

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, AUGUST 7, 2013

4:00 p.m.

-Consider approval of the minutes for May 1, May 29, June 5, June 12, June 19, June 26, July 3, July 8, July 9, July 10, July 17, and July 24, 2013

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders
- (b) Consider acquisition of right of way for culvert 2.00N-4.20E (Keith Browning);
- (c) Consider acquisition of right of way for culvert 0.50N-20.19E (Keith Browning);
- (d) Consider authorization to accept material supply quote for precast concrete drainage structure Replacement of Structure No. 05.76N-15.50E (Terese Gorman);
- (e) Consider authorization to solicit bids for Project No. 2013-14, Painting of Bridge Nos. 07.83N-17.50E and 19.00N-15.90E. The CIP includes \$75,000 for painting Bridge No. 07.83N-17.50E and \$120,000 for painting Bridge No. 19.00N-15.90E (Terese Gorman);
- (f) Consider accessing the HGAC contract for Public Works equipment (Doug Stephens);
- (g) Consider approval for Freedom's Frontier Heritage Area Pass Through Funding for Watkins Museum of History 2012 Final Grant Payment (Jeanette Blackmar).

REGULAR AGENDA

- (2) Consider the private road approval action of a previous County Commission in 1998, to permit a private road to be created [N 411] Road. N 411 Road is along the west side of (old) Hwy 59, and the owner of record would now like a building permit for the parcel adjacent to Hwy 59.

Action requested: Direction/clarification to staff regarding the ability of this private road to serve the property it crosses over, in addition to the parcel it serves. [This is a question of unspoken intent in the BOCC minutes of the action taken in 1998.] (Linda Finger/Keith Browning)

- (3) Consider approval of long-term System Upgrade Agreement II and Maintenance Services for the county's new Astro25 radio system with Motorola Solutions. (Scott Ruf)
- (4) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
- (c) Public Comment
- (d) Miscellaneous
- (5) Adjourn

WEDNESDAY, AUGUST 14, 2013 - 4:00 pm only

WEDNESDAY, AUGUST 21, 2013

6:35 p.m.

-**CUP-13-00193:** Consider a Conditional Use Permit for a private landing strip, located at 2215 N 500 Rd. Submitted by Robert and Angela Murray, property owners of record. (PC Item 4; approved 6-0 on 7/22/13) Mary Miller will present the item.

WEDNESDAY, AUGUST 28, 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.



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
Michael D. Kelly, L.S., County Surveyor

DATE : August 1, 2013

RE : Drainage Structure Replacement; Structure No. 2.00N – 4.20E
Acquisition of Easement; Consent agenda

A project has been designed to replace a deficient drainage structure located approximately 3 miles southwest of Globe on N200 Road. Plans were developed in-house and negotiations with the pertinent landowners for permanent and temporary easement have been completed.

Construction is planned for late summer 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. 2.00N – 4.20E.

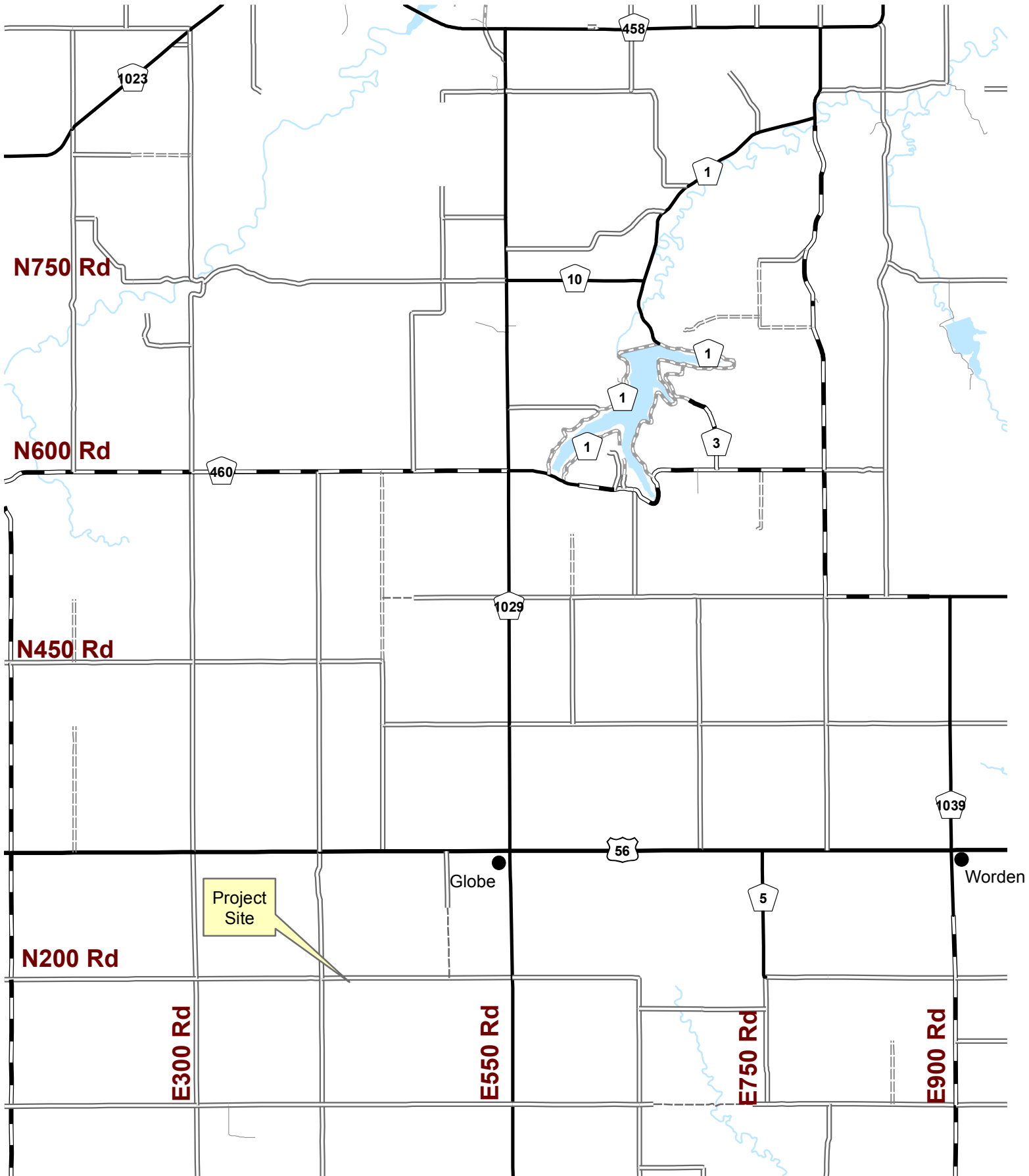
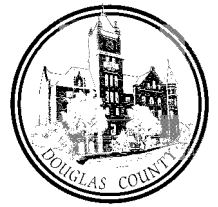
Bridge No. 2.00N - 4.20E

General Location Map



1 0.5 0 1 Miles

1 inch = 1 miles



HARRY B. PRIM
MATTHEW J. PRIM
PAMELA J. LEONARD

STA. 19+50, PROP. C/L N 200 RD.=
STA. 19+50, 1.90' RT. OF SL
BEGIN EDGE OF ROAD TAPER
BEGIN CONSTRUCTION.

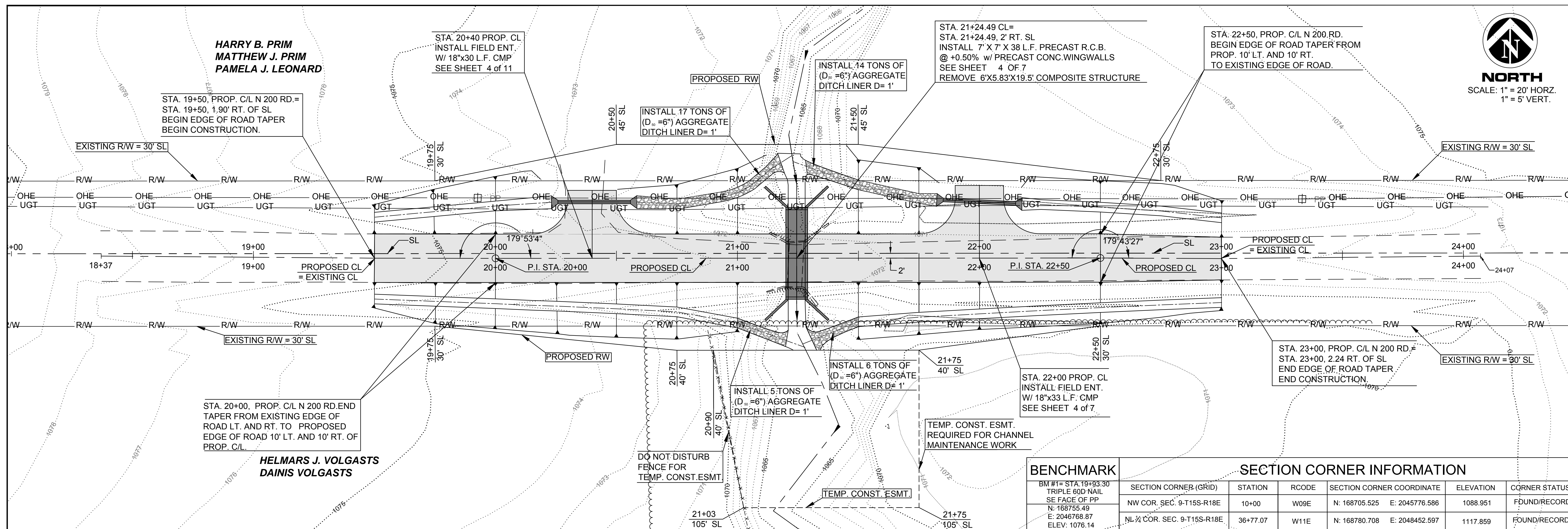
STA. 20+40 PROP. CL
INSTALL FIELD ENT.
W/ 18"x30 L.F. CMP
SEE SHEET 4 of 11

INSTALL 17 TONS OF
(D₅₀ = 6") AGGREGATE
DITCH LINER D= 1'

INSTALL 14 TONS OF
(D₅₀ = 6") AGGREGATE
DITCH LINER D= 1'

STA. 21+24.49 CL=
STA. 21+24.49, 2' RT. SL
INSTALL 7' X 7' X 38 L.F. PRECAST R.C.B.
@ +0.50% w/ PRECAST CONC. WINGWALLS
SEE SHEET 4 OF 7
REMOVE 6'X5.83'X19.5' COMPOSITE STRUCTURE

STA. 22+50, PROP. C/L N 200 RD.
BEGIN EDGE OF ROAD TAPER FROM
PROP. 10' LT. AND 10' RT.
TO EXISTING EDGE OF ROAD.



STA. 20+00, PROP. C/L N 200 RD. END
TAPER FROM EXISTING EDGE OF
ROAD LT. AND RT. TO PROPOSED
EDGE OF ROAD 10' LT. AND 10' RT. OF
PROP. C/L.

HELMARS J. VOLGASTS
DAINIS VOLGASTS

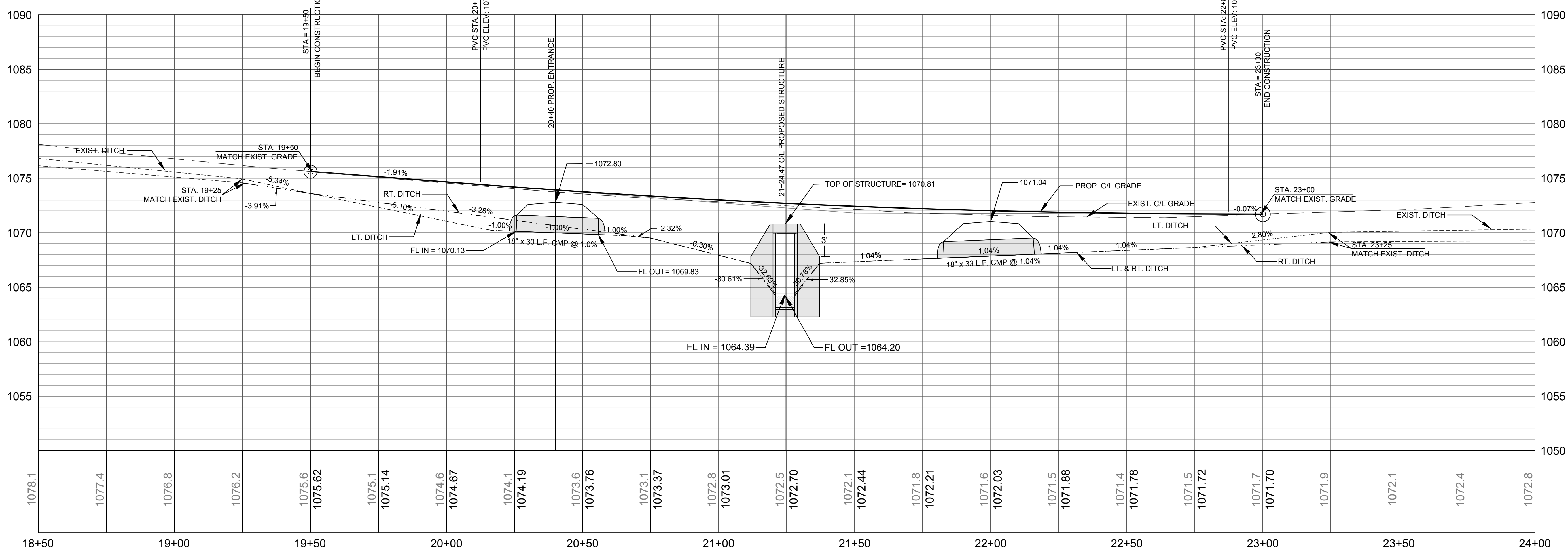
DO NOT DISTURB
FENCE FOR
TEMP. CONST. ESMT.

TEMP. CONST. ESMT.
REQUIRED FOR CHANNEL
MAINTENANCE WORK

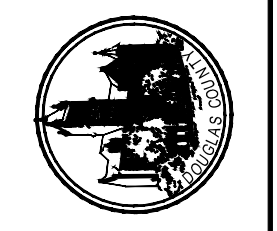
BENCHMARK	
BM #1= STA. 19+93.30	TRIPLE 60D NAIL
SE FACE OF PP	
N: 168755.49	
E: 2046768.87	
ELEV: 1076.14	

SECTION CORNER INFORMATION					
SECTION CORNER (GRID)	STATION	R/CODE	SECTION CORNER COORDINATE	ELEVATION	CORNER STATUS
NW COR. SEC. 9-T15S-R18E	10+00	W09E	N: 168705.525 E: 2045776.586	1088.951	FOUND/RECORD
NL 1/4 COR. SEC. 9-T15S-R18E	36+77.07	W11E	N: 168780.708 E: 2048452.597	1117.859	FOUND/RECORD

PVI STA: 21+50.00
PVI ELEV: 1071.80
K: 149.52
LVC: 275.00
LP STA: 22+87.50
LP ELEV: 1071.71
DESIGN SPEED = 55 MPH



Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044



Project: CULVERT REPLACEMENT N 200 RD
Project No.: 02000420
Drawn By: J.S.
Designed By: A.S.
Checked By: T.C.
Date: 11/2012

PLAN AND PROFILE

CULVERT REPLACEMENT FOR N 200 ROAD

SHEET 3 OF 11



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
Michael D. Kelly, L.S., County Surveyor

DATE : August 1, 2013

RE : Drainage Structure Replacement; Structure No. 0.50N – 20.19E
Acquisition of Easement; Consent agenda

A project has been designed to replace a deficient drainage structure located approximately 3 miles southeast of Baldwin City on N050 Road. Plans were developed in-house and negotiations with the pertinent landowners for permanent and temporary easement have been completed.

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

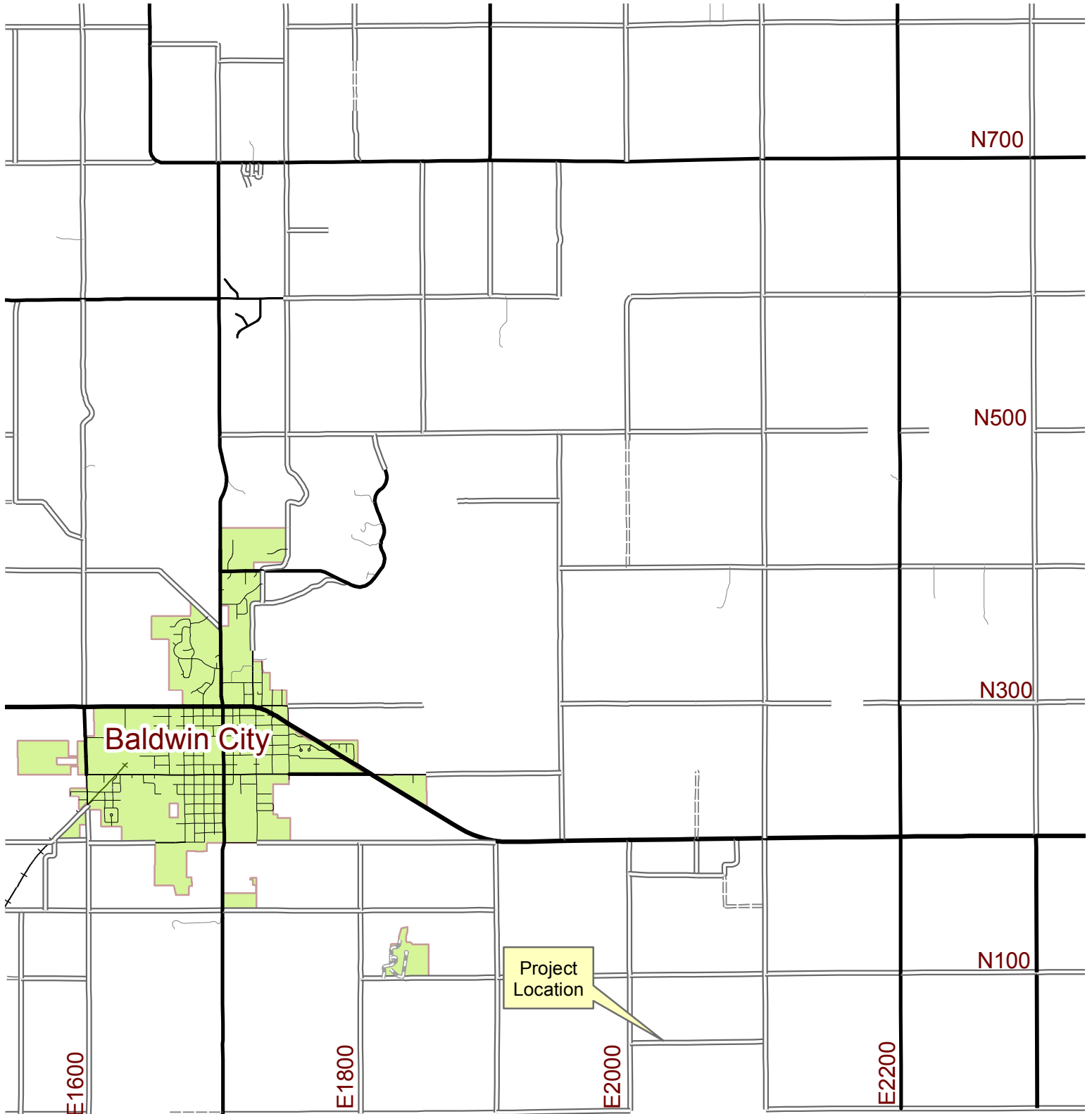
To ensure the proper completion of a necessary construction project approval is recommended for the attached CONTRACT FOR HIGHWAY PURPOSES.

ACTION REQUIRED: Consent agenda approval of the CONTRACT FOR HIGHWAY PURPOSES for Drainage Structure No. 0.50N – 20.19E.

Str. No. 0.50N - 20.19E

General Location Map

1 inch = 1 miles
1 0.5 0 1 Miles



TEMPORARY CONSTRUCTION EASEMENT

Description:

That portion of the Southwest Quarter (SW $\frac{1}{4}$) of Section 18, Township 15 South, Range 21 East of the Sixth Principal Meridian in Douglas County, Kansas, described as follows:

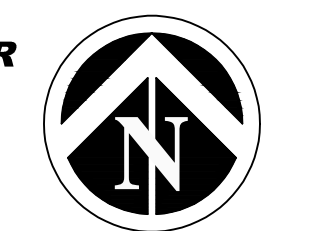
commencing at the northwest corner of said Southwest Quarter (SW $\frac{1}{4}$), thence East on an assumed bearing of North 90 degrees 0 minutes 0 seconds East along the north line of said Southwest Quarter (SW $\frac{1}{4}$) a distance of 1,100.00 feet, thence South 0 degrees 0 minutes 0 seconds West a distance of 45.00 feet to the point of beginning of the land to be described, thence South 90 degrees 0 minutes 0 seconds East a distance of 55.00 feet, thence South 0 degrees 0 minutes 0 seconds East a distance of 35.00 feet, thence South 90 degrees 0 minutes 0 seconds West a distance of 30.00 feet, thence North 35 degrees 32 minutes 16 seconds West a distance of 43.01 feet to the point of beginning; containing 0.0341 acres, more or less.

The above described Temporary Easement shall terminate immediately upon completion of construction of Project No. 00502019.

"CAUTION"
LOCATE ALL UTILITIES
IN THE FIELD PRIOR TO
CONSTRUCTION.

RICHARD F. & BEVERLY C. O'NEIL
2033 N. 100 RD
LECOMPTON, KS. 66050

LARRY E. & JANINE K. DWYER
2038 N 50 RD
WELLSVILLE, KS. 66062

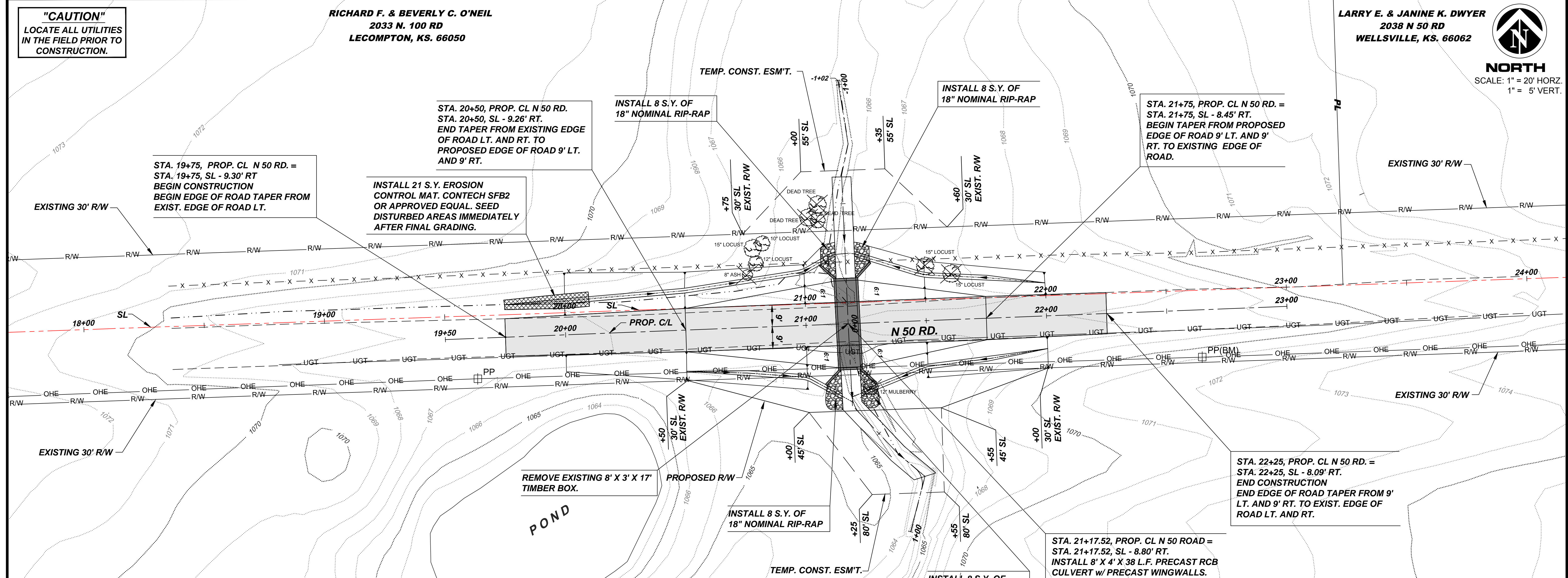


NORTH
SCALE: 1" = 20' HORZ.
1" = 5' VERT.

Douglas County Public Works
1242 Massachusetts
Lawrence, Kansas 66044



Project: CULVERT REPLACEMENTS
FOR N 50 ROAD
Project No.: 00502019
Drawn By: LK
Designed By: J.S.
Checked By: J.G.
Date: 7/2015



SECTION CORNER INFORMATION

STATION	SECTION CORNER	R/CODE	SECTION CORNER COORDINATE	ELEVATION	CORNER STATUS
10+00	WL 1/4 CORNER SEC. 18-T15-R21	Z01L	N: 163224.82 E: 2130591.10	1067.61	RECORD / FOUND
36+48.03	CTR CORNER SEC. 18-T15-R21	Z03L	N: 163318.19 E: 2133237.29	1064.29	RECORD / FOUND

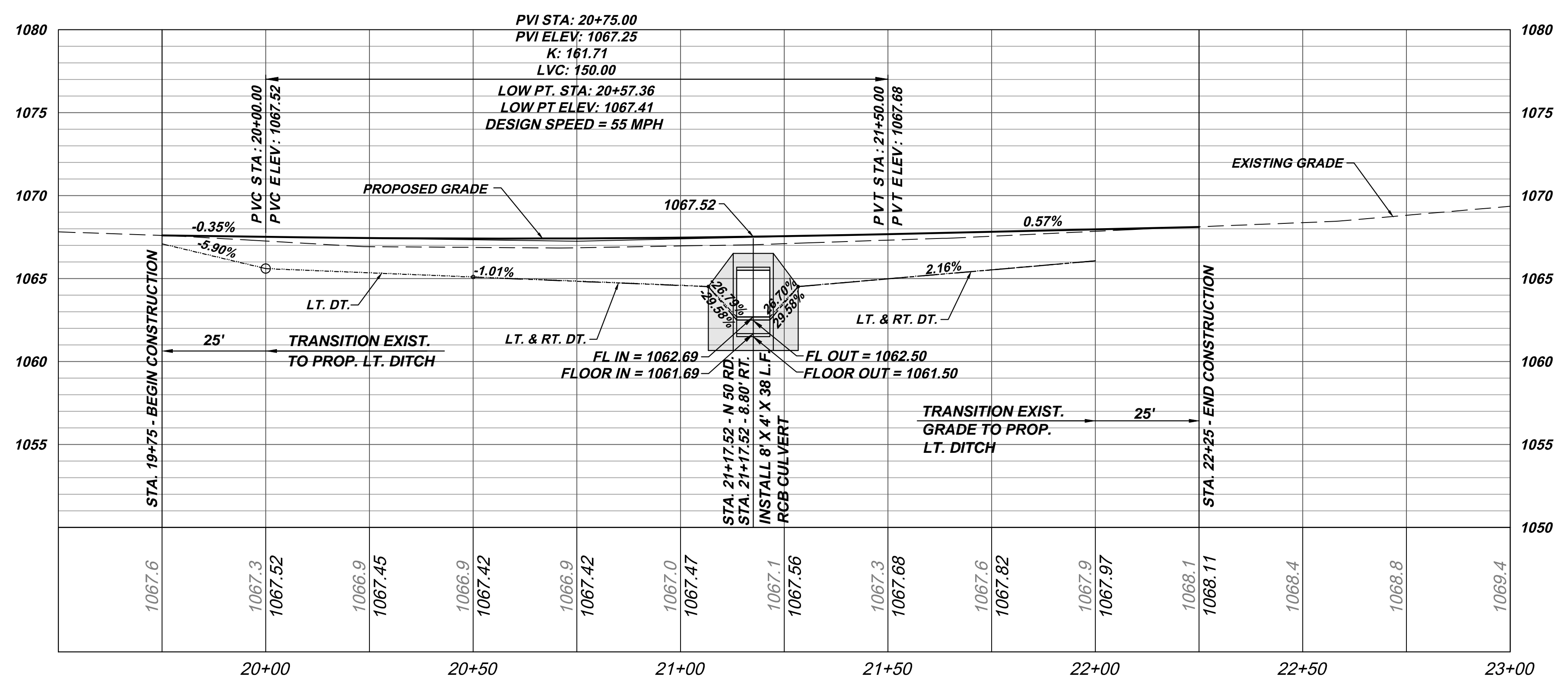
SERREL W. & DIANE S. BLACK
12806 W. 117TH ST
OVERLAND PARK, KS. 66210

NOTE: REMOVE ONLY TREES WITHIN
CONSTRUCTION LIMITS THAT INTERFERE WITH
CONSTRUCTION. ALL OTHERS REMAIN UNLESS
APPROVED BY ENGINEER.

BM #1
STA. 22+64.11 - PROP. CL N 50 RD.
19.93' RT.
TRIPLE 60d NAIL IN N FACE PP
ELEV. = 1072.53

**ROAD PLAN AND PROFILE
AND PROPOSED R/W**

**CULVERT REPLACEMENT FOR N 50 ROAD
STRUCTURE NO. 00.50N 20.19E**





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

MEMO TO: Board of County Commissioners

FROM: Keith A. Browning, P.E., Director of Public Works/County Engineer
Terese A. Gorman, P.E., Engineering Division Manager

DATE: July 31, 2013

SUBJECT: Consent Agenda authorization to accept material supply quote
Precast concrete drainage structure
Replacement of Structure No. 05.76N-15.50E

We received price quotes from two vendors to manufacture the precast concrete drainage structure on E 1550 Road approximately one quarter mile south of Route 460 (N 600 Road). This location is a complex situation for installing a drainage structure because of the large size of structure needed for the drainage area and the poor soil conditions that make it difficult to support a large structure. We investigated several options, including considering a small steel bridge, to determine the most cost effective solution.

We determined this structure needed to be a 20'x10' reinforced concrete box culvert (RCB) to handle the drainage area. One of the precast vendors could not provide this size of precast drainage structure so he quoted a price for two side-by-side 10'x10' reinforced concrete box culverts.

After evaluating the quotes for the various precast structures, we decided that the best structure for this location is a 20'x10' RCB with two precast end sections. This structure provided the desired waterway opening, cost effectively accommodated the poor soil conditions at this site, and provided the lowest requirement for future maintenance by Douglas County crews. The quotes are summarized below.

Oldcastle-Double 10'x10' RCB with large precast wingwalls	\$103,060.00
Cretex-20'x10' RCB with precast wingwalls (does not include the cost of drilling piles)	\$101,500.00
Cretex-20'x10' RCB with two precast end sections	\$127,500.00

The CIP allocates \$150,000 for this project. The CIP allocation also includes costs for right-of-way acquisition, utility relocations, and crane rental. Public Works department personnel will construct this project.

Action Required: Consent Agenda authorization for Public Works Director to execute the price quote from Cretex Concrete Products for the purchase of a 20'x10'x38 L.F. RCB with two precast end sections in the amount of \$127,500.00 for the replacement of Structure No. 05.76N-15.50E. |



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

MEMO TO: Board of County Commissioners

FROM: Keith A. Browning, P.E., Director of Public Works/County Engineer
Terese A. Gorman, P.E., Engineering Division Manager

DATE: August 1, 2013

SUBJECT: Consent Agenda approval to solicit bids for bridge painting
Structure Nos. 07.83N-17.50E and 19.00N-15.90E
Project No. 2013-14, CIP Nos. 104 and 105

Engineering plans have been prepared by Finney & Turnipseed, LLC for the painting of two Douglas County bridges. One bridge is located on E 1750 Road about $\frac{3}{4}$ miles north of Route 460. The other bridge is located on N 1900 Road northeast of Lawrence Municipal Airport.

It is planned to open bids in early September and have the bridge painting completed this fall.

The CIP allocates \$75,000 for Structure No. 07.83N-17.50E and \$120,000 for Structure No. 19.00N-15.90E.

Action Required: Consent Agenda approval to solicit bids for Project No. 2013-14 for the painting of Structure Nos. 07.83N-17.50E and 19.00N-15.90E.



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

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

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Accessing the HGAC Contract for Public Works Equipment

DATE: July 31, 2013

Public Works has funds allocated to replace a loader/backhoe, tractor mower, portable compressor, and a crack seal machine. All of this equipment is available on the HGAC (Houston-Galveston Area Council) contracts that are available to us through an inter-local agreement with MARC (Mid America Regional Council). All contracts are established through a competitive bidding process and purchased through authorized local dealers. All equipment being replaced will be sold in our online auction.

The loader/backhoe will replace a 1998 Case backhoe with approximately 6500 hours. This equipment has experienced several mechanical problems over the past few years. It is used on various construction projects throughout the county, and to load sand/salt during snow and ice events.

The tractor mower will replace a 2007 John Deere 2320 with a mid mount mower. The new tractor would be one size bigger with a front end loader. This will be better suited for the current work load. Our existing tractor was scheduled for replacement next year, but due to serious mechanical problems we recommend it be replaced this year. The tractor is primarily used for mowing and maintaining County parks.

The compressor will replace an existing 1988 model that is experiencing several mechanical problems. It is used to run jackhammers for bridge repairs, cleaning bridge decks, and cleaning out cracks in asphalt pavement prior to crack sealing.

Crack seal machine will replace a 1995 model. Sealing cracks in asphalt pavement is one of Public Works most important preventative maintenance techniques that helps prolong quality of the asphalt surface.

The table below summarizes the equipment and cost utilizing the HGAC contracts:

Description	Model	Warranty	Authorized Local Dealer	Cost
Loader/Backhoe	Case 590SN	12 months/unlimited hrs PT-24 months/2000 hrs	Victor L. Phillips	\$99,268.87
Tractor Mower	John Deere 3520	2 yrs/2000 hrs w/ 3 yrs/2,000 hrs powertrain; 1 yr. mower deck and loader	Heritage Tractor	\$28,065.49
Portable Compressor	Sullair 185DPQ CAT	12 Months	CAT Foley	\$16,750.00
Crack Seal Machine	SuperShot 125	1 Year P&L	PMSI	\$39,279.46
TOTAL COST				\$183,363.82

Doug and I will be available at the commission meeting to answer any of your questions.

RECOMMENDATION: The Board of County Commissioners authorize accessing HGAC contracts for the purchase of a loader/backhoe, tractor mower, portable compressor, and crack seal machine at the cost described in the table above. Also, give authority to the Purchasing Director to sign the purchase orders.

MEMO

TO: Board of County Commissioners
FROM: Jeannette Blackmar, on behalf of the Heritage Conservation Council
RE: **Approval for Freedom's Frontier National Heritage Area Pass Through Funding for Watkins Museum of History 2012 Final Grant Payment**
DATE: July 31, 2013

The Heritage Conservation Council requests approval for the final 2012 heritage grant award payment (n=\$10,000) to Watkins Museum of History be passed through Freedom's Frontier National Heritage Area. Freedom's Frontier can use these funds as a match for federal funds.

At the March 20, 2013 County Commission Meeting, the Commission approved the pass through opportunity for 2013 heritage grant funds. The Commission and Freedom's Frontier National Heritage Area staff were supportive of heritage grants awarded prior to the 2013 grant cycle be passed through Freedom's Frontier should the opportunity arise. Both the Director of the Watkins Museum of History, Steve Nowak, and Freedom's Frontier staff, Julie McPike, are supportive of this opportunity.

Douglas County Heritage Conservation Council
NATURAL AND CULTURAL HERITAGE GRANT PROJECT AGREEMENT

Grant Recipient: Watkins Community Museum of History

Project No: 2012-04

Total Project Budget \$605,250

Award: \$100,000

THIS AGREEMENT is hereby entered into this 15 day of June, 2012 by and between Douglas County, 1100 Massachusetts Street, Lawrence, KS 66044, acting through the Heritage Conservation Council (HCC), and, **Watkins Community Museum of History 1047 Massachusetts Street, Lawrence, KS 66044**, herein called the Grantee.

WHEREAS, the Grantee has applied for and been awarded **\$100,000** from the *Natural and Cultural Heritage Grant Program* for "**Watkins Museum Core Exhibit.**"

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 county 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: 7/1/2012

Ending Date: 7/31/2013

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.

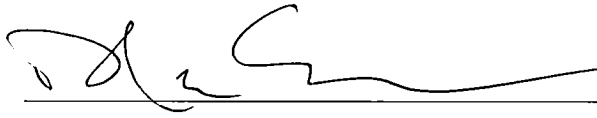
2) When issuing press releases, official statements or documents that describe the project funded by Douglas County, an acknowledgement of the Douglas County Board of County Commissioners and the Natural Cultural Heritage Program should be included.

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.

 6/26/12

Grantee, Authoring Official Date

DALE SLESSER, BOARD PRESIDENT


Typed or Printed Name and Title of Signator



Grantee, Project Director (if different than above) Date

Steven J. Nowak, Executive Director, 785-841-4109; snowak@watkinsmuseum.org

Typed or Printed Name, Title and Contact Information of Signator


County Date 6/29/12

APPENDIX A
GRANT APPLICATION

APPENDIX B

Heritage Council Amendments

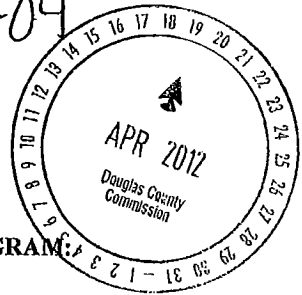
- **Currently, the project falls \$50,000 short of having the necessary funds as outlined in the grant application.**

- **As a condition of Douglas County funding, the Council requests an update on the project's feasibility given this shortfall and how plans may be adapted and/or the funding secured. The Council will work with the Watkins Community Museum to ensure the Quantrill's raid segment of the exhibit can be completed with Douglas County heritage funding in advance of the 150th anniversary of Quantrill's raid in August 2013.**

- **July 31, 2013**
 - **Final payment will be distributed through Freedom's Frontier National Heritage Area.**

_____ County Commission

2012-04



**DOUGLAS COUNTY NATURAL & CULTURAL HERITAGE GRANT PROGRAM:
2012 PROJECT APPLICATION**

APPLICATION DEADLINE: APRIL 20, 2012

- Applications must be postmarked or hand delivered by **Friday, April 20, 2012**. Hand delivered applications must be received by 5:00 p.m., **Friday, April 20, 2012** 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: Douglas County Historical Society/Watkins Community Museum Of History

Authorized Official: Dale Slusser Title: President

Project Director: (if applicable): Steve Nowak Title: Executive Director

Primary Contact (if different than above): Title:

Address: 1047 Massachusetts Street

City: Lawrence Zip: 66044

Phone: (785)841-4109 Fax: (785)841-9547

E-mail: snowak@watkinsmuseum.org

2. SUMMARY

- a) Type of Grant (Check One)
- MAJOR GRANT (> \$105,000)
 - TARGET GRANT (< \$104,999)

b) Project Title: Watkins Museum Core Exhibit

c) Address of project (include Township): 1047 Massachusetts St., Lawrence, Wakarusa Township

d) Name of individuals/organizations that own the property: Douglas County Historical Society

e) Contact information for those individuals: 1047 Massachusetts St., Lawrence, KS 66044
(785) 841-4109, Snowak@Watkinsmuseum.Org

f) Project Summary (no more than 150 words):

The project's focus is the fabrication and installation of a core exhibit at the Watkins Museum

that will explore Douglas County history, issues that shaped the County's settlement and development, and events that made it a focus of national attention. A new core exhibit is central to the Watkins Museum's revitalized visitor experience and educational approach. As the Museum's primary vehicle for interpreting Douglas County cultural heritage, it will incorporate state-of-the-art exhibit design and interpretive approaches. The exhibit will occupy portions of the second and third floors of the 1888 Watkins Bank Building, an architectural treasure in downtown Lawrence listed on the National Register of Historic Places. Exhibit planning is underway with privately raised funds. Installation of the second floor is scheduled to be complete by August, 2013 for the 150th anniversary of Quantrill's raid on Lawrence, one of the most significant events of the Civil War in Douglas County.

g) Total Project Budget: \$ 605,250.00

h) Amount of Grant Requested: \$ 150,000.00

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.

The Douglas County Historical Society (DCHS) seeks \$150,000 to fund fabrication and installation expenses associated with the third phase of a multi-phase, \$605,250 project to develop a new core exhibit exploring the history of Douglas County. The exhibit will be installed at the Watkins Community Museum of History, housed in the historically significant 1880s Watkins Bank building. Using state of the art interpretive techniques, focusing on engaging visitors in dialogue about historical and current issues, and fostering an understanding of national events played out locally, the exhibit will preserve and present the heritage that distinguishes Douglas County and continues to influence it today. As the Museum's primary vehicle for interpreting County history, an engaging core exhibit is central to an appealing and informative visitor experience. A permanent feature, though individual displays will change over time, the exhibit represents a significant investment in assuring a quality museum experience for the future. Professional design, durable materials, and sound construction techniques will ensure the elements of the exhibition are sustainable over the long-term. Exhibit storylines will be guided by a central theme: inspiring continued civic engagement by connecting residents and visitors with the stories, ideas, and events that have made Douglas County a catalyst for political and social change. Displays will feature artifacts, documents, and photographs drawn from the Museum's collections and archives.

The core exhibit project is structured as follows:

- Phase 1: Interpretive planning (completed, October 2011)
- Phase 2: Development of storylines/interpretive approaches (complete by May 30, 2012)
- Phase 3: Design, fabrication and installation, second floor (to begin June 2012)
- Phase 4: Design, fabrication and installation, third floor (timing TBD)

The Douglas County Historical Society has engaged Paul Haynes of the exhibition design firm InterActive Group to develop an interpretive plan, an overall exhibit framework, and specific designs for the installation and interpretive elements of the exhibit. Development of the exhibit is being guided by a planning team whose members include Katie Armitage, local historian and author; Virgil Dean, editor of the journal *Kansas History*; Bill Tuttle, KU American Studies Professor Emeritus, and Steve Nowak, executive director of the DCHS.

Exhibit Description

Starting on the second floor of the Watkins Building, the first part of the exhibit focuses on ideas and issues that have influenced Douglas County, the state of Kansas, and the nation. Based on a timeline of ideas, rather than a more conventional event-based chronology, exhibition interpretation will explore new ways to engage visitors with local history. The visitors' experience will begin with an introductory section that provides a basis for understanding the exhibit that follows. This area, installed in the original bank lobby, will utilize the original teller's counter for activities that facilitate exchange of information. This part of the exhibit will introduce:

- Indigenous and immigrant peoples that have made Douglas County their home;
- Values and belief systems that have motivated Douglas County residents;
- Douglas County's natural resources and critical location on the frontier; and
- National issues that influenced the County, at times making it the focus of national attention.

The exhibit will open with an exploration of William Quantrill's 1863 raid on Lawrence, both as the culmination of the Bleeding Kansas era and Free State movement and as a watershed event that launched the future development of Lawrence and Douglas County. The remainder of the exhibit on the second floor will provide the "backstory" by detailing the people and events of Bleeding Kansas and the Free State movement in Douglas County and identifying the legacies of the raid that shaped the community, including the determination to rebuild, the influx of people that came with economic growth, and the continuing fascination with Quantrill. These legacies introduce storylines to be developed more completely on the third floor. The second floor display will incorporate artifacts of singular importance in the Museum's collection, including "Old Sacramento," a cannon once used to defend Lawrence; a John Brown Pike; a pair of flagons sent to Lawrence from Boston in the 1850s for use by the Unitarian church, items related to Quantrill's raid; and artifacts with connections to significant figures in Douglas County's early history.

The experience as visitors move up the stairwell to the third floor will reinforce the introductory concept that Douglas County's mix of people, values, and location on the frontier shaped the community's responses to issues of national importance. Presenting a series of storylines supported by a wide range of collection artifacts, the third floor portion of the exhibit will explore how the issues and ideas examined on the second floor shaped daily life in Douglas County. Other displays will highlight significant individuals or groups in Douglas County history. An interactive learning center for families and children will feature the Museum's 1870s playhouse. Stories that may be explored include:

- Native peoples and cultures of pre-settlement Douglas County;
- Patterns of settlement and population growth;

- Enterprise and innovation driving the growth of local business and industry after the Civil War;
- Diverse cultural expressions of the peoples of Douglas County;
- Agriculture and other ways County residents have earned a living;
- Civil rights and struggles for individual opportunity and freedom; and
- Advancement of the community through its formal and informal educational systems.

The telling of these stories will draw heavily on the Museum's extensive collection of artifacts related to life in Douglas County, including tools and agricultural implements, items related to local businesses, commercial products produced in Douglas County, household items, clothing and textiles, schoolbooks and classroom items, Native American artifacts, and works of art. Both the second and third floors will have areas reserved for changing exhibits, which will allow the Museum to host traveling exhibitions, feature specific areas of the collection, and/or present exhibits developed in partnership with other organizations or individuals in Douglas County.

Incorporating state of the art exhibition design and active learning techniques, exhibit interpretation will not only inform, but challenge visitors. Drawing on the rich collections of the DCHS and based on the perspectives of significant individuals and groups in Douglas County history, the exhibit will utilize interactive elements, sound, and video to engage visitors with a high-quality 21st century museum experience. Interpretive elements will seek to engage visitors in sharing their perspectives and insights, encouraging them to identify how they might respond if they were faced with particular historic issues or to share their thoughts on issues today that will shape Douglas County in the future. Components within the core exhibit will be changed over time, introducing new experiences and creating opportunities to collaborate with other organizations and individuals in Douglas County to provide a public venue for sharing stories that might otherwise go untold. The core exhibit will also form the foundation for educational experiences for students both on-site and in the classroom. Phase 3 of the project includes the development and testing of educational programs that will be available to teachers and students beginning in the spring of 2013. The DCHS is seeking an interpretation grant from the Freedom's Frontier National Heritage Area to support development of pilot educational programs.

See Appendix A for a summary of the Museum's 2011 interpretive plan, Appendix B for an exhibit master plan, Appendix C for exhibit layouts, and Appendix D for renderings of the exhibit space.

Exhibit Development and Implementation

The first phase began in June 2011 with an interpretive planning effort, facilitated by the InterActive Group, outlining significant people and events in Douglas County history and envisioning the future visitor experience at the Watkins Museum. The second phase, based on the interpretive plan, began in March 2012. This exhibit development phase will produce a more detailed program outlining the storylines to be featured, layout of the gallery spaces, and the interpretive approaches to be used. This phase will be completed in May 2012. Phase 3 will begin in June 2012 and take 12-14 months to complete. This phase will design, fabricate and complete installation of the portion of the core exhibit housed on the second floor and includes:

- Finalization of gallery layout and design;
- Development of interpretive text for the exhibit displays;
- Design and production of interpretive text panels and labels;
- Preparation of fabrication documents for exhibit casework and interpretive features;
- Construction of casework and interactive elements;
- Fabrication of mounts to securely display collections materials;
- Development of interpretive media such as video or audio features; and
- Assembly and on-site installation of all exhibit elements.

The DCHS has secured private funding to support exhibit design and development of interpretive text in this phase. We are seeking Heritage Grant funding to support the fabrication and installation of this portion of the core exhibit, allowing us to complete the second floor by August 2013, in time for the 150th anniversary of Quantrill's raid.

Dependent on funding, work on the Phase 4 may begin in October 2013 and will take 12-16 months to complete. An alternative approach would be to complete the design of the third floor portion of the exhibit and install it in phases, as funding becomes available. With installation funds for the second floor provided by a Douglas County Heritage grant, we could complete Phase 3 and use resources provided by current fundraising efforts to complete design work for Phase 4. With detailed designs for the third floor and the example of the completed second floor as primary fundraising tools, the DCHS could leverage prior support for the project to help complete it, using these tools to assist in fundraising efforts with private individuals and foundations. On-going fundraising efforts, which began in 2010, have generated \$170,000 for the project from private sources.

b) Describe the natural and cultural heritage significance of the project, structure, and or property?

The permanent exhibit at the Watkins Museum will be a primary vehicle for expressing the unique and transformational cultural heritage of Douglas County to visitors, residents, students, and teachers. Accessible to all, free to the public, and in a prime location in downtown Lawrence, the exhibit will be a convenient destination for anyone seeking to explore the full range of history of Douglas County, from before its founding to the present day. In addition, the exhibit will provide an introduction to and context for heritage stories told more completely in locations around the County such as Clinton Lake, Eudora, Lecompton, and Baldwin City and will encourage visits to those historic sites. The exhibit will explore themes that relate to the Freedom's Frontier National Heritage Area and provide an opportunity for Heritage Area visitors to see how larger themes, such as the struggles over slavery, freedom, and civil rights, developed locally. Finally, the exhibit will highlight the significance of the 1888 Watkins Bank Building, the architectural masterpiece built by JB Watkins to house his land mortgage business, and its role in the economic development of Douglas County, the state of Kansas, and the western US in the years following the Civil War.

c) Please describe how this project provides a substantial benefit for the conservation of Douglas County natural and cultural resources?

Experiences with historical artifacts can unlock stories of the past and give people a new perspective on history. In addition to developing and preserving stories of Douglas County heritage, the permanent exhibit will put artifacts collected and preserved by the Douglas County Historical Society over the past 70 years into a context that will illuminate life in Douglas County. Much of this collection is now in storage or is not displayed in a way that links the artifacts themselves to stories of the people and events that shaped Douglas County. Also, using artifacts in an engaging and up-to-date way in the exhibit may encourage donation of other items of historical significance or that illuminate important Douglas County stories, allowing these to be preserved for future generations. At the same time, by showing how ideas, events, and individuals have shaped our history, the exhibit seeks to inspire visitors to the types of civic engagement needed in a functioning democracy.

d) If applicable, please describe the condition of the property and include photos.

The exhibit will be installed in the Watkins Bank Building at 1047 Massachusetts Street. Completed in 1888, the building, an architectural treasure in the community, is listed on the National Register of Historic Places and has served as a history museum since 1975. In the 1970s major efforts to preserve the building and improve public access were undertaken. The overall condition of the property is good. Through private donations, improvements have been made to electrical systems, lighting, security, and public areas.

The building's aging elevator and deteriorating windows are the largest condition issues. A phased project to complete window repair/restoration is in development. Funding is in hand to complete work on the most critical windows. Private funds and grants will be sought to augment the money available for this work. The Board of Directors is reviewing the building's capital needs to make a recommendation regarding raising additional capital money and use of funds from the annual endowment withdrawal.

See Appendix D for images of the building and the exhibit space.

e) Please describe the urgency of the project.

2013 is the year Douglas County can best capitalize on the increased interest in the Civil War period and the potential for heritage tourism generated by the sesquicentennial of the Civil War. That year will mark the 150th anniversary of William Quantrill's raid on Lawrence, one of the most significant events of the Civil War in Douglas County and one that drew national attention at the time and proved to be a watershed moment in the community's development. Featuring the story of the raid, the exhibit at the Watkins Museum will provide a quintessential memorial for the event in a permanent venue, always available to help people understand its impact on the community. Opening the exhibit in time for the anniversary in August of 2013 is crucial to capitalizing on current interest in events of the Civil War and maximizing the potential for heritage tourism. Opening events for the exhibit will create an occasion for visitors to come to Douglas County, provide an opportunity for partnerships with other organizations that preserve Civil War and area history, and augment other commemorations of the raid. The support of a Douglas County Heritage Grant would ensure that the section of the exhibit addressing Quantrill's raid, its antecedents, and its aftermath, is completed on time.

f) Describe the expected timeline for completion of this project.

Phase 1: Interpretive Planning
Completed in October 2011.

Phase 2: Development of Storylines and Interpretive Approaches
Began March 2012 and will be completed by May 30, 2012

Phase 3: Design, Fabrication and Installation: Second Floor
Design work and interpretive text development will begin in June 2012; fabrication of exhibit and interpretive elements will begin in January 2013; installation will begin in June 2013; exhibit will open August 2013

Phase 4: Design, Fabrication and Installation: Third Floor
Design of the exhibit will begin in October 2013, with installation completed in late 2014, depending on availability and extent of funding. Alternatively, after the design work is completed,

installation may be phased in over a longer period of time, with sections of the third floor exhibit opening in stages. Fundraising activities for the project are on-going.

See Appendix E for a detailed timeline.

g) How will this project connect the physical sites and interpretative stories of Douglas County?

The permanent exhibit installed at the Watkins Community Museum of History will serve as a key to unlocking the heritage of Douglas County. Located in downtown Lawrence, the starting place for many tourists, the Watkins Museum is convenient and accessible. Using a variety of interactive and traditional exhibition techniques, the exhibit will identify important heritage sites across the county, relate stories of their importance, and encourage visitation of those sites for a more complete understanding and appreciation of their significance. As a likely starting place for tourists, the exhibit will provide an overview of the history of Douglas County and an introduction to its historic places for those exploring the Freedom's Frontier National Heritage Area. In addition, visitors will experience more fully the Watkins Bank Building, an architectural treasure in the community. The story of the building's construction and J.B. Watkins' role in the economic development of Douglas County will be featured.

4. COMMUNITY IMPACT

a) Describe how the project contributes to maintaining or enhancing Douglas County's heritage.

Many visitors to the area come seeking more information on the significant events of Douglas County's territorial and Civil War heritage, others just want to know something about the area's past. Residents often have an interest in particular events in local history or are interested in the people, places, and events that shaped our community. Accessible and centrally located, this exhibit will provide an historical overview of Douglas County and convey information on a broad range of the area's heritage to the public. The exhibit will introduce the County's indigenous peoples and those that settled here; explore their values and the issues that motivated them; tell the stories of Douglas County's political, economic, and social development; connect visitors of today with the people who have made Douglas County what it is now; and inspire future generations by sharing their stories as examples of how ordinary people and their ideas, beliefs, and actions can shape a community.

b) Will you allow public access to the facility/property?

Yes No

Please explain your response above.

The core exhibit will be available to the public during open hours at the Watkins Museum and during special programs or events outside standard open hours. The exhibit will also be featured in tours and programs for students K-12 offered during or after the school day. The Museum is currently open Tuesday-Wednesday, 10-4; Thursday, 10-8; and Friday-Saturday, 10-4; closed Sunday, Monday, and holidays. Admission is free. Annual visitation is currently over 8,500. With the new permanent exhibit and associated programs, tours, and educational experiences, annual attendance is expected to exceed 10,000.

c) Please describe the public benefit derived from this project.

The public will benefit from the exhibit in several ways:

- An immersive, interactive educational experience will promote deeper understanding of Douglas County heritage, illustrate how that heritage has shaped the community, and encourage continuing civic involvement;
- A permanent venue providing an overview of Douglas County history will attract heritage tourists and promote visiting other historic sites in Douglas County;
- A high-quality educational experience detailing Douglas County's role in the national struggle over slavery, the Civil War, and later efforts to advance freedom will help the County capitalize on opportunities for increased tourism as a destination in the Freedom's Frontier National Heritage Area;
- An array of educational experiences and materials for students and teachers will establish a learning resource for area schools and support classroom work and content standards;
- A visit to the exhibit will provide teachers and students with an active learning experience that supports academic achievement; and
- A package of exhibit-related educational materials will provide teachers with resources to augment their classroom lesson plans.

d) Will the project incorporate any educational programs?

Yes No

Please explain your response above.

Classroom resources, lesson plans, tours, and on-site educational activities associated with the permanent exhibit are planned for elementary, middle school, and high school students. During phase three of the project, educational experiences based on the themes of the exhibit will be developed by the Museum's Education and Programs Coordinator, Abby Pierron, with professional assistance from local teachers and in consultation with education staff at the Kansas Historical Society. A teachers' panel will evaluate materials and activities and pilot them with their classes. The Museum is seeking an interpretation grant from the Freedom's Frontier National Heritage Area (deadline, May 15, 2012) to support development and testing of educational activities. These experiences will be piloted in the spring of 2013 by Museum staff members and programming volunteers, and become available on a regular basis in the fall of 2013. A broader range of educational programming will be implemented following the installation of the exhibit.

Educational experiences and resource materials will support Kansas Common Core Standards outlined by the Kansas Department of Education for multiple curriculum areas at the elementary, middle school, and high school levels, including social studies, history, and language arts. They will be linked to classroom lesson plans and follow the model established by the Kansas Historical Society. A major focus will be on standards for local history and Kansas history at grade levels where this is a part of the curriculum. However, the themes of the exhibit will support standards in a broad range of K-12 curriculum areas, including language arts, social studies, and science/technology. It is our intention that educational activities based on the permanent exhibit will utilize the heritage of Douglas County as a resource for teaching across multiple curriculum areas. An opportunity for self-directed, informal learning will be incorporated into interactive interpretive elements of the exhibition. Public events and family programs will also provide informal educational experiences for visitors.

5. PROJECT COSTS

- a) What are the estimated costs (acquisition, rehabilitation, etc...) 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.

The Douglas County Historical Society is seeking funding for exhibit fabrication and installation expenses associated with the third phase of a four phase core exhibit project. Expenses related to Phase 3 include:

Development of exhibit storylines and interpretive text	\$3,800
Exhibit design and engineering of interpretive elements:	\$23,625
Exhibit fabrication and installation	\$150,000*
Gallery improvements/repair and contingency	\$32,500
Development and delivery of educational experiences	\$3,000
Total	\$212,925

*The proposed Heritage Preservation Grant would support this expense. The DCHS has already committed \$50,450 to earlier phases of the core exhibit project and has raised the funds needed, or is applying for grants from other sources, to cover the remaining costs of Phase 3.

See Appendix F for a more detailed budget outline for the entire core exhibit project. This preliminary budget was based on cost estimates from the design consultant and contractors. Materials costs were based on costs of similar past projects. Exhibit fabrication/installation will be opened for bids once design specifications are developed.

- b) How will the project be sustained once the project is completed? For instance, how will on-going maintenance costs be financed?

Current resources are sufficient to support the on-going maintenance of the permanent exhibit in the operational budget of the Watkins Museum. Recent financial and leadership restructuring has placed the DCHS/Watkins Museum on firm financial footing. Cash flow has been positive, though modest, for many years. Moreover, leveraging the development of a new core exhibit, increased programming, and an active schedule of changing exhibitions has inspired a new, aggressive membership campaign launched in March, 2012. Since the beginning of the campaign, membership has increased 20%. On-going development of the exhibition, including the installation of new components and development of new resources, educational experiences, and programs will be supported by DCHS members' contributions/dues and through private fundraising, grants, partnerships, and/or business sponsorships.

- 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.

Phase 1 of the full project is finished and Phase 2 is nearly complete. Funding has been secured for exhibit design and script development for phases 3 and 4. The DCHS will apply for a Freedom's Frontier National Heritage Area interpretation grant to support development of pilot educational resources and activities. The DCHS is seeking a Douglas County Natural and Cultural Heritage grant to fund fabrication and installation expenses associated with Phase 3. Fabrication and installation of Phase 4 will be funded through private and business donations and foundation grants. Since fundraising efforts began in 2010, \$170,000 in private contributions has been

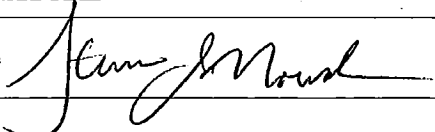
secured so far. These resources have been applied toward interpretive planning and exhibit development/design, as providing a clear and compelling sense of what the exhibit will be like and the visitor experience it will offer when installed is crucial to the DCHS when approaching potential funders.

d) How is this project unique to Douglas County?

The core exhibit at the Watkins Community Museum of History presents an opportunity to outline the entire County's history in one location and to establish links to and build awareness of other historic sites in the County. The exhibit will showcase the unique heritage of Douglas County and tell the stories of the County's development and growth. Exhibit materials will be linked to Douglas County and represent the County's material culture. The exhibit is intended to provide an overview of County history, connect events here to issues of national importance, relate Douglas County to the larger context of the Freedom's Frontier National Heritage Area, and inspire civic engagement by connecting today's visitors with stories of the people and events of Douglas County's past.

6. SIGNATURE

Signature



Date: 4/18/2012

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

Douglas County Heritage Conservation Council Website
http://www.douglas-county.com/depts/ad/hcc/ad_hcc.aspx



27 East Russell Street, Suite 200 Columbus, OH 43215
TEL 614-485-9886 WEBSITE www.Interactive-group.net

INTERPRETIVE SUMMARY

DATE September 20, 2011
PROJECT Watkins Community Museum of History

Interpretive Summary for Exhibits at the Watkins Community Museum of History

OVERVIEW AND OBJECTIVES

Overview

This summary describes the planned interpretive experience being developed for visitors to the permanent exhibition at the Watkins Community Museum of History (Watkins, WCM). This interpretive plan builds on the exhibit planning workshop held in June 2011 with Watkins staff, board members, and local historians. As part of that workshop the team explored the desired qualities of a visit to the Watkins and developed a vision for the visitor experience embodied in the statement below:

*The Watkins Community Museum of History inspires civic engagement
by connecting visitors with the stories, events and ideas that have made
Douglas County a catalyst for political and social change.*

The interpretive plan complements the master plan and they are intended to be used together.

As a planning document, we anticipate that both the interpretive plan and master plan will be modified during the design of the exhibit areas. The interpretive experiences described in this document have not been matched to your budget and it is likely that not all items will be in the final design. Some may be eliminated while others may be added.

Objectives

The interpretive plan goals identified in the planning workshop and developed since aim to:

- Creating a memorable experience for visitors that goes beyond conventional history museum offerings.
- Create an understandable narrative that helps visitors connect with their own experiences (the idea of heritage vs. history).
- Encourage visitors to explore, from different perspectives, the important role Douglas County has played in American History.
- Create a visitor experience that is proactive, inspiring visitors to civic engagement.
- Interpret Douglas County's history through the people who shaped it, reinforcing the theme that ordinary people make history.
- Create a dynamic 21st Century museum experience that speaks to today's museum audiences and positions the Watkins for the future.
- Take advantage of the rich architecture and spatial opportunities in the building.

INTERPRETIVE STRATEGY

Developing the Strategy for Storylines

During the workshop and subsequent planning the team identified approaches for effectively developing the interpretive storylines at the Watkins. The resulting interpretive strategy includes:

- Focusing on people who have made a difference in Douglas County's history and using them as the vehicle to engage visitors on a personal basis. This is in contrast to many history museums, where the interpretive approach is to create an event and fact-driven narrative first and then flesh it out with the people involved.
- Developing the interpretive storylines around four broad themes suggested by commonalities among the people identified above:
 1. Ideology & Values — political and social movements, conflicts and development.
 2. Education — Advancement in learning (primarily public).
 3. Ingenuity & Innovation — Financial, industrial, agricultural, scientific innovation that helped move the town and county ahead.
 4. Culture — Broad topic covering the arts, philanthropy and society.
- Presenting stories in the context of contemporary events, providing the historical backdrop the residents of the time would have had.
- Creating a coherent historical narrative that avoids the all too common problem in history museums of the visitor experience being a confusing mishmash of artifacts and information that never rises to the level of an integrated experience. The analogy would be the difference between a novel with its subplots vs. a catalog—both can tell you a lot but only one tells a story.
- Creating a visitor experience that encourages personal action and civic engagement; that history has not only been made, it's being made today all around us. This is not a story just about the past, but one about today and tomorrow.
- Reinforcing the idea that history is largely shaped by ordinary people acting in sometimes extraordinary ways. The following 1895 quote by Richard Cordley sums this up:

The people moved towards Kansas of their own impulse.... They were moved by individual conviction and a common impulse.... Men and women who have never been heard of displayed a spirit of self sacrifice and heroism as worthy of remembrance as anything history records of the noted names

From the Preface, *A History of Lawrence, Kansas*

Applying the Storylines to the Building

The dramatic Romanesque architecture of the Watkins Building provides a rich historic setting for developing the permanent exhibition areas. The exhibit spaces are spread over two floors and linked by a main stair hall. The interpretive plan takes advantage of this layout to unfold as visitors naturally enter and move through the exhibit galleries. The goals here are to:

- Create interpretive opportunities at each step during a visitor's time in the museum. In addition to the exhibit areas, the stair hall can be used as an interpretive experience and take advantage of people's movement along the stairs.
- Take advantage of the second and third floor spaces to tell related but distinct stories; creating interest to draw visitors from one to the other. The goal is to pique visitor curiosity and get them to explore the whole museum to (borrowing from talk radio) get "the rest of the story."

The planning so far envisions the second floor with the Ideology & Values theme exploring the founding of Douglas County and the struggle to create a more perfect union—the driving force of

much of the county's history. The Third floor explores life in Douglas County and how it has been shaped by that driving force.

- Provide a range of experiences for different ages and levels of knowledge. The Victorian Playhouse offers the opportunity to anchor a young visitors area aimed at children (future members!) and families.
- Encourage movement through the building to showcase the distinctive architecture. The Watkins is not only the backdrop for the museum experience but the largest artifact and important part of the post-Civil War narrative.
- Take advantage of the building's unusually tall and light-filled spaces to give the stories "room to breathe." Some of the exhibits can be small and intimate while others can be large and broad.
- Provide interpretive opportunities that accommodate visitors who only want (or have time for) a "quick snack" of a visit as well as those who are there for the "whole meal."
- Provide flexibility to blend the permanent exhibit offerings with short term changing exhibitions.
- Create a welcoming entry experience whereby visitors ascend the main stair and arrive at the second floor lobby where they are greeted and introduced to the museum's main themes.
- Group exhibit areas by chronological periods instead of themes. So for example, in the third floor area focusing on post-Civil War Douglas County visitors would encounter exhibits on Education, Innovation & Ingenuity, and culture. This approach provides the opportunity for visitors to put people and events in the broader historical context as they actually happened.
- Locate the Ideology & Values theme on the second floor immediately off the lobby. Visitors, especially out-of-town ones, often come to the museum specifically to learn about the pre and Civil War era topics that will be in this area.

BUILDING PLANNING NOTES

The distinctive architecture of the Watkins Building creates building conditions that will need to be taken into account in developing the exhibit areas.

- The large windows on the second and third floors let in more light than needed, while severely reducing the wall space that would be available for interpretive use. We are exploring the feasibility of using window shades that double as backlit image panels to address this.
- The opening for the utility lift from the attic is located in the third floor ceiling near J.B. Watkins' office. Exhibits in the area under the lift will need to be mobile.
- The second floor lobby currently houses the electric car display. It is likely that the moving the car to the third floor (where it would complement the post-Civil War exhibits) will prove impractical because of its weight and size. Assuming the car stays in the lobby it will need to be worked into the orientation/preview function of the reprogrammed lobby. One option would be to use it as part of the preview of the Ingenuity & Innovation theme on the third floor.
- Circulation in the revamped second floor lobby would be improved if the teller counter is made smaller. While most of the counter is original to the building, it has been reconfigured and the metal grilles are thought to be from another local bank. The counter will need to be examined for the feasibility of removing a section. This can be evaluated further during schematic design.
- The tall ceilings, particularly on the third floor, provide opportunities for exhibits that take advantage of the height. See the accompanying rendering for an idea of how this could work.
- Changing exhibition spaces should be located for flexibility and ease of access. Currently there are three planned at J.B. Watkins' office, adjacent to the 20th Century area and behind the second floor lobby.
- There are walls capable of supporting large graphics on the second floor (rear of the Ideology & Values area) and third floor (along the changing highlights gallery).

INTERPRETIVE EXPERIENCE

The planning workshop in June 2011 identified numerous interpretive ideas that might be developed in the revamped permanent exhibit areas. The outline below consolidates these ideas and organizes the ones currently planned for further development. Though the broad outlines of the interpretive experience are established it is expected that individual interpretive stories and exhibits will change as the exhibit program is developed in the upcoming schematic design phase of the project.

Entry and Welcome

Master Plan Reference: 1.2, 1.4, 1.5

Program Summary:

Provides focal point to welcome visitors, orient them to the museum and preview the museum visit. The stair hall provides an interpretive experience in the form of quotes by area residents. Provides opportunity for visitors to add their voices to the story.

Visitor Experience:

Visitors enter the main stair hall on the first floor and ascend the ornate grand stair to the second floor entry lobby. This provides the opportunity to immerse visitors in the architectural richness of the building while building anticipation for the visit.

In the lobby visitors are greeted by museum staff and get introduced the visitor vision developed in the planning workshop. The four main stories are previewed and visitors begin their exploration of the exhibit areas from this point. The lobby also serves as a marshaling area for groups and school tours.

The information desk provides a convenient spot for visitor questions, brochures and orientation. The location for the desk is still being reviewed for how best to engage visitors while allowing security oversight of the front door.

"Now and in the Future" will invite visitors to incorporate their experiences and reflect on the future. Stations are planned for the second and third floors.

As visitors move between the second and third floors they encounter a series of quotes by notable Lawrence and Douglas County residents.

Features:

- Information Desk
- Historic teller counter
- Interpretive graphics
- Historic electric car
- Quotes in stair hall
- Now and in the Future stations

Ideology & Values

Master Plan Reference: 2.1-2.8

Program Summary:

Explores political and social movements, conflicts and development and the broader notion of competing ideologies and the resulting conflicts that mark the evolution of societies as it has played out in Douglas County—the struggle to create a more perfect union. Located on second floor adjacent to lobby.

Visitor Experience:

Visitors move between exhibit areas, each area covers a time period ranging from the state's settlement to mid-Twentieth Century. Key people are used to introduce and narrate exhibits.

Features:

- Interpretive graphics
- Artifacts
- Video & Audio

- Interactive activities

Preliminary Storylines:

The storylines listed below comprise a preliminary working list of stories to be developed further. They illustrate the interpretive strategy for linking people and events in the exhibits. We anticipate revising this list and adding to it as the exhibit design is developed in the schematic design phase.

Storyline 1:

The founding of Lawrence by anti-slavery settlers, the New England Emigrant Aid Society; the Free State Movement and the associated politics and violence (Bleeding Kansas)

Key People:

Amos Lawrence, Rev. Richard Cordley, James and Mary Lane, Charles and Sarah Robinson; John Speers; Thomas Barber; Edward Fitch; Sam Jones

Storyline 2:

Abolitionism and antislavery efforts in Douglas County (e.g. Underground Railroad)

Key People:

John Brown; John Doy; Joel and Emily Grover, Soule family

Storyline 3:

The Civil War and support for the Union cause; Border Wars/guerilla raids

Key People:

William Quantrill; Robert Miller; Eldridge family

Storyline 4:

Civil Rights and the struggle to end discrimination and segregation

Key People:

Jesse Milan; John Spearman, Jr. (KU Black Student Union); Jayhawk Plunge/Bond Issue, Marnie Argersinger; Laurance Chalmers (KU Chancellor)

Life in Douglas County

- Education
- Innovation & Ingenuity
- Culture

Master Plan Reference: 3.1–3.6

Program Summary:

This area on the third floor complements the Ideology & Values exhibit on the second floor. It is the largest exhibit area in the museum and occupies most of the third floor gallery space. Aspects of life in Douglas County are explored in tandem so that multiple themes are presented in proximity to one another, the way they actually unfolded for people at the time.

Education: Explores the notion of engaging people with ideas, the commitment and desire to improve society through formal (institutional) and informal learning.

Innovation & Ingenuity: Explores the financial, industrial, agricultural, and scientific innovation that helped the economic advancement of Lawrence, Douglas County, and the nation (westward expansion).

Culture: Explores the different peoples who have lived in Douglas County and their cultural expression, arts, philanthropy and social organizations and the desire for "quality of life" as expressed through a vibrant cultural scene in Douglas County.

Visitor Experience:

Visitors move between exhibit areas, each area covers a time period ranging from the state's settlement to mid-Twentieth Century. Key people are used to introduce and narrate exhibits.

Features:

- Interpretive graphics (including backlit images on window shades)
- Artifacts (including storefront)
- Video & Audio
- Interactive activities

Preliminary Storylines:

The storylines listed below comprise a preliminary working list of stories to be developed further. They illustrate the interpretive strategy for linking people and events in the exhibits. We anticipate revising this list and adding to it as the exhibit design is developed in the schematic design phase.

a. For Education Theme:

Storyline 1:

The founding of area universities; universities as innovators

Key People/Institutions:

University of Kansas; American Indian School/Haskell Indian Nations University; Baker University; Charles Robinson; Dudley Haskell; Franklyn Murphy; James Naismith; Phog Allen; Louis Lindsay Dyche; Dick Schiefelbush; Emily Taylor; Elizabeth Watkins

Storyline 2:

Public education, growth of school systems in Douglas County

Key People:

Maggie Herrington (1860s student); Sarah Brown and Mary Carpenter (early teachers); Opal Jane Kennedy

Storyline 3:

Informal education and the pursuit of knowledge through education/intellectual associations; value placed on knowledge and education

Key Groups:

The Women's Study Club

b. For Ingenuity & Innovation Theme:

Storyline 1:

Rebuilding and growth during post-Civil War westward expansion

Key People:

F.W. Barteldes; J.B. Watkins; Jacob House; Poehler family; Weaver/Bullene family

Storyline 2:

Entrepreneurship and New England know-how—innovation for success; importing and exporting expertise

Key People:

Bowersock family; Heck Family, Kaw Valley potato growers; Leo Beurman; Wilder family; Brian McClendon; Allan Mullaly

Storyline 3:

Transportation and economic growth (pioneer trails, railroads, Kansas River, highway/turnpike system)

Key People:
Napoleon Blanton

c. For Culture Theme:

Storyline 1:
Literary Lawrence

Key People:
Langston Hughes; William Burroughs; Kate Stephens; J.S. Boughton (founded first library in Lawrence)

Storyline 2:
The peoples and cultures that make up Douglas County (Native American, New England Settlers, German Immigrants, Mexican Railway Workers)

Key People/Groups:
Hugh Cameron (Kansas Hermit); Turnverein; Billy Mills; La Yarda

Storyline 3:
Cultural expression in Douglas County

Key People/Groups:
Music, Busch Band, Lawrence City Band; Photography, 1890s: James B & Juno Shane; AG Dalee
Early 1900s: C.F. Squires, Alfred Lawrence, 1930s: Duke D'Ambra, Orval Hixon; Film and entertainment, Vivian & Clair Patee, George (Nash) Walker, Buddy Rogers; Russ Mosser & Art Wolf (Centron Films), Dark Command premiere; John Haskell (Kansas architect); KU athletics

Highlights Gallery

Master Plan Reference: 4.3

Program Summary:

Provides a common circulation space and entry into individual exhibit areas. Contains preview of individual areas and space for changing highlights for each of the five time periods. This will allow the exhibit experience to be refreshed on a shorter timeframe than the permanent exhibits.

Visitor Experience:

Visitors preview the permanent exhibits and encounter changing exhibit highlights with interpretive graphics, artifacts and interactive activities.

Features:

- Interpretive graphics
- Audio & video
- Artifacts

Young Visitors Area

Master Plan Reference: 3.5

Program Summary:

Provides hands-on activities aimed at young visitors and families with a "touching history" theme.

Visitor Experience:

The Victorian Playhouse will be repurposed to provide hands-on learning activities scaled for children. The planned experience would focus (tentatively) on everyday life in the post-Civil War period. A variety

of other activities will encourage visitors to handle objects to get a firsthand understanding of their historical context.

Features:

- Interpretive graphics
- Audio & video
- Objects and replicas for handling
- Possible role-playing activities

Changing Exhibitions

Master Plan Reference: 4.2

Program Summary:

Provides space for changing exhibits related to the main themes and museum mission. Currently there are three areas planned, two on the second floor and one on the third. Exhibitions are planned to be a mix of in-house and rental.

Visitor Experience:

Visitors view exhibits on themes related to the permanent exhibits and museum mission.

Features:

Dependent on content.

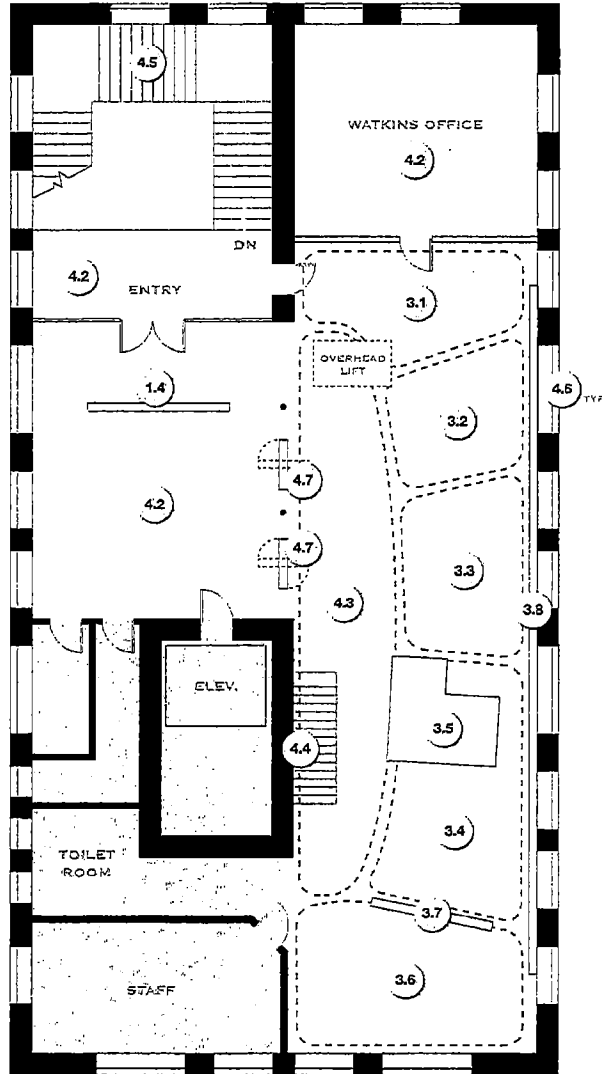
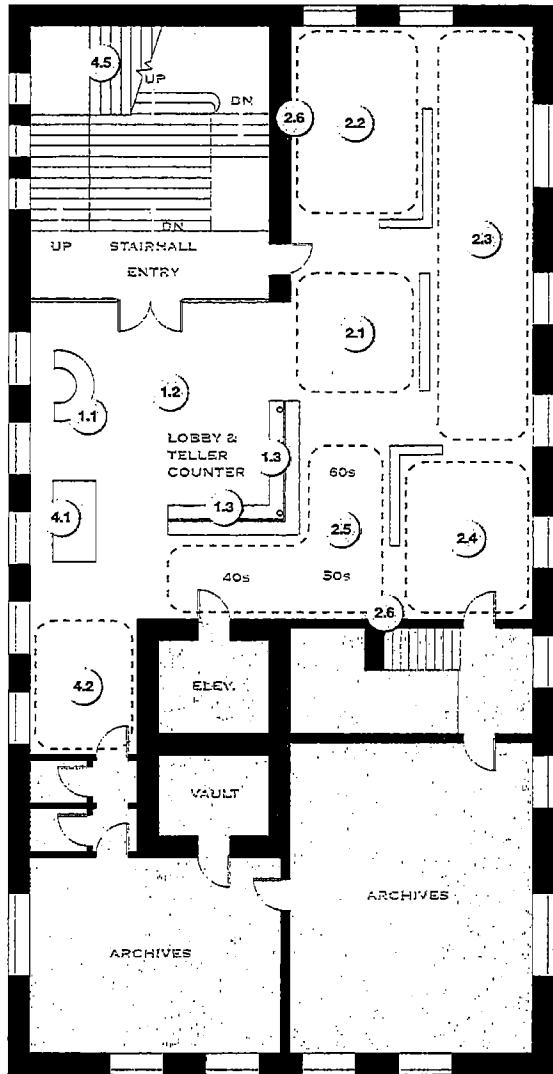
8

PROJECT Watkins Community Museum of History

LOCATION Lawrence, Kansas

DATE September 14, 2011

MASTER PLAN



INTRODUCTION

- 1.1 Information Desk
- 1.2 Orientation / Groups
- 1.3 Museum Introduction /Preview
- 1.4 Third Floor Introduction

IDEOLOGY & VALUES

- 2.1 Early Years / Pre-Settlement
- 2.2 1850s / Kansas Territory / Free State Movement
- 2.3 Kansas Statehood & Civil War Period
- 2.4 Post-Civil War
- 2.5 Early-Mid 20th Century
- 2.6 Large Graphics (optional)

EDUCATION, INGENUITY & INNOVATION, AND CULTURE

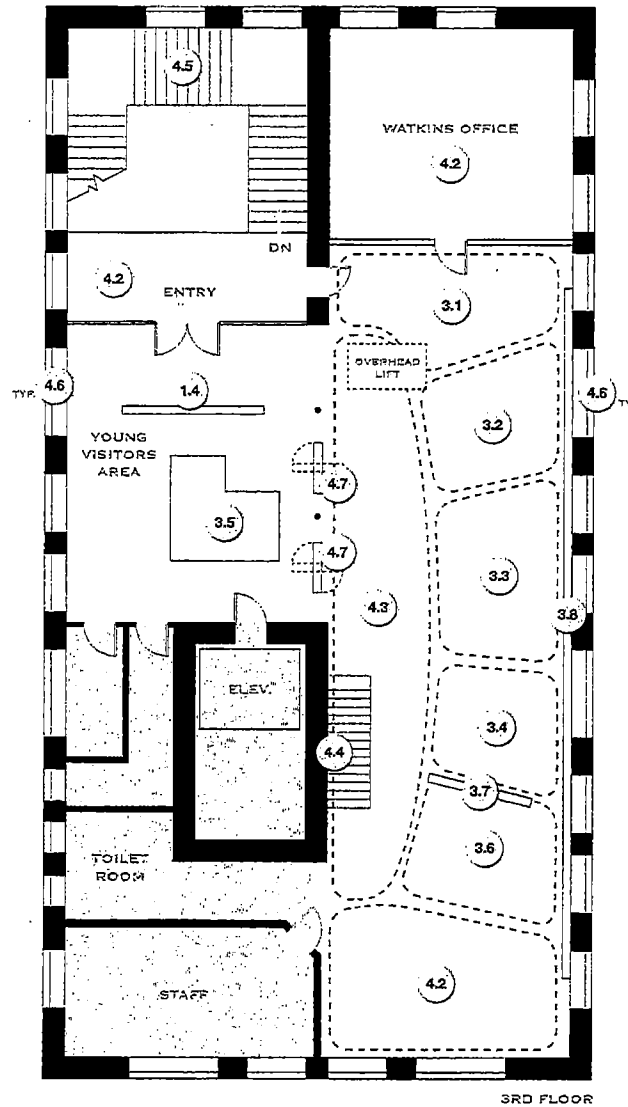
- 3.1 Settlement / Early Years
- 3.2 1850s / Border Wars
- 3.3 Kansas Statehood & Civil War Period
- 3.4 Post-Civil War
- 3.5 Victorian Playhouse
- 3.6 Early-Mid 20th Century
- 3.7 Storefront
- 3.8 Timeline Rail

MISCELLANEOUS

- 4.1 Electric Car
- 4.2 Changing Exhibits
- 4.3 Circulation & Highlights Gallery
- 4.4 Mural (optional)
- 4.5 Wall Quotes
- 4.6 Backlit Shades with Imagery
- 4.7 Rotating Wall Panels

Notes:

- 1. Second floor teller counter shortened for car display.
- 2. Mobile exhibits in third floor lift area.



INTRODUCTION

- 1.1 Information Desk
- 1.2 Orientation / Groups
- 1.3 Museum Introduction /Preview
- 1.4 Third Floor Introduction

IDEOLOGY & VALUES

- 2.1 Early Years / Pre-Settlement
- 2.2 1850s / Kansas Territory / Free State Movement
- 2.3 Kansas Statehood & Civil War Period
- 2.4 Post-Civil War
- 2.5 Early-Mid 20th Century
- 2.6 Large Graphics (optional)

EDUCATION, INGENUITY & INNOVATION, AND CULTURE

- 3.1 Settlement / Early Years
- 3.2 1850s / Border Wars
- 3.3 Kansas Statehood & Civil War Period
- 3.4 Post-Civil War
- 3.5 Victorian Playhouse
- 3.6 Early-Mid 20th Century
- 3.7 Storefront
- 3.8 Timeline Rail

MISCELLANEOUS

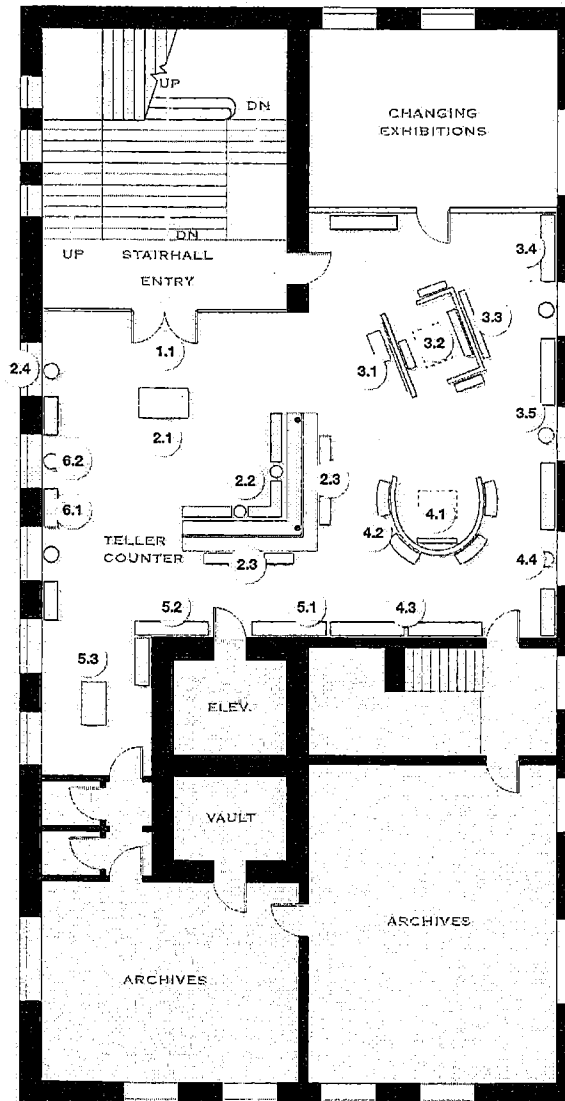
- 4.1 Electric Car
- 4.2 Changing Exhibits
- 4.3 Circulation & Highlights Gallery
- 4.4 Mural (optional)
- 4.5 Wall Quotes
- 4.6 Backlit Shades with Imagery
- 4.7 Rotating Wall Panels

Notes:

- 1. Second floor teller counter shortened for car display.
- 2. Mobile exhibits in third floor lift area.



SECOND FLOOR RENDERING



SECOND FLOOR EXHIBIT PLAN

GENERAL

1.1 Entry & Orientation

INTRODUCTION & OVERVIEW

- 2.1 Introduction, touchscreen table with video
- 2.2 Timeline of Ideas & Issues
- 2.3 *What Do You Think?* interactive stations
- 2.4 Large scale images on retractable window shades (Typ.)

SETTLEMENT & CONFLICT

- 3.1 Quantrill's Raid Intro
- 3.2 Artifact display and *The Raid Minute by Minute* multimedia
- 3.3 The Aftermath & Survivors' Focus
- 3.4 Settlement & Growing Conflict (*Bleeding Kansas*)
- 3.5 Individual stations at window seats (Typ.)

RECONSTRUCTION & CIVIL RIGHTS

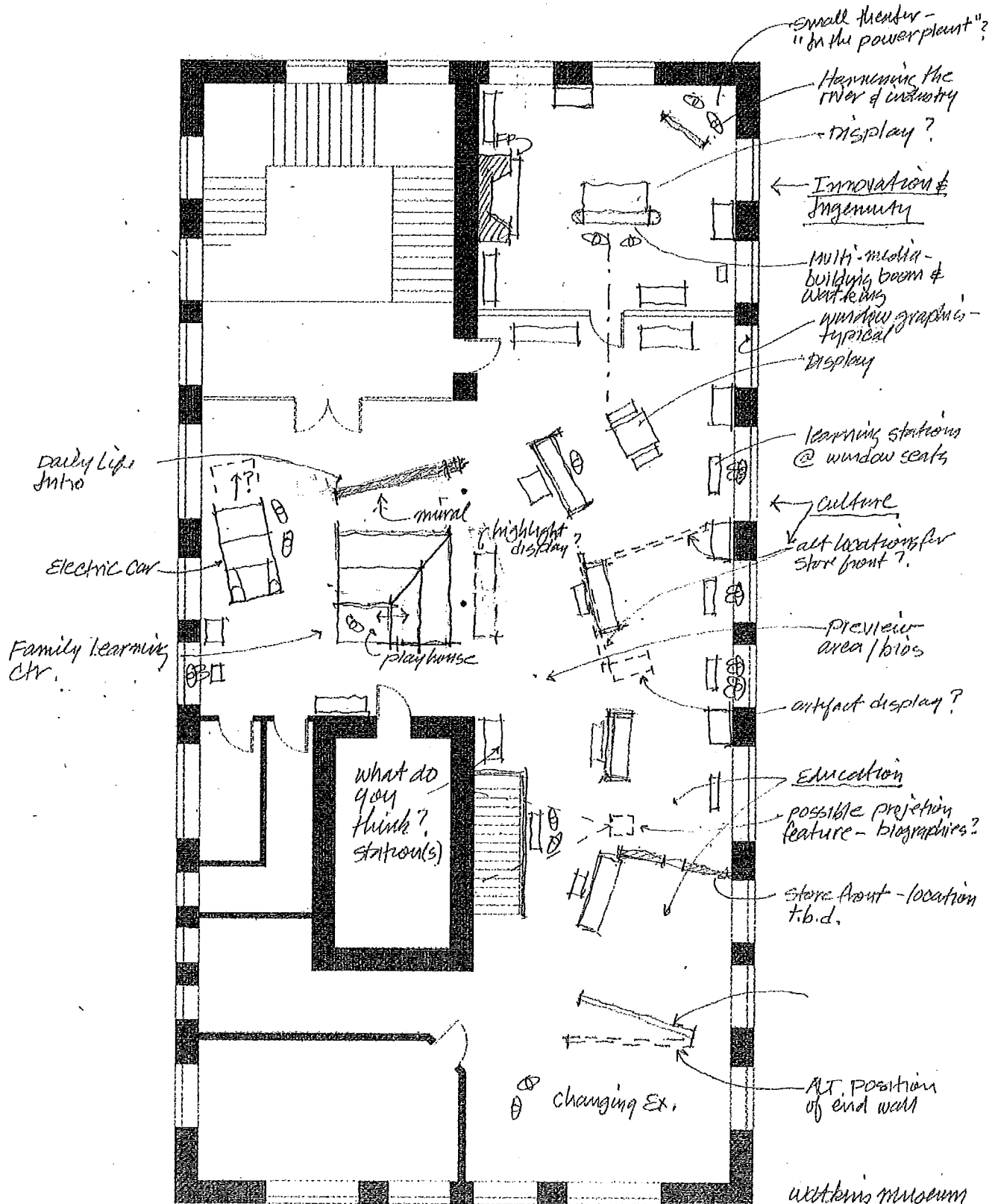
- 4.1 *In Their Own Words* multimedia, moving message quotes
- 4.2 Interpretive rail and display
- 4.3 Interpretive panels and display - 20th Century
- 4.4 Interactive stations at window seats (Typ.)

GROWTH & EXPANSION

- 5.1 The Growing Town & County
- 5.2 Westward Expansion, Changing Fortunes
- 5.3 Optional changing exhibition area

LAWRENCE: PEOPLE, PLACE & ISSUES

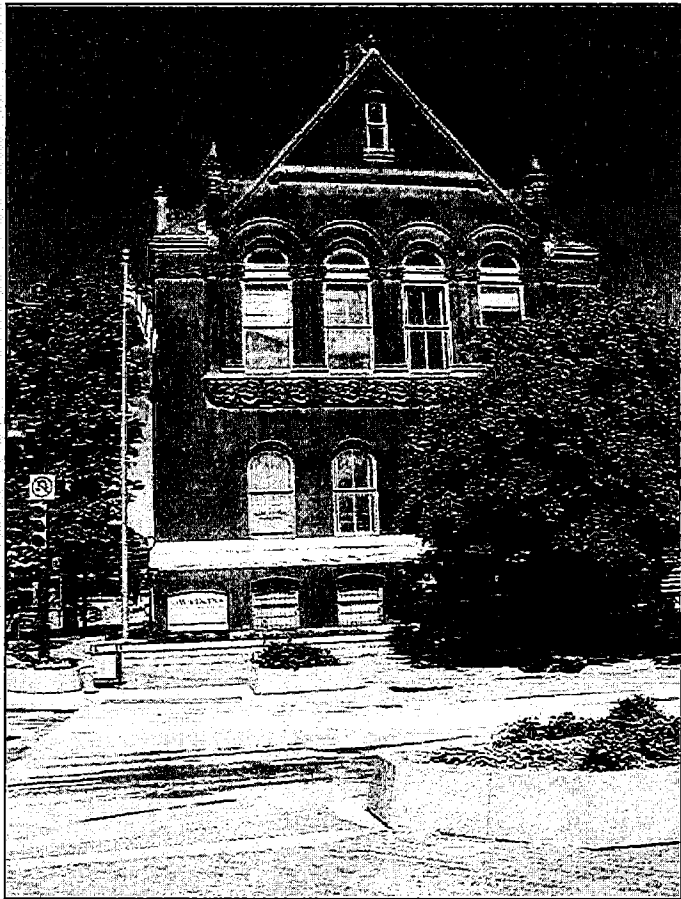
- 6.1 Interpretive rail and wall panels
- 6.2 Interactive stations at window seats (Typ.)



western museum
 plan study -
 3rd floor 4/18/12
 interactive group -
 no code - JPA

Douglas County Historical Society, 2012 HCC Major Grant Application

Appendix D: Watkins Museum Core Exhibit Images

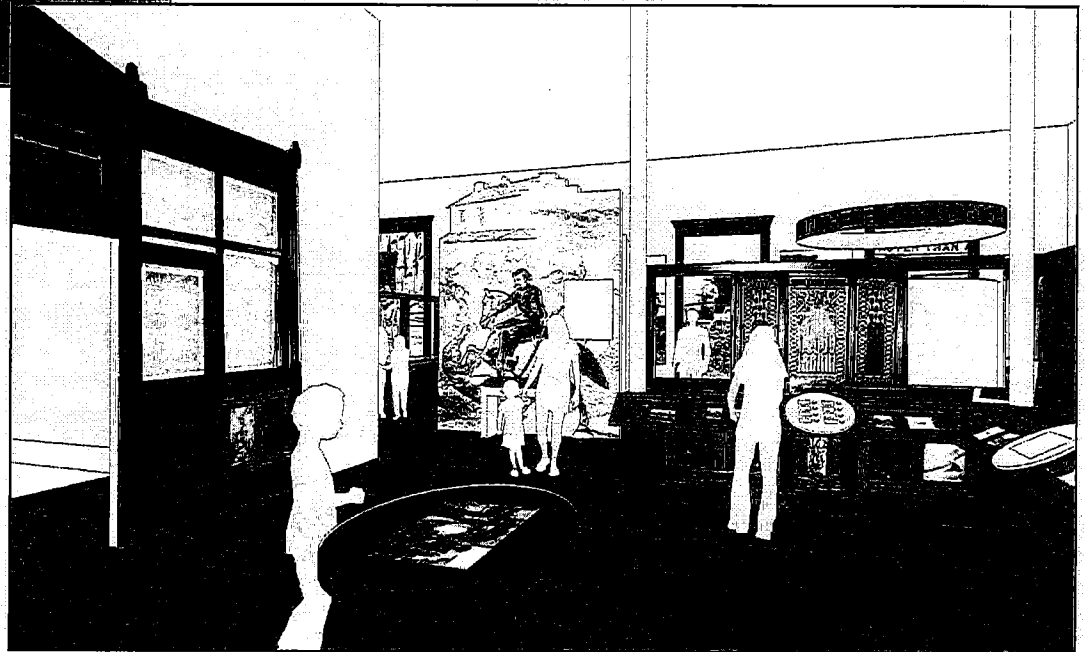


Exterior, Watkins Community Museum of History
1047 Massachusetts Street, Lawrence

Interior, Second Floor Exhibit Space, Watkins Museum

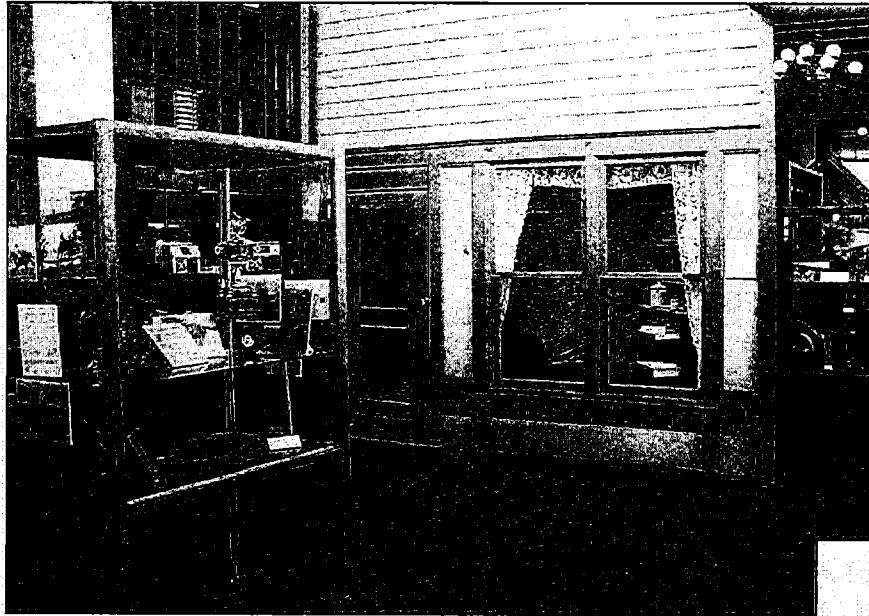


Current Exhibit Space, looking south



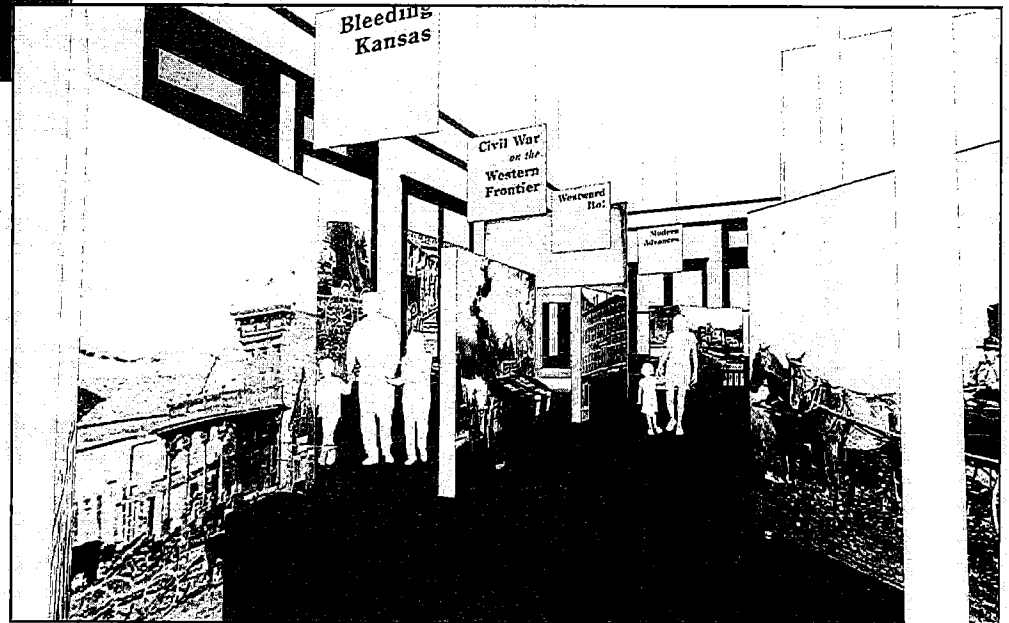
Preliminary View of Proposed Exhibit Space, looking south

Interior, Third Floor Exhibit Space, Watkins Museum



Current Exhibit Space, looking southwest

Preliminary View of Proposed Exhibit Space, looking southwest



Douglas County Historical Society, 2012 HCC Major Grant Application
Appendix F: Watkins Museum Core Exhibit Budget

Phase 1: Interpretive Planning (completed October 2011)

Planning Consultant Fees	\$12,000
Travel	\$500
Planning Workshop Expense	\$500
Total Expense Phase 1:	<u>\$13,000</u>

Phase 2: Exhibit Definition (floors 2 and 3)

Design Consultant Fees	\$37,000
Develop concepts	
Identify storylines	
Visualize exhibits	
Travel	\$450
Total Expense Phase 2:	<u>\$37,450</u>

Phase 3: Second Floor Design and Installation

Design Consultant Fees	\$23,625
Develop exhibit design	
Develop interpretive techniques	
Honoraria for Authors/Editors	\$2,500
Meeting Materials/Supplies	\$300
Travel	\$1,000
Fabrication (offsite) and Installation (on-site)	\$150,000
Construct casework and interactive elements	
Develop and print interpretive materials, signage	
Develop interpretive media (audio, video, etc.)	
Install casework, interpretives, and collection materials	
Fabrication and Installation contingency (10%)	\$15,000
Gallery Improvements/Repairs	\$15,000
Security Upgrades	\$2,500
Pilot Educational Activities	
Teacher Honoraria	\$1,000
Meeting/activity expenses	\$500
Supplies and materials	\$1,500
Total Expense Phase 3:	<u>\$212,925</u>

Phase 4: Third Floor Design and Installation

Design Consultant Fees	\$39,375
Develop exhibit design	
Develop interpretive techniques	
Honoraria for Authors/Editors	\$3,000
Meeting Materials/Supplies	\$750
Travel	\$1,250
Fabrication and Installation	\$250,000
Fabrication and Installation contingency (10%)	\$25,000
Gallery Improvements/Repairs	\$20,000
Security Upgrades	\$2,500
Total Expense Phase 4:	<u>\$341,875</u>

Total Expense for Core Exhibit Development: \$605,250



27 East Russell Street, Suite 200 Columbus, OH 43215
TEL 614-485-9886 EMAIL phaynes@interactive-group.net

January 8, 2012

Steven Nowak
Douglas County Historical Society
1047 Massachusetts Street
Lawrence, KS 66044

Subject: Watkins Community Museum of History
Exhibit Program Planning

Dear Steve,

As a follow up to our last discussion I have reviewed our scope of work and fees for the revamped permanent exhibition at the Watkins Community Museum of History. As you indicated, your Board is leaning toward phasing both our design work and the fabrication of the exhibits. I have outlined below our understanding and how we can split up our work to meet your goals. Once a project strategy has been finalized we can revise the draft contract and move ahead.

As we understand things for the option currently under consideration:

1. We would proceed with project definition and schematic design per the draft contract. This will allow the overall exhibit areas on floors two and three to be conceptually developed, the themes and storylines to be sufficiently identified, and the exhibits visualized to the point where reliable pricing can be performed. One of the main goals will be to match your planned \$500,000 overall budget to the scope of exhibits that can be achieved for that funding. In the workshop it was acknowledged that the exhibit ideas selected to be developed would need to be matched to the funding level the Board eventually approved. This is the time to do it.
2. The second floor would be developed and installed in time for the August 2013 sesquicentennial of Quantrill's Raid. The delivery method is to be finalized but the discussions so far envision a mostly design/build delivery by us, with selected elements being delivered by other firms through a design/bid/build process. You have indicated that your goals for this scenario are to (1) get part of the revamped permanent exhibition in place before August 2013 (or earlier) and (2) match the project to what your Board anticipates being able to raise in that timeframe.

This reasonable but I will note that at this point, at the beginning of 2012, there is still adequate time to design and produce the entire project envisioned in the master plan. I realize this is tied to your fundraising and simply want to mention it as you firm up your project strategy. While phasing the project can make sense for a variety of reasons, the overall costs will go up some because of factors tied to multiple deliveries and installation costs.

3. After the design work for the second floor is completed we would turn our attention to the balance of the design work for the third floor, with the timeline for production to be determined based on your fundraising progress.
4. You have indicated that you want to consider adding the young visitor area on the third floor to the project scope. There is more than enough time to include this area (again contingent of funding) and we can add this to our initial scope of work at your option.

Steven Nowak
January 8, 2012

Budget Considerations

1. For near-term planning purposes assume that the \$400,000 production budget will be split into two parts, \$150,000 for the second floor and \$250,000 for the third floor. This will need to be refined as part of our design work going forward.
2. From the draft contract our fees for the remainder of project definition and schematic design would be \$37,000.
3. Using the ratio of .375 ($150,000 \div 400,000$) the our estimated fee for the balance of the second floor (Design Development, Fabrication Documents, Pricing Administration) would be \$23,625. The design fee for items 2 and 3 would be \$60,625.
4. Therefore you should be looking at a design and production exhibit budget in the neighborhood of \$210,625 ($\$150,000 + \$60,625$) for the overall project definition/schematic design, the detailed design work for the second floor, and the second floor production. This does not include any detailed design or production for the young visitor area on the third floor, which would increase the above numbers. I would also include a modest amount for building improvements to the second floor (power, lighting, etc.) say, \$15,000. Also, a code review should be done to confirm that there are not any code compliance issues that could trip us up later in the project. You indicated that you have a local AE firm in mind for this.

Please keep in mind that these are preliminary numbers for production based on our broad assumptions and are for planning purposes; they are not a guarantee of costs since the project has not yet been designed.

I appreciate the direction in which you and your Board are moving and, though we don't have all the answers yet, we will do our best to help you in your planning and facilitate moving the project forward. I will be glad to discuss things further with you and provide anything else that may be helpful in your Board's decision making.

Sincerely,



John Paul Haynes, Jr. AIA
President

Enclosures:

p.c.: file – project no.

20120108.wcm.l.nowa-revised scope.pages

Lawrence Preservation Alliance

P.O. BOX 1073 • LAWRENCE, KANSAS 66044

DIRECTORS

ANDRÉ BOLLAERT
VICE-PRESIDENT

DENNIS BROWN
PRESIDENT

BRENNAN BUCHANAN

JOSH DAVIS

VIRGIL DEAN

KATE DINNEEN

ERNIE ECK
CO-TREASURER

MIKE GOANS

JONI HERNLY

PAT KEHDE
SECRETARY

ANNE MARVIN

CHRIS MILLSPAUGH

DALE NIMZ

MICHAEL SHAW

DALE SLUSSER
CO-TREASURER

MARY LYNN STUART

REV. VERDELL TAYLOR JR.

CAROL VON TERSCH

DENNIS DOMER
EMERITUS

MARCI FRANCISCO
EMERITUS



Lawrence
Preservation
Alliance

4-15-12

Heritage Conservation Council:

I am writing to express support for the Douglas County Historical Society application for a County grant to develop a permanent exhibit at the Watkins Community Museum of History. This exhibit will give county residents and our visitors an opportunity to explore our cultural heritage and increase their understanding of the stories, ideas and events that have made Douglas County a catalyst for political and social change.

In the last few years I have watched the Historical Society, and the Watkins Museum, basically come back from the dead with a great and focused energy from a new board of directors who actively sought community input, a strong interim director, and now a very capable fulltime executive director. Under this outstanding leadership, a multi-phase plan was devised on how best to utilize the Watkins Museum and its collections. The first phase refined a vision for the Watkins Museum. The next phase of the work defined a new permanent exhibit for the museum. Both efforts were supported by private funds raised by the board.

The Historical Society is now seeking funding for the fabrication and installation of the new exhibit, with the goal of opening the portion of the exhibit housed on the second floor of the Watkins Museum in time for the sesquicentennial of Quantrill's raid on Lawrence in August of 2013. This portion of the exhibit will explore the ideas and issues that shaped the development of Douglas County and detail significant events leading up to and extending through the Civil War, including Quantrill's raid. The exhibit will be a fitting commemoration of this important event in Douglas County history and an important destination in the Freedom's Frontier National Heritage Area network.

This permanent exhibit will greatly improve the understanding of our cultural history for residents by transforming the Watkins Museum from a loose collection of artifacts to a cohesive, focused story that encapsulates the rich and diverse elements of our community's heritage. We are fortunate that, throughout our county, there are many outposts that tell each of the individual stories, but it is essential for the Watkins Museum to provide the broad overview necessary to understand and appreciate who we are as a community.

Sincerely,

Dennis J. Brown
President

Serving Lawrence and Douglas County
www.lawrencepreservation.org



April 18, 2012

Steve Nowak, Executive Director
Douglas County Historical Society
1047 Massachusetts St.
Lawrence, Kansas 66044

Dear Steve,

This letter is to strongly support the Douglas County Heritage Grant application made by the Douglas County Historical Society (DCHS).

Freedom's Frontier National Heritage Area (FFNHA) has developed as a result of the need to bring the rich history of Lawrence and Douglas County to greater awareness. In the recently developed comprehensive map of FFNHA, Douglas County is one of only two highlighted areas in the 41 counties because of the extensive number of important heritage sites found here.

While smaller historical societies in Douglas County have worked diligently to interpret their specific stories, Watkins Community Museum of History has not yet reached its full potential in interpreting the history of Lawrence and Douglas County. I am very encouraged at the progress that has been made by DCHS in the last two years. The description of the new core exhibit is exciting and the concept that has been developed is a forward-thinking way to interpret heritage stories.

With the help of a Douglas County Heritage Grant for development and installation of this important exhibit, Watkins Museum will gain a prominent distinction in the county and in FFNHA as a place where visitors and residents/students alike will want to be sure to visit.

I hope that the selection panel for the Douglas County Heritage Grant will look favorably on this grant application.

Sincerely,

Judy Billings
Executive Director



City of Lawrence

CITY MANAGER'S OFFICE

DAVID L. CORLISS
CITY MANAGER

City Offices
PO Box 708 66044-0708
www.lawrenceks.org

6 East 6th St
785-832-3000
FAX 785-832-3405

CITY COMMISSION
MAYOR
ROBERT J. SCHUMM

COMMISSIONERS
MICHAEL DEVER
HUGH CARTER
MIKE AMYX
ARON E. CROMWELL

April 16, 2012

RE: Watkins Museum Application

Dear Douglas County Heritage Conservation Council:

Please accept this letter of support for the Watkins Museum Application for the Douglas County Heritage Preservation Grant. The grant would help fund the fabrication and installation of the museum's new core exhibition that will highlight Quantrill's raid. This exhibition will complement the community's other efforts to expand cultural tourism for our area, particularly related to an event that is so integral to our history. I urge your favorable consideration of this grant request.

Sincerely,

David L. Corliss
City Manager





DOUGLAS COUNTY ZONING & CODES DEPARTMENT MEMORANDUM

TO: Board of County Commissioners
SUBJECT: Discussion of N 411 Rd, Private Road approved in 1998 for one residence
DATE: July 31, 2013
FROM: Linda M. Finger, Interim Director Zoning & Codes

BACKGROUND OF N 411 RD APPROVAL BY BOCC

April 27, 1998, the County Commission approved a request for a private road from Mr. & Mrs. Lawrence Englebrake to serve a landlocked parcel of land. The minutes from that meeting indicate the "...land parcel originally consisted of 10.80 acres after a previous division in 1994. Mr. & Mrs. Englebrake and Bradford Butell purchased the property jointly with the intent to divide this 10.80 acres into two 5-acre tracts, for the purpose of building two residences." The County Commission approved the private road request with 5 conditions. These conditions were:

1. That an application review fee for this private drive of \$100 be assessed;
2. Private drive approval granted solely for one residence;
3. Private drive easement 70' wide for ingress and egress be surveyed and recorded in the Office of the Register of Deeds for one residence;
4. Neither Douglas County nor Willow Springs Township be responsible for maintenance of said private drive;
5. A copy of the recorded legal description and survey of easement of the private drive be provided to the Zoning & Codes Department and the Public Works Department."

[A copy of the survey, easement description and aerial of the property are provided as attachments.]

BACKGROUND OF PRIVATE ROAD REGULATIONS

Private roads were permitted from September 1972 through November 1998 by Home Rule Resolution 98-54. During this period of time, a private road could be approved by the County Commission to serve up to 3 parcels for residential development purposes. It is unknown, specifically, how many private roads were approved by Commissions over this 26 year time span, as there was no complete list maintained for private road approvals. What exists is a list created by a former public works employee of private roads in the county, with notations about where these are located and, when known, if they were approved by the BOCC. Some private roads have existed in Douglas County since well before 1972. [A GIS map layer of approved private roads is in the process of being painstakingly researched and created through a joint effort of public works and zoning & codes staff.]

Early records (in the BOCC minutes) of private road approvals included little information regarding the properties served and did not include minimum width requirements for access easement or maintenance requirements for the private roads. From research, it also appears that sometimes when a private road was approved across a property that had public road access, the parcel with public road access was not counted as one of the three parcels that a private road could serve; the result being there are locations throughout Douglas County where

a private road is used by 4 residences, the one with public road access and three landlocked parcels.

PRESENTATION OF ISSUE

The reason for this item on the County Commission's agenda is based, in part, on the previous practice of private road approvals not counting/considering the parcel crossed by the access easement, in the Commission action. From reading the Commission Meeting minutes from 4-27-98, it is clear that both Englebrake and Butell presented their intentions to develop the two individual 5 acre parcels. The access easement approved to serve the landlocked Englebrake parcel is entirely on the Butell parcel, stopping at the west property line of that parcel. The conditions to serve solely one residence can be interpreted in several ways: only one residence can take access from this parcel or only one landlocked parcel with a residence can use the cross access easement. The Butell parcel had road frontage and it may have been assumed it could take access from anywhere along what was, at the time, Highway 59, or from the cross access easement, as the easement is not written to exclude the property owners from using the same land for their driveway.

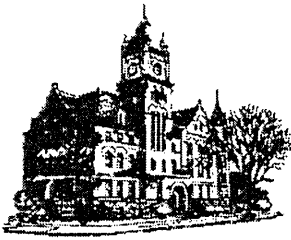
The Butell's have asked for this clarification as they would like to either build on the east parcel of land or sell it for development purposes. Staff has spoken with both the Butell's and the Englebrake's and both agree that the original intent was for each 5 acre parcel to be developed with a home on it. For the last 14 years, the Englebrake's have maintained the private road at their sole expense. The only concern raised was one of mutual or joint maintenance of N 411 Rd in the future, if it is to be allowed to also serve as the sole access to the Butell parcel.

The parcel with public road access (Butell's) is adjacent to old Hwy 59/ now E 1250 Rd, which is designated as a major collector road. The current road cut, serving N 411 Rd, is the only practical location for a road cut along the frontage of this parcel of land, due to the creek and FEMA floodplain that exists to the north of this access cut. If it is possible to use N 411 Rd as the driveway location for the Butell property, as well as for the Englebrake property, it would provide safer access than creating a second access along the 502' of road frontage along E 1250 Rd and would be more environmental responsible than creating a second crossing, in such close proximity, over the tributary to the West Fork of Tauy Creek.

COMMISSION ACTION REQUESTED

Questions staff would like the Commission's interpretation or clarification on regarding N 411 Rd are:

1. Does the Commission agree with staff's reasoning that it is possible the previous Commission's action and conditions were directed to the landlocked parcel and not the parcel crossed by the access easement? This would permit the Butell parcel to use the same access point and a portion of the private road as a driveway for the property.
2. A maintenance agreement was not required in 1998, because only one house was going to use the private road. If the Commission's interpretation of the private road's 1998 approval included use of the private road as a driveway for the east parcel, is there a need for an additional condition, before the private road is also used as a driveway for the east parcel, to require a joint maintenance agreement be recorded for N 411 Rd at the Register of Deeds office?



**DOUGLAS COUNTY ZONING & CODES DEPARTMENT
1242 MASSACHUSETTS STREET
LAWRENCE, KANSAS 66044**

MEMORANDUM

TO : Douglas County Commission
FROM: Keith Dabney, Zoning & Codes Department *K.P.D.*
DATE : April 23, 1998
RE : Private Drive Request from Mr. and Mrs. Lawrence M. Englebrake

Please find attached site plan, and legal description for a proposed private drive to serve one parcel of land. The land parcel originally consisted of 10.80 acres after a previous division in 1994. Mr. & Mrs. Englebrake and Bradford Butell purchased the property jointly with the intent to divide this 10.80 acres into two 5-acre tracts, for the purpose of building two residences.

The 502.50' on the east side of property fronts Hwy. 59, and Kansas Department of Transportation will grant only one entrance access for these two lots. Thereby, making Tract 2 inaccessible without a private drive.

The subject property is located in the NW $\frac{1}{4}$ of Section 35, Township 14, Range 19. This tract's location for address purposes will approximately be 411 E 1250 Road, Baldwin City, Kansas 66006

If the County Commission grants approval, this office would recommend the following conditions placed on the ingress and egress easement:

1. That an Application Review Fee for this private drive of \$100.00 be assessed.
2. Private drive approval granted solely for one residence.
3. Private drive easement 70' wide for ingress and egress be surveyed and recorded in the Office of Register of Deeds for the one residence.
4. Neither Douglas County nor Willow Springs Township be responsible for maintenance of said private drive.
5. A copy of the recorded legal description and survey of easement of the private drive be provided to the Zoning & Codes Department and the Public Works Department.

KEITH R. DABNEY, DIRECTOR
TELEPHONE: (785) 832-5104
FACSIMILE: (785) 841-0943

N.E. Corner
N.W.1/4
SEC. 35-14-19

TRACT ONE
8.57 AC. +/-

TRACT TWO
9.65 AC. +/-

5-C
39,900
10.80 AC

TRACT FIVE
20.80 AC. +/-

14.03 acres
50' Radius

TRACT THREE
5.46 AC. +/-

29,900
TRACT FOUR
5.84 AC. +/-
SALE
LANTIS

5-A

5-B

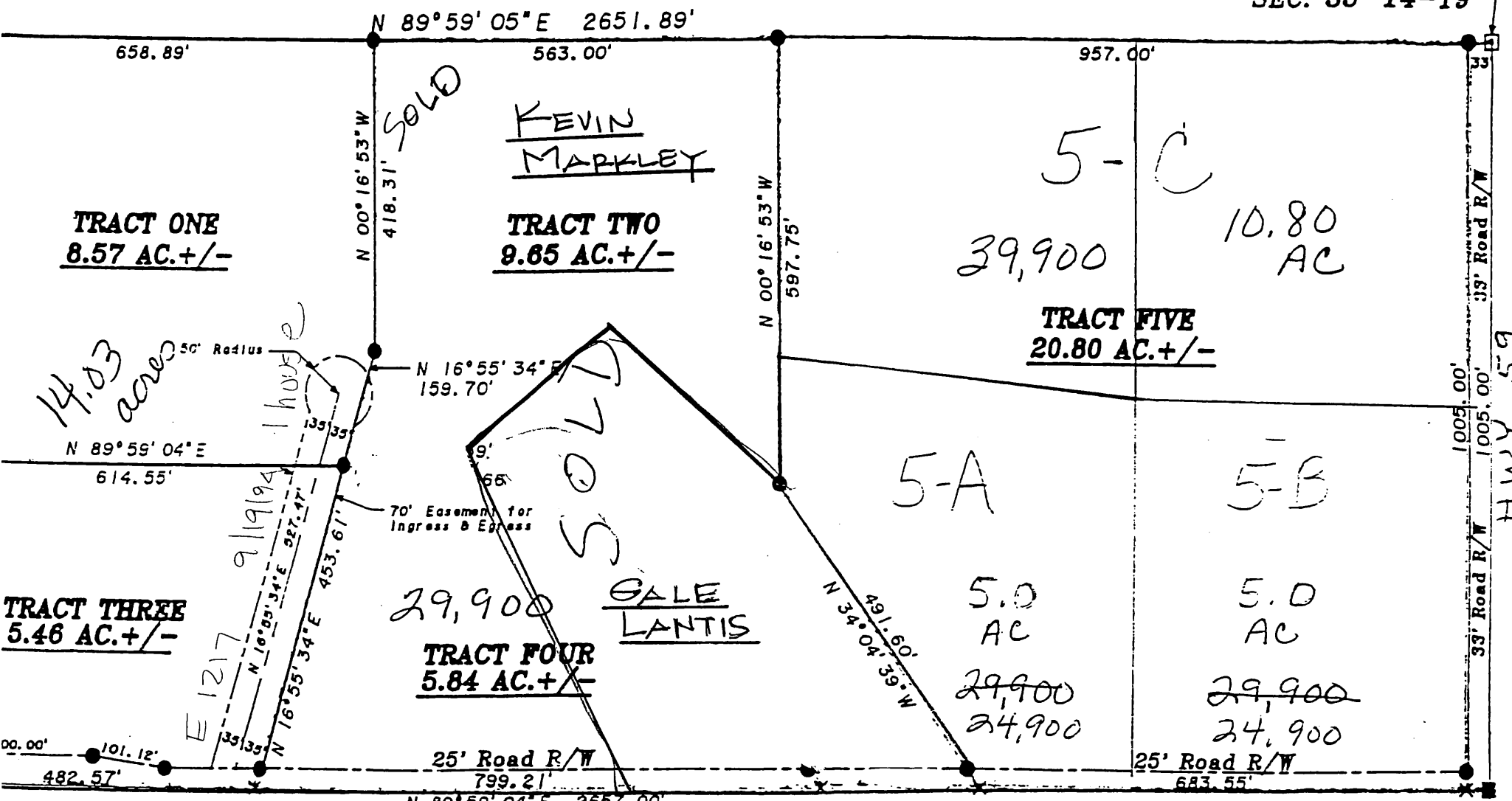
5.0 AC
~~29,900~~
24,900

5.0 AC
~~29,900~~
24,900

SOLD

SOLD

HWY 59



25' Road R/W
N 89° 59' 04" E 2657.00'
COUNTY ROAD #474

400 Rd

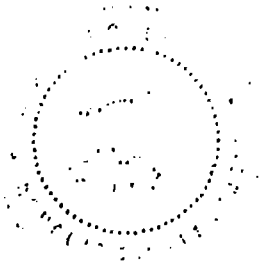
SURVEY ORDERED BY: Mike Englebrake Job #10635-1

DATE SURVEY COMPLETED: October 9, 1997

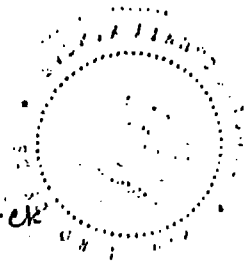
SURVEY PERFORMED BY: Taylor Surveying - 308 S. Main, Ottawa, Kansas 66067

DESCRIPTION: See pages 2 & 3 of 3.

136215 ✓
INDEX
TO LOCAL INDEX
35-14-19NW



State of Kansas, De:glas County, SS.
Filed and Entered in Vol. 609
Page 543 at 2:27 o'clock P. M.
545
MAY 15 1998
By Todd Burroughs
Register of Deeds
Deputy

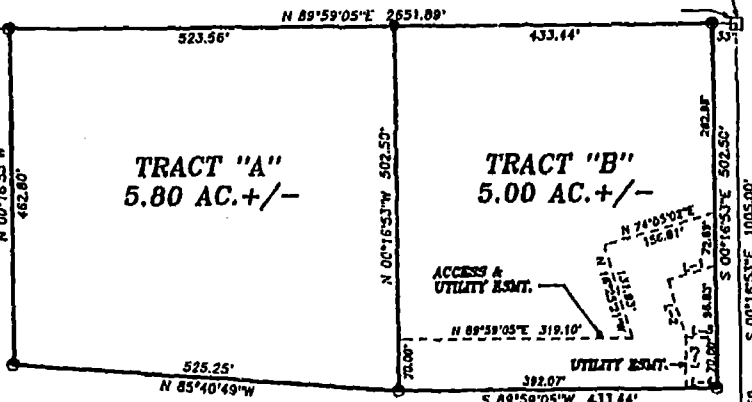


- L-1 S 74°05'02"W 60.60'
- L-2 S 10°25'21"E 81.81'
- L-3 S 00°16'31"E 70.00'
- L-4 S 89°59'05"W 41.36'
- L-5 N 89°59'05"E 41.36'

N.E. CORNER
N.W. 1/4
SEC. 35-14-19

1861.89'
N.W. CORNER
N.W. 1/4
SEC. 35-14-19

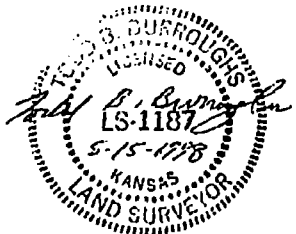
- LEGEND:
- △ EXISTING STONE
 - EXISTING SPIKE
 - 1/2" IRON PIN PREV. SET
 - R.R. SPIKE PREV. SET



REFERENCE SURVEY:
NO. 8101
BY JOHN E. TAYLOR, RLS-713
DATED JUNE 13, 1996

I, TODD B. BURROUGHS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF KANSAS, DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE TRUE AND ACCURATE RESULTS OF A SURVEY CONDUCTED ON THE GROUND UNDER MY DIRECT SUPERVISION ON OCTOBER 9, 1997.

E COUNTY
ROAD #474



TODD B. BURROUGHS, PLS-1187

Mike Englebrake
2625 Bardith Ct
66096

SURVEY ORDERED BY: Mike Englebrake

Job #10635-1

DATE SURVEY COMPLETED: October 9, 1997

SURVEY PERFORMED BY: Taylor Surveying - 308 S. Main, Ottawa, Kansas 66067

DESCRIPTION:

A 70' access & utility easement over and across a tract of land in the Northwest Quarter of Section 35, Township 14 South, Range 19 East of the Sixth Principal Meridian, in Douglas County, Kansas, being more particularly described as follows:

Beginning at the Northeast corner of the Northwest Quarter of Section 35, Township 14 South, Range 19 East of the Sixth Principal Meridian;

THENCE South 89 degrees 59 minutes 05 seconds West for a distance of 33.00 feet along the North line of said Quarter Section to a point on the West right-of-way line of Highway 59;

THENCE South 00 degrees 16 minutes 53 seconds East for a distance of 262.98 feet along said right-of-way parallel to the East line of said Quarter Section to the TRUE POINT OF BEGINNING;

THENCE South 00 degrees 16 minutes 53 seconds East for a distance of 72.69 feet along said right-of-way;

THENCE South 74 degrees 05 minutes 02 seconds West for a distance of 66.60 feet;

THENCE South 16 degrees 25 minutes 21 seconds East for a distance of 81.92 feet;

THENCE South 00 degrees 16 minutes 53 seconds East for a distance of 70.00 feet parallel to the East line of said Northwest Quarter;

THENCE South 89 degrees 59 minutes 05 seconds West for a distance of 392.07 feet;

THENCE North 00 degrees 16 minutes 53 seconds West for a distance of 70.00 feet parallel to said East line;

THENCE North 89 degrees 59 minutes 05 seconds East for a distance of 319.10 feet;

THENCE North 16 degrees 25 minutes 21 seconds West for a distance of 131.93 feet;

THENCE North 74 degrees 05 minutes 02 seconds East for a distance of 156.81 feet to the TRUE POINT OF BEGINNING;

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.98 acres more or less, in Douglas County, Kansas.

A 70' utility easement over, under and across a tract of land in the Northwest Quarter of Section 35, Township 14 South, Range 19 East of the Sixth Principal Meridian, in Douglas County, Kansas, being more particularly described as follows:

Beginning at the Northeast corner of the Northwest Quarter of Section 35, Township 14 South, Range 19 East of the Sixth Principal Meridian;

THENCE South 89 degrees 59 minutes 05 seconds West for a distance of 33.00 feet along the North line of said Quarter Section to a point on the West right-of-way line of Highway 59;

THENCE South 00 degrees 16 minutes 53 seconds East for a distance of 432.50 feet along said right-of-way parallel to the East line of said Quarter Section to the TRUE POINT OF BEGINNING;

THENCE South 00 degrees 16 minutes 53 seconds East for a distance of 70.00 feet along said right-of-way;

THENCE South 89 degrees 59 minutes 05 seconds West for a distance of 41.36 feet;

THENCE North 00 degrees 16 minutes 53 seconds West for a distance of 70.00 feet, parallel to the East line of said Northwest Quarter;

THENCE North 89 degrees 59 minutes 05 seconds East for a distance of 41.36 feet to the TRUE POINT OF BEGINNING;

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.07 acres more or less, in Douglas County, Kansas.

ZO - Stone, Judy

From: PW - Browning, Keith
Sent: Thursday, November 01, 2012 3:35 PM
To: AD - Finger, Linda
Cc: PW - Gorman, Terese; ZO - Stone, Judy
Subject: RE: private road: issue of access

Linda,

The Butell tract has ~500' frontage, which is less than the required 660' for a 55-mph Major Collector road. I assume the Butell tract existed prior to Dec 2006?

I don't see another way to provide access other than a shared entrance that deviates from the existing entrance at the R/W line. This would mean an additional culvert creek crossing. I don't want them to dedicate additional R/W to include the creek crossing because then we're responsible for maintaining what appears to be a significant size culvert (in addition to about 100' additional entrance driving surface). If we were to allow additional R/W dedication to include creek crossing, we would likely want the "road" and culvert reconstructed to meet current standards prior to assuming maintenance responsibility. (I have not looked at and studied the culvert, but I am guessing it doesn't meet current standards.)

The best thing for all would be revising the approved private road to serve two residences, but I don't imagine that's possible.

Keith

From: AD - Finger, Linda
Sent: Thursday, November 01, 2012 10:44 AM
To: PW - Browning, Keith
Cc: PW - Gorman, Terese; ZO - Stone, Judy
Subject: private road: issue of access

Keith,

Attached is a map of a private road that takes access off US Hwy 59 (existing roadway). A realtor wants to sell the undeveloped Butell tract that abuts the public right-of-way. A private road (N 411) was approved in 1998 to serve one residence (the Englebrake property), which has no public road frontage. The question put to us now is, how will access be granted to the Butell tract? I would think they would have to use the same road cut, but need to take a separate drive off from the public right-of-way to serve a new residence. A complication with this approach is that there is a small creek crossing about 35' - 40' into the property from 59 Hwy. Requiring two creek crossings so close together doesn't make sense. They could dedicated additional public right-of-way to the creek crossing, allowing that portion of the N 411Rd to be considered a public road, but that has complications too. What would your recommendation be to the realtor regarding access to the Butell tract?

Thanks.

Linda M. Finger, AICP, CFM, RLA
Interim Director, Douglas County Zoning & Codes Department
Planning Resource Coordinator

- 4) That the variance desired will not adversely affect the public health, safety, morals, order, convenience, or general welfare;
- 5) That granting the variance desired will not be opposed to the general spirit and intent of this Resolution.

ZONING 04-27-98

The Board considered approval of a private drive request from Mr. and Mrs. Lawrence M. Englebrake to serve one parcel of land. The land parcel originally consisted of 10.80 acres after a previous division in 1994. Mr. & Mrs. Englebrake and Bradford Butell purchased the property jointly with the intent to divide this 10.80 acres into two 5-acre tracts, for the purpose of building two residences. The subject property is located in the NW ¼ of Section 35, Township 14, Range 19. This tract's location for address purposes would be approximately 411 E 1250 Road, Baldwin City, Kansas. After discussion, it was moved by Commissioner Buhler, seconded by Commissioner Taul, and carried unanimously, to approve the request with the following conditions placed on the ingress and egress easement:

- 1) That an Application Review Fee for this private drive of \$100 be assessed;
- 2) Private drive approval granted solely for one residence;
- 3) Private drive easement 70' wide for ingress and egress be surveyed and recorded in the Office of Register of Deeds for one residence;
- 4) Neither Douglas County nor Willow Springs Township be responsible for maintenance of said private drive;
- 5) A copy of the recorded legal description and survey of easement of the private drive be provided to the Zoning & Codes Department and the Public Works Department.

AMBULANCE 04-27-98

The Board discussed the acceptance of an offer received from the Continental Western Insurance Company in the amount of \$56,000 to cover the loss of the ambulance that was wrecked on November 8, 1997. It was moved by Commissioner Nieder, seconded by Commissioner Buhler, and carried unanimously, to concur in the City's acceptance of this settlement offer.

BROYLES LEE A
158.8AC.

Englebrake and Butell Parcels N 411 Road

PFANNENSTIEL KEITH
1228 N 400 RD
7.67AC.

ELSTON MARK C
1216 N 400 RD
13.56AC.

ENGLEBRAKE LAWRENCE M
1236 N 411 RD
5.81AC.

BUTELL CONSTRUCTION INC
5.02AC.

NICHOLSON JAMES B CO-TRUSTEE
1230 N 400 RD
7.4AC.

TOWNSEND CHARLES L TRUSTEE
9.73AC.

GCB HOLDINGS LC
1231 N 400 RD
19.07AC.

1045

US 59

N 400 Road

N 411 Road

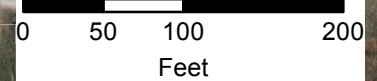
Legend

1% Annual Chance Floodplain

FLD_ZONE

- A - Non-detailed study area
- AE - detailed study area
- AH - detailed study area
- 0.2% Annual Chance Floodplain

- Local/Street
- minor arterial
- park road
- freeway
- major collector
- private
- principal arterial
- minor collector
- alley





DOUGLAS COUNTY EMERGENCY COMMUNICATIONS

111 East 11th Street, Unit 200
Lawrence, KS 66044

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

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

MEMORANDUM

To : Board of County Commissioners
From : Scott W. Ruf, Director of Emergency Communications
Date : July 29, 2013
Re : Regular Agenda item approving a long-term System Upgrade Agreement II and Maintenance Services for the county's new Astro25 radio system with Motorola Solutions.

This Agreement is necessary to keep our new radio system up to date with both hardware and software as well as provide for real time monitoring and troubleshooting of our system. In addition, our Agreement with the Kansas Department of Transportation requires Douglas County to maintain the same level of system functionality and upgrades as KDOT does for their system, this Agreement meets that requirement.

By entering into this Agreement it allows us to better budget, manage, and plan for expenses related to our technology and communications infrastructure by allowing us to adjust and modify our budget strategies accordingly during future budget processes through 2023. We will further realize a savings of 5% (approx. \$164,000) over the life of the Agreement.

This Agreement is a qualifying expense and can/will be funded annually through 911 Fee Fund revenues.

Action Required: Regular Agenda authorization for Emergency Communications Director to enter into a long-term System Upgrade and Maintenance Services Agreement with Motorola Solutions.

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.

DOUGLAS COUNTY, KANSAS

LONG-TERM SERVICES (2014-2023)



The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. SYMBOL is a trademark owned by Symbol Technologies, Inc., which is a wholly owned subsidiary of Motorola Solutions, Inc. All other trademarks are the property of their respective owners. © 2012 Motorola Solutions, Inc. All rights reserved.

TABLE OF CONTENTS

Contract Documentation	3
ASTRO®25 System Upgrade Agreement II (“SUA II”).....	3
Exhibit A.....	14
SOFTWARE LICENSE AGREEMENT	14
Exhibit B.....	20
ASTRO®25 SYSTEM UPGRADE AGREEMENT II STATEMENT OF WORK.....	20
Exhibit C	28
SERVICE STATEMENT(S) OF WORK AND SERVICE TERMS AND CONDITIONS	28
Network Monitoring, OnSite Infrastructure Response and Dispatch Service.....	28
Infrastructure Repair with Advanced Replacement.....	35
Technical Support Service.....	51
Network Preventative Maintenance	53
Security Monitoring	63
Security Update Service (SUS)	70
SERVICE TERMS AND CONDITIONS	74
Exhibit D	78
PRICING	78



CONTRACT DOCUMENTATION

ASTRO[®]25 System Upgrade Agreement II (“SUA II”) with Maintenance Services

Motorola Solutions, Inc. (“Motorola”) and Douglas County, Kansas (“Customer”) enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the Products and Services, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “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 takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Contractual Provisions Attachment
Clarifications

Exhibit A	Motorola “Software License Agreement”
Exhibit B	“ASTRO25 System Upgrade Agreement II Statement of Work” dated June 19, 2013
Exhibit C	Service Statement(s) of Work dated June 19, 2013 and “Service Terms and Conditions”
Exhibit D	“Pricing”

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1. “Confidential Information” means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party’s possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

2.2. “Contract Price” means the price for the purchased period of Services, excluding applicable sales or similar taxes and freight charges.

2.3. “Effective Date” means that date upon which the last Party executes this Agreement.

2.4. “Equipment” means the equipment provided by Motorola under this Agreement.

2.5. “Force Majeure” means an event, circumstance, or act of a third party that is beyond a Party’s reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).



- 2.6. “Infringement Claim” means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.7. “Motorola Software” means Software that Motorola or its affiliated company owns.
- 2.8. “Non-Motorola Software” means Software that another party owns.
- 2.9. “Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.10. “Products” means the Equipment and Software provided by Motorola under this Agreement.
- 2.11. “Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.12. “Services” means the services provided by Motorola under this Agreement.
- 2.13. “Software” means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the Equipment.
- 2.14. “System” means the system for which Motorola provides the Products and Services under this Agreement.
- 2.15. “Warranty Period” means one (1) year from the date of shipment of the Products.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide and install the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the purchased period of Services is completed. The Services will commence upon the expiration of the warranty period for the Motorola Radio System currently being implemented for Customer.
- 3.4. **MAINTENANCE SERVICE.** Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statements of Work set forth in Exhibit C. Those services and support are included in the Contract Price. The terms and conditions applicable to those maintenance and support services will be the Service Terms and Conditions, together with the appropriate Statements of Work set forth in Exhibit C.
- 3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.



3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with an agreed Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance. The Customer will not be issuing a Purchase Order (PO) or any other Notice to Proceed (NTP) for the entirety of this contract and the annual payments can be processed solely against this contract.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$3,104,583.00. Motorola has priced the Agreement based on the initial System configuration and Service plans. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 10% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 10%. The Midwest Region Consumer Price Index (<http://www.bls.gov/ro5/cpimid.htm>), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

5.2. **INVOICING AND PAYMENT.** The Services will commence upon the expiration of the warranty period for the Motorola Radio System currently being implemented for Customer. Motorola will submit invoices to Customer annually in advance of each year of Services. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pay all freight charges. Title and risk of loss to the Equipment will pass to Customer upon delivery to the Customer. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address: Douglas County Emergency Communications, Attn: Director, 111 East 11th Street, Unit 200, Lawrence, KS 66044



The address which is the ultimate destination where the Equipment will be delivered to Customer is: Douglas County Emergency Communications, Attn: Director, 111 East 11th Street, Unit 200, Lawrence, KS 66044

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Douglas County Emergency Communications, Attn: Director, 111 East 11th Street, Unit 200, Lawrence, KS 66044

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 WARRANTIES

8.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

8.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.





8.3. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.4. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

8.5. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the Customer for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.6. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the Products are installed.

10.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.



10.3 **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party (“Notice of Mediation”). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the Products are installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. **CONFIDENTIALITY.** All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT AND TERMINATION

11.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer’s cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

11.2. **CONVENIENCE.** Customer may terminate this Agreement (in whole or part) at any time. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for (1) the portion of the Contract Price attributable to the Products provided and Services performed, on or before the effective date of the termination; and (2) costs and expenses that Motorola incurs as a result of the termination of the Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts, restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, Customer will be liable to pay Motorola for the reasonable value of such Products, Services, costs and expenses. Notwithstanding the above, Customer shall have no right to terminate this Agreement if Motorola has given Customer a notice of default and such default has not been cured.

11.3. **UNEARNED DISCOUNTS.** If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term. Annual discounts for the Term can be found on the Pricing exhibit.

Section 12 INDEMNIFICATION

12.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

12.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

12.3. PATENT AND COPYRIGHT INFRINGEMENT.

12.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.3.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of thirty-six (36) 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, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by law; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

14.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 15 GENERAL

15.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. **ASSIGNABILITY AND SUBCONTRACTING.** 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. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a 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.

15.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.



15.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Law Department
1303 East Algonquin Road
Schaumburg, IL 60196
fax: 847-576-0721

Douglas County, Kansas
Attn: Director of Emergency Communications
111 East 11th Street, Unit 200
Lawrence, KS 66044
fax: 785-330-2801

15.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission (“FCC”) licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 8.6 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); and Section 14 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 15.

15.12. CONTRACTUAL PROVISIONS ATTACHMENT. The provisions of the Douglas County Contractual Provisions Attachment (Revised July 2013), which is attached hereto, are hereby incorporated in this Agreement and all Exhibits and made part thereof.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DOUGLAS COUNTY CONTRACTUAL PROVISIONS ATTACHMENT

Important: This Attachment contains contract provisions to attach to or incorporate of any contract entered into by Douglas County or any of its agencies, offices, or departments (unless the contract is prepared by Douglas County and the terms hereof are already included). If it is attached to a separate contract, then that contract shall be altered to contain the following provision:

"The Provisions found in Douglas County Contractual Provisions Attachment (Revised July 2013), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof:

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. As used herein, the term "Douglas County" shall refer to Douglas County and any of its agencies, offices, and departments entering into the contract.
- 2. Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the County Administrator, sufficient funds are not appropriated to continue the function performed in this contract and for the payment of the charges hereunder, Douglas County may terminate this contract at the end of its current fiscal year. Douglas County agrees to give written notice of termination to vendor/contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Douglas County will pay for all equipment delivered and services rendered through date of cancellation.
- 4. Disclaimer Of Liability:** Douglas County shall not hold harmless or indemnify any vendor/contractor beyond that liability under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
- 5. Anti-Discrimination Clause:** The vendor/contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S. C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the vendor/contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by Douglas County; (f) if it is determined that the vendor/contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by Douglas County.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a vendor/contractor who employs fewer than four employees during the term of such contract or whose contracts with Douglas County cumulatively total \$5,000 or less during the fiscal year of Douglas County.

- 6. Arbitration, Payment Due, Interest, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find Douglas County has agreed to binding arbitration. Payment from Douglas County to vendor/contractor shall not be due sooner than 30 days after the delivery of a valid invoice from vendor/contractor to Douglas County. Further, Douglas County does not agree to pay attorney fees or late payment charges beyond those available under K.S.A. 16-201.
- 7. Representative's Authority To Contract:** By signing this contract, the representative of the vendor/contractor hereby represents that such person is duly authorized by the vendor/contractor to execute this contract on behalf of the vendor/contractor and that the vendor/contractor agrees to be bound by the provisions thereof.
- 8. Responsibility For Taxes:** Douglas County shall not be responsible for, nor indemnify vendor/contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 9. Limitation on Warranty Disclaimers:** No provision in this contract or its exhibits that purports to disclaim any warranty that the equipment, software, services, and other products to be provided by the vendor/contractor will meet Douglas County's particular requirements shall apply to the extent that Douglas County's particular requirements are reflected in the contract exhibits.

CLARIFICATIONS

The following are included in the pricing for, and are eligible for upgrade under, the ASTRO25 System Upgrade Agreement II Statement of Work:

See Appendix B of the ASTRO25 System Upgrade Agreement II Statement of Work

The following are included in the pricing for, and are eligible for one software and hardware upgrade after year 5 of the Agreement:

- 1 Genesis
 - 1 - GenWatch 3 OTA
- Fire Station Alerting
 - 1 - MACH Alert Server
- Cambium point to point (software only)
 - (3) PTP800i and (2) PTP800 split mount links

The following are included in the pricing for, and are eligible for maintenance and support under, the Service Statements of Work:

- 1 Genesis
 - 1 - GenWatch 3 OTA
- Fire Station Alerting
 - 1 MACH Alert Server
 - 76 Station Controllers
- Cambium point to point
 - (3) PTP800i and (2) PTP800 split mount links

For purposes of contract Section 5.1, initial System configuration is reflected in the 8/22/12 Equipment list, as modified by change order dated December 5, 2012, for the Motorola Radio System currently being implemented for Customer.

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Douglas County, Kansas ("Licensee").

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

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.



3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable

prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.



TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

SERVICES SUMMARY

The following Summary Table identifies the Services included in the Long-Term Services proposal for Douglas County.

Douglas Lifecycle Service Products		
	Included	Not Included
Network Monitoring, OnSite Infrastructure Response and Dispatch Service	√	
Infrastructure Repair with Advanced Replacement	√	
Technical Support Service	√	
Network Preventative Maintenance	√	
Security Monitoring	√	
Security Update Services (SUS)	√	
*Generators, UPS, Towers, Tower lights		√
*Refer to the SOWs for a complete list of what components are/are not covered.		

Exhibit B**ASTRO®25 SYSTEM UPGRADE AGREEMENT II STATEMENT OF WORK****1.0 Description of Service and Obligations**

- 1.1 As major system releases become available, Motorola agrees to provide the system owner with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.
- 1.2 The parties agree that the system owner will have, at their option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 System Upgrade Agreement II, the ASTRO 25 system must be at system release 7.7 or later.
- 1.3 Motorola agrees to provide minor software upgrades, known as “patch releases”, which may include commercial Operating Software (“OS”) and application software patches and service pack updates when and if available. Currently, the parties acknowledge that Motorola’s service includes Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola agrees to provide only patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Corresponding 3rd Party software and operating system patches will be released quarterly upon successful completion of the regular test cycle or at Motorola’s discretion. Once a patch release has been validated as safe for deployment on the radio network, Motorola agrees to post it on a Motorola secure extranet site for the Customer to download and deploy.
 - 1.3.1 The parties agree that minor software upgrades, and patch release coverage, which include commercial OS and application software patches and service pack updates, will terminate should the customers system release version become more than 5 system release versions form the current shipping release version.
- 1.4 The parties agree that ASTRO 25 system release upgrades are considered “major” upgrades if they include commercial OS and application software updates as well as Motorola system release software. System releases shall be pre-tested and certified in Motorola’s Systems Integration Test lab. ASTRO 25 system releases shall improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola’s option, system releases may also include significant new feature enhancements as optional features. The SUA II does not include coverage for new optional feature software or hardware. Optional features may be offered for purchase.
- 1.5 The parties agree to the Eligible System Release Upgrade Paths available to the system owner as per the system release upgrade chart referenced and incorporated in Appendix A.
- 1.6 Motorola agrees that this Agreement entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.7 Motorola agrees that the following ASTRO 25 system release software for the following products are covered under this Agreement: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, NICE IP logging recorder, NICE replay stations (Scenario Replay and Inform Lite),, network management terminals, Network Fault Management (NFM) products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.

- 1.8 Product programming software such as Radio Service Software (“RSS”), Configuration Service Software (“CSS”), and Customer Programming Software (“CPS”) are also covered under this Agreement.
- 1.9 The parties agree that the SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. The parties further agree that new subscriber radio options and features not previously purchased are excluded from SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.10 Motorola agrees to provide hardware version updates and/or replacements necessary to upgrade the system to an eligible system release with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature & functionality of the eligible system release. The parties agree that any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included.
- 1.11 Motorola agrees that the following hardware components are eligible for full product replacement when necessary per the eligible system release upgrade and if originally provided by Motorola:
 - 1.11.1 Servers
 - 1.11.2 PC Workstations
 - 1.11.3 Routers
 - 1.11.4 LAN Switches
- 1.12 Motorola agrees that the following hardware components are eligible for board-level replacement when necessary per the eligible system release upgrade. The parties agree that “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed:
 - 1.12.1 GTR 8000 Base Stations
 - 1.12.2 GCP 8000 Site Controllers
 - 1.12.3 GCM 8000 Comparators
 - 1.12.4 MCC 7500 Console Operator Positions
 - 1.12.5 STR 3000 Base Stations
 - 1.12.6 Quantar Base Stations
 - 1.12.7 Centracom Gold Elite Console Operator Interface Electronics
 - 1.12.8 Centracom Gold Elite Central Electronics Banks
 - 1.12.9 Ambassador Electronics Banks
 - 1.12.10 Motorola Gold Elite Gateways
 - 1.12.11 ASTROTAC Comparators

- 1.12.12 PSC 9600 Site Controllers
- 1.12.13 PBX Switches for Telephone Interconnect
- 1.12.14 NFM/NFM XC/MOSCAD RTU
- 1.13 The ASTRO 25 SUA II does not cover all products. Refer to section 2.0 for exclusions and limitations.
- 1.14 Motorola agrees to provide implementation services necessary to upgrade the system to an eligible system release with an equivalent level of functionality up to once in a two-year period. The parties agree that any implementation services that are not directly required to support the system upgrade are not included. The parties further agree that implementation services necessary for system expansions and/or new features or functionality that are implemented concurrent with the system upgrade are not included.
- 1.15 As major system releases become available, Motorola Agrees to provide the following software design and technical resources necessary to complete system release upgrades up to a maximum of one system release upgrade per two-year contract period.
 - 1.15.1 Review infrastructure system audit data as needed.
 - 1.15.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 1.15.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 1.15.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 1.15.5 Program management support required to perform the system upgrade.
 - 1.15.6 Field installation labor required to perform the system upgrade.
 - 1.15.7 Upgrade operations engineering labor required to perform the system upgrade.
- 1.16 The parties agree that the ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. The parties further agree that this configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.17 The parties agree and acknowledge that the ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.18 Motorola agrees to issue the Software Maintenance Agreement (“SMA”) bulletin on an annual basis and post it in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.
- 1.19 The parties agree that all services described in this SOW are available during the Standard Business Day unless otherwise agreed to by Motorola.

1.20 Coverage Continuity:

1.20.1 The parties acknowledge and agree that the ASTRO 25 SUA II requires continuous coverage beginning within (90) days after the expiration of system warranty. Should the Customer delay purchase of an ASTRO 25 SUA II beyond (90) days from system warranty expiration or elect to discontinue the ASTRO 25 SUA II and later decide to reinstate coverage, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years in equivalent ASTRO 25 SUA II coverage.

1.21 The Customer agrees that they shall:

1.21.1 Contact Motorola upon receiving the SMA bulletin to engage the appropriate Motorola resources for a system release upgrade.

1.21.2 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

1.21.3 Provide or purchase labor to implement optional system release features or system expansions.

1.21.4 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics during the upgrade period.

1.21.5 Properly store and make available hardware and software required to perform software upgrade services needed for installation of the system release.

1.21.6 If the Servicer is required to travel beyond two (2) hours or one hundred twenty (120) miles by vehicle from the prime site to a remote site to deliver this service, the Customer is responsible for incremental travel and expenses incurred.

1.21.7 Inform system users of software upgrade plans and scheduled system downtime. Perform appropriate system backups and make them readily available during the installation of the system release.

1.21.8 Assist Motorola in the preparation of a Customer Support Plan before system acceptance and provide all information necessary to complete the Customer Support Plan.

1.21.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.0 Exclusions and Limitations

2.1. The parties agree that systems that have non-standard configurations that have not been certified by Motorola systems integration testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

2.2. The parties agree that the ASTRO 25 SUA II does not include hardware replacement for all products. Version updates may be available in some cases, but complete product replacement is not covered for all products.

- 2.3. The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:
- NICE Full Inform
 - MCC5500 Dispatch Consoles
 - MIP5000 Dispatch Consoles
 - Plant/E911 Systems
 - MOTOBRIDGE Solutions
 - ARC 4000 Systems
 - Motorola Public Sector Applications Software (“PSA”)
 - Custom SW, CAD, Records Management Software
 - Data Radio Devices
 - Mobile computing devices such as Laptops
 - Non-Motorola two-way radio subscriber products
 - Genesis Products
 - Point-to-point products such as Microwave terminals and association multiplex equipment
- 2.4. The parties further agree that the ASTRO 25 SUA II does not cover any hardware or software supplied to the system owner by any Motorola business sector other than Motorola Solutions and/or purchased directly from a third party, unless specifically included in this SOW.
- 2.5. The parties agree that the ASTRO 25 system release upgrades include limited security updates issued by Microsoft, Solaris and Red Hat certified with each individual system release.
- 2.6. The parties agree that the ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton). Anti-virus and/or security application support may be covered under a separate agreement.
- 2.7. The parties agree that upgrades for equipment add-ons or expansions during the term of the contract are not included in the coverage of this SOW unless otherwise agreed to by Motorola.

3.0 Special Provisions

- 3.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 3.2 Customer acknowledges that they may use the software (including any System Releases) only in accordance with the applicable Software License Agreement. The SUA II Statement of Work is not intended to modify or terminate an existing Software License Agreement. The SUA II or services rendered by Motorola does not alter Motorola’s software intellectual property rights.
- 3.3 Customer acknowledges that SUA II services do not include repair or replacement of hardware or software necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of software.



3.4 The parties agree that ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the SUA II program; in either case, Motorola will refund to Customer any prepaid fees for System Upgrade Agreement services applicable to the terminated period.

3.5 Motorola may suspend or terminate the ASTRO 25 SUA II if the following conditions apply:

- Customer fails to pay Motorola any fees for the ASTRO 25 SUA II when due
- Customer breaches the Software License Agreement or other applicable agreement
- Customer's rights to use the software under the Software License Agreement expire or are terminated
- Customer replaces its Motorola System with a system from another manufacturer

4.0 WARRANTIES AND DISCLAIMER

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service ("Warranty Period"). Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service. Product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the recommended remediation action the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the software. Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the software or products will be uninterrupted or error-free or that the software or the products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRETESTED ANTI-VIRUS DEFINITIONS, DATABASE SECURITY UPDATES, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.



Appendix A – ASTRO 25 Eligible System Release Upgrade Paths

Release Date	Platform Release	Available Upgrade Paths	
Oct-05	R7.0	N/A	
Jun-06	R7.1	N/A	
Dec-06	R7.2	7.7	
Mar-07	R7.1.1	N/A	
Dec-07	R7.4	7.7	
Jun-08	R7.5	7.7	
Dec-08	R7.6	7.7	
Jun-09	R7.7	7.9	7.11
Jan-10	R7.8	7.9	
Dec-10	R7.9	7.11	7.13
Aug-11	R7.11	7.13	7.14 (planned)
Mar-12	R7.12	N/A	
Nov-12	R7.13	7.14 (planned)	7.15 (planned)
Nov-13	R7.14 (planned)	7.15 (planned)	7.16 (planned)

The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release. Prices for any future product or software included herein will be separately negotiated when and if such product or software becomes available.

The most current eligible system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B - System Pricing Configuration

This configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Douglas Co. KS	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Core											
Master Site Configuration	0	0	0	0	0	0	0	0	0	0	0
Zones in Operation (Including DSR and Dark Master Sites)	0	0	0	0	0	0	0	0	0	0	0
Zone Features: IV&D, OTAR, TDMA, Telephone Interconnect, CNI, HPD, ISSI CSMS, IA, POP25, Text Messaging, Outdoor Location, ...	0	0	0	0	0	0	0	0	0	0	0
RF System											
Voice RF Sites & RF Simulcast Sites	5	5	5	5	5	5	5	5	5	5	5
Repeaters/Stations (FDMA)	33	33	33	33	33	33	33	33	33	33	33
Repeaters/Stations (TDMA)	0	0	0	0	0	0	0	0	0	0	0
HPD RF Sites	0	0	0	0	0	0	0	0	0	0	0
HPD Stations	0	0	0	0	0	0	0	0	0	0	0
Dispatch Console System											
Dispatch Sites	2	2	2	2	2	2	2	2	2	2	2
Gold Elite Operator Positions	0	0	0	0	0	0	0	0	0	0	0
MCC 7500 Operator Positions (GPIOM)	0	0	0	0	0	0	0	0	0	0	0
MCC 7500 Operator Positions (VPM)	9	9	9	9	9	9	9	9	9	9	9
Conventional Channel Gateways (CCGW)	14	14	14	14	14	14	14	14	14	14	14
Conventional Site Controllers (GCP 8000 Controller)	2	2	2	2	2	2	2	2	2	2	2
Logging System											
Number of AIS Servers	2	2	2	2	2	2	2	2	2	2	2
Number of Voice Logging Recorder	1	1	1	1	1	1	1	1	1	1	1
Number of Logging Replay Clients	4	4	4	4	4	4	4	4	4	4	4
Network Management and MOSCAD NFM											
Network Management Clients	1	1	1	1	1	1	1	1	1	1	1
MOSCAD NFM Systems	1	1	1	1	1	1	1	1	1	1	1
MOSCAD NFM RTUs	6	6	6	6	6	6	6	6	6	6	6
MOSCAD NFM Clients	1	1	1	1	1	1	1	1	1	1	1
Fire Station Alerting (FSA)											
FSA Systems	0	0	0	0	0	0	0	0	0	0	0
FSA RTUs	8	8	8	8	8	8	8	8	8	8	8
FSA Clients	0	0	0	0	0	0	0	0	0	0	0
Subscribers											
Voice Subscribers non-APX	28	28	28	28	28	28	28	28	28	28	28
Voice Subscribers APX	18	18	18	18	18	18	18	18	18	18	18
HPD Subscribers	0	0	0	0	0	0	0	0	0	0	0
Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)											
Workstations - High Performance	2	2	2	2	2	2	2	2	2	2	2
Workstations - Mid Performance	15	15	15	15	15	15	15	15	15	15	15
Servers - High Performance	1	1	1	1	1	1	1	1	1	1	1
Servers - Mid Performance	0	0	0	0	0	0	0	0	0	0	0
LAN Switch - High Performance	0	0	0	0	0	0	0	0	0	0	0
LAN Switch - Mid Performance	12	12	12	12	12	12	12	12	12	12	12
Routers	23	23	23	23	23	23	23	23	23	23	23
Training											
# of onsite, instructor-led, 3-day training sessions	0	0	0	0	0	0	0	0	0	0	0

Exhibit C

SERVICE STATEMENT(S) OF WORK AND SERVICE TERMS AND CONDITIONS

Network Monitoring, OnSite Infrastructure Response and Dispatch Service

Motorola will provide Network Monitoring, Dispatch Service and OnSite Infrastructure Response services to Customer Systems. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications System.

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

2.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event, and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, transferring the Event to Technical Support, or opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

3.0 Motorola Responsibilities

- 2.1. Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO and ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
- 2.2. If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3. If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4. Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5. Continuously receive data from Customer monitored System and Customer initiated service requests.
- 2.6. Remotely access the Customer's System to perform remote diagnosis as permitted by Customer pursuant to section 3.1
- 2.7. Create a Case, as necessary. Gather information to perform the following:
 - 2.7.1 Characterize the issue
 - 2.7.2 Determine a plan of action
 - 2.7.3 Assign and track the Case to resolution.
- 2.8. Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.7.
- 2.9. Ensure the required personnel have access to Customer information as needed.
- 2.10. Disable and enable System devices, as necessary, for Servicers.



- 2.11 Servicer will perform the following on-site:
 - 2.11.1 Run diagnostics on the Infrastructure or FRU.
 - 2.11.2 Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.11.3 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.11.4 If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.12 Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.13 Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.14 Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.15 Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.5 at the following Case levels:
 - 2.15.1 Open and closed; or
 - 2.15.2 Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
- 2.16 Provide, when requested by Customer, the following reports, as applicable:
 - 2.16.1 Case activity reports to Customer.
 - 2.16.2 Network Monitoring Service reports for Customer System(s).
 - 2.16.3 Network Activity/Availability Reports for ASTRO25, SmartZone/OmniLink, and Private Data Systems only.
- 2.17 Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
- 2.18 Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

4.0 Customer Responsibilities

- 2.1. Allow Motorola Continuous remote access to obtain System availability and performance data.
- 2.2. Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
- 2.3. Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
- 2.4. Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
- 2.5. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan., including, but not limited to:
 - 3.5.1 Case notification preferences and procedure
 - 3.5.2 Repair Verification Preference and procedure
 - 3.5.3 Database and escalation procedure forms.
 - 3.5.4 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 2.6. Provide the following information when initiating a service request:
 - 3.6.1 Assigned System ID number
 - 3.6.2 Problem description and site location
 - 3.6.3 Other pertinent information requested by Motorola to open a Case.
- 2.7. Notify the SSC when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
- 2.8. Allow Servicicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible

- 2.9. Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 2.10. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.11.2.
- 2.11. Maintain and store in an easy accessible location any and all Software needed to Restore the System.
- 2.12. Maintain and store in an easily accessible location proper System backups.
- 2.13. Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.5.
- 2.14. Provide all Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.
- 2.15. Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters
- 2.16. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC. ▪ 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.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ 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
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ 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.

On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

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

Appendix 1

Connectivity Matrix

System Type	Connectivity	Responsibility
ASTRO® 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola
MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

Monitored Elements Table

System Type	Equipment
<p>ASTRO 25 (release 7.0-and higher)</p> <p>SECURITY ELEMENTS Monitoring and managing Security Elements is dependent on Customer purchasing and Core Security Management Server as Equipment with the Customer System</p>	<p>Packet Routing Network; Zone Controllers; Database Server; FullVision Server; UEM Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; Conventional Channel Gateway (CCGW); Core, Exit, Gateway, Peripheral, Border, and Site routers, HP Switches master, prime, console (MCC7500) and repeater sites switches, GGSN; CWR</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</p> <p>Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations). The SMARTX box is a transparent box that connects the legacy equipment to ASTRO core. The SMARTX box is not part of the monitored elements.</p> <p>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED</p> <p>If Motorola Security Monitoring service is purchased - Core Security Management Server, Intrusion Detection Sensor, Firewall, Anti-virus Application, Servicer Authentication, Centralized Logging Server</p>
<p>ASTRO 25 (release 6.3 – 6.9)</p> <p>SECURITY ELEMENTS Monitoring and managing Security Elements is dependent on Customer purchasing and Core Security Management Server as Equipment with the Customer System</p>	<p>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</p> <p>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED</p> <p>If Motorola Security monitoring is purchased - Core Security Management Server, Intrusion Detection Sensor, Firewall, Anti-virus Application, Servicer Authentication, Centralized Logging Server</p>

System Type	Equipment
ASTRO 25 6.0 - 6.2	<p>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Environmental Alarms, Microwave)</p>
SmartZone 4.1	<p>Zone Controllers; Database Server; Digital Interface Unit (DIU); Central Electronic Bank (CEB) Interface; AEB;</p> <p>FullVision Server; Air Traffic Router; System Statistics Server (Multi-Zone); Zone Statistical Server; User Configuration Server; NOVA 2000 (Interconnect); Remote RF Sites (Site Controllers Including Simulcast, Stations);</p> <p>MOSCAD Overlay (Stations-Non Trunked, Comparater, TenSr Channel Banks, Environmental Alarms, Microwave)</p>
ARC 4000	<p>Zone Controller, Network Manager Servers, User Configuration Server, Zone Database Server, FullVision Server, Air Traffic Router Server, Packet Data Router & Radio Network Gateway (IV&D), Data Collection Device, Master Site Router (Core, Gateway), Master Site Switches, Individual Site Routers, Individual Site Switches</p>
Astro LE	<p>Site Controllers; Environmental Alarms; Channel Banks</p>
SMARTNET Monitored by MOSCAD SiteSentry	<p>Site Controllers; Stations; Environmental Alarms; Channel Banks. Site Sentry is a canceled product. No new customers.</p>
Private Data	<p>Wireless Network Gateway (WNG); Radio Network Controller (RNC); Base Station</p>
Harmony (HWCS)	<p>MSO, EBTS</p>
MOTObridge	<p>SIP, OMC, Gateway Units</p>

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

Infrastructure Repair with Advanced Replacement 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. 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.

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 or select third party 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. Select third party FRU may ship second day air via Federal Express Priority Overnight or UPS red as noted in the attached exhibit(s). 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 or select third party 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.

ASTRO® 25 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
Backhaul	Includes PTP (Point-to-Point Wireless) PTP 49600 and PTP 800 licensed series Excludes all other PTP technologies
Base Station(s) and Repeater(s)	Includes Quantar, MTR3000, STR3000, GTR8000, GTR8000 HPD, IntelliRepeater, Network Management (Please refer to the SOW for details) is not available on all stations. Quantar high power booster power amplifier, power supply and control board Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
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 , Telco, IMACS models 600, 800 . Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac 9600, ASTRO-tac 3000, GMC8000, Comparators.
Computer(s)/Workstations/Modems	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, PT800 tablet HP x1100, HPx2100, HP xw4000-4600, HPz400, HP VL600, HP VL800, HPz400, ML850 laptop, MW810, ML900 laptop, ML910 laptop, Compaq XW4000. Includes keyboards, mice, trackballs. Excludes all other laptop and desktop computer technologies and all 286, 386, 486 computers; 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, VPM, 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, MTC3600, GCP8000, Site Controller PSC9600, CSC7000, MTC9600, MZC3600, MZC5000 (Includes Netra240 & T5220). Excludes SSMT and SCMS controllers. CD ROM Drive, Fan Tray
Dictaphones and Recording Equipment	Excludes all types and models.
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
Firewalls	Includes Nortel Alteon ASF5105, 5106, Juniper SS520, ISSG140, SSG5, ISG1000C, ISG2000
Intrusion Detector	Includes Proventia 201 Linux IDSS, Proventia CX4002C
ISSI Gateway	Includes T5220 Sun server Solaris 10 OS
Links	Includes PTP 49600 and 800 licensed series
Logging Recorder	Excludes all technologies see SOW specifically for NICE logging recorders
Management Terminals	Includes computers (Pentium I, II, III, IV) that 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 that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Motobridge	Included
Moscad	Includes NFM (Network Fault Management), as part of communication System only, RTU, SDM Site Manager RTU. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.

ASTRO 25 Infrastructure Repair cont.	Inclusions, Exclusions, Exceptions and Notes
Network Fault Management	Includes Full Vision, Unified Event Manager Excludes NMC
Gateway	Includes PDG:CPX8216, IVD & HPD PDG on HP DL360, MOTOBRIDGE
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, GPW8000, GTR8000, GTR8000 HPD Receivers. Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Routers	Includes GGM8000, ST5500, ST5598, S2500-S6000
Servers	Includes Netra 240, Netra T5220, cPCI, HP DL360, HP ML370, HP ML110, HP ML530, HP TC2110, 2120 HP InfoVista Server. IR8000 series, LX4000 series, Intel Server TSRL-T2, TIGPR2U, Proventia 201 Linux IDSS, Proventia GX4002C, Trak9100. Network Management Server includes cPCI Chassis, Power Supply, Fan Tray, Controller Hard Drive, CD ROM Drive, Tape Drive, CPU, Client PC's, Core Security Management Server, Firewall Servers, Intrusion Detection Sensor Server. Excludes Dell Servers, Monitors, Memory Module 0182915Y02, Rear Fan RLN5352, Central Process Card 0182915Y01
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System.
Secure	Includes KMF crypto card, end to end Cryptor for IVD PDEG Cryptor
SMARTX	Includes VPM
Switch	Includes Nortel Passport PBX, Cisco Catalyst 6509, HP 5308 LAN switch, HP ProCurve Switch 2524, 2650, 2626, HP3500, HP2610, 3Com PS40, SS1100
Telco PBX	Includes Avaya Dfinity PBX, S8300, S8500, Intel Server (ACSS), TSRLT2, TIGPR2U
Terminal Servers	Includes IR8000, LX4000S, LX4000T, Paradyne
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.
Workstation	Included

SmartZone 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, MTR2000 ONLY.
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) that directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, 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(s) -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) that 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 that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (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 and MTR2000, 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.

SmartZone System Infrastructure cont.	Inclusions, Exclusions, Exceptions and Notes
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C
Zone Controller(s)	Includes console terminals. Excludes all Sun/IMP hard drives <u>except</u> TLN3495A 0820 1 GB drive as well as the following SUN/IMP CPUSSET [™] s: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.

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.

SmartNet System Infrastructure cont.	Inclusions, Exclusions, Exceptions and Notes
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks 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.

Broadband Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Access Points	Includes PMP (Canopy), Motomesh Duo, Motomesh Quattro, Meshcam, Motomesh Solo, Motomesh AP7181 intelligent access points. Excludes all other technologies
Backhaul	Includes PMP (Canopy) and PTP (Point-to-Point Wireless) PTP 49600 and 800 licensed series Excludes all other technologies
Cables, connectors and testers	Excluded
Cameras	Includes Meshcam Excludes all other technologies, fixed black & white, color, pan tilt zoom analog, pan tilt zoom IP, fixed hybrid (IP and Analog) cameras
Cluster Management Modules (CMM)	Includes PMP (Canopy). Excludes all other technologies
Digital Video Recorder	Includes Mobile Video Enforcer Excludes all other technologies
Docking Station	Includes Mobile Video Enforcer Excludes all other technologies
GPS Synch Box	Excluded
Links	Includes PTP 49600 and 800 licensed series
Mobile Internet Switching Controller(MISC)	Excluded
Modems	Includes Mobile Video Enforcer Excludes all other technologies
Monitors	Includes Mesh,MotoMesh Excludes all other technologies
Mounting Bracket	Excluded
Multiplexers	Excluded
Network Interface Card	Excludes RAD data multiplexers
Network Switches	Includes Mesh, MotoMesh, Meshcam Excludes all other technologies
Networking Enablers	Included
Personal Tracking Device	Excludes Asymmetric DSL Broadband Gateway, Asymmetric Customer Premise Equipment, Symmetric DSL Broadband Gateway, Symmetric DSL-CPE's and accessories
Power Supply	Includes MeshTrack Excludes all other technologies
Reflector Hardware Kit	Included
Server	Excluded
Software	Included HP DL360, Mobile Video Enforcer system server Excludes all other technologies
Subscriber Modules	Excluded
Surge Suppressor/LPU	Includes, PMP (Canopy) Excludes all other technologies
UPS	Excluded
Video Recording System	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 one-site services.
Wireless Router AC and DC Input	Includes Mobile Video Enforcer Excludes all other technologies

Conventional 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)	Quantar, Quantro, MTR2000, MTR3000, GTR8000 including IPCCGW. Excludes MICOR and MSF5000
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, ASTRO-tac, GMC8000.
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 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.
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 and Commandstar mother board CDN6271. Commandstar and Commandstar Lite are also excluded as a conventional system operator position but can be covered when services are purchased separately.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s) (DIU)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
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	Includes NFM (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
Printer(s)	Includes printers that directly interface with the communications System.
Receiver(s)	Includes Quantar , MTR2000, ASTRO-TAC, GPW8000 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.

Data System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
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 Recording Equipment	Excludes all technologies 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.

Cassidian Communications Infrastructure Repair w Advanced Replacement Vesta Pallas, Vesta Standard (Maars/ComCentrex), Vesta Meridian and Sentinel Patriot Systems	Inclusions, Exclusions, Exceptions and Notes
ACU (Auto Control Unit)	Includes Vesta systems only Excludes Sentinel Patriot
ARU (Alarm Reporting Unit)	Included
ALI (Automatic Location Identification) Controller	Includes Analog Station Card(s), Called ID Board(s), Conference Board(s), DTMF Tone Receiver Board(s), Digital Station Card(s), E&M Card(s), Ground Loop Start Card(s), MF Receiver Board(s), 911 Line Card(s)
ANI (Asynchronous Network Interface) Controller	Included
BCM (Business Communication Manager)	Includes Vesta Pallas only Excludes all other technologies
Cable(s)	Excluded
CIM (Console Interface Module)	Includes Sentinel Patriot Excludes all other technologies
CRU (Call Record Unit)	Included
CIU (CAD Interface Unit)	Included
Computer(s)/Workstation	Includes computers sourced by Cassidian Communications and sold by Motorola that directly interface with or control the Cassidian Communications Systems, monitor, sound card, keyboards, mice and trackballs. Excludes defective or phosphor-burned cathode ray tubes (CRT) and burned-in flat panel display image retention.
Controllers	Includes Vesta Standard Excludes all other technologies
DBU (Data Base Unit)	Includes Vesta Standard Excludes all other technologies
Digital Logging Recorders, Logging Recorders and Recording Equipment	Includes Pyxis, Cassidian Communications sourced and sold by Motorola Excludes all other technologies see SOW specifically for NICE logging recorders
Herbie	Includes Vesta systems only Excludes Sentinel Patriot
Line Boosters/Amplifier/Short haul modems	Excluded
Modified Network LAN Switch	Includes
Modem(s)	Includes ALI modem sources and sold by Motorola Excludes all other technologies
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications Systems. Excludes Non-Certified monitors, defective or phosphor-burned cathode ray tubes (CRT), flat panel monitors with burned in image retention and monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
MTU (Multi-line Trunk Unit)	Includes Vesta Pallas only Excludes All other technologies
Printer(s)	Includes Cassidian Communications sourced and sold by Motorola that directly interface with the communications System
Power Supplies, PSU (Power Supply Unit)	Includes Vesta Pallas, Vesta Standard Excludes all other technologies
RMU (Remote Maintenance Unit)	Includes Vesta Standard only Excludes all other technologies
Ring Generator(s)	Included
Routers	Included
RIS (Radio Interface Subset)	Included (note, only works with the Herbie)
Server(s) ALI	Includes Vesta servers, Sentinel Patriot Excludes all other technologies
Telephone(s)	Includes 911 and KEM administrator telephone sourced with the 911 System and sold by Motorola. Excludes Nortel (Avaya) telephone sets
TIU (Trunk Interface Unit)	Includes Vesta Standard Excludes all other technologies

Console Only Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub, Base Interface Module (BIM), Console Operator Interface Module (COIM), Operator Interface Module (OMI). Excludes all other technologies see SOW specifically for NICE logging recorders
Central Electronic Shelf (CES)	Included
Computer(s)	Includes computers that directly interface with CEB. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (CommandSTAR, CommandSTAR lite, Centracom Gold Elite MCC7500, MCC7500 w/ VPM, MCC5500, MIP5000, MC1000, MC2000, MC2500, MC3000) as part of complete communication System – Including headset jacks, dual footswitches, and gooseneck microphones and Console Interface Electronics. Excludes cables
Console Audio Box (CAB)	Included
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Junction Box	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.
Site Frequency Standard(s)	Includes Netclocks systems Excludes MFS -Rubidium Standard Network Time and Frequency devices
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.

Digital In-Car Video Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Cables, connectors and testers	Excluded
Cameras	Includes 22X Front Camera. Excludes rear cameras
Data Talker Wireless Transmitters	Excluded
Digital Video Recorder	Includes Base unit running DP-2 software
Data Storage Module	Included
LCD Monitor	Includes DP-1 & DP-2 versions only
Video Retrieval	It is the customer's responsibility to remove the video before sending the DSM into the Motorola Repair Depot for repair. Video retrieval is a separate service and is excluded from this SOW.



MOTOTRBO Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
XRC9000 Controller	Included TT2213* single site; TT2215* multi site *Next day (24 hour) delivery if request is received before 1:00 p.m. CST; Second day (48 hour) delivery if request is received after 1:00 p.m. CST
MTR3000	Includes T3000
MIP5000 MOTOTRBO Gateway	Includes L3598
XRT9000 Gateway	Includes TT2386A

Technical Support Service

1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service: (i) does not include software upgrades that may be required for issue resolution; (ii) does not include Customer training; (iii) is only available for those system types supported and approved by Technical Support Operations and (iv) limited to Infrastructure currently supported by Motorola,

Technical Support is applicable to the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone® v2.0.3 and higher, SmartZone®/OmniLink®, E911, Private Data v2.0.3 and higher, SmartNet®, Conventional Two-Way, Wireless Broadband, MOTOTRBO™ Single and Multi Site Controllers, MOTOTRBO™ Gateway and Digital In-Car Video.

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 Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
 - 2.1.1 If Infrastructure is no longer supported by Motorola, Technical Support will diagnosis the System but may not be able to resolve the issue without the Customer replacing the Infrastructure.
- 2.2 Advise caller of procedure for determining any additional requirements for issue characterization, and Restoration which includes providing a known fix for issue resolution when available.
- 2.3 Attempt remote access to System for remote diagnostics, when possible.
- 2.4 Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- 2.5 Coordinate technical resolutions with agreed upon third party Vendor(s), as needed.
- 2.6 Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 2.7 Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8 Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
- 2.9 Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

3.0 Customer has the Following Responsibilities

- 3.1. Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.
 - 3.1.1 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
- 3.3. Supply on-site presence when requested by System Support Center.
- 3.4. Validate issue resolution prior to close of the Case.
- 3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
- 3.6. Remove video from Digital In-Car Video equipment prior to contacting Motorola. If Technical Support assists the Customer in removing video, the Customer acknowledges, understands and agrees that Motorola does not guarantee or warrant that it will be able to extract any captured video or that any captured video will not be damaged, lost or corrupted.
- 3.7. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.



- 3.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power). ▪ 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.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ 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
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ 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.

Remote Technical Support Response Times Table

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day

Network Preventative Maintenance

1.0 Description of Service

Network Preventative Maintenance will provide an operational test and alignment, on the Customer's Infrastructure Equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets original manufacturer's specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference. Customer's System type determines which Exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Network Preventative Maintenance will be performed during Standard Business Days. If the System or Customer requirements dictate this service must occur outside of Standard Business Days, Motorola will provide an additional quotation. Customer is responsible for any charges associated with helicopter or other unusual access requirements or expenses.

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 Notify the Customer of any possible System downtime needed to perform this service.
- 2.2 Physically inspect the Infrastructure Equipment in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- 2.3 Remove any dust, and/or foreign substances from the Infrastructure.
- 2.4 Clean filters, if applicable.
- 2.5 Measure, record, align, adjust the Infrastructure Equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.

3.0 Customer has the Following Responsibilities

- 3.1 Provide preferred schedule for Network Preventative Maintenance to Motorola.
- 3.2 Authorize and acknowledge any scheduled System downtime.
- 3.3 Maintain periodic backup of databases, Software applications and Firmware.
- 3.4 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Preventative Maintenance services to Customer.



Conventional Network Preventative Maintenance Checklist

Conventional Infrastructure	Operational Check (where applicable)
Base Station(s), Repeater(s), Control Station(s)	Transmitter modulation,
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Audio Input & Output Levels
	Combiner & Circulator Loss
	Receiver Desense (Full Duplex Only) Check Power Supply Voltages
Consoles Positions/Remotes	Audio Input & Output Levels
	Ethernet Operation
	Controller Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU. CRT's
	CEB diagnostics
Comparators (Voting) and /or Satellite Receivers	Audio Input & Output Levels
	Receiver Sensitivity Measured/Adjusted
	Comparator power supply voltage
	Check for proper signal voting
Power UPS	Check Diagnostics/Alarms
	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power
AC to DC Power Unit (RF equipment)	Switch to Battery Power
All Equipment	Check Diagnostics/Alarms
Other Equipment	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment



Data – Network Preventative Maintenance Checklist

Data Infrastructure	Operational Check (where applicable)
Data Base Station (Quantar)	RSSI Calibration Check (-90)
	Transmit Frequency Adjustments
	Transmitter Deviation Adjustments
	Transmitter modulation Compensation
	Transmitter Power out and Adjustments
	Reflect Power Measurement
	Receiver Sensitivity Test
	Receive Antenna De-sense Test
MSF 5000 Base Stations	RSSI Calibration Check
	VCO Calibration Check (.38Micro Volt)
	Injection Filter Adjustments
	Pre-selector/Image Filter Adjustments
	Transmit Frequency Adjustments
	RF Power out Measurements
	RF Forward and Reflect Trip adjust
	Transmit Deviation Adjustments
	Receiver Sensitivity Test
	Transmitter modulation Compensation
Gemini Base Station	RSSI Calibration Check
	Transmit Frequency Adjustments
	RF Power out Measurements
	RF Forward and Reflect Trip adjust
	Transmit Deviation Adjustments
	Receiver Sensitivity Test
	Transmitter modulation Compensation
	Power Supply Voltage Check
	Power Supply Ripple Voltage Check
Radio Network Controllers	Power Supply In-take Fan
	Host connection check
	Message buffering
	RF Interface
	Base Interface
Wireless Network Gateway	Visually check system status and fault LEDs.
	Check SMIT for any module errors.
	Check each major modules
	Power Supply Voltage Check
	Visually check all cabling
	Capture all log and error reports
UDS/Paradyne Modems	Check for received line level
	Perform remote modem digital loopback test
	Check telco/microwave circuit
UPS	Check Batteries
	Switch-Over Operations
	AC/DC Voltages

SMARTNET Network Preventative Maintenance Checklist

SMARTNET Infrastructure	Operational Check (where applicable)
Repeater(s), Control Station(s)	Transmitter modulation,
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Power Supplies
	Audio Input & Output Levels
	Combiner & Circulator Loss
	Receiver Desense (Full Duplex Only)
Consoles Positions/Remotes	Check Power Supply Voltages
	Audio Input & Output Levels
	Ethernet Operation
	CEB Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU. CRT's
Central Controllers, DIGITAC Comparators	CEB Diagnostics
	Central Controller and Power Supplies
	T Bar Switched
	Simulcast Controller
	Simulcast Remote Controller
	Distribution Amp
	DIGITAC Comparator
	Receiver Multi-Couplers
	Check for receiver to Comparator audio path. Check to see if equalization is required.
	Check for proper audio to Status Tone ratio
Confirm that all Receiver RX Notch Filters are either IN or OUT	
GPS	Roll to Redundant Receive Reference Module
	Frequency Standards (check 1 PPS, 5 MPPS, composite)
	Check Power Supply Voltages
Site Equipment	Audio Network Analyzer
	Baseline Database Server
	System Manager Terminal
	Site Test/System Calibration Equipment
POWER UPS	Check Diagnostics/Alarms
	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power
AC to DC Power Unit (RF equipment)	Switch to Battery Power
All Equipment	Check Diagnostics/Alarms
Other Equipment	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment



SmartZone -Network Preventative Maintenance Checklist

SmartZone Infrastructure	Operational Check (where applicable)
Repeater(s), Control Station(s)	Transmitter modulation
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Audio Input & Output Level
	Check Low Speed Data
	Combiners & Circulator Loss
	Receiver Desense (Full Duplex Only)
	Power Supply voltages
Consoles Positions/Remotes	Audio Input & Output Level
	Ethernet Operation
	CEB Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU. CRT's
	CEB Diagnostics
Central Controllers, DIGITAC Comparators	Central Controller and Power Supplies
	T Bar Switched
	Simulcast Controller
	Simulcast Remote Controller
	Distribution Amp
	DIGITAC Comparator
	Receiver Multi-Couplers and Tower Mounted Amplifier
	Check for receiver to Comparator audio path.
	Check for proper audio to Status Tone ratio
	Confirm that all Receiver RX Notch Filters are either IN or OUT
GPS	Roll to Redundant Receive Reference Module
	Check Frequency Standards
	Check Power Supply Voltages
Site Equipment	Audio Network Analyzer
	Baseline Database Server
	System Manager Terminal
	Site Test/System Calibration Equipment
Power UPS	Check Diagnostics/Alarms
	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power
AC to DC Power Unit (RF equipment)	Switch to Battery Power
All Equipment	Check Diagnostics/Alarms
Other Equipment	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment

ASTRO® LE -Network Preventative Maintenance Checklist

Astro LE Infrastructure	Operational Check (where applicable)
CO-LOCATED/REMOTE SITE Repeater(s), Control Station(s) Site Controllers Router/Switches All Equipment	
	TX Frequency in Hz
	TX Power Output of Station (Forward/Reflected)
	TX Power Output out of Combiner (Forward/Reflected)
	TX Low Speed Deviation
	TX Test Pattern Deviation
	TX BER
	RX Tower/Rack Mounted Amplifier
	RX RF Level at 5% BER at Receiver and Through Multi-Coupler
	Receiver Desense/ Degradation do to Site Noise and TX Desense
	Wireline Audio Input & Output Levels
	Check Lights/Fan Operation
	Check/Align Frequency Standard
	Roll to Redundant Controller (pre-approved by customer)
	Test Site Trunking/Failsoft Modes (pre-approved by customer)
Multiple Control Channel Switching (pre-approved by customer)	
Check Lights/Fan Operation	
Check Diagnostics/Alarms	
Power Supply Voltages	
MASTER/PRIME SITE (RF Equipment) Master/Prime Site Controllers Router/Switches ASTRO-TAC Comparators Channel Bank	
	Check Lights/Fan Operation
	Roll to Redundant Controller (pre-approved by customer)
	Check Lights/Fan Operation
	Check for receiver to Comparator audio path
	ACTAC 9600 Comparator All sites on line? V.24 link health-link delays
Channel Bank/ transport health for all sites (diagnostics/alarms)	
Roll to Redundant Power Supply (pre-approved by customer)	
MASTER/PRIME SITE (Servers)	Site Control Manager/Site Command Server (Clients)
	Backup Databases
	Terminal Server
	Remote Access Test

Astro LE Infrastructure	Operational Check (where applicable)
GPS	Roll to Redundant Receive Reference Module (pre-approved by customer)
	Frequency Standards (check 1 PPS, 5 MPPS, composite)
	Check Power Supply Voltages
POWER UPS	Check Diagnostics/Alarms
	AC/DC Voltages/Batteries
	Switch-Over Operations
Generator	Switch to Generator Power (pre-approved by customer)
AC to DC Power Unit (RF equipment)	Switch to Battery Power (pre-approved by customer)
All Equipment	Check Diagnostics/Alarms
TRUNKING TEST (Completed at all Sites)	Talkgroup Call
	Multigroup Call
	Private Call
	Secure Call



ASTRO® 25 ARC4000, 6.x, & 7.x Network Preventative Maintenance Checklist

ASTRO® 25 ARC4000, 6.x, & 7x	Operational Check (where applicable) Reference existing site PM documents for exact measurements
CO-LOCATED/REMOTE SITE Repeater(s), Control Station(s)	TX Frequency in Hz TX Power Output of Station (Forward/Reflected) TX Power Output out of Combiner (Forward/Reflected) TX Low Speed Deviation TX Test Pattern Deviation TX BER RX Tower/Rack Mounted Amplifier RX RF Level at 5% BER at Receiver and Through Multi-Coupler Receiver Desense/ Degradation do to Site Noise and TX Desense Wireline Audio Input & Output Levels
Site Controllers	Check Lights/Fan Operation Check/Align Frequency Standard Roll to Redundant Controller (pre-approved by customer) Test Site Trunking/Failsoft Modes (pre-approved by customer) Multiple Control Channel Switching (pre-approved by customer)
Router/Switches	Check Lights/Fan Operation
All Equipment	Check Diagnostics/Alarms Power Supply Voltages
MASTER/PRIME SITE (RF Equipment) Master/Prime Site Controllers	Check Lights/Fan Operation Roll to Redundant Controller (pre-approved by customer)
Router/Switches	Check Lights/Fan Operation
ASTRO-TAC Comparators	Check for receiver to Comparator audio path ACTAC 9600 Comparator All sites on line? V.24 link health- link delays
Channel Bank	Channel Bank/ transport health for all sites (diagnostics/alarms) Roll to Redundant Power Supply (pre-approved by customer)
MASTER/PRIME SITE (Servers) Misc Equipment	Master Site Servers health (diagnostics/alarms) Complete backup of databases Roll to Redundant Zone Controller (pre-approved by customer) Remote Access Test Check all modems for proper levels & synchronization MBX/Other telco interface common equipment
GPS	Roll to Redundant Receive Reference Module (pre-approved by customer) Frequency Standards (check 1 PPS, 5 MPPS, composite) Check Power Supply Voltages
POWER UPS	Check Diagnostics/Alarms AC/DC Voltages/Batteries Switch-Over Operations
Generator	Switch to Generator Power (pre-approved by customer)



ASTRO® 25 ARC4000, 6.x, & 7x	Operational Check (where applicable) Reference existing site PM documents for exact measurements
AC to DC Power Unit (RF equipment)	Switch to Battery Power (pre-approved by customer)
All Equipment	Check Diagnostics/Alarms
CONSOLES POSITIONS/REMOTES	Audio Input & Output Level
	Ethernet Operation
	CEB/MCC Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB/MCC Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU, CRT's
TRUNKING TEST (Completed at all sites)	CEB/AEB/MCC diagnostics
	Talkgroup Test
	Multigroup Call
	Private Call
	Secure Call



E911 System Exhibit

Infrastructure Type	Operational Check (when applicable)
ANI Controller	Power supply check -DC Voltage
	Processor card battery test
	Review of advisory log
	Inspect phone, handsets, cords, touch tone pads, lights, and telephone instruments at main PSAP and remote location.
	Test operation of each 911 trunk and administrative phone line
	Check ANI cable routing and verify all connections (tighten cable/connector strain relief devices, review punch block wiring)
	Verify dial-up access
	Verify any spare circuit boards are operational
	Inspect ANI cabinets (ventilation/cooling, secure covers)
	ALI Controller
Check size of call detail records, purge if necessary	
Size of hard space remaining and advise customer. Purge if necessary.	
Test operation of all servers, terminals/clients printers, at main PSAP and remote locations	
Make test 911 calls to verify ALI information is properly displayed on all terminals/clients at main PSAP and remote locations	
Verify any spare ALI equipment or devices are operational	
If system uses local ALI or TSL, verify system properly receives Telco subscriber updates as required	
Check ALI cable routing and verify all connections (tighten cable/connector strain relief devices where necessary)	
Inspect all computer and terminal equipment (fans, vents, keyboards, CRTs, etc) .	
Verify ALI components are receiving proper ventilation/cooling	
Other	Generate test alarm and verify that Motorola NMO receives outbound alarms for Site Sentry Device (SEB)
	Verify inbound remote maintenance access of both ANI and ALI functions through all remote access devices (SEB or maintenance modems)
	Check and verify proper installation of all grounding cables and connectors.
	Verify operational status of surge suppression equipment
	Verify operational status of standby power systems (UPS equipment, AC generators)



Security Monitoring

Overview: Security Monitoring is a service offering that provides Security Monitoring to identify **malicious activity that will or might cause system interference or corruption.**

Definitions

Terms that are capitalized but not defined in this Statement of Work shall have the definition given to such terms in the Service Terms and Conditions, the Communications System Agreement or other applicable agreement. The following terms have the following meanings:

Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company, including but not limited to the antivirus definitions, operating system software patches and signature files that will be pre-tested pursuant to this Statement of Work and the procurement of the Pre-Tested Software Subscription Service.

1.0 Description of Services

ASTRO 25 Security Monitoring includes monitoring and managing the Motorola security equipment present on the Customer's System. Monitoring security equipment requires Customer to purchase a Core Security Management Server with Customer's System. Motorola will monitor Elements of a System for Events, as set forth in the Monitored Elements Table below.

When the Motorola System Support Center (SSC) detects an Event, trained technologists that are experienced with identifying and interpreting security incidents will acknowledge the Event, run remote diagnostic routines, and initiate an appropriate Response. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, attempting remote Restoral, or transferring the Event by opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on predefined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will proactively manage the security Elements present on the System as needed to mitigate the risk of vulnerability such as a virus, worm or other intrusive attack on the System. This may include periodically deploying the latest release of pretested intrusion detection sensor signature files on the network barrier (ONLY for IDS supplied to Customer by Motorola and if present on the System) as determined by Motorola. Motorola will also modify intrusion sensor settings and update firewall settings as determined by Motorola and will notify Customer of such modifications.

Motorola will provide Case Management as set forth herein. The SSC maintains contact with the onsite Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

This Case management allows Motorola to provide activity and performance reports as well as ensures timely resolution of issues.

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(s) to which it is attached and made a part thereof by this reference.

2.0 Motorola has the Following Responsibilities

- 2.1 Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO 25 System. The Connectivity Matrix set forth below further describes the Connectivity options. NOTICE: If Network Monitoring (a separate Service) is not acquired, an additional fee will be applied to the customer.
- 2.2 Provide dedicated connectivity necessary for monitoring.
- 2.3 If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4 Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5 Coordinate with Customer to maintain Motorola service authentication credentials.
- 2.6 Continuously receive service requests.



- 2.7 Perform Continuous monitoring of System Elements as set forth in the Monitored Elements Table.
- 2.8 Interpret System Events and determine appropriate Response. An appropriate Response could include the following actions: notify customer of activity, continue monitoring the Event for further development, review System log files or transfer the Event information via a Case for dispatch of a Servicer.
- 2.9 Respond in accordance to predefined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
- 2.10 Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.1.
- 2.11 Attempt remote Restoral, as appropriate. Some System functions may be disrupted as necessary to maintain System integrity until further validation of the Event occurs. This may include shutting down applications, applying security tools, resetting box, or instructing Servicer to reload applications and operating system software as necessary. This does not include a technician being physically dispatched.
- 2.12 Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.12.1 Characterize the issue
 - 2.12.2 Determine a plan of action
 - 2.12.3 Assign and track the Case to resolution.
- 2.13 Ensure the required personnel have access to Customer information as needed.
- 2.14 Disable and enable System devices, as necessary, for Servicers.
- 2.15 Servicer will perform the following on-site:
 - 2.15.1 Run diagnostics on the Infrastructure or FRU.
 - 2.15.2 Replace defective Infrastructure or FRU, as applicable to security components provided by or approved by Motorola. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.15.3 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any Security requirements necessary to perform the Maintenance service.
 - 2.15.4 If a third party Vendor is needed to restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.16 Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.6. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.17 Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.18 Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.19 Notify Customer of Case Status, as described in the Customer Support Plan at the following Case levels:
 - 2.19.1 Open and closed; or
 - 2.19.2 Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
- 2.20 Obtain intrusion detection sensor (IDS) signatures for Motorola supplied IDS, from Motorola selected commercial suppliers.
- 2.21 Address issues identified during testing to support functionality under the procedures specified in 2.22 above by working with Motorola selected commercial supplier or Motorola product development engineering team.
- 2.22 Maintain annual Customer licenses for intrusion detection sensor signatures for IDS supplied to Customer by Motorola with Motorola selected commercial supplier.
- 2.23 Provide the following reports, as applicable:
 - 2.23.1 Case activity reports to Customer.
 - 2.23.2 Network Security Monitoring Service reports for Customer System(s).
- 2.24 Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

3.0 Customer has the Following Responsibilities

- 3.1 Allow Motorola Continuous remote access to obtain System availability, performance and configuration data.
- 3.2 Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound).
- 3.3 Provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.



- 3.4 Maintain and manage any equipment outside of the System.
- 3.5 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.5.1 Provide 7/24 security contact and escalation list
 - 3.5.2 Case notification preferences and procedures
 - 3.5.3 Repair Verification preference and procedure
 - 3.5.4 Database and escalation procedure forms
 - 3.5.5 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.6 Provide the following information when initiating a service request:
 - 3.6.1 Assigned System ID number
 - 3.6.2 Problem description and site location
 - 3.6.3 Other pertinent information for Motorola to open a Case.
- 3.7 Provide all Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.
- 3.8 Notify the SSC when Customer performs any activity that impacts the System . (Activity that impacts the System may include, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the System to perform maintenance.)
- 3.9 As necessary, upgrade System to Supported System Release as specified in paragraph 2.22.
- 3.10 Allow Servicers access to Equipment (including any Connectivity or security monitoring equipment) if remote service is not possible.
- 3.11 Allow Servicers access to remove Motorola owned server upon cancellation of service as set forth in paragraph 2.2.
- 3.12 Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.15.2.
- 3.13 Maintain and store in an easily accessible location System backups and any/all Software needed to restore the System.
- 3.14 Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.6.3.
- 3.15 Comply with the terms of the applicable license agreements between Customer and the Non-Motorola Software copyright owners.
- 3.16 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.



4.0 WARRANTIES AND DISCLAIMER

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service. Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service.

During the applicable Warranty Period, Motorola warrants that the tested antivirus definitions, intrusion detection sensor signatures, and operating system security updates/patches provided if PTSS is procured or provided via ESS, do not degrade or compromise System functionality, and that after incorporation of the tested Software updates, the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.



Severity Definitions Table

Severity Level	Problem Types
Severity 1	<p>Response is provided Continuously Major System failure 33% of System down 33% of Site channels down</p> <ul style="list-style-type: none"> 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.
Severity 2	<ul style="list-style-type: none"> Response during Standard Business Day Significant System Impairment not to exceed 33% of system down System problems presently being monitored 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.
Severity 3	<ul style="list-style-type: none"> Response during Standard Business Day Intermittent system issues Information questions Upgrades/Preventative maintenance 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.

On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement)

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



Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Restoral	Off Deferral
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	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

Connectivity Matrix

Private Network Connection IP T1 (All Customers)	Public Internet Connection IP T1 (Option Available only to Customers outside of the US)
Standard solution for real-time Connectivity	Non-standard solution for real-time Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption Available	Encryption Available
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

Monitored Elements Table

(Listed by Technology)

System Type	Equipment
ASTRO 25 (release 7.x)	<p>Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; Conventional Channel Gateway (CCGW); Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>Core, Exit, Gateway, Peripheral, Border, and Site routers, HP Switches master, prime, console and repeater sites switches, GGSN; CWR</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</p> <p>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED</p>
ASTRO 25 (release 6.3 – 6.9)	<p>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</p> <p>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED.</p>
Security Elements (Monitoring and managing Security Elements is dependent on Customer purchasing Core Security Management Server as Equipment with the Customer System)	Core Security Management Server; Firewall; Intrusion Detection Sensors; Anti-virus Management application; Authentication Management application; Centralized Logging Server



Security Update Service (SUS)

1.0 Definitions

Terms that are capitalized but not defined in this Statement of Work shall have the definition given to such terms in the Service Terms and Conditions, the Communications System Agreement or other applicable agreement. The following terms have the following meanings:

- 1.1 Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company, including but not limited to the anti-virus definitions, operating system software patches and signature files that will be pre-tested pursuant to this Statement of Work.
- 1.2 System: The currently shipping Motorola ASTRO® 25 System Release and up to 5 releases prior.
- 1.3 Supported Release: Security Update Service is available on the currently shipping Motorola ASTRO® 25 System Release and up to 5 releases prior. If a customer is on a System Release outside of the N-5 release schedule, then they cannot purchase this service.

2.0 Description of Services

With Security Update Service (“Service”), Motorola pretests the updated commercial anti-virus definitions for the Microsoft Windows based boxes on a System. This Service includes Motorola obtaining Microsoft Security Updates for Windows operating system, Solaris recommended patch bundles, Red Hat Linux security patches, anti-virus definitions* and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer (OEM).

Motorola will evaluate and pre-test each update on Motorola’s ASTRO 25 test System components for operational impact. Motorola’s verification and evaluation process for anti-virus definitions will consist of applying each update to an appropriate ASTRO 25 system release that corresponds and is consistent with supported** and fielded systems.

Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each anti-virus update has to the system. Upon satisfactory completion of the assessment pertaining to anti-virus signatures, these updates will be provided on a weekly basis either automatically or through connecting to Motorola’s secured extranet connection. When anti-virus definitions classified as Category 4 (Severe, difficult to contain) and Category 5 (Very Severe, very difficult to contain) by the commercial supplier are released, Motorola will determine if a high-priority release is necessary. Operating system updates/patches will be made available to our customers electronically upon successful testing in our lab environments on a monthly basis for Microsoft patches and on a quarterly basis for all others.

NOTICE: If a customer wants antivirus and IDS updates automatically deployed onto their network, then they must purchase the Security Monitoring service. Otherwise, customers may download the updates from the secure extranet site and manually deploy them onto their network. Motorola will perform testing only on standard configurations certified by Motorola System Integration Testing (SIT) and Motorola supplied equipment/software prior to making an update available to Customers.

* - Not all systems are provided antivirus for Microsoft and UNIX platforms. To receive full antivirus support under this service offering, the customer must have a standard ASTRO 25 system that is supported and also has implemented antivirus for UNIX.

** - Supported is defined as the current system release and the last five prior. Support beyond this model requires approval from the Customer Service Manager and the Security Services Product Manager. For extended coverage, please communicate a formal request to your account manager.

The customer will be responsible for deploying Microsoft, Oracle, Sun Microsystems, UNIX, and Linux security updates from a Motorola provided secured extranet Web site. Antivirus and IDS updates will be capable of being pushed automatically to the customer ASTRO25 network only if the Security Monitoring service is purchased by the customer. If there is a recommended configuration change that is successfully tested on the ASTRO 25 test System, Motorola will provide detailed instructions for performing the configuration change.



Inclusions: Security Update Service is available on the currently shipping Motorola ASTRO 25 System Release and up to 5 releases prior. If a customer is on a System Release outside of the N-5 release schedule, then they cannot purchase this service.

Exclusions: Systems that have non-standard configurations that have not been certified by Motorola SIT are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions not purchased through Motorola. NICE Recorder, certain consoles, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. The scope of service coverage is defined by Motorola Services and is subject to change based on OEM support lifecycles. The terms and conditions of this Statement of Work 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.

3.0 Motorola has the Following Responsibilities

- 3.1 Obtain anti-virus definitions for the Microsoft Windows platform, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft Security Updates for Windows Operating system, Solaris operating system recommended patch bundles, and Red Hat Linux security patches from Motorola selected commercial suppliers.
- 3.2 Evaluate anti-virus definitions classified as Category 4 and 5 by Motorola selected commercial supplier to determine if a high-priority release is required. Motorola in its discretion will determine the urgency of the update based on the impact to the System.
- 3.3 Identify and document latest System vulnerabilities and compliance issues discovered during quarterly vulnerability scan performed in Section 3.4.
- 3.4 Investigate new vulnerabilities and compliance issues that are identified. Recommended response may include, but is not limited to, ASTRO 25 Systems, deploy security software updates; deploy operating system security updates or patches; implement configuration changes; upgrade to current ASTRO 25 System Release (actual upgrade expense not included in this service offering); or recommending a compensating control.
- 3.5 Pre-test recommended remediation when applicable and make documentation and/or software updates available to Customer electronically.
- 3.6 Provide documented response with recommended remediation when applicable for all new vulnerabilities quarterly or at Motorola's discretion to Customer electronically.
- 3.7 Test anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches by deploying them on a dedicated ASTRO 25 test System with the standard supported configurations, which include Motorola's then current approved cohabitated applications.
- 3.8 Confirm that tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality on dedicated test System within the standard supported configurations.
- 3.9 Address issues identified during testing to support functionality under the procedures specified in 3.8 above by working with Motorola selected commercial supplier or Motorola product development engineering team.
- 3.10 Release pre-tested anti-virus definitions and intrusion detection sensor signatures for Motorola supplied IDS electronically on a weekly basis upon successful completion of the weekly test cycle to be completed one week after release by commercial supplier unless an issue is detected or within 36 hours from Motorola selected commercial supplier's Category 4 & 5 certified virus definitions being available or at Motorola's discretion if determined by Motorola to be a high-priority release. Release may include the anti-virus definition file, intrusion detection sensor signatures, updated configuration files, instructions and other information deemed pertinent by Motorola.



- 3.11 Release Microsoft, Solaris and Red Hat Linux operating system security patches/updates when they are certified and available with instructions for obtaining patch/update for Customer deployment on the Customer system. Microsoft operating system security updates will be released monthly as available from Motorola selected commercial supplier upon successful completion of monthly test cycle. Solaris and Red Hat Linux operating system security patches will be released quarterly upon successful completion of quarterly test cycle or at Motorola's discretion.
- 3.12 Notify Customer when the latest release is available with instructions on where to obtain latest release.
- 3.13 Provide technical assistance if there is an issue with the installation of an update.
- 3.14 Maintain annual Customer subscriptions for anti-virus definitions and intrusion detection sensor signatures, with Motorola selected commercial supplier.

4.0 Customer has the Following Responsibilities

- 4.1 Provide means for accessing pre-tested files electronically.
- 4.2 Deploy pre-tested files on Customer System as instructed in the "Read Me" text provided.
- 4.3 Implement recommended remediation(s) on Customer System as determined necessary by Customer.
- 4.4 Upgrade System to a Supported System Release as necessary to continue Service.
- 4.5 Identify one point of contact for issues specific to Security Update Service.
- 4.6 Cooperate with Motorola and perform all acts that are reasonable and/or necessary to enable Motorola to electronically provide Security Update Service – Platinum to Customer.
- 4.7 Comply with the terms of the applicable license agreement between Customer and the Non-Motorola Software copyright owner.
- 4.8 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause Customer and Motorola unnecessary or overly burdensome remediation efforts that may result in a service fee to Customer.



5.0 WARRANTIES AND DISCLAIMER:

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service. Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service.

During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the recommended remediation action the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRE-TESTED ANTI-VIRUS DEFINITIONS, DATABASE SECURITY UPDATES, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.



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

Motorola will invoice Customer annually in advance of each year of Services. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) 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.



10.3. Customer may terminate this Agreement (in whole or part) at any time. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for (1) the portion of the Contract Price attributable to

the Services performed, on or before the effective date of the termination; and (2) costs and expenses that Motorola incurs as a result of the termination of the Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts, restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, Customer will be liable to pay Motorola for the reasonable value of such Services, costs and expenses. Notwithstanding the above, Customer shall have no right to terminate this Agreement if Motorola has given Customer a notice of default and such default has not been cured.

10.4. If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term. Annual discounts for the Term can be found on the Pricing exhibit.

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 thirty-six (36) 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. 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 OMITTED

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. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates. At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 10% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 10%. The Midwest Region Consumer Price Index (<http://www.bls.gov/ro5/cpimid.htm>), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

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.



EXHIBIT D

PRICING

Service and SUAll Costs

	Annual	Long Term	
System Maintenance POST WARRANTY 2014	\$176,488.00		
2015	\$185,312.00		
2016	\$194,578.00		
2017	\$204,307.00		
2018	\$214,522.00	\$975,207.00	5 year
2019	\$225,248.00		
2020	\$236,511.00		
2021	\$248,336.00		
2022	\$260,753.00		
2023	\$273,791.00	\$2,219,846.00	10 year
System upgrade assurance program II 2014	\$103,085.00		
2015	\$103,439.00		
2016	\$103,805.00		
2017	\$104,180.00		
2018	\$104,568.00	\$519,077.00	5 year
2019	\$104,966.00		
2020	\$105,376.00		
2021	\$105,799.00		
2022	\$106,235.00		
2023	\$106,683.00	\$1,048,136.00	10 year
5 Year Program Total:		\$1,494,284.00	
10 Year Combo Program :		\$3,267,982.00	
10 Year Combo Program Discount :	5%*	-\$163,399.00	
10 Year Combo Program TOTAL:		\$3,104,583.00	
Requirements:			
* This combo discount will be spread out across contract			
Pricing requires long-term advance commitment contract			