance 11/20/09  
Motorola Solutions  
1303 E. Algonquin Road, Schaumburg, IL 60196 U.S.A.  
Version 1.9 1/12/12



## Statement of Work

### Local Infrastructure Repair

- 1.0 Description of Services

Local Infrastructure Repair is a repair service provided by the Servicer for Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.
- 2.0 Motorola Servicer has the following responsibilities:
  - 2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
  - 2.2. Perform the following on Motorola Infrastructure:
    - 2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
    - 2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
    - 2.2.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications.
  - 2.3. Provide the following service on select third party Infrastructure
    - 2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
    - 2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
    - 2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
  - 2.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Section 3.2. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
  - 2.5. Notify the Customer upon completion of repair or replacement.
  - 2.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.
- 3.0 Customer has the following responsibilities:
  - 3.1. Contact Servicer and provide the following information:
    - 3.1.1. Provide customer name, address of site location, and symptom of problem.
    - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
  - 3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
  - 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.

Local Infrastructure Repair

*Approved by Motorola Contracts & Compliance 01-15-2004*





## **Special Product**

### **SP - LOCAL INFRASTRUCTURE REPAIR**

#### Local Infrastructure Repair

##### 1.0 Description of Services

Local Infrastructure Repair is a repair service provided by the Servicer for Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The responsibilities of Motorola and Servicer shall be as set forth in this Statement of Work. Subcontracts for this Service will be electronically posted by Motorola on Motorola's website for Servicers.

Motorola reserves the right to alter, amend or change the scope of work with 30 days written notice to Servicer. All terms or Attachment C-Service Subcontract will remain in full force and effect during the term and any subsequent terms of this SOW.

##### 2.0 Motorola has the following responsibilities:

###### 2.1. Provide the following information to Servicer

###### 2.1.1. Customer name and address

###### 2.1.2. Equipment list including Infrastructure type and model

##### 3.0 Servicer has the following responsibilities:

3.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by the Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.

###### 3.2. Perform the following on Motorola Infrastructure:

3.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.

3.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.

3.2.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications.

###### 3.3. Provide the following service on select third party Infrastructure

3.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

3.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for service.

3.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.

3.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.

3.5. Notify the Customer upon completion of repair or replacement.

3.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

#### OnSite Infrastructure Response

If the Call Center Operations determines that hands-on support is needed to resolve the problem, they will dispatch the appropriate Motorola Local Service Provider to perform repairs, such as exchange frus, or take other appropriate action.

OnSite Infrastructure Response provides for on-site Motorola Local Service Provider response as determined by pre-defined severity levels and response times in Section 7 of this document. Severity 1 issues are dispatched twenty four (24) hours a day, three hundred sixty five (365) days a year including holidays.

The standard Response time is 4 hours or less for Severity 1 events.



October 17, 2012

Mr. Brad Schwab  
Douglas County Sheriff's Office  
111 East 11<sup>th</sup> Street  
Lawrence, KS 66044

RE: Maintenance and Support Agreement 105  
Equipment Type: PremierMDC™

Dear Mr. Schwab:

Enclosed is the Motorola Solutions' ("Seller") Maintenance and Support Agreement as referenced above. This Agreement will provide Douglas County Sheriff's Office ("Customer/Buyer") maintenance support services for a period from **January 1, 2013** to **December 31, 2013** pursuant to the offer, terms and conditions as specified herein the Maintenance and Support Agreement (hereinafter "Agreement").

Please return one (1) fully executed copy by faxing it to my attention at (847) 761-4957 or by emailing it to [christinelay@motorolasolutions.com](mailto:christinelay@motorolasolutions.com) on or before **January 1, 2013**. Failure to submit this agreement on or before **January 1, 2013** will result in a lapse in maintenance, which may be subject to a 10% recertification and reimplementation fee.

Purchase Orders or payments submitted without an executed Agreement or with additional terms, conditions or counter-offers from Buyer shall not apply and are rejected pursuant the counter-offer applied by Seller's Order Acknowledgment letter. Motorola Solutions' receipt of an executed Agreement or issuance of a Purchase Order shall constitute Customer acceptance and agreement to this offer, as specified herein and in accordance with the Agreement.

This order becomes the exclusive agreement between the parties for maintenance services, subject to the terms and conditions hereof, when accepted by acknowledgement or payment made by buyer per Seller's invoice for services or upon the acceptance of services or commencement of performance by Seller. Additional or different terms proposed by Buyer shall not apply, unless accepted in writing by Seller. No change in, modification of, or revision to this order shall be valid unless in writing and signed by Seller.

Notwithstanding anything to the contrary, the attached Agreement for Maintenance Services shall govern this offer and no subsequent terms and conditions shall apply.

If services are required outside the principle period of maintenance, a Purchase Order will be required. If you would like to establish a Purchase Order for the term of the Maintenance and Service agreement, please contact me.

Motorola Solutions appreciates your continued support. If you have any questions or need further clarification, please contact me directly at (909) 598-2964 or e-mail [christinelay@motorolasolutions.com](mailto:christinelay@motorolasolutions.com).

Sincerely,

A handwritten signature in cursive script that reads 'Christine Lay'.

**Christine Lay**  
**Senior Contracts Specialist**  
Motorola Solutions, Inc.

**Enclosure**

## **Maintenance and Support Agreement**

Motorola Solutions, Inc., a Delaware corporation ("Motorola Solutions" or "Seller") having a place of business located at 7237 Church Ranch Blvd, Suite 406 Westminster, CO 80021 and Douglas County Sheriff's Office ("Customer"), having a place of business located at 111 East 11<sup>th</sup> Street, Lawrence, KS 66044, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exhibits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

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

### **Section 1      EXHIBITS**

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	"Description of Covered Products"
Exhibit B	"Support Plan"
Exhibit C	"Support Plan Options and Pricing Worksheet"
Exhibit D	"Billable Rates"

### **Section 2      DEFINITIONS**

"CSR" means Motorola Solutions Customer Service Request System

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"Motorola Solutions" means Motorola Solutions, Inc., a Delaware corporation.

"Motorola Solutions Software" means Software that Motorola Solutions owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-Motorola Solutions Software" means Software that a party other than Motorola Solutions owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the Motorola Solutions Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a release of Motorola Solutions Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the Motorola Solutions Software. Depending on Customer's specific configuration, a Supplemental Release

might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3". A "Standard Release" is defined as a release of Motorola Solutions Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.2.3". A "Product Release" is defined as a release of Motorola Solutions Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, Motorola Solutions opinion will prevail, provided that Motorola Solutions treats the Product offering as a new Product or feature for its end user customers generally.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this Agreement.

"Software" means the Motorola Solutions Software and Non-Motorola Solutions Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established Motorola Solutions holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or Motorola Solutions).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and minor assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

### **Section 3      SCOPE AND TERM OF SERVICES**

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services as indicated in the Support Plan Options and Pricing Worksheet, and Services will apply only to the Products described in the Description of Covered Products.

3.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, the term of this Agreement is one (1) year, beginning on the Start Date. This annual maintenance and support period will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are licensed by Seller to Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as Motorola Solutions determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope will be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release for Seller's PremierOne Applications after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software or training provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3 Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release for Seller's Premier Applications after receipt of a request from Customer. In addition, Seller will provide to Customer, remote and/or onsite Services to implement Premier Applications Standard and Supplemental Releases as part of the Maintenance Services. The decision as to whether a Release will be implemented remotely or onsite will be at the Seller's sole discretion. In such instances when by Seller's determination implementation requires customization above standard implementation or

when training is required in connection with a Premier Supplemental or Standard Release, Seller will determine the fees associated with the customization or training and provide a quote for Services at the time of Customer request. Customer must pay for any necessary Equipment or third party Software associated with third party implementation provided by Seller in connection with such Supplemental or Standard Release. Seller will provide onsite resources to implement third party Equipment as a part of the Maintenance Services when the third party Equipment is purchased as a part of the requested Upgrade. Additionally, Seller will provide Services to implement Upgrades for components of CAD (Including but not limited to UDT, OQ, AWW, ATM) systems at no additional charge when these components are either part of a CAD Standard or Supplemental Release Upgrade or the components can be implemented remotely by Seller's standards. Customer must pay for onsite implementation fees associated with CAD component Upgrades that are independent of a Standard or Supplemental CAD Release. Seller will provide a quote for CAD component onsite implementation upon Customer's request. Any Services will be performed in accordance with a mutually agreed schedule. This paragraph expressly excludes Product Release versions, such as Seller's PremierOne Product, as stated in section 3.6.3 of this Agreement. Some upgrades will require additional fee based products, services or training as part of an Upgrade.

3.6.4. Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule. Seller's duty as described in this paragraph is contingent upon Customer's then-current installation at the time of Customer's request being within two (2) Standard Release versions of the new Standard Release available for general release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.5. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.6. Except as provided in Section 3.6.6, Seller's responsibilities under this Agreement to provide Technical Support Services will be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer will install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.6.7. Seller's responsibilities under this Agreement to provide Technical Support Services will be limited to the current Standard Release concerning the following Software: Customer Service Request, Case Management, Integration Framework, and Integration Framework Express.

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller will not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however,



remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group must have completed Seller's End-User training and System Administrator training (if available). The combined skills of this System Administrators group includes proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator will follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer will assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller will become Seller's property.

3.10 Customer will permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Seller may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees).

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Seller will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12 Customer agrees not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

#### **Section 4. RIGHT TO SUBCONTRACT AND ASSIGN**

Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola Solutions may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola Solutions separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola Solutions may, without the prior written consent of the other Party and at no additional cost to Motorola Solutions, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola Solutions and its affiliates, to the extent applicable) following the Separation Event. Motorola Solutions may subcontract any of the work, but subcontracting will not relieve Motorola Solutions of its duties under this Agreement.

## **Section 5. PRICING, PAYMENT AND TERMS**

5.1 Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term of this Agreement, Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution. Motorola Solutions annual maintenance and support pricing, for Motorola Solutions products, increases each year at 5% over the previous year. Third-party products will increase annually based on a current vendor supplied maintenance and support quote.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3 If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer will reimburse Seller upon receipt of proper documentation of such assessments.

## **Section 6. LIMITATION OF LIABILITY**

**Except for personal injury or death, Motorola Solutions total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA SOLUTIONS WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA SOLUTIONS PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.**

## **Section 7. DEFAULT/TERMINATION**

7.1. If Motorola Solutions breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance); Customer may consider Motorola Solutions to be in default. If Customer asserts a default, it will give Motorola Solutions written and detailed notice of the default. Motorola Solutions will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If Motorola Solutions provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless Motorola Solutions or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under

bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, Motorola Solutions may consider Customer to be in default. If Motorola Solutions asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to Motorola Solutions. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of Motorola Solutions approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Seller will immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information includes: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Seller to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Seller in connection with this Agreement that is required by law to be held confidential.

## **Section 8. GENERAL TERMS AND CONDITIONS**

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and will be effective upon receipt.

Customer:  
Douglas County Sheriff's Office  
Attn: Brad Schwab  
111 East 11<sup>th</sup> Street  
Lawrence, KS 66044

Motorola Solutions:  
Motorola Solutions, Inc.  
Attn: Law Dept.  
1301 E. Algonquin Road  
Schaumburg, IL 60196

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without Motorola Solutions prior written consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered maintenance and support services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor

the Exhibits may be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Illinois if Licensee is not a sovereign government entity.

**Section 9. CERTIFICATION DISCLAIMER**

Seller specifically disclaims all certifications regarding the manner in which Seller conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Seller.

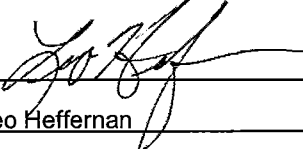
**Section 10. COMPLIANCE WITH APPLICABLE LAWS**

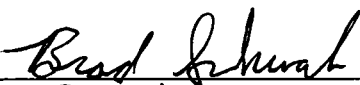
The Parties will at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, will obtain any approval or permit required in the performance of its obligations. Neither Seller nor any of its employees is an agent or representative of Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

**MOTOROLA SOLUTIONS, INC.**

**DOUGLAS COUNTY SHERIFF'S OFFICE**

By:   
Name: Leo Heffernan

By:   
Name: Brad Schwab

Title: Director, Support Services

Title: Network Administrator

Date: October 17, 2012

Date: 10-22-12

---

**Exhibit A**

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**DESCRIPTION OF COVERED PRODUCTS**MAINTENANCE AND SUPPORT AGREEMENT 105TERM: 01/01/13-12/31/13CUSTOMER: Douglas County Sheriff's Office**Site Identification Numbers**

<b>Product</b>	<b>Site Identification Number</b>
PremierMDC™	PSA0784_(PMDC)

The following table lists the Products under maintenance coverage:

<b>Product</b>	<b>Description</b>	<b>Service Level</b>	<b>Qty</b>	<b>Term Fees</b>
PremierMDC™	PremierMDC™ Server (41-100 units)	9x5	1	\$18,138.00
	TalkThru/RF Server Software (unlimited)		1	
	PremierMDC™ In-house Client Software (add'l copy)		1	
	CAD™ Standard Interface		1	
	AVL Interface		1	
			<b>TOTAL</b>	<b>\$18,138.00</b>

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**Exhibit B**  
**CUSTOMER SUPPORT PLAN**

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**MAINTENANCE AND SUPPORT AGREEMENT**    105

**TERM:**    01/01/13-12/31/13

**CUSTOMER:**    Douglas County Sheriff's Office

## **Introduction**

Welcome to Motorola Solutions Customer Support. We appreciate your business and look forward to serving your needs on your Public Safety Applications system.

The Customer Support Plan is designed to provide Motorola Solutions customers the details necessary for understanding Motorola Solutions overall support processes and policies as a compliment to the Motorola Solutions Maintenance and Support Agreement.

The Motorola Solutions Maintenance and Support Agreement is the legal and binding contractual terms for which services are provided under. Questions or concerns regarding your support plan can be directed to your Support Manager.

Below are the topics outlined in this Customer Support Plan:

- I. Service Offerings**
- II. Accessing Customer Support**
- III. Severity Levels and Case Management**
- IV. Responsibilities**
- V. Customer Call Flow**
- VI. Contacts**

## ***I. Service Offerings***

Motorola Solutions Customer Support organization includes a staff of Support Analysts whom are managed by Motorola Solutions Customer Support Managers and are chartered with the direct front-line support of our customers. A Support Analyst is a system technologist responsible for providing direct or escalation support. A Support Analyst is sometimes referred to as a Customer Support Analyst ("CSA") or Technical Support Analyst ("TSA") or Technical Support Representative.

Motorola Solutions Support Organization offers a multi-layered approach to a total service solution. Levels of support are defined as follows:

### **Service Levels**

<b>Level 0</b>	Logging, dispatching and tracking service requests
<b>Level 1</b>	Selected 1 <sup>st</sup> call support, triage and resolution
<b>Level 2</b>	Telephone and/or on-site support for normal technical requirements
<b>Level 3</b>	High-level technical support prior to Engineering escalation
<b>Level 4</b>	Engineering software code fixes and changes

Motorola Solutions provides to customers on an active maintenance and support agreement defined services and Software Releases. Specific support definitions, offerings and customer responsibilities are detailed in section 3 of the main body of the maintenance and support agreement.

## **II. Accessing Customer Support**

### *The Motorola Solutions System Support Center Operations*

Motorola Solutions Public Safety Applications Technical Support personnel in cooperation with Motorola Solutions System Support Center ("SSC") provide the gateway to technical support for all of Motorola Solutions Public Safety Application systems. Accessing support through Motorola Solutions toll free 800 number, web ticketing or email ticketing ensures accurate case handling and tracking. The goal of the Support team and SSC is to make certain systems are restored and running at peak levels as quickly as possible. This is accomplished by obtaining accurate customer and problem details and by directing your requests to the right support team in a timely manner.

The System Support Center offers total call management including:

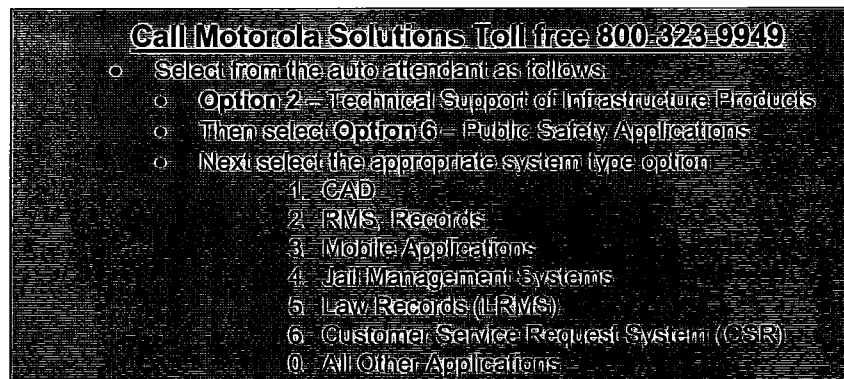
- Single point of contact for Motorola Solutions service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management
- Database and customer profile management
- Standard reports with on-demand distribution
- Case notification

Motorola Solutions System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means you can call us anytime. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time you call us, we log information about your request into the tracking system so that the information is available for reference and analysis to better serve your future service needs. Another benefit of logging every service request is that Motorola Solutions and customers can track the progress from initial contact to final resolution.

There are three options for accessing Support at Motorola Solutions:

1. **Motorola Solutions System Support Center Toll Free Number**
2. **eCase Management through Motorola Solutions On-Line**
3. **Email Case Ticketing**

### **Option 1 - Call Motorola Solutions System Support Center**

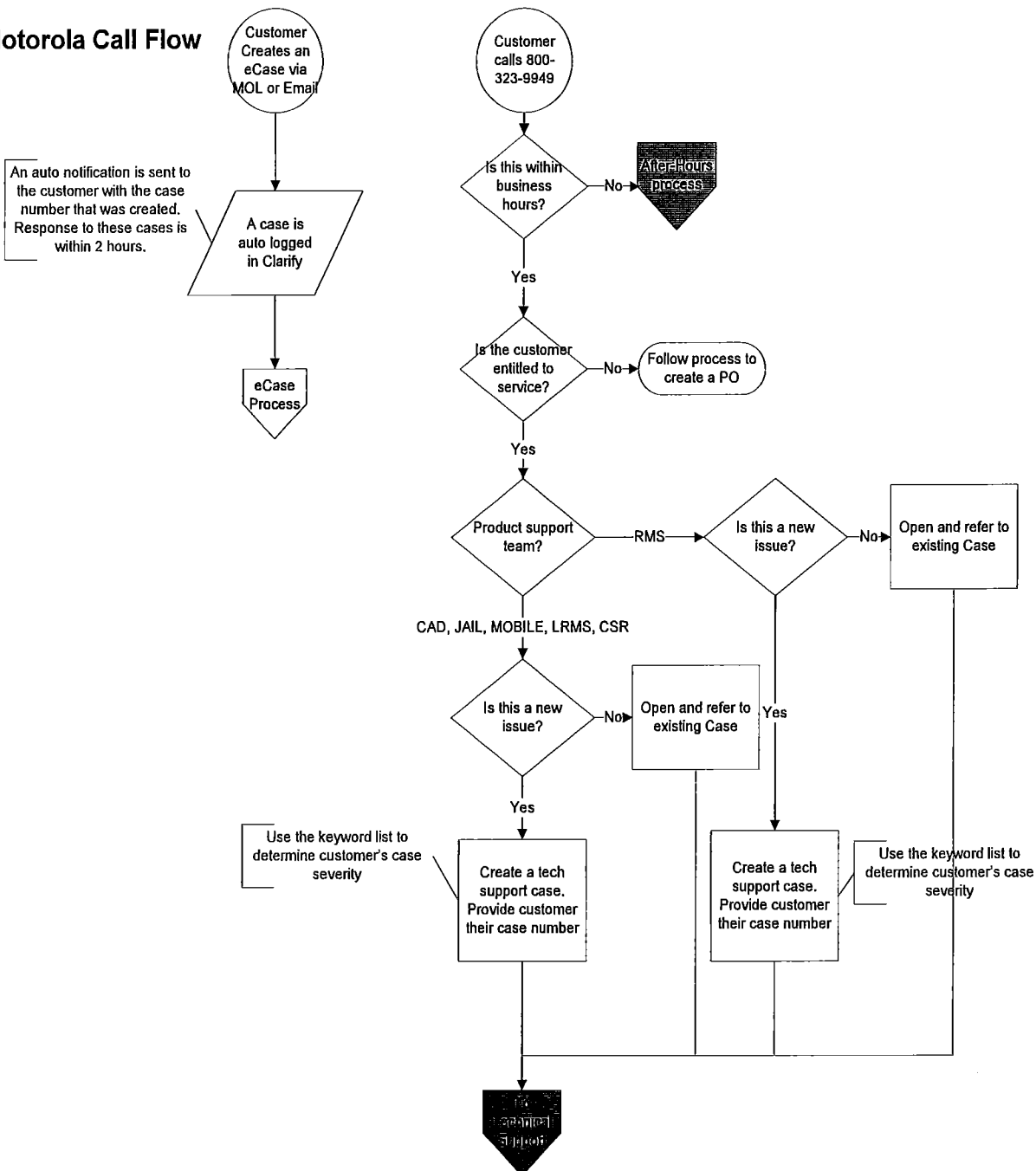


Upon contact with the SSC personnel, you will provide the name and phone number for Customer contact and your agency and product specific Site Identification number. Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola

Solutions technical support team member. A unique tracking number will be provided to your agency for future reference.

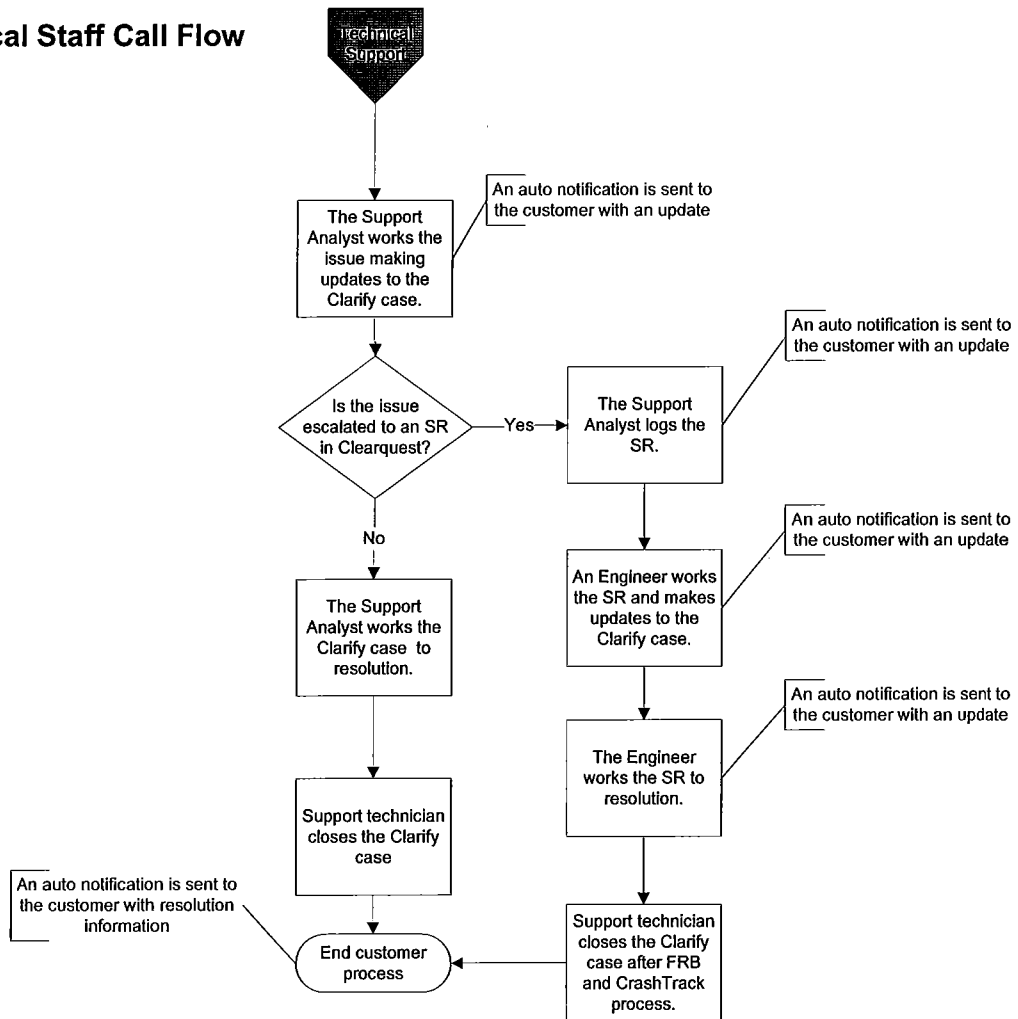
Generally customers calling the toll-free 800 number will access Public Safety Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola Solutions System Support Call Center Operations. Once the logging process is complete customers are transferred directly to a Technical Support Analyst during Technical Support Operation Hours (6:00 a.m. to 6:00 p.m. Mountain Time, Monday to Friday). After support operation hours (6:00 p.m. to 6:00 a.m. Mountain Time, Weekends and Motorola Solutions Holidays) customers will be contacted within the contractually specified period of time by a Technical Support Analyst.

### Motorola Call Flow

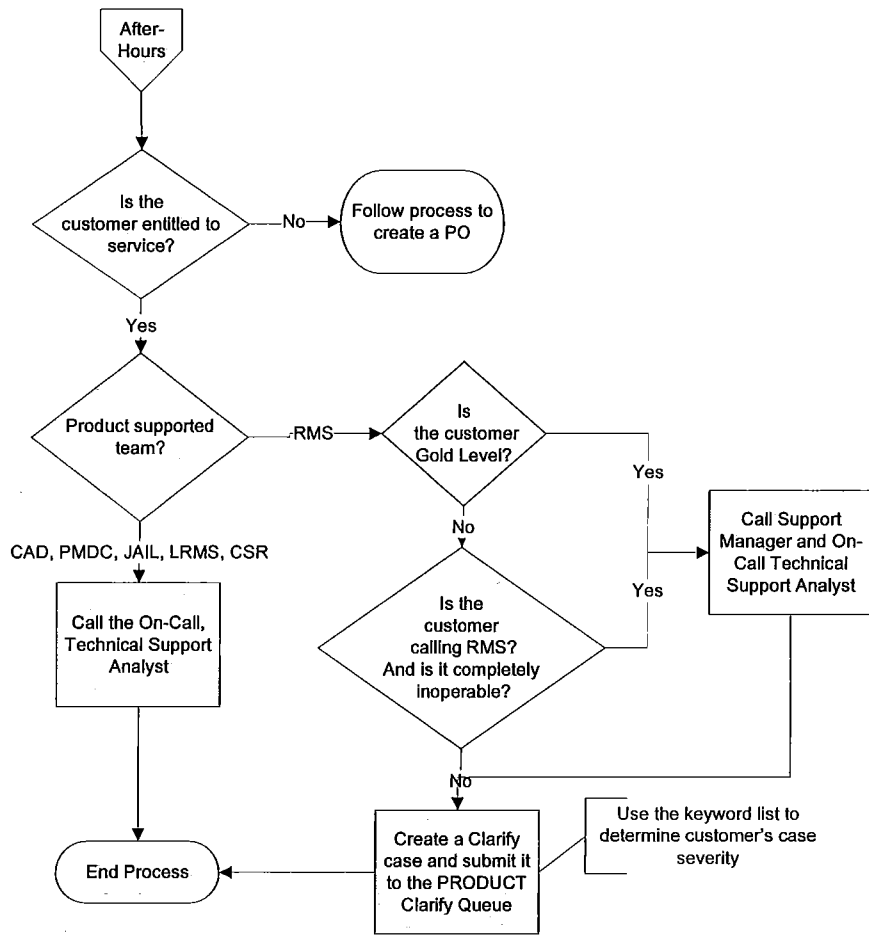




# Technical Staff Call Flow



## Call Flow After-Hours



## How to Obtain Technical Support for Products

Action / Response	
<p><b>Step 1. Call the Motorola Solutions System Support Center 1-800-323-9949</b></p> <p><b>Step 2.</b> Select option 2 (Technical Support)</p> <p><b>Step 3.</b> Select option 6 (Public Safety Applications)</p> <p><b>Step 4.</b> Select product specific option</p> <p><b>Step 5.</b> Provide Site Identification Number (See Exhibit A-Description of Covered Products for your agency's Site Identification Numbers)</p>	
<b>Step 6.</b> Provide Your Information	Caller Name Contact Phone Number Description of problem Severity of system problem determined at time of call Time available for call back Email address
<b>Step 7.</b> Case Number Generated	Caller will receive a Case number for tracking the service request.
Check Status	The caller may check the status of a Case at any time by calling the System Support Center at 1-800-323-9949 and following steps 2-4 above and providing the case number.
Case Assignment	The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.
Standard Response Time	<b>RESPONSE</b> See Section III for Severity Level definitions Severity 1: 1 hour Severity 2: 3 business hours Severity 3: 6 business hours Severity 4: 2 business days
<b>Step 8.</b> Notification of CASE All Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open, Assigned, Site Arrival, Deferred or Closure.  To request case notifications, please contact your Support Manager.
Notification of CASE Open/Close Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open or Closure.  To request case notifications, please contact your Support Manager.

## **Option 2 - Submit a ticket via eCase Management from Motorola Solutions On-Line**

Motorola Solutions On-Line eCase Management provides a fast, intuitive, and efficient interface for Technical Case Management that allows customers to open, update, and view the status of their cases on the web.

**Setting Up a Motorola Solutions On-Line Account**

To set up a Motorola Solutions On-Line account, please visit <https://businessonline.motorola.com> and follow the directions on the link for "Sign Up Now."

A User ID and Password are not required for setting up your account. After accessing the link above, indicate in the "Additional Information" field you are a Public Safety customer seeking access to eCase Management. Once you submit your request, you will receive a confirmation email indicating receipt and including additional details about the Motorola Solutions On-Line account set up. In approximately 4-5 business days an additional email will be sent which includes details about your On-Line account.

### **Accessing the Technical Case Management web site**

Once you have set up your agency's Motorola Solutions On-Line Account, to access the site simply log onto Motorola Solutions at [businessonline.motorola.com](https://businessonline.motorola.com) with your user ID and password, click on the **Contact Us** → **Open Case**, and select **System Support Issue** from the Issue Type drop-down.

### **Primary Features of On-Line Technical Case Management**

Motorola Solutions customers have three main functions available through Motorola Solutions On-Line to manage their cases:

- A. Open new cases**
- B. Search for existing cases and view details of the existing case**
- C. Update existing cases by adding notes**

#### *A. Open a New Case*

1. Log into Motorola Solutions On-Line
2. Click on the "Case Mgmt" → Open Case

The screenshot shows the Motorola Solutions On-Line eCase Management web interface. At the top right, it says "Welcome PSA Customer" with links for "Contact List", "Help", and "Logout". The Motorola Solutions logo is on the left. Below the logo is a navigation menu with items: "Buying Center", "Resource Center", "Training", "Order Status", "My Carts", "Repair Center", "Account Status", "Settings", and "Case Mgmt". A search bar is located on the right side of the navigation menu. Below the navigation menu, there is a "Change" button and the text "MOTOROLA SYSTEM SUPPORT CENTER (1012597730) 2214 GALVIN DR, ELGIN, IL". To the right of this text are two buttons: "Open Case" and "Search Cases". Below this, there is a "Home" link and the text "(800) 814-0601 Contact Motorola Solutions for your customer care needs." At the bottom left, there is a "HOME" link.


3. Then select the Reason Code = **System Support Issue** (and the page will automatically reload)

**Open Case**

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the Motorola Membership Site

Contact Name: PSA Customer WebID  
Contact Phone: 8008140601  
Contact Email: PT1728@MOTOROLASOLUTIONS.COM

Reason: System Support Issue ▼ 

Title: \_\_\_\_\_

System Support Site: Please Specify ▼

Case Type: Please Specify ▼

Severity: Please Specify ▼

System: Please Specify ▼

Description: \_\_\_\_\_

- Fill in the Case Title (description of request) and choose the applicable Site (which are listed alphabetically)
4. Choose case type **Technical Support**, Severity Level and **Public Safety Applications System**
  5. Fill in a detailed description of your issue
  6. Click "Create Case"

**Open Case**

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the Motorola Membership Site

Contact Name: PSA Customer WebID  
Contact Phone: 8008140601  
Contact Email: PT1728@MOTOROLASOLUTIONS.COM

Reason: System Support Issue ▼

Title: \_\_\_\_\_


System Support Site: Please Specify ▼

Case Type: Please Specify ▼

Severity: Please Specify ▼

System: Please Specify ▼

Description: \_\_\_\_\_

  
**Create Case**

7. eCase Management will give immediate confirmation of case number (new case numbers are 8 digits long)
8. The confirmation screen includes "expand all" and "collapse all" buttons for case notes

B. Search for a Case

1. Log into Motorola Solutions On-Line
2. Click on the "Case Mgmt" → Search Case
3. Enter the exact case number or enter search criteria to find a range of tickets
4. Click "Got To" or "Search"

Welcome PSA Customer | Contact List Help Logout

**MOTOROLA SOLUTIONS** Search

Buying Center ▾ Resource Center ▾ Training ▾ Order Status ▾ My Carts ▾ Repair Center Account Status Settings ▾ Case Mgmt ▾

Change MOTOROLA SYSTEM SUPPORT CENTER (1012597730) 2214 GALVIN DR, ELGIN, IL Open Case  
Search Cases

Home  
(800) 814-0601 Contact Motorola Solutions for your customer care needs.  
**HOME**

**Go Directly to Case**

Case Number:

(Please enter the exact case number.)

Go To



**Enter Search Criteria**

Case Number:

Title:

Type: All My Cases ▾

Condition: Open ▾



01 Sep 2002

To

06 Mar 2012

Reset

Search



### C. Add Notes to an Existing Case

1. You can also add notes after submitting your case, by clicking on the "Add Notes" button

Add Note - Open Case - Search Cases

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Details for Case # 20000216 Case Number

Title: TEST

<p>Case Condition: Open          Customer Name: TEST CUSTOMER          Case Status: Not Assigned          Issue Type: System Support          Case Source: Web          Contact Name: Test Test Web@          Contact Phone: 847 725-4002          Contact Email: test@test.comtest</p>	<p>System Site ID: MDP130          System Site Name: Test Site as an example          Case Systems IT          Case Type: Network Management</p>
---	--

Expand/Collapse Buttons

  
Expand All Collapse All

Activity	Date/Time	Activity Summary
+	12/11/2004 3:58:53 PM	Created by contact Please Specify, Status = Not Assigned
+	12/11/2004 3:49:33 PM	Added by contact

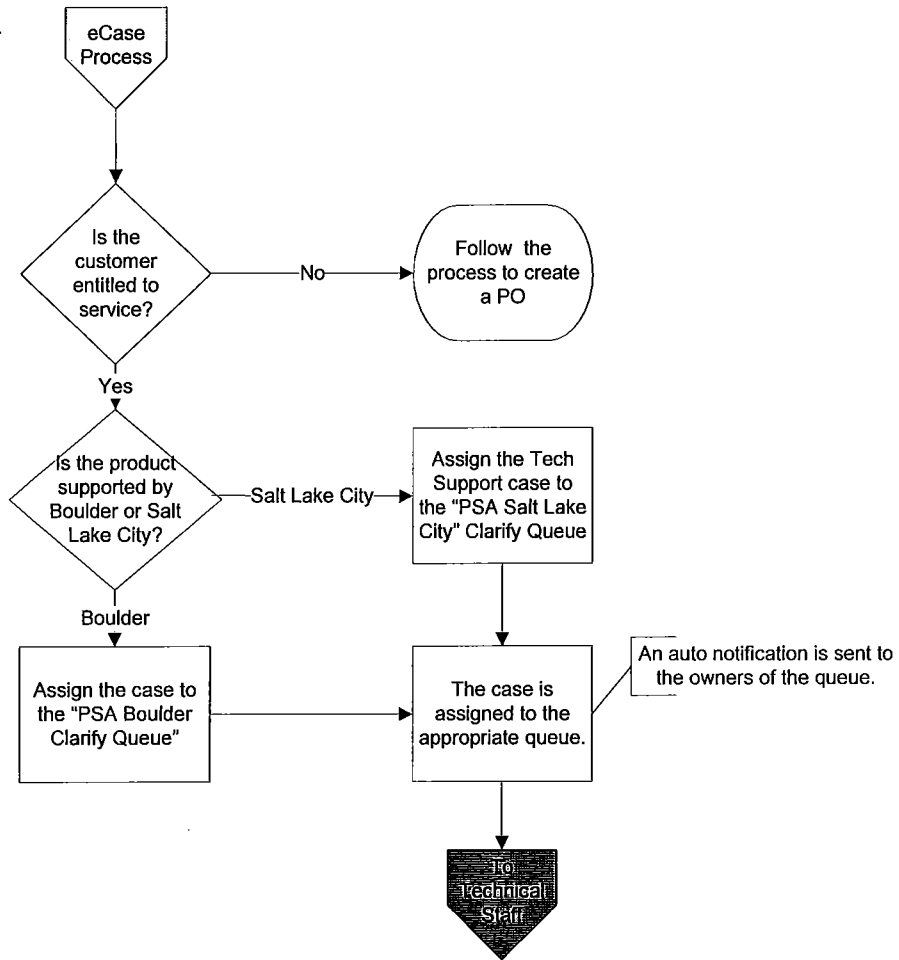
Previous Add Note Add Notes

### Motorola Solutions On-Line Support

1. Motorola Solutions does not recommend using this tool for opening Severity 1 or 2 cases. For any critical issues, customers should contact the System Support Center by calling 800-323-9949 and following the appropriate prompts.
2. The same guidelines would apply to updating cases with critical information. Any critical updates should be reported directly to Support at 800-323-9949.
3. When updating case notes, please provide contact information, which includes phone number, email, etc.
4. For questions on Motorola Solutions On-Line eCase Management or administrative support, please contact the Motorola Solutions Online Helpdesk at 800-814-0601.

Requirements for effective usage:  
Browser: Internet Explorer 5.0 or greater  
Valid MOL user ID and Password

### Motorola On-line Flow





### **Option 3 - Submit a ticket via Email Case Management**


An alternative Customer Support tool is available for PSA customers. Along with the toll-free phone number and Motorola Solutions Online, customers can request technical support by email. For many customers who use their PDA as a means to open cases, email ticketing provides additional flexibility for initiating cases.

To ensure proper case management and contractual response, email ticketing is only available for severity levels three and four. In order to properly process a ticket via email, the message must be formatted exactly as described below: Instructions are also located under "Resources" at: <https://motonline.mot.com>

1. Address your email to [PSACASE@motorolasolutions.com](mailto:PSACASE@motorolasolutions.com)
2. Type **PSA Service Request** and a brief description of the system issue in the Subject line of the e-mail message. This will become the case title
3. Type **Site ID =** followed by the site identification number of the system location
4. Type **Product Type=** followed by the product family type. Choose from the following list:
  - CAD (OR FRIENDS OF CAD, such as AWW, ATM, AVL and UDT)
  - CSR (CUSTOMER SERVICE REQUEST)
  - INFOTRAK, LRMS
  - JAIL MANAGEMENT (OFFENDERTRAK)
  - MOBILE APPLICATIONS (PMD, AIRMOBILE, TXMESSENGER)
  - NETRMS
5. Type **Contact First Name =** followed by your first name or the name of the person you would like support personnel to contact
6. Type **Contact Last Name =** followed by your last name or the name of the person you would like support personnel to contact.
7. Type **Phone Number =** followed by the area code and phone number where the contact person may be reached
8. Type **Severity Level =** followed by either severity level 3 or 4. All severity level one or two cases must be opened via the toll-free PSA customer support number
9. Type **Problem Description =** followed by a comprehensive description of the problem
10. Send the message to us. You will receive an email with your case number for future reference.

If an email response is not received, or if you need to open a severity level one or two case, please contact the PSA customer support at 1 800-323-9949 for further assistance.

#### **SAMPLE Email Ticket Formatting:**

	To...	PSACASE
	Cc...	
	Bcc...	
Subject:		PSA Service Request: NetRMS Reports Not Functioning
<p>Site ID number: PSA1234_(NetRMS_) (<i>Clarify site identification number</i>) Product type: NetRMS (<i>Specific product such as LRMS, NetRMS, PremierMDC, etc.</i>) Contact first name: John Contact last name: Doe Phone number: 303-123-4567 Severity level: Level 3 (<i>Email ticketing is available for severity levels three and four only</i>) Problem description: NetRMS does not allow for the creation of manual-case reports which is affecting the generation of daily reports (<i>Include a comprehensive description of the problem</i>)</p>		

### III. Severity Levels and Case Management

Motorola Solutions services and response times are based on the severity levels of the error a customer is experiencing as defined below. This method of response allows Motorola Solutions to prioritize its resources for availability on our customer's more severe service needs. Severity level response time defines the actions that will be taken by Motorola Solutions Support team. Due to the urgency involved in some service cases, Motorola Solutions will make every reasonable effort to provide a temporary or work around solution. When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable Supplemental and or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	<b>Total System Failure</b> - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification
2	<b>Critical Failure</b> - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	<b>Non-Critical Failure</b> - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	<b>Inconvenience</b> - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

*Incoming cases are automatically assigned an initial Severity Level of 3, unless otherwise indicated or determined at the time the case is logged. When escalation is required, Motorola Solutions adheres to strict policy dictated by the level of problem severity.*

### Severity Level One Escalation

Once an issue is escalated to Engineering, the following table is used as an Engineering resolution guideline for standard product problems.

<b>Escalation Policy- Severity Level 1</b>		
<b>CRITICAL</b>	<b>ACTION</b>	<b>RESPONSIBILITY</b>
0 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
2 Hours	If a resolution is not identified within this timeframe, SA escalates to the Customer Support Manager who assigns additional resources. Email notification to Director of Customer Support and Director of System Integration.	Support Analyst Support Manager
4 Hours	If a resolution is not identified within this timeframe, Customer Support Manager escalates to the Director of Customer Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President Customer Support.	Support Manager Director of Customer Support Director of Systems Integration
8 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and account team.	Support Manager Director of Customer Support Director of Systems Integration VP of System Integration VP of Customer Support
12 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and account team, Senior Vice President's of Operations, System Integration, Customer Support and Engineering.	Senior Management Support Operations Systems Integration Engineering

All **Severity Level 1** problems will be transferred or dispatched immediately to the assigned Motorola Solutions technical support representative, to include notification to Motorola Solutions management 24x7. All other severity level problems logged after business hours will be dispatched the next business morning.

- 3.1 **Reporting a Problem.** Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Motorola Solutions call incoming center. Motorola Solutions will notify the Customer if Motorola Solutions makes any changes in Severity Level (up or down) of any Customer-reported problem.
- 3.2 Motorola Solutions will use best efforts to provide Customer with a resolution for Severity 1 and Severity 2 issues within a reasonable time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Motorola Solutions diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Motorola Solutions cannot reproduce, Motorola Solutions may enable a detail error capture/logging process to monitor the System. If Motorola Solutions is unable to correct the reported Residual Error within a reasonable time, Motorola Solutions will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Motorola Solutions, in its sole discretion, determine that such Residual Error is not present in its Release, Motorola Solutions will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.
- 3.3 **Error Correction Status Report.** Motorola Solutions will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

## **IV. Key Responsibilities**

### **4.1 Motorola Solutions Responsibilities**

- 4.1.1 **Support on Motorola Solutions Software.** Motorola Solutions will provide any required software fixes in the form of either a "patch" or in a Supplemental (maintenance) Release.
- 4.1.2 **Motorola Solutions Response.** Motorola Solutions will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.
- 4.1.3 **Remote Installation.** At Customer's request, Motorola Solutions will provide remote installation advice or assistance for Updates.
- 4.1.4 **Software Release Compatibility.** At Customer's request, Motorola Solutions will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola Solutions Software Supplemental or Standard Releases
- 4.1.5 **Customer Notifications.** Motorola Solutions will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.
- 4.1.6 **On-Site Software Correction.** Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola Solutions facilities. Motorola Solutions will decide whether on-site correction of any Residual Error is required and will take appropriate action.
- 4.1.7 **On-site Product Technical Support Services.** Motorola Solutions will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition. Customer will provide on-site hardware service or is responsible for purchasing on-going maintenance for 3rd party on-site hardware support.
- 4.1.8 **PremierCAD HP NonStop S-Series Services:**

Continuous Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within two (2) hours for customers within 50 miles of an HP Service Center. Includes on-site coverage for national holidays.
High Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within four (4) hours. Includes on-site coverage for national holidays.
Enhanced Availability	The PPM is 8 a.m. – 5 p.m. Monday-Friday, excluding national holidays. On-site response time is next business day.

Premier CAD HP NonStop Series hardware service plans coverage includes:

- Perform corrective service during the PPM specified in the Plan.
- Log all service requests and furnish telephone and/or on-line diagnostic services from the Motorola Solutions' call intake center or the HP Nonstop Global Management Call Support Center (GMCSC) 24 hours per day, 7 days per week.
- Furnish all labor, parts, materials, and on-site service during the PPM as necessary to ensure HP NonStop Series hardware is operating in accordance with applicable published specifications. Replacement parts will be new or equivalent of new in performance. Replaced parts will become the property of HP.
- Install any mandatory Field Change Order(s) required for the safety or proper operation of maintained HP NonStop Series hardware.
- Assign an HP area Lead with rotational Customer Engineers based on geographical regions that will be responsible for providing service.

- Provide unlimited level 0 support provided by Motorola Solutions System Support Center
- Provide unlimited level 1, 2, and 3 technical telephone support provided by Motorola Solutions Technical Support Team
- Escalation to Engineering for 4<sup>th</sup> level support as appropriate
- Telephone and Remote VPN support
- Software patches, bug fixes and Supplemental (maintenance) releases as described in the maintenance and support agreement terms
- Repair or exchange of hardware component failures during the warranty term (as applicable)
- Respond to customer's support requests timely. Response criteria are based on severity level as described in Section III of this document.

4.1.9 **Decision Support System ("DSS") Products.** (*Applies to Motorola Solutions Premier CAD Software only*). The CAD DSS products are supported on a consultative basis only with annual consultation hours not to exceed eight (8) hours. Any additional consultation will be invoiced on a time and material basis at Motorola Solutions then current rates for professional services

4.1.10 **Principle Period of Maintenance.** At Customer's request, Motorola Solutions will provide continuous effort to repair a reported problem beyond the PPM per the customer selected service level, provided Customer gives Motorola Solutions access to the Equipment before the end of the PPM, Motorola Solutions will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional support will be invoiced on a time and material basis at Motorola Solutions then current rates for professional services.

4.1.11 **Compliance to Local, County, State and/or Federal Mandated Changes.** (Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, NCIC and state interfaces are not part of the covered Services.

4.1.12 **Anti-virus Software.** At Customer's request, Motorola Solutions will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola Solutions will respond to any reported problem as an escalated support call.

4.1.13 **Account Reviews.** Upon request, Motorola Solutions will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

4.1.14 **Reports.** Service history reports and notifications are available from the Motorola Solutions call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.

4.1.15 **Annual System Performance Review and Report.** Motorola Solutions will prepare the following reports to include.

The following *applies to Premier CAD & HP NonStop Software only*:

- |                      |   |
|----------------------|---|
| (a) System Analysis  | MEASURE: Evaluate disk and CPU load                             |
|                      | PEEK: Evaluate memory availability and use                      |
|                      | VIEWSYS: Evaluate use and availability of PCBs                  |
|                      | EMSA/TMDS: Review logs for hardware reports                     |
|                      | File Sizing Review file sizing on changeable files              |
|                      |   |
| (b) Pathway Analysis | Evaluate effectiveness of system configuration for current load |
|                      | Evaluate TCP/Server statistics                                  |
|                      | Evaluate efficiency of server class maximum and minimum         |

settings

- (c) Performance Analysis      TMX Timings: Evaluate application response times

The following *applies to Motorola Solutions® Computer Aided Dispatch Software with on Stratus ftServer only*:

- Update Equipment drivers
- Upload Equipment patches, hot fixes and firmware
- Evaluate effectiveness of System configuration for current load based upon overall CPU Utilization

Based on the Annual System Performance Review and Reports, Motorola Solutions Technical Support Analyst will review findings and recommend software or hardware changes to improve overall operations.

- 4.1.16 **Maintenance Contract Administration.** Motorola Solutions Maintenance Contracts Administration Department manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola Solutions system.

Approximately four months prior to the expiration of the warranty period, the Motorola Solutions Contracts territory specialist will contact the customer to discuss the options available for their specific site. The terms of the agreement can be customized to your agency's budgetary requirements and cycle. Motorola Solutions offers various levels of support to meet an agency's requirements, for example:

- Telephone, VPN support for software fixes
- Varying hours of coverage
- Third party vendor services
- On-site services
- Users Conference
- Professional Services

## 4.2 **Customer Responsibilities**

- 4.2.1 **Initiate Service Request Cases.** Contact Motorola Solution through authorized tools and processes outlined in the Motorola Maintenance and Support agreement Exhibit B to initiate technical support request case.
- 4.2.2 **Assess Severity Level.** Assist in assessing the correct severity level per the severity level definitions found in Motorola Maintenance and Support Agreement Exhibit B.
- 4.2.3 **Escalate Appropriately.** Contact Motorola Solutions to add information or make changes to existing technical support cases, or escalate service requests to Motorola management. Motorola Services management contact information provided in the Motorola Solutions Maintenance and Support Agreement Exhibit B.
- 4.2.4 **Support on Hardware.** Customer will provide all on-site hardware service or is responsible for purchasing on-going maintenance for 3<sup>rd</sup> party on-site hardware support. Third party support on some system components may be available through Motorola Solutions maintenance and support agreement. Customer will contact the appropriate vendor directly for parts and hardware service if not purchased through Motorola Solutions maintenance and support agreement.
- 4.2.5 **VPN connectivity.** Provide VPN connectivity and telephone access to Motorola Solutions personnel.

- 4.2.6 **Anti-virus software.** Run installed anti-virus software.
- 4.2.7 **Operating System (“OS”) Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to the System. Before installing OS upgrades, Customer will contact Motorola Solutions to verify that a given OS upgrade is appropriate.
- 4.2.8 **Trouble Report Form** To better assist us in gathering details for analyzing and repairing your system errors, Motorola Solutions has created the Trouble Report Form (page 21). Completion of this form by the customer is voluntary.

The Trouble Report form helps Motorola Solutions Technical Support reduce errors by increasing the understanding of the problem description definition. It may also improve repair time by understanding the probability of repeat errors. Additionally, should escalation to Motorola Solutions Engineering team be required, information gathered on this form will aid by potentially avoiding the wait associated with error reoccurrence.

Information customers provide on the Trouble Report form will assist Motorola Solutions Support team expedite the troubleshooting process. Your assistance in providing the information is appreciated. Once you complete the form, please e-mail or fax this form to the Technical Support Representative assigned to work on the issue reported.

# Trouble Report Form

<b>Agency Name:</b>	<input type="text"/>	<b>Motorola Solutions Case Number:</b>	<input type="text"/>
<b>Contact Name:</b>	<input type="text"/>	<b>E-mail Address:</b>	<input type="text"/>
<b>Contact Phone:</b>	<input type="text"/>	<b>Contact Fax:</b>	<input type="text"/>
<b>Severity Level:</b>	<input type="text"/>	<b>CAD Correction#:</b>	<input type="text"/>
<b>Subject:</b>	<input type="text"/>		
<b>Product/Version:</b>	<input type="text"/>		
<b>Problem Description:</b>	<p>Please ensure that the description provided is as detailed as possible. By including accurate details, Motorola Solutions opportunity to resolve the issue promptly and successfully increases. Please be sensitive to the use of verbiage that is specific to your agency or area of the country. Full understanding of the facts on a reported issue increases Motorola Solutions probability of locating a root cause and achieving a timely resolution.</p>		
	<input type="text"/>		
<b>Steps to Duplicate:</b>	<p>Motorola Solutions understands that duplication is not always easy. However, if you are able to duplicate the issue, providing us with the detailed keystrokes will greatly improve our ability to correct the issue in question. When unable to duplicate the issue on demand, providing us with detailed steps that preceded the issue reported will greatly help.</p>		
Step One:	<input type="text"/>		
Step Two:	<input type="text"/>		
Step Three:	<input type="text"/>		
Step Four:	<input type="text"/>		
Step Five:	<input type="text"/>		
Step Six:	<input type="text"/>		
Step Seven:	<input type="text"/>		
Additional Steps:	<input type="text"/>		
<b>Expected Results:</b>	<input type="text"/>		
<b>Actual Results:</b>	<input type="text"/>		
<b>Configuration Checked:</b>	<input type="text"/>		



**V. Customer Call Flow**

*To Be Provided By Customer*

**VI. Contact Information**

**Motorola Solutions Contacts**

<b>CONTACT</b>	<b>PHONE NUMBER</b>
<b>Motorola Solutions System Support Center</b>	<b>(800) 393-9949</b>
Mike Burpoe Director, Customer Support MVW436@motorolasolutions.com	(303) 527-4010
Phillip Askey Tier 2 - Technical Support Manager P.Askey@motorolasolutions.com	(720) 565-4764
David Harris Tier 1 - Technical Support Manager DavidHarris@motorolasolutions.com	(303) 527-4025
Wayne Parent Technical Support Lead – Records Applications Wayne.Parent@motorolasolutions.com	(801) 230-7032
Shelley Rhoads Customer Support Business Operations Manager srhoads@motorolasolutions.com	(951) 245-7416

**Customer Contacts (to be provided by Customer)**

<u>Customer Agency Name:</u> Address: City, State and Zip:
<u>Billing Contact Name:</u> Phone No: Fax No: Email:
<u>Backup System Administrator Name:</u> Phone No: Fax No: Email:
<u>Service Escalations Contact Name:</u> Title: Phone No: Email:

**Exhibit C**

**SUPPORT PLAN OPTIONS AND PRICING WORKSHEET**

Maintenance and Support Agreement # 105 Term Length 12 Months  
 Term Start Date January 1, 2013 Term End Date December 31, 2013

<b>CUSTOMER AGENCY</b>	<b>Douglas County Sheriff's Office</b>	<b>BILLING AGENCY</b>	<b>Douglas County Sheriff's Office</b>
Address	111 East 11 <sup>th</sup> Street	Address	111 East 11 <sup>th</sup> Street
City, State, Zip	Lawrence, KS 66044	City, State, Zip	Lawrence, KS 66044
Contact Name	Brad Schwab	Contact Name	Brad Schwab
Contact Title		Contact Title	
Telephone Number	(785) 865-8126	Telephone Number	(785) 865-8126
Fax Number		Fax Number	
Email Address	bschwab@dgsso.org	Email Address	bschwab@dgsso.org

**For support and updates on products below, please contact Motorola Solutions' Public Safety Application's Customer Support:**

**(800) 323-9949 Option 2, Option 6, then select the corresponding product prompts as follows:**

<b>1 CAD PRODUCTS</b>	<b>2 RMS</b>	<b>3 MOBILE APPLICATIONS</b>	<b>4 JAIL MANAGEMENT</b>
<input type="checkbox"/> PremierOne CAD™	<input type="checkbox"/> PremierOne Records™	<input type="checkbox"/> PremierOne Mobile™	<input type="checkbox"/> Offendertrak™
<input type="checkbox"/> Premier CAD™	<input type="checkbox"/> FRMS	<input checked="" type="checkbox"/> Premier MDC™	<input type="checkbox"/> Imagertrak™
<input type="checkbox"/> Motorola Solutions® Computer Aided Dispatch	<input type="checkbox"/> NetRMS	<input type="checkbox"/> AirMobile™	<input type="checkbox"/> Case Management System
<input type="checkbox"/> CAD HP NonStop™Series hardware	<input type="checkbox"/> Cruiser	<input type="checkbox"/> TxMessenger™	
	<input type="checkbox"/> ActivePaper		
<b>5 LRMS</b>		<b>0 OTHER</b>	
<input type="checkbox"/> Infotrak™ (LRMS)	<input type="checkbox"/> Integration Framework	<input type="checkbox"/> Custom Software	
	<input type="checkbox"/> UCRR	<input type="checkbox"/> Enhancements to Products	
	<input type="checkbox"/> Customer Service Request System	<input type="checkbox"/> Other	

<b>MOTOROLA SOLUTIONS SERVICES</b>	<b>TERM FEES</b>
<input checked="" type="checkbox"/> <b>STANDARD SUPPORT SERVICES</b>	<b>\$ 18,138.00</b>
1 Customer Support Plan	\$ Included
2 Case Management 24X7	\$ Included
3 Technical Support Monday through Friday 8:00 a.m. to 5:00 p.m. Customer local time	\$ Included
4 Third-party Vendor Coordination	\$ Included
5 On-site Support (when applicable)	\$ Included
6 System Audit for PremierCAD HP NonStop	\$ Included
7 SW Releases: Standard & Supplemental	\$ Included
8 Access to Users Group Site	\$ Included
<input type="checkbox"/> <b>SUPPLEMENTAL SERVICE OPTIONS</b> <i>Service Descriptions Available Upon Request</i>	
1 24x7 Technical Support Svcs	\$ N/A
2 Time and Materials	\$ N/A
3 Professional Services Training	\$ N/A
4 Professional Services Upgrades	\$ N/A
5 Preventive Maintenance	\$ N/A
6 Users Conference Advance Purchase	\$ N/A
7 On-site Support (Dedicated Resource)	\$ N/A
8 GeoFile Services	\$ N/A

**MOTOROLA SOLUTIONS TOTAL FEES \$ 18,138.00**

<b>USERS CONFERENCE ATTENDANCE ADVANCE PURCHASE DETAILS</b>			
<input type="checkbox"/> Users Conference Attendance (\$2,650 per Attendee)	Year	<b>2013</b>	Number Attendees <b>0</b>
• Registration fee		• Roundtrip travel for event (booked by Motorola Solutions)	
• Hotel accommodations (booked by Motorola Solutions)		• Rental car (booked by Motorola Solutions)	
• Daily meal allowance (determined by Motorola Solutions guidelines)			

**TERM GRAND TOTAL\* \$ 18,138.00**

\*Excludes taxes if applicable

Prepared by: **Christine Lay, (909) 598, 2964, christinelay@motorolasolutions.com**

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**Exhibit D**  
**LABOR RATES**

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**MAINTENANCE AND SUPPORT AGREEMENT**    105

**TERM:**    01/01/13-12/31/13

**CUSTOMER:**    Douglas County Sheriff's Office

The following are Motorola Solutions' current billable rates, subject to an annual change.

**The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the PPM.**

<b>SERVICE HOURS</b>	<b>LABOR RATES</b>
8 a.m.-5 p.m. M-F (local time)	\$186 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Solutions Holidays	\$279 per hour, 2 hours minimum

**The following rates apply to Customers without a current, active Maintenance and Support Agreement.**

<b>SERVICE HOURS</b>	<b>LABOR RATES</b>
8 a.m.-5 p.m. M-F (local time)	\$372 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Solutions Holidays	\$558 per hour, 2 hours minimum

Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and /or materials will be quoted at the time of customer request for services.

# Update: Energy Efficiency Projects & Upcoming Sustainability Initiatives

Provided by:

Eileen Horn, Sustainability Coordinator

Bill Bell, Maintenance Director

Douglas County Sustainability Team

# Energy Efficiency: a multi-tiered approach

- **Community Engagement**
  - Educational programs targeted to:
    - Residents: Take Charge Challenge & Green Business Leaders
    - Staff: Sustainability Team
- **Policy**
  - Adoption of building codes
- **Municipal Leadership**
  - Best practices: audits to retrofits
  - Projects in municipal facilities
  - Revolving loan for energy efficiency

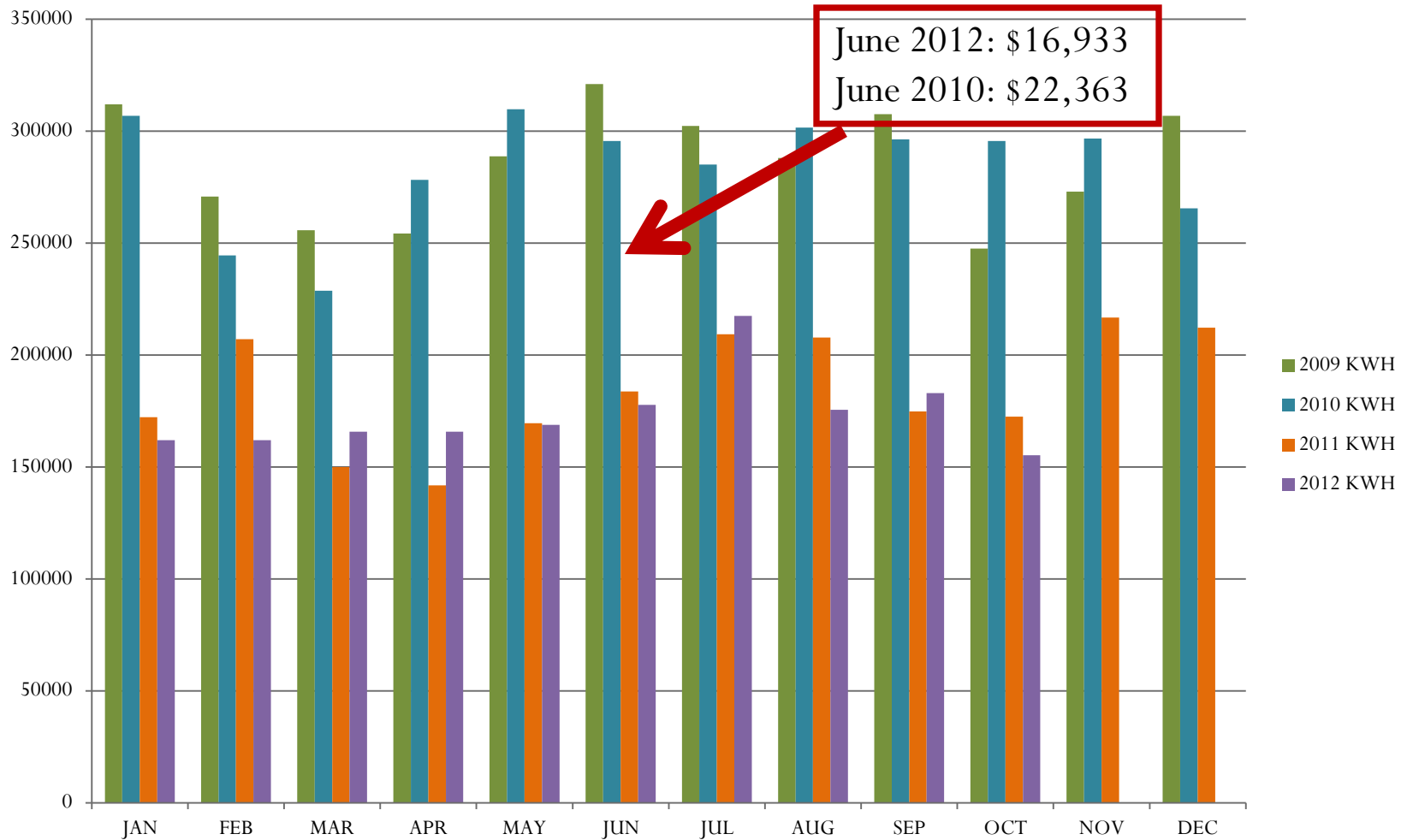


# Energy Efficiency Projects: 2010, 2011

## Providing Ongoing Savings

1. Efficiency retrofits to Judicial Law Enforcement Center
2. Replacement of Courthouse boiler
3. KSU Extension Office:
  - Energy audit and energy efficiency improvements
  - Solar photovoltaic panels
4. Solar thermal panels at Jail and Youth Services
5. Participation of Lawrence and Baldwin City in Take Charge Challenge
6. Hybrid administration cars

# JLE Electricity Usage (kWh):



**YTD Savings: \$103,592.00**

# Extension Office Solar PV system:

- ✓ 12,450 kWh generated
- ✓ \$1,120 saved
- ✓ 19,000 lbs avoided CO<sub>2</sub> emissions:
  - ✓ = planting 225 trees
  - ✓ = not burning 985 gallons of gasoline
- ✓ Lessons learned shared via: radio, news papers, Extension web site, You- tube videos, the Lawrence Energy Fair, and five organized tours.

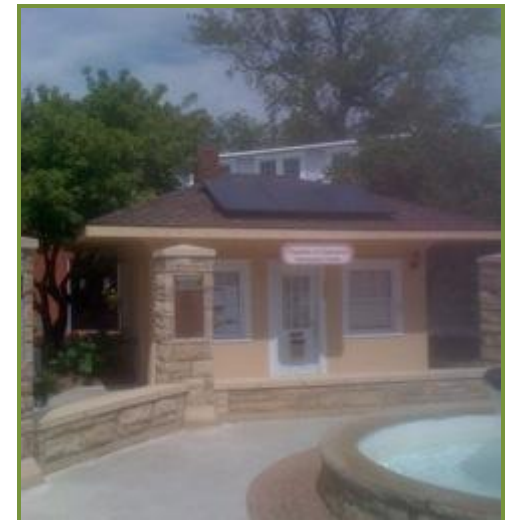




# 2012: Baldwin City WINS Take Charge Challenge:

**Used \$100,000 prize to fund:**

- LED lights in downtown lamps,
- High efficiency bulbs in all city buildings,
- Upgraded lighting at USD 348 middle school gymnasium,
- Solar panels on the Chamber of Commerce.



# Sustainability and Energy Savings Reinvestment Fund

- Created in November 2011
- Initially seeded with \$300,000 (in equipment reserve)
- **Projects funded to date: 8**
- Current balance = \$225,000
  
- Priority for funding given to projects that:
  1. Reduce energy costs and operating expenses.
  2. Promote the implementation of innovative sustainability solutions.
  3. Demonstrate County's commitment to sustainability, stewardship, and conservation.

# Energy Efficiency Projects Funded 2011 & 2012

- Building 21 Lighting Retrofit (\$1,825)
- County Clerk: Epoll Books (\$220)
- Health Dept. LED lighting (\$892)
- KSU Extension Office Lighting Retrofit (\$600)
- Hybrid vehicle for Youth Services (\$1,150)
- Recycling bins at Fairgrounds Buildings (n/a)
- Exterior & parking lot lighting retrofit at YS (\$3,580)
- United Way Boiler Retrofit (\$3,400)

*(annual savings in parenthesis)*

*Total annual energy savings = \$11,600*







# Upcoming Energy Saving Initiatives:

- Courthouse energy efficiency retrofit  
(similar to JLE: VAV box retrofits, AHU upgrades, improved controls and operations)
- LED parking lot lights – for South Park lot
- Opportunities in 24 hour facilities (Jail, YS)
- Web-programmable thermostats (Fairgrounds)
- Future Public Works facility

# Upcoming Energy Saving Initiatives:



*Are you ready to put some energy into your profits?*

**JOIN THE CITY'S  
GREEN BUSINESS LEADERS PROGRAM**

- Learn how to slash your energy costs with a FREE energy audit
- Make improvements to your building that will save money and energy
- Earn recognition as a Green Business Leader in your community

**APPLY TODAY!**

<http://www.lawrenceks.org/green-business-leaders>



# Douglas County Sustainability Goals

## Douglas County will:



- incorporate sustainable landscaping practices.
- continue to implement an organization-wide document management system to reduce paper waste.
- reduce waste (priority order: reduce consumption, reuse existing equipment, recycle or buy recycled products)
- incorporate sustainable practices into road operations.
- be more efficient with fuel consumption.



- reduce energy consumption by 30% by 2015. (2009 baseline)
- strive to meet LEED standards for certification in new County buildings.



- ***create and deliver a sustainability employee education and action campaign.***
- ***encourage sustainability as a routine and normal practice for Douglas County employees.***



- adopt policy to articulate that sustainability is a valued position.



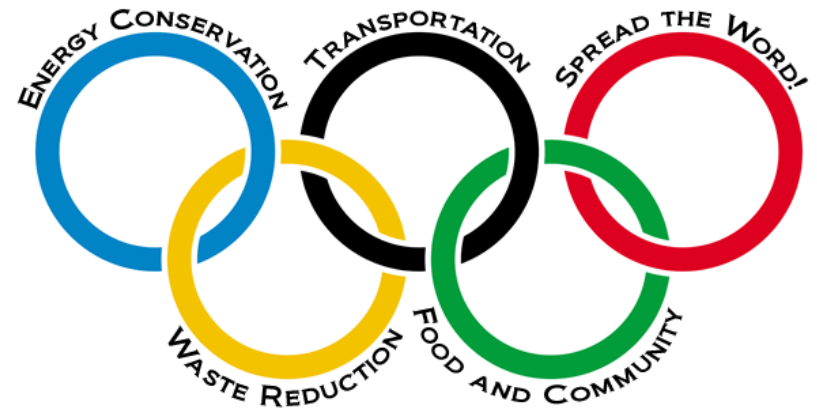
- provide services to citizens in their homes when appropriate (i.e. online services).
- facilitate community understanding of sustainability practices.

# Douglas County Sustainability Team



# Sustainability Team Initiatives:

- Green Games – April 2013
- Lunch ‘n Learn opportunities
- Community Supported Agriculture – pickup at the County Courthouse
- Paper Use Reduction Initiatives:
  - Reduce unnecessary printing.
  - Switch to recycled content papers.
  - Remanufactured toner cartridges.



Questions?

## MEMO

TO: Board of County Commissioners

FROM: Jeannette Blackmar, on behalf of the Heritage Conservation Council (HCC)

DATE: December 7, 2012

RE: **Review of 2013 Heritage Grant Documents**

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The HCC requests the Board of County Commissioners to review the following documents related to the 2013 Heritage Grant Program. These include:

- 2013 Heritage Grant Timetable
- 2013 Heritage Grant Guideline
- 2013 Heritage Grant Application
- 2013 Heritage Grant Project Agreement
- 2013 Heritage Grant Interim Project Report
- 2013 Heritage Grant Final Project Report

The Heritage Conservation Council is proposing that the 2013 Heritage Grant Program be structured as it was in 2012. This includes the invitation for all applicants—those submitting either a target grant application or a major grant application—to make a presentation to the HCC as part of the evaluation process.

### Funding Allocation

The Douglas County Commission allocated \$325,000 in the 2013 County budget to assist with the development and creation of natural and cultural heritage conservation projects. As recommended in the Heritage Conservation Task Force Final Report (2011), the 2013 Heritage Grant Program once again is structured to consist of Major grants (55% of funding allocation; \$178,750) and Target grants (30% of funding allocation; \$97,500).<sup>1</sup> A Major grant proposal is defined as a proposal requesting at least \$105,000. Target grant proposals may request at most \$104,999.

### Grant Timetable

The 2013 Heritage Grant Program application period is planned to extend from January 1, 2013 to March 15, 2013. This provides an additional 2 ½ weeks for applicants to complete their grant application from the 2012 heritage grant cycle.

A Heritage Grant Workshop hosted by the HCC is slated for January 24, 2013. Review of applications by the HCC begins in mid-late March<sup>2</sup> and concludes by April 25, 2013. The Council's recommendation will be forwarded to the Board of County Commissioners during the week of April 28<sup>th</sup>.

### Heritage Grant Documents

There are no substantive changes to the grant guideline, grant project agreement, the interim report, and the final report for the 2013 heritage grant cycle. The grant application was streamlined by eliminating redundant questions and sequencing the questions to reflect the criteria by which the grant applications are evaluated as presented in the 2013 Heritage Grant Guidelines. These changes will increase the ease in completing the grant application as well as benefit the individual evaluation by HCC members.

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<sup>1</sup> Depending on the nature of the grant applications, the grant awards may vary slightly from these funding allocations.

<sup>2</sup> Each HCC member receives copies of submitted applications by March 19 for individual review. The HCC meets on April 11 and April 18 to collectively evaluate the applications.

TO: Heritage Council Members  
FROM: Jeannette Blackmar  
DATE: December 6, 2012  
RE: **Recommended Heritage Grant Cycle Dates from HCC November 1, 2012 Meeting**

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<b>DATE</b>	<b>EVENT</b>
Dec 6	Grant documents and timetable approved by Council
Dec 14	Grant documents to Craig Weinaug and Board of Commissioners for review
Dec 19	Approval of grant documents on Board of Commissioner's agenda (if needed)
Jan 1	Grant application period begins (all grant documents available to the public)
Jan 24	Grant workshop
March 15	Grant application deadline
March 19	Submitted grant applications available for Council review
Week of March 24	Applicant Presentations
Week of March 31	Applicant Presentations
April 11	Council Evaluation of grant applications
April 18	Council Evaluation and Recommendation for grant awards
April 25	Council Evaluation and Recommendation (if needed) / Council recommendation for grant awards on Board of Commissioner's agenda
April 24 or May 1	Council recommendation for grant awards on Board of Commissioner's agenda
Early May	Letters to all grant applicants mailed; awardees receive project agreement



Heritage Conservation Council

**FY 2013 Douglas County Natural & Cultural Heritage Grant Program Guidelines**

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**I. OVERVIEW**

**Purpose**

The Douglas County Commission authorized \$325,000 in the 2013 County budget to assist with the development and creation of natural and cultural heritage conservation projects. Following the recommendations outlined in *The Natural & Cultural Heritage Task Force Final Report*<sup>1</sup>, the Heritage Conservation Council (HCC) allocated funding for 2013 heritage priorities as follows:

<b>Funding Priorities</b>	<b>Allocation Percentage<sup>2</sup></b>
Major Grant Project(s)	55%
Target Grant Projects	30%
Douglas County Inventory of Natural & Cultural Resources	10%
Administration	5%
Total	100%

**Major Grants**

One or two major grant projects can receive up to 55% of the total allocated funds. A major grant proposal is defined as a proposal requesting at least \$105,000. Grant projects falling in this category should be large enough to have a major impact on the conservation of our natural and cultural resources. These grants are competitive and not every proposal will be funded.

**Target Grants**

A series of target grant projects can receive up to 30% of allocated funds. Target grant proposals are equally important for conserving Douglas County natural and cultural heritage and may request at most \$104,999. These grants are competitive and not every proposal will be funded.

**Grant Period**

FY2013 grants should be completed within a 24 month period from the project start date.

**Grant Timeframe**

Application Deadline	March 15, 2013
Applicant Presentations	Week of March 25 & March 31, 2013
HCC Evaluation	April 11 & April 18, 2013
HCC Recommendation on Board of County Commissioners' Agenda	April 24, 2013

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<sup>1</sup> The Taskforce Report provides a detailed framework to conserve Douglas County's natural and cultural heritage. [http://www.douglas-county.com/depts/ad/hcc/ad\\_hcc.aspx](http://www.douglas-county.com/depts/ad/hcc/ad_hcc.aspx).

<sup>2</sup> Major and Target Grant allocation percentages are subject to change during the HCC's grant evaluation process.

## Contact

For questions about the natural & heritage grant program, contact Jeannette Blackmar, HCC Coordinator, at [jblackmar@douglas-county.com](mailto:jblackmar@douglas-county.com) or 785.330.2878.

## II. ELIGIBILITY

### Who Can Apply

Individuals, nonprofit organizations, universities, K-12 schools, businesses and any unit of local government.

Individuals or organizations with an open or completed 2011 and/or 2012 Douglas County natural and cultural heritage grant may apply for 2013 grant funds.

Individuals or organizations may apply for multiple grants to support separate projects.

### Project Geographic Location

Grant projects must occur in Douglas County, Kansas.

### Project Categories

To be eligible for funding, projects must fall into at least one of the following categories:

1. Historic Structures
2. Prairie; woodlands, waterways; habitat restoration/preservation
3. Agriculture (working farms, heritage farms; high quality agricultural soils)
4. Freedom's Frontier themes (Civil War & pre-Civil War heritage; Settlement stories; Enduring struggle for freedom)
5. Pre-settlement history

## III. APPLICATION PROCEDURE

Grant application forms are available at [http://www.douglas-county.com/depts/ad/hcc/ad\\_hcc.aspx](http://www.douglas-county.com/depts/ad/hcc/ad_hcc.aspx) or may be obtained by contacting the HCC Coordinator.

Complete all questions contained in the grant application and submit **one original signed application, one set of original support materials (if applicable), and seven additional copies of all materials** to the Douglas County Heritage Conservation Council, Douglas County Courthouse, 1100 Massachusetts Street, Lawrence, KS 66046. The Courthouse is open Monday-Friday 8:00 a.m. until 5:00 p.m. Applications which are mailed to the above address must be postmarked by **March 15, 2013**. Hand delivered applications must be received by 5:00 p.m., **March 15, 2013**.

Late applications will not be accepted.

We encourage applicants to submit thorough and concise grant applications.

All grant applications are subject to the Kansas Open Records Act.



## IV. APPLICATION EVALUATION & SELECTION

### Evaluation Process

Applications will be reviewed for completeness by the Heritage Council Coordinator. After the application deadline closes, the Coordinator will forward complete applications to each member of the HCC for evaluation using the grant evaluation criteria (see below).

Grant applicants submitting a Major grant application and/or Target grant application will be given the opportunity to make a presentation about their proposal to the HCC.

The HCC will meet after the applicant presentations to discuss and recommend grant applications for funding. In the event that the HCC thinks that a change in direction or focus of an application would be beneficial, the Council will discuss and negotiate with the applicant on such a change before making its final grant recommendations.

The HCC will forward its grant award recommendations to the Board of County Commissioners. The Board of County Commissioners will make all final funding decisions.

### Competitive Evaluation Criteria

*The Natural & Cultural Heritage Task Force Final Report* concluded that grant applications should be evaluated according to the impact the proposed project would have on conserving our county's heritage. Therefore, as outlined in the *Task Force Final Report*, grants are evaluated by the Heritage Conservation Council based on the following criteria:

#### i) Highest Criteria

The project provides substantial benefit to the conservation of natural and cultural resources.

#### ii) Remaining Criteria (all of equal importance)

- 1. Overall Quality of Application:** Takes into consideration the grant application's completeness, clarity, thoroughness as well as the overall thoughtfulness of the grant project (i.e. is the budget thorough and reflective of the project activities? Did the applicant fully answer each application question?)
- 2. Urgency:** Refers to both the nature and extent of preservation threat.
- 3. Community Impact:** Refers to how the project contributes to maintaining or enhancing Douglas County's heritage for public benefit. This may include public educational benefit and/or economic impact.
- 4. Connectivity:** Refers to how strongly the project connects to both physical sites and interpretive stories.
- 5. Educational/Interpretative Value:** Refers to opportunities for the public to acquire educational benefit (i.e. Is there evidence of educational programs, exhibits and/or publications?).
- 6. Public Access:** Does the project include opportunity for the public to experience or have contact with the project? If not, is justification provided for not allowing public access?
- 7. Affordability:** Refers directly to how reasonable the costs associated with grant project activities outlined in the budget appear. (i.e. Do the cost estimates appear valid based on known costs?)
- 8. Sustainability:** Refers to the long-term maintenance of a project. (i.e. What steps will be taken in the future to ensure the preservation of the project?)
- 9. Matching Resources:** Refers to the presence and extent of additional resources dedicated to the project activities (i.e. in-kind contributions, additional grant funding, volunteer labor).

- 10. Feasibility:** Refers to how realistic the proposed project is. Considerations include the project description, timeframe, and projected costs. (i.e. Is there evidence that the individual or organization has the capacity to accomplish the project?)

## V. TERMS & CONDITIONS

Awarded grant applicants must sign a project agreement with Douglas County. It is recommended that all potential grant applicants read the project agreement prior to submitting a grant application available at [http://www.douglas-county.com/depts/ad/hcc/ad\\_hcc.aspx](http://www.douglas-county.com/depts/ad/hcc/ad_hcc.aspx). In some instances, conditions specific to the awarding of particular grant may be added to the project agreement. Grants may be partially funded.

All awarded grant applicants shall submit a final report as outlined in the project agreement. Awarded grants in the amount of \$5,000 or more will also submit an interim grant report. These document requirements are available at [http://www.douglas-county.com/depts/ad/hcc/ad\\_hcc.aspx](http://www.douglas-county.com/depts/ad/hcc/ad_hcc.aspx).

An awarded target grant project less than or equal to \$5,000 will receive a check from Douglas County for the entire award amount upon full execution of the project agreement. Target grant projects greater than \$5,000 and Major grant projects will receive initial payment for 30% of the project work upon full execution of the performance agreement. Remaining grant funds will be distributed based upon receipt and approval by the HCC of the interim and final reports (see project agreement for details). If needed, an alternate payment schedule can be arranged with the HCC Coordinator.

## VI. PROFESSIONAL STANDARDS GUIDELINES FOR APPLICANTS

*If the core of the grant project is historic preservation, the project should be carried out in compliance with the U.S. Secretary of the Interior Standards for such projects and other applicable codes and regulations at the federal, state and local levels. Please see link below.*

Secretary of the Interior Standards for Rehabilitating, Restoring, and Reconstructing Historic Buildings:  
<http://www.nps.gov/hps/tps/standguide/>

*Grant projects not focused on historic preservation should follow best practices relevant to the project's particular field. Examples of sources pertaining to best practice standards include:*

National Resources Conservation Service Practice Standards:  
<http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/technical/alphabetical/nrcps>

Kansas Farm Service Agency:  
<http://www.fsa.usda.gov/FSA/stateoffapp?mystate=ks&area=home&subject=landing&topic=landing>

USDA Farm Service Agency Conservation Reserve Program Conservation Practices:  
[http://www.fsa.usda.gov/Internet/FSA\\_File/appendixb.pdf](http://www.fsa.usda.gov/Internet/FSA_File/appendixb.pdf)

Society for American Archaeology Law & Ethics

[http://www.saa.org/publicftp/PUBLIC/resources/law\\_ethics.html](http://www.saa.org/publicftp/PUBLIC/resources/law_ethics.html)

American Association of Museums Best Practices and Code of Ethics:

<http://www.aam-us.org/aboutmuseums/standards/stbp.cfm>

Kansas State Historical Society information about the Register of Historic Kansas Places:

<http://www.kshs.org/p/national-and-state-registers/14635>

Oral History Standards: <http://www.oralhistory.org/?s=Standards>

## VII. GRANT APPLICATION ASSISTANCE

The following assistance is available to applicants:

- The HCC will provide a **Heritage Grant Workshop on Thursday, January 24, 2012** at 7:00 p.m. in the Douglas County Courthouse.
- Past successful grant proposals are available on the Douglas County website for your review: [http://www.douglas-county.com/depts/ad/hcc/ad\\_hcc.aspx](http://www.douglas-county.com/depts/ad/hcc/ad_hcc.aspx) .
- Individual appointments may be made with Heritage Conservation Coordinator to discuss potential grant projects.
- Email questions or concerns as they arise during the course of completing the application to the HCC Coordinator ([jblackmar@douglas-county.com](mailto:jblackmar@douglas-county.com)).



**DOUGLAS COUNTY NATURAL & CULTURAL HERITAGE GRANT PROGRAM:  
2013 PROJECT APPLICATION**

**APPLICATION DEADLINE: MARCH 15, 2013**

- Applications must be postmarked or hand delivered by **March 15, 2013**. Hand delivered applications must be received by 5:00 p.m., **March 15, 2013** at the Douglas County Courthouse. Late applications will not be accepted.
- Answer all questions. Do not use smaller than 11 point font.**
- Signature of the Authorized Official is required if an organization is submitting the grant application.
- Submit **1 original signed application, 1 set of original support materials (if applicable) and 7 additional copies** of all materials. Staple or paperclip application materials. Do not include binders, folders and/or plastic sleeves.

**1. PROJECT APPLICANT**

Organization:

Authorized Official:

Title:

Project Director: (if applicable):

Title:

Primary Contact (if different than above):

Title:

Address:

City:

Zip:

Phone: ( )

Fax: ( )

E-mail:

## 2. SUMMARY

a) Type of Grant (Check One)

MAJOR GRANT ( $\geq$  \$105,000)

TARGET GRANT ( $\leq$  \$104,999)

b) Project Title:

c) Address of project (include Township):

d) Name of individuals/organizations that own the property:

e) Contact information for those individuals:

f) . Project Summary (no more than 200 words):

g) Total Project Budget:\$\_\_\_\_\_ h) Amount of Grant Requested: \$\_\_\_\_\_

i) Scope of Project: (Please check all that apply)

Historic Structures

Prairie, woodlands, waterways, habitat restoration/preservation

Agriculture; working farms; heritage farms

Freedom's Frontier themes (Civil War and pre-Civil War heritage; Settlement stories before and after Civil War; Enduring struggle for freedom)

Pre-settlement history

## 3. PROJECT DESCRIPTION

a) Specifically explain the proposed project, including any regulations, guidelines, or best practices that will be followed. What do you plan to do? When? How? Photos, plans, drawings, illustrations, building condition reports or building inspections that are related to the proposed project may be included separately as support materials.

b) Describe the natural and cultural heritage significance of the project, structure, and or property.

c) Please describe the urgency of the project.

d) If applicable, please describe the condition of the property and include photos.

e) Provide an expected timeline for completion of this project.

## 4. COMMUNITY IMPACT

a) Describe how the project provides a substantial benefit the conservation of Douglas County's natural and cultural resources.

b) How will this project connect the physical sites and interpretative stories of Douglas County?

c) Please describe the public benefit derived from this project.

i.) Will the project incorporate any educational programs?

Yes

No

Please explain your response above.

ii.) Will you allow public access to the facility/property?

Yes

No

Please explain your response above.

## 5. PROJECT COSTS

a) Provide an estimated budget for this project. Please include any estimates or bids that have been completed. If the budget presented in this application is a preliminary budget arrived at without firm bids, explain how the cost estimates were determined.

b) How will the project be sustained once the project is completed? For instance, how will on-going maintenance costs be financed?

c) Explain if there are any other resources you intend to use in order to complete this project. This may include other sources of funding, loans, or in-kind contributions.

## 6. SIGNATURE

Signature

Date

### MAIL / DELIVER ORIGINAL APPLICATION PACKET & 7 COPIES TO:

Douglas County Heritage Conservation Council  
Douglas County Courthouse  
1100 Massachusetts Street  
Lawrence, KS 66046

### STAFF CONTACT:

Jeannette Blackmar  
(785) 330-2878

[jblackmar@douglas-county.com](mailto:jblackmar@douglas-county.com)

Douglas County Heritage Conservation Council Website  
[http://www.douglas-county.com/depts/ad/hcc/ad\\_hcc.aspx](http://www.douglas-county.com/depts/ad/hcc/ad_hcc.aspx)

**Douglas County Heritage Conservation Council**  
**NATURAL AND CULTURAL HERITAGE GRANT PROJECT AGREEMENT**

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**Grant Recipient:** \_\_\_\_\_

**Project No:** \_\_\_\_\_

**Total Project Budget:** \$ \_\_\_\_\_

**Award:** \$ \_\_\_\_\_

**THIS AGREEMENT** is hereby entered into this **DATE** by and between Douglas County, 1100 Massachusetts Street, Lawrence, KS 66044, acting through the Heritage Conservation Council (HCC), and, **NAME, ADDRESS**, herein called the Grantee.

**WHEREAS**, the Grantee has applied for and been awarded **AMOUNT** from the *Natural and Cultural Heritage Grant Program* for the project entitled "**GRANT PROJECT TITLE**".

**NOW THEREFORE**, in consideration of the award of the grant, the Grantee agrees to administer said grant in accordance with the following policies and procedures:

**A. PROJECT DESCRIPTION**

The Grantee agrees:

- 1) to perform and produce the scope of work described in the grant application (Appendix A) and as applicable, HCC amendments (Appendix B) to the scope of work, in accordance with all applicable plans and specifications. If changes to the project scope are necessary, grantee agrees to get approval from the HCC before money is spent for items/activities that are not contained in this agreement.
- 2) Grantee will inform the HCC Coordinator as soon as possible of any significant problems, or delays that will materially affect the project or cause the project to fall behind schedule.

**B. GRANT PERIOD**

Starting Date: \_\_\_\_\_

Ending Date: \_\_\_\_\_

**C. COMPETITIVE PROCUREMENT PROCESS**

1) Any services and/or materials that are expected to cost \$20,000 or more must seek at least three competitive bids or quotes from qualified individuals/firms. The Grantee must maintain financial records that verify the cost was competitively based from at least three written quotes submitted in response to written specifications. A waiver is permitted if fewer than three qualified individuals/firms are available to perform services and/or provide materials. Although it is not always necessary to select the lowest bid, an explanation for the selection must be documented which should be retained in your files and made available to the county upon request. County staff is available to help the grantee in meeting any procurement issues.

**D. PAYMENT SCHEDULE**

Below are the preferred payment schedules. An alternate payment schedule can be arranged with the HCC Coordinator, if needed.

**Grants less than or equal to \$5,000**

- 1) Once a grant performance agreement has been fully executed, the Grantee may begin project work. Grantee will receive a check from Douglas County for entire award amount.
- 2) Within 90 days of the completion of the project, the grantee needs to submit the receipt of fiscal documentation and a Final Project Report.

**Grants greater than \$5,000**

- 1) Once a performance agreement has been fully executed, the County will issue a payment of 30% of the project work.
- 2) When those funds have been expended and the grantee is ready for an additional payment, the Grantee shall submit an interim report that includes financial information related to the initial 30% of project award, as well as plans for the use of the next project award payment. See the guidelines for the interim report available from the HCC.
- 3) Once the interim report is reviewed and approved by the HCC Coordinator, the County will disburse the next 60% of the project award as soon as reasonably possible.
- 4) The remaining 10% of the total grant amount will be distributed as a reimbursement and will be issued once the Final Project Report has been reviewed and approved by the HCC Coordinator. The Final Project Report template is available from the HCC Coordinator.

**F. CANCELLATION**

The County or the Grantee reserve the right of termination for cause on a thirty (30) day notice should it be determined that either has failed to materially comply with the terms and conditions of the agreement, or when both parties agree that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of the County and/or Grantee.

**G. MAINTENANCE AGREEMENT**

The Grantee agrees to own and maintain the property, and if not the owner, to maintain the property, beginning with the signing of this agreement and ending five years from the completion of the project as indicated by the acceptance of the completion report by the County. Failure to maintain any improvements financed by this grant could provide cause for the county to seek reimbursement of all or part of the grant funds disbursed to the grantee. Exceptions to this requirement may be granted by the county for damages that result from fire, flood, tornado, or other events beyond the control of the grantee.

**GENERAL CONDITIONS**

- 1) If a concern or problem occurs during the implementation of the grant project plan, the HCC Coordinator will work with County staff and the grantee to resolve the issue. If the concern persists, it can be brought before the Board of County Commissioners.



2) When issuing press releases, official statements or documents that describe the project funded by Douglas County, an acknowledgement of the Douglas County Board of County Commissioners and the Natural Cultural Heritage Program should be included.

3) The Grantee agrees that it will comply with and abide by all applicable statutes, including applicable zoning and building code requirements, the Federal Civil Rights Act of 1964, the Kansas Conflict of Interest Act, K.S.A. 75-4301 et seq., the Kansas Open Records Act, K.S.A. 45-215 through 45-225, and the Federal Immigration Reform and Control Act of 1986. The Grantee also agrees to retain all books, records, and other documents relative to this agreement for five (5) years after final payment,

4) The grantee agrees that Douglas County and all of their officers, agents and employees shall not be liable for claims on account of personal bodily injuries or death or on account of property damages arising out of the work to be performed by the grant recipient hereunder and resulting solely from the negligent acts or omissions of the grant recipient, its agents, employees and subcontractors. Such claims may not be pursued in accordance with the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

**I have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the project period.**

In witness whereof, the parties have executed this project agreement.

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**Grantee, Authoring Official**                      **Date**

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Typed or Printed Name and Title of Signator

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**Grantee, Project Director (if different than above) Date**

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Typed or Printed Name, Title and Contact Information of Signator

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**County**    **Date** \_\_\_\_\_

**APPENDIX A**  
**GRANT APPLICATION**

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**APPENDIX B**

**Heritage Council Amendments**

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Douglas County Heritage Conservation Council

**INTERIM DESCRIPTIVE REPORT**  
2013 Natural & Cultural Heritage Grant Program

Please type responses. You may submit the report via email to [jblackmar@douglas-county.com](mailto:jblackmar@douglas-county.com). Or, submit to: Heritage Conservation Council, Douglas County Courthouse, 1100 Massachusetts Street, 2<sup>nd</sup> Level, Lawrence, KS 66044.

Date of Interim Report:
Grant #:
Grantee:
Contact Person:
Telephone:
Email:

In addition to the questions below, Interim and Final Project Reports should include a brief project narrative and all financial documentation for project expenditures. Financial information to include in the report consists of the following:

- Copies of requests for bids, copies of bids received, criteria and process used to select contractor
- Copies of In-Kind (Grantee) and/or Donated Services (Volunteers)
- Invoices with itemized records of eligible expenditures, including the cost of labor and materials.

Any photographs documenting project work should be included. Include grantee name and grant number on all pages.

1. Describe accomplishments in this period. Compare actual accomplishments with goals established for the interim report period. Whenever possible, describe activities or services in both quantitative and qualitative terms.
2. If interim project goals have not been met, explain why, describe what steps have been taken to get the project back on schedule, and discuss the likelihood that the project will be completed by the expiration date of the grant.
3. Report the work that remains to be done.
4. Include other comments, anecdotal information and/or photographs that highlight project achievements or lessons learned in this period.

**REMINDER:** Douglas County Heritage Conservation Council understands that unavoidable changes may occur during a project. If a change occurs in key project personnel (Authorizing Official, Project Director, grant-funded staff, or consultants), or a substantial change is contemplated in the project budget, scope, or schedule as described in the approved application, approval must be requested by the Authorizing Official as outlined in the performance agreement in a separate request to the Heritage Conservation Council Coordinator ([jblackmar@douglas-county.com](mailto:jblackmar@douglas-county.com)).

Douglas County Heritage Conservation Council

**FINAL DESCRIPTIVE REPORT**  
2013 Natural & Cultural Heritage Grant Program

Submit the completed Final Descriptive Report within 90 days of the grant period end date. In Part I, describe your project and accomplishments. In Part II, provide project financial information. Include grantee name and grant number on all pages.

Please type responses. You may submit the report via email to [jblackmar@douglas-county.com](mailto:jblackmar@douglas-county.com). Or, submit to: Heritage Conservation Council, Douglas County Courthouse, 1100 Massachusetts Street, 2<sup>nd</sup> Level, Lawrence, KS 66044.

Date:
Grant #:
Grantee:
Contact Person:
Telephone:
Email:
Period of Support:

**PART I: Project Narrative**

1. Provide an overview (150 words or less) that describes the goals of the project, the project design, and to what extent the goals were achieved. This may be used as a project abstract or summary for public information.

**In one to two pages, continue your narrative by addressing the following points:**

2. Briefly describe the major project activities.
3. Who were the key consultants and/or partner organizations, and what was the extent of their involvement?
4. Compare the actual accomplishments of the project with the project's goals and objectives as stated in your application and/or performance agreement. What indicator(s) were used to measure outcomes and achievement?
5. Describe any significant unanticipated events or circumstances that created delays or obstacles to project success, and summarize lessons learned during the course of the project.
6. Beyond the project's direct accomplishments, what was the impact on—or benefit—to your organization, your discipline/field, and/or community?
7. Did HCC grant funding help to secure additional support for your project? If so, please describe.

8. Outline any activities planned for the future that have been established to continue, maintain, and manage the project.

9. In what ways could we improve our service to you?

*10. Please include here any "human interest" stories or other anecdotal information about your project. You may also include relevant news clippings, brochures, or other evidence of your accomplishments including evidence of your acknowledgment of HCC support as attachments.*

## **Part II: Financial Information**

The grantee is required to provide a full and complete accounting of the use of all grant funds. Itemize and total the budget for the project.

- Financial information should include income/expense statement information for the entire project, not just for the grant funds.
- List any additional funding you have acquired for this project.

## **Attachments**

- Include photographs or illustrations of the project in various stages, if appropriate. These may be submitted on a CD.
- Include representative materials prepared or distributed in relation to the project.
- Include representative media coverage issued or received regarding this program.