




June 28, 2019

To: Michael Maniscalco, Town Manager

From: Dennis Woessner, Chief of Police 

Subject: Purchase of Police Vehicle

The East Hampton Police Department was approved to purchase a new police vehicle out of the 2019/2020 approved budget. I have attached a quote from MHQ, Inc for that new police vehicle in the amount of \$34,519.40. This is for the vehicle only and the emergency lighting and other related equipment will be purchased once the vehicle is delivered, all within the approved budget for this project.

MHQ, Inc is under State Contract, 12PSX0194, for the 2020 Ford Utility Police Interceptors and I am therefore requesting this purchase be approved.



MHQ, Inc
 401 Elm Street
 Marlborough, MA 01752

Quotation

Quote Date: 6/25/2019
Sales Contact: Marc Sheehan
Contact Info: P: 860-788-6816
Email: msheehan@mhq.com

Customer: East Hampton PD
Customer Contact: Chief Woessner
Address:
Phone:
Email:

Ford Utility Interceptor 2020 CT Contract Pricing
 CT Contract 12PSX0194

Order	Code #	Description of Ford Options	Unit Price	
	K8A	2020 Ford Utility Police Interceptor Base (K8A + 99W) with 3.3L V6 DI H	\$35,409.00	
X		2020 Ford Utility Police Interceptor Base (K8A+ 99B) with 3.3L V6 DI En	\$32,090.80	\$32,090.80
		2020 Ford Utility Police Interceptor Base (K8A + 99C) with 3.0L V6 Eco	\$36,151.60	
X	Ext Colo	UM - Agate Black		Std
	Int	9W - Front Cloth, Rear Vinyl		Std
X	153	License Plate Bracket		NC
X	549	Heated Mirrors	\$56.40	\$56.40
	593	Perimter Anti Theft Alarm	\$112.80	
	942	Daytime Running Lamps	\$42.30	
	16C	1st & 2nd Row Carpet Floor	\$117.50	
	16D	Badge Delete		NC
	17A	Aux A/C	\$573.40	
X	17T	Dome Light	\$47.00	\$47.00
	18D	Global Lock/Unlock feature (Eliminates overhead liftgate switch)	\$0.00	
	18X	100 Watt Siren / Speaker	\$296.10	
	19K	H8 AGM Battery	\$103.40	
	19V	Rear Camera on Demand	\$216.20	
	21L	Front Warning Aux Light (Driver - Red, Pass - Blue) Req 60A	\$517.00	
	41H	Engine Block Heater	\$84.60	
	43D	Dark Car Feature (Chime and Interior lights)	\$23.50	
	47A	Police Engine Idle Feature	\$244.40	
	51P	Spot Lamp Prep Kit, Driver Side	\$131.60	
	51R	Driver Only LED Spot Lamp	\$371.30	
	51S	Spot Light - Dual (Driver & Pass) (LED Bulb)	\$582.80	
X	51T	Spot Light - Driver Only (Whelen LED Bulb)	\$394.80	\$394.80
	51V	Spot Light - Dual (Driver & Pass) (Whelen LED Bulb)	\$625.10	
	51W	Spot Lamp Prep Kit, Dual Side	\$263.20	
	52P	Hidden Door Lock Plunger & Rear Door Handle INOP	\$150.40	
	52P	Hidden Door Lock Plunger	\$150.40	
X	52T	Class III Trailer Tow Lighting Connection Package	\$75.20	\$75.20
	55B/54Z	BLIS - Blind Spot Monitoring (includes Heated Mirrors)	\$512.30	
X	55F	Remote Keyless Entry Key Fob	\$323.00	\$323.00
	59B	Keyed Alike - 1284X	\$47.00	
	59C	Keyed Alike - 1294X	\$47.00	
	59D	Keyed Alike - 0135X	\$47.00	
	59E	Keyed Alike - 1435X	\$47.00	
	59F	Keyed Alike - 0576X	\$47.00	
	59G	Keyed Alike - 0151X	\$47.00	
	59J	Keyed Alike - 1111X	\$47.00	
X	60A	Pre-wiring for Grille, Speaker & Siren	\$47.00	\$47.00
X	60R	Noise Suppression Bonds	\$94.00	\$94.00
	63B	Side Maker Lights (aka Mirror Beams) Req. 60A	\$272.60	
	63L	Rear Quarter Glass Side Marker Lights	\$540.50	
X	63V	Cargo Storage Vault	\$230.30	\$230.30

MHQ, Inc
 401 Elm Street
 Marlborough, MA 01752


Quotation

Quote Date: 6/25/2019
 Sales Contact: Marc Sheehan
 Contact Info: P: 860-788-6816
 Email: msheehan@mhq.com

	64E	18 in Painted Aluminum Wheels	\$446.50	
	65L	Wheel Covers (18In. Full Wheel Covers)	\$56.40	
	65U	Admin Upgrade	\$366.60	
	66A	Front Headlight Lighting Solution	\$841.30	
X	66B	Tail Lamp Lighting Solution	\$404.20	\$404.20
X	66C	Rear Lighting Solution	\$427.70	\$427.70
	67H	Ready for the road Package	\$3,379.30	
	67U	Ultimate Wiring Package	\$526.40	
	67V	Police Wire Connector Kit Front & Rear	\$173.90	
	68B	Police Perimeter Alert	\$634.50	
X	68G	Rear-Door Handles Controls Inoperable / Locks Inoperable	\$70.50	\$70.50
	76D	Deflector Plate	\$314.90	
	76P	Pre-Collision Assist with Pedestrian Detection	\$136.30	
X	76R	Reverse Sensing	\$258.50	\$258.50
	85D	Front Console Plate Delete option	\$0	
	85R	Rear Console Plate	\$42.30	
	85S	Rear Center Seat Delete	\$0.00	
	86T	Tail Lamp/Police Interceptor Housing	\$56.40	
	87P	Power Passenger Seat (6-way)	305.5	
	87R	Rear View Camera in Rear View Mirror	N/C	
	88F	2nd Row Cloth Seats	\$56.40	
	90D	Ballistic Door Panels - Drivers Front Door Only	\$1,489.90	
	90E	Ballistic Door Panels - Drivers & PaxFront Door Only	\$2,979.80	
	90F	Ballistic Door Panels (LVL IV+) – Driver Front Door Only	\$2,270.10	
	90G	Ballistic Door Panels (LVL IV+) – Driver & Pass Front Doors	\$4,540.20	
	92G	2nd & 3rd Row Solar Tint	\$112.80	
	92R	2nd Row ONLY Solor Tint	\$79.90	
	96T	Rear Spoiler Traffic Warning Lights	\$1,405.30	
	96W	Front Interior Windshield Warning Lights (Red/Blue w TD)	\$1,076.30	
		Total Per Vehicle		\$34,519.40
		Number of Vehicles	1	\$34,519.40



July 2, 2019

To: Michael Maniscalco, Town Manager
From: Dennis Woessner, Chief of Police 
Subject: Fire Department SUV Replacement

The East Hampton Fire Department was approved in the 2019/2020 budget to purchase a new vehicle for the Fire Chief. Attached to this memorandum is a quote from Gengras Ford, LLC to purchase a new 2019 Ford Expedition 4x4 SUV. The vehicle is being purchased from Gengras Ford, LLC under State Contract Award # 08PSX0174-Supplement #68 in the amount of \$38,097.20. I am therefore requesting this purchase be approved.



	Brand	Discount %	After Market Options	QTY	MSRP	Discount	Net Amount
A.	Other	15%	Labor		\$ 82.00	\$ -	\$ 82.00
B.	Other	15%	Labor		\$ 82.00	\$ -	\$ 82.00
C.	Other	15%	Labor		\$ 82.00	\$ -	\$ 82.00
D.	Other	15%	Labor		\$ 82.00	\$ -	\$ 82.00
E.	Other	15%	Labor		\$ 82.00	\$ -	\$ 82.00
F.	Other	15%	Labor		\$ 82.00	\$ -	\$ 82.00
Total net after-market Parts and Labor							
BID PRICE TOTAL (Unit prices will prevail in the event of a pricing discrepancy):							
					\$ 599.00		\$ 599.00
					estimate		\$ -
					Total Fees		\$ -
					Total Standard, Optional and Aftermarket Equip		\$ 38,097.20
					1 unit(s)		\$ 38,097.20
					Grand Total before trade in		\$ 38,097.20
Trade-in Allowance Information							
Year:	Description:	VIN:					\$ -
Miles:	Description:	VIN:					\$ -
Year:	Description:	VIN:					\$ -
Miles:	Description:	VIN:					\$ -
Total Trade In Allowance							\$ -
Grand Total all including Trade-ins							\$ 38,097.20
Name: Easthampton PD		Factory ordered vehicle(s), Final fleet order date is July 3, 2019.		QTY	EXTERIOR	INTERIOR	
FIN Code: KF790				1	OXFORD WHITE	Cloth Bucket- Ebony	
VIN:							
				Signed	Date		

All specifications are subject to verification of manufacturer's published standard and optional equipment




AGENDA
ITEM # 6c

Office of the POLICE DEPARTMENT
DENNIS WOESSNER, CHIEF OF POLICE

July 5, 2019

To: Michael Maniscalco, Town Manager

From: Dennis Woessner, Chief of Police 

Subject: Public Safety Radio System

Upgrades to the Town of East Hampton's Public Safety Radio system, to include Police, Fire, EMS and Public Works, were approved by the Town Council this year. Payment for the project will be accomplished via the issuance of bonds totaling \$800,00.00 dollars with a contingency of approximately \$40,000.00 dollars allocated to the project.

Working in conjunction with Utility Communications, Inc. and Motorola Solutions they have come up with a solution to our radio issues. We will be going to a three (3) site digital conventional voting system to enhance our radio coverage throughout town for the entire public safety radio system. This will include adding an additional tower site on Young Street.

Pricing for this project is under Connecticut State Contract A-99-001 for Motorola Solution and Connecticut State Contract 16PSX0073 and 14PSX0073 for Utility Communications.

Prior to the start of this project it is required that a Communications System and Services Agreement as well as a Motorola Software License Agreement be signed by both Motorola Solutions, Inc. and the Town of East Hampton.

I am therefore requesting that this project be approved and that you or your designee be authorized to execute the above listed agreements.





MOTOROLA

CT Proposal

MOTOROLA, INC
344 Woodland Ln.
Orange, CT 06477

DATE 7/3/19

Quotation For: Town of East Hampton
20 East High St #2
East Hampton, CT 06424
Attn: Chief Dennis Woessner

Valid thru Middletown acceptance
Prepared by: Robert Manfield

Middletown Mutual Aid Contract Offering		SHIP DATE		TERMS			
Connecticut State Contract # A-99-001		3-4 weeks ARO		NET 30			
APC	ITEM	QTY	MODEL	DESCRIPTION	LIST PRICE	CONTRACT PRICE	AMOUNT
	1	10	M37TSSPW1AN	APX8500 all band mobile radio	\$ 4,770.00	\$ 2,265.75	\$ 22,657.50
	1A	10	G67DF	Remote mount MP	\$ 297.00	\$ 141.08	\$ 1,410.75
	1B	10	GA05100AF	Add: standard warranty	\$ -	\$ -	\$ -
	1C	10	GA01606AA	ADD: no GPS/WI-FI antenna	\$ -	\$ -	\$ -
	1D	10	W22BA	Standard palm microphone APEX	\$ 72.00	\$ 34.20	\$ 342.00
	1E	10	G806BL	ASTRO digital CAJ OP APEX	\$ 515.00	\$ 244.63	\$ 2,446.25
	1F	10	G51AT	Smartzone operation APX	\$ 1,500.00	\$ 712.50	\$ 7,125.00
	1G	10	G831AD	Speaker 15 watt water resistant	\$ 60.00	\$ 28.50	\$ 285.00
	1H	10	GA05509	DEL: delete UHF band	\$ (800.00)	\$ (800.00)	\$ (8,000.00)
	1I	10	GA01517AA	No J600 adator cable needed	\$ -	\$ -	\$ -
	1J	10	G361AH	P25 trunking software	\$ 300.00	\$ 142.50	\$ 1,425.00
	1K	10	GA00580AA	TDMA operation	\$ 450.00	\$ 213.75	\$ 2,137.50
	1L	10	G843AH	Add: AES encryption APX	\$ 475.00	\$ 225.63	\$ 2,256.25
	1M	10	W969BG	Add: multiple key encryption operation	\$ 330.00	\$ 156.75	\$ 1,567.50
	1N	10	G442AJ	O5 control head	\$ 432.00	\$ 205.20	\$ 2,052.00
	1O	10	G444AH	APX control head software	\$ -	\$ -	\$ -
	1P	10	GA00512	ADD: VHF quarter wave antenna	\$ 50.00	\$ 23.75	\$ 237.50
	1Q	10	G174	ADD: 800 MHz quarter wave antenna	\$ 43.00	\$ 20.43	\$ 204.25
	1R	10	QA01648AA	Advanced system key hardware key	\$ 5.00	\$ 2.38	\$ 23.75
Notes:					SUBTOTAL \$ 36,170.25		
					TAX RATE 0.00%		
					SALES TAX n/a		
					SHIPPING* included		
					TOTAL \$ 36,170.25		

APX8500 dual band mobile radio O5 control head - remote mount (Police Department-Item 1)



MOTOROLA

CT Proposal

MOTOROLA, INC
344 Woodland Ln.
Orange, CT 06477

DATE 7/3/19

Quotation For: Town of East Hampton
20 East High St #2
East Hampton, CT 06424
Attn: Chief Dennis Woessner

Valid thru Middletown acceptance
Prepared by: Robert Manfield

Middletown Mutual Aid Contract Offering	SHIP DATE	TERMS
Connecticut State Contract # A-99-001	3-4 weeks ARO	NET 30

APC	ITEM	QTY	MODEL	DESCRIPTION	LIST PRICE	CONTRACT PRICE	AMOUNT
	5	16	H91TGD9PW7AN	APX8000 all band portable model 3.5	\$ 6,292.00	\$ 2,988.70	\$ 47,819.20
	5A	16	Q806CB	ASTRO digital CAI operation	\$ 515.00	\$ 244.63	\$ 3,914.00
	5B	16	GA05100AF	Add: standard warranty	\$ -	\$ -	\$ -
	5C	16	H869BW	ENH: multiple key encryption operation	\$ 330.00	\$ 156.75	\$ 2,508.00
	5D	16	Q629AH	ENH: AES encryption option	\$ 475.00	\$ 225.63	\$ 3,610.00
	5E	16	QA01648	Advanced system key hardware key	\$ 5.00	\$ 2.38	\$ 38.00
	5F	16	H38BS	Smartzone operation	\$ 1,500.00	\$ 712.50	\$ 11,400.00
	5G	16	Q361AN	P25 9600 baud trunking	\$ 300.00	\$ 142.50	\$ 2,280.00
	5H	16	QA00580AA	TDMA operation	\$ 450.00	\$ 213.75	\$ 3,420.00
	5I	16	GA05509	DEL: delete UHF band	\$ (800.00)	\$ (800.00)	\$ (12,800.00)
	6	17	PMLN5659	Carry case leather with swivel belt loop	\$ 66.60	\$ 31.64	\$ 537.80
	7	91	NNTN8860A	Single unit Impres 2 - 115VAC desk charger	\$ 165.00	\$ 78.38	\$ 7,132.13
	8	91	PMMN4083A	Accessory kit APX wireless remote speaker mic	\$ 125.00	\$ 59.38	\$ 5,403.13
	9	73	AY000222A01	Carry Case 3" fixed belt loop 4200 Mah battery	\$ 56.00	\$ 26.60	\$ 1,941.80
	10	73	AY000223A01	Carry accessory-strap, FD/EMS	\$ 50.00	\$ 105.00	\$ 7,665.00
	11	27	H919	Multiplexer-all band (EQ000103A01)	\$ 180.00	\$ 85.50	\$ 2,308.50
	12	2500	SVC03SVC0115D	Programming, setup, engraving and delivery	\$ 1.00	\$ 1.00	\$ 2,500.00
SUBTOTAL							\$ 89,677.55
TAX RATE							0.00%
SALES TAX							n/a
SHIPPING*							included
TOTAL							\$ 378,941.50

Notes:

APX8000 portable radio (Police Radio's - item 5, 6)

Accessory items 7 thru 12

Page 4



MOTOROLA

CT Proposal

MOTOROLA, INC
344 Woodland Ln.
Orange, CT 06477

DATE 7/3/19

Quotation For: Town of East Hampton
20 East High St #2
East Hampton, CT 06424
Attn: Chief Dennis Woessner

Valid thru Middletown acceptance
Prepared by: Robert Manfield

Middletown Mutual Aid Contract Offering		SHIP DATE		TERMS			
Connecticut State Contract # A-99-001		3-4 weeks ARO		NET 30			
APC	ITEM	QTY	MODEL	DESCRIPTION	LIST PRICE	CONTRACT PRICE	AMOUNT
	15	2	M37TSSPWIAN	APX8500 all band mobile radio	\$ 4,770.00	\$ 2,265.75	\$ 4,531.50
	15A	2	G66AW	ADD: Dash mount MP	\$ 125.00	\$ 59.38	\$ 118.75
	15B	2	GA05100AF	Add: standard warranty	\$ -	\$ -	\$ -
	15C	2	GA01606AA	ADD: no GPS/WI-FI antenna	\$ -	\$ -	\$ -
	15D	2	W22BA	Standard palm microphone APEX	\$ 72.00	\$ 34.20	\$ 68.40
	15E	2	G806BL	ASTRO digital CAI OP APEX	\$ 515.00	\$ 244.63	\$ 489.25
	15F	2	G51AT	Smartzone operation APX	\$ 1,500.00	\$ 712.50	\$ 1,425.00
	15G	2	G631AD	Speaker 15 watt water resistant	\$ 60.00	\$ 28.50	\$ 57.00
	15H	2	QA01648AA	Advanced system key hardware key	\$ 5.00	\$ 2.38	\$ 4.75
	15I	2	GA01517AA	No J600 adator cable needed	\$ -	\$ -	\$ -
	15J	2	G361AH	P25 trunking software	\$ 300.00	\$ 142.50	\$ 285.00
	15K	2	GA00580AA	TDMA operation	\$ 450.00	\$ 213.75	\$ 427.50
	15L	2	G843AH	Add: AES encryption APX	\$ 475.00	\$ 225.63	\$ 451.25
	15M	2	W969BG	Add: multiple key encryption operation	\$ 330.00	\$ 156.75	\$ 313.50
	15N	2	G442AJ	O5 control head	\$ 432.00	\$ 205.20	\$ 410.40
	15O	2	G444AH	APX control head software	\$ -	\$ -	\$ -
	15P	2	GA00512	ADD: VHF quarter wave antenna	\$ 50.00	\$ 23.75	\$ 47.50
	15Q	2	G174	ADD: 800 MHz quarter wave antenna	\$ 43.00	\$ 20.43	\$ 40.85
	15R	2	GA00507	ADD: UHF quarter wave antenna	\$ 50.00	\$ 23.75	\$ 47.50
Notes:					SUBTOTAL		\$ 8,718.15
					TAX RATE		0.00%
					SALES TAX		n/a
					SHIPPING*		included
					TOTAL		\$ 391,956.02

APX8500 Tri-band mobile radio O5 control head - dash mount (Fire/EMS Chief's radios - Item 15)



Sales Terms and Conditions:

- Payment Terms:** Payment is due within 30 days after the equipment is shipped from our factories. Individual items are billed as they are shipped.
- Purchase Order:** Purchase order must be made out to **MOTOROLA**
- Price & Terms:** All prices, terms, & conditions in this quotation are based on Motorola's Dec 5th, 2016 Middletown contract for subscribers to Mutual Aid Partners (valid until Middletown system is accepted)
- Warranty Period:** Motorola's standard warranty is one year on parts and labor, from the date of shipment date of the equipment, except if noted differently.
- Shipping:** Shipping is done via UPS, truck freight, or electronics delivery van. Delivery is FOB origin and ground shipping charges are paid by Motorola under the terms of the State Contract. Ground shipping time normally takes approximately 4 to 5 working days. If requested, priority shipping is available, however there is an additional charge for this option.
- Delivery:** All delivery times are from the date the FACTORY receives the order.
- Schedule:** Standard shipping schedule for portables and mobiles is typically 30 days after receipt of order to Motorola
- Typically orders can be expedited for quicker delivery if necessary, please let me know if you would like me to expedite this order.



920 Sherman Avenue • Hamden, Connecticut • 06514
 Phone: (203) 287-1306 (800) 443-1306 Fax: (203) 248-9167

Town of East Hampton Radio System Enhancement Proposal

Qty.	Description	Part Number	Each	Extended
4	DB Products dipole base station antenna omni VHF (88874)	DB224-A	\$ 781.20	\$ 3,124.80
3	Harger ground buss bar system 2'x15" (82480)	GBI14215TMR1/4	\$ 74.20	\$ 222.60
12	Andrew 7/8" heliax cable ground (527855)	GKFORM60-78	\$ 23.97	\$ 287.62
4	Andrew 7/8" heliax hoisting grip (527855)	19256B-C	\$ 21.50	\$ 86.02
800	Andrew 7/8" heliax cable (329307)	AVA5-50FX	\$ 5.47	\$ 4,379.20
4	Andrew 7/8" heliax fitting N female (583810)	A5NF-S	\$ 33.77	\$ 135.07
4	Andrew 7/8" heliax fitting N male (583811)	A5NM-S	\$ 33.77	\$ 135.07
80	Andrew 1/2" superflex cable jumper (430174)	FSJ4-50B	\$ 3.43	\$ 274.40
4	Andrew 1/2" superflex fitting N male (441175)	F4PNMV2-HC	\$ 26.19	\$ 104.78
4	Andrew 1/2" superflex fitting N female (434106)	F4PNF-C	\$ 30.13	\$ 120.51
4	Polyphaser lightning protector N/F (16826)	IS-B50HN-C2-ME	\$ 85.40	\$ 341.60
4	Base station grounding kit	GROUNDKIT	\$ 210.00	\$ 840.00
3	Tripplite smart 120v 2.2kVA UPS tower system	SU2200XLCD	\$ 1,465.50	\$ 4,396.50
1	DDB Unlimited 37x24x20 outdoor enclosure, stainless steel	SOD-372420	\$ 5,208.37	\$ 5,208.37
4	PTP 820S Radio 11GHz,TR500,Ch1W6,HI,11185-11485MHz	C110082B001A	\$ 3,528.00	\$ 14,112.00
4	PTP 820S Radio 11GHz,TR500,Ch1W6,Lo, 10695-10955MHz	C110082B002A	\$ 3,528.00	\$ 14,112.00
8	Cambium PTP 650 AC+DC Enhanced Power Injector	N000065L001A	\$ 383.04	\$ 3,064.32
8	Cambium PTP650 Line Cord	N00065L003A	\$ 20.16	\$ 161.28
8	Cambium PTP 820 Glands x5 Kit	N000082L014A	\$ 32.26	\$ 258.05
4	Cambium PTP 100M Clad Cable used for PTP500/600	WB3176A	\$ 352.80	\$ 1,411.20
16	Cambium PTP 820 Grounding Kit for CAT5e F/UTP 8mm cable	N000082L017	\$ 16.13	\$ 258.05
8	Cambium Gigabit Surge Protector 56V	C00000L033	\$ 35.28	\$ 282.24
8	PTP 820S Act.Key - Capacity 500M with ACM Enabled, per Tx Ch	N000082L033	\$ 1,370.88	\$ 10,967.04
8	Cambium PTP 820 GBE Connector kit	N000082L073	\$ 26.21	\$ 209.66
8	Cambium PTP 820 GROUND CABLE FOR IDU and ODU	N000082L116	\$ 16.13	\$ 129.02
4	PTP820 2' ANT SP,11GHz,RFU-C TYPE&STD UBR100 Andrew	N110082D072A	\$ 551.64	\$ 2,206.57
4	PTP820 C MIMO or Prot Management cable 1m	N000082L061A	\$ 18.14	\$ 72.58
4	PTP820 C MIMO or Prot Management odu Splitter	N000082L062A	\$ 90.72	\$ 362.88
4	PTP820 RFU-C 11GHz Coupler Kit	N110082L090A	\$ 689.67	\$ 2,758.67
4	PTP820 RFU-C 11GHz Twist Apaptor Kit	N110082L093A	\$ 112.14	\$ 448.56
110	Minitor VI 1-f Standard 2yr warranty VHF or UHF	A04RAC85A2	\$ 399.63	\$ 43,959.30
2	PTP 800 - FCC Microwave Frequency Coordination Services	WB3659	\$ 1,008.00	\$ 2,016.00
1	FCC Licensing/coordination-modifications-freq additions & sites VI	FCC COORD	\$ 3,250.00	\$ 3,250.00
11	Mobile radi removal and installation services in Police Vehicles	PDINSTALL	\$ 425.00	\$ 4,675.00
20	Mobile radio removal and install services in Fire/EMS vehicles	FD-EMSINSTALL	\$ 500.00	\$ 10,000.00
3	Installation of antenna systems VHF & PTP dishes w/alignments	RDRNNRI	\$ 6,500.00	\$ 19,500.00
1	All systems 1st Echelon warranty (PTP, installation and antennas)	WARRANTY	\$ 2,500.00	\$ 2,500.00
1	Project management work	PM1	\$ 2,500.00	\$ 2,500.00
1	Optimization of all systems and integraation	OPTSYSI	\$ 3,500.00	\$ 3,500.00
1	Programming, setup and staging equipment & programming templa	PGSTSU	\$ 2,500.00	\$ 2,500.00
1	Technical installation of systems - PD, EMS, FD & DPW & PTP	INSTALLATION	\$ 12,000.00	\$ 12,000.00

Total Project Price: \$ 176,870.95

- “Connecticut State Contract” Pricing utilized #16PSX0049/14PSX0073 where applicable. Utility Communications vendor #0000010331.
- Provide and install two fully redundant Cambium Point to Point (PTP820) 11 GHz licensed public safety grade link systems. One redundant path is from Baker site to Cobalt site and the other is from Baker site to Young site.
- Provide equipment and installation/tower work for four VHF antenna systems to integrate the new Motorola equipment, two at Baker site, one each at the Young site and Cobalt site.
- Provide licensing and coordination services for the 11 GHz PTP system and new VHF channels and modifications to existing licenses.
- Remove current mobile radio equipment and install new Motorola mobile radios into the Police, Fire and EMS vehicles.
- Convert DPW system to a three-site repeater/voting system.
- Includes the outdoor cabinet system for the Young St site.
- Includes 110 Minitor VI pagers for the Fire and EMS Departments.
- Includes one-year warranty parts & labor.
- Payment terms are 30 days.
- No prevailing wage rates have been included.
- Allow six (6) weeks delivery ARO.
- Pricing valid for 60 days.

July 3, 2019

LCC



TOWN OF EAST HAMPTON, CONNECTICUT

3-SITE DIGITAL CONVENTIONAL VOTING SYSTEM

JUNE 4, 2019

Revised June 25, 2019

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
123 Tice Blvd, Suite 202
Woodcliff Lake, NJ 07677

Telephone: +1 201.949.5500
Fax: +1 201.949.5799

June 4, 2019

Police Chief Dennis Woessner
East Hampton CT Police Department
20 E High St # 2,
East Hampton, CT 06424

RE: Radio System Upgrade

Dear Chief Woessner:

Motorola Solutions, Inc., by and through its Government and Public Safety business ("Motorola"), is pleased to have the opportunity to provide East Hampton with this proposal for mission critical communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

Our engineers have reviewed your existing radio configuration and have provided a design for a voting system upgrade based on our Astro platform. This new system will replace your older legacy equipment in order to provide the department with increased reliability and capabilities.

Motorola's proposal is based on and subject to the terms and conditions of the attached and incorporated Communications System Agreement and Software License Agreement, or in the alternative, a negotiated version thereof, which may include any provisions which are required to be included by law or which may be mutually agreed upon by the parties. Our proposal will remain valid for a period of ninety-days from the date of this letter. If you have any questions, please contact Bob Prince, Motorola Senior Account Manager, at (203) 799-1450 or Anjhony Cuzo, Motorola Manufacturers Representative, at (203) 203-619-1461.

We thank you for the opportunity to furnish East Hampton with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry. Motorola appreciates your interest in our company, products, and services.

Sincerely,

Motorola Solutions, Inc

A handwritten signature in blue ink, appearing to read "Michael Sheridan".

Michael Sheridan
Area Sales Manager, New England

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SECTION 1

SYSTEM DESCRIPTION

Motorola Solutions is pleased to provide the proposal response for 3 site digital conventional voting system operating in VHF band for the Town of East Hampton. This system is designed for two channels – a Police Department (PD) channel and Fire Department and EMS (FD and EMS) channel. This proposed system replaces the existing analog system of the town. There are two receive only sites (Young Street and Cobalt) and one Tx site (Baker Hill). The Transmit site is collocated with voting prime site. The proposed solution also consists of two (2) APX 7500 VHF consolettes, which will swap existing control stations at the PD Site. Motorola Solutions understands that the Town of East Hampton will be reusing the existing antennas at all three sites and consequently, the Motorola Solutions duplexer (at Tx Site) and multicoupler (Rx Only Sites) will serve as demarcation points.

This solution assumes Ethernet connectivity at all three sites. The following is a short summary of Motorola Solutions' offering.

Baker Hill Site (Voting Prime Site + Transmit Site)

- Prime LAN Switches and Routers.
- ◆ Two (2) GCM8000 comparators.
- ◆ Two (2) GTR8000 radios with duplexer.

Young St and Cobalt Site (Receive Only Sites)

- ◆ Two (2) GPW8000 radios with multicoupler.
- ◆ One (1) MLC8000 AGU and one (1) MLC8000 v.24 gateway unit.
- ◆ GPS TRAK unit.
- ◆ RF Site LAN Switch and Router.
- ◆ One (1) Ethernet demarcation device.

Two (2) consolettes (APX 7500; VHF) are included at the PD Site.

1.1 APX 7500 CONSOLETTTE

The Motorola Solutions APX 7500 Multi-Band Consolette is the next generation Consolette design that incorporates the APX 7500 mobile transceiver 1 to complement Motorola Solutions' APCO Phase 2 dual band product line (See Figure 1-1):



Figure 1-1: APX 7500 Consolette

The Consolette will continue to be a key device in many Motorola Solutions voice systems offering a low cost RF control station solution to customers that are within a communication system and want a wireless dispatch solution. The Consolette is also used as an emergency backup station when the infrastructure is off-line, as a low cost dispatch center for federal, state, and local agencies, and as a fire station alerting system.

All models are equipped with an internal AC-to-DC power supply and support Battery Revert operation. Additionally there is an auxiliary display with corresponding soft menus and status indications for support of a VU Meter and Clock. In addition to the above mentioned functionality, the APX 7500 Consolette supports the following functionality via its rear panel: recorder interface: connection for up to two (2) headsets, interface for connection of an external PA, connection for a second speaker, and a crosspatch interface.

Features of the APX consolette include:

- Supports Local Control, Tone Remote Control and Legacy Console Control (ACIM).
- All Programming / Keyloading external to housing.
- Numeric keypad integral to front housing.
- LCD for VU Meter, Clock.
- Interfaces for a Recorder, Crosspatch functionality, Audio PA system, accessory equipment.

1.2 CONVENTIONAL SYSTEM COMPONENTS

The system designed for the Town of East Hampton consists of the following major components:

Mixed Mode Simulcast:

- GTR 8000 Base.
- MLC 8000 Analog Gateway Unit and MLC8000 v.24 unit.
- MLC 8000 IP Analog Comparator.
- GCM 8000 IP Digital Comparator.
- GPS/Frequency Standard.

1.2.1 GTR 8000 Base Radio

The GTR 8000 base radio supports Motorola Solutions' single, multisite, and high performance data systems. It can be integrated with Motorola Solutions QUANTAR and STR3000 base stations to add channels to (non-simulcast) existing sites. The modular software design coupled with the Software Download Manager enhances the ability for future upgrades. The GTR 8000 base radio ships with a transceiver, power supply, and power amplifier. The power supply allows operation from both AC and DC power. Also, the standard battery revert and charging can eliminate the need for an Uninterruptible Power Supply in many installations. See Figure 1-2.



Figure 1-2: GTR 8000 Base Radio

One (1) GTR8000 base radio is needed per channel at each site. The standalone base radio only occupies three (3) rack units of space allowing for efficient use of expensive site space.

The GTR 8000 base radio is future proofed to handle LMR technology changes of the next 10-20 years. Software upgrades are available to refresh the station through:

- Analog 12.5kHz/25 kHz.
- P25 Phase I Trunking and Conventional (FDMA and LSM).
- High Performance Data (HPD).
- P25 Phase II Trunking TDMA.

The GTR 8000's IP interface is used to carry payload information to-from a GCM 8000 Comparator when the GTR 8000 Base Radio is deployed in a digital only voting, multicast, or simulcast topology.

The conventional GTR 8000 Base Radio also supports V.24 and 4 wire circuit interfaces to carry payload information (i.e., voice, data, and signaling) to-from the infrastructure. These interface is used when the GTR 8000 Base Radio is being used as a QUANTAR replacement in a legacy ASTRO 25 3.1 or analog conventional system or as part of Motorola Solutions' current G series infrastructure in an analog (4 wire interface) or mixed mode (4 wire and V.24 interfaces) system.

The conventional GTR 8000 Base Radio hardware consists of four major field replacement units (FRUs): the transceiver, the power amplifier, the power supply and the fan module. If the GTR 8000 is to be used in a simulcast topology, then a time reference is also needed to generate the 1 PPS signal for launch time determination. The time reference signal is obtained from an external frequency reference device such as the TRAK 9100 or 8835.

1.2.2 GCM 8000 Comparator

The GCM 8000 Comparator supports Motorola Solutions' ASTRO 25 Conventional voting and simulcast/voting operation across all frequency bands. The GCM 8000 utilizes a frame-by-frame voting method to assemble the best quality voice signal possible by creating a new signal using the best parts of each of the received signals.

- Software configurable, upgradable, and convertible hardware ensures long hardware lifespan.
- Software-only installations can enable new features.
- Remote system software upgrades and patching includes system release migration and security updates.
- Easy to service - only front access is required and modules are hot-swap capable.
- Two (2) comparator modules per chassis means comparators use less valuable rack space.
- Daisy-chainable power supplies among separate comparator chassis ensures seamless operation.
- AC/DC -48V power supplies with integrated battery revert and charging can eliminate UPS installations in many site designs.
- Chassis is three (3) RU, an 80% improvement over two former ASTRO-TAC 3000s.

1.2.3 GPW 8000 Receiver

The GPW 8000 Receiver supports Motorola Solutions' conventional voting and simulcast/voting system topologies. The receiver is used to increase in-bound signal coverage for infrastructure systems so that mobile or portable coverage can be improved without deploying a full-size transmit and receive site.



The conventional GPW 8000 Receiver is based on the same hardware platform as the Conventional GTR 8000 Base Radio. The GPW 8000 Receiver supports the 700 MHz, 800 MHz, UHF, and VHF Frequency bands and receive Compatible 4-level Frequency Modulation (C4FM) for traffic channel communications.

The GPW 8000 Receiver is supported in the same topologies, site types, and hardware configurations as the conventional GTR 8000 Base Radio and supports an both an IP infrastructure interface for ASTRO 25 7.x conventional and trunked systems, V.24 infrastructure interface for existing ASTRO 25 3.1 conventional systems and Analog 4 wire interface for existing Analog conventional systems.



1.3 SYSTEM BLOCK DIAGRAMS

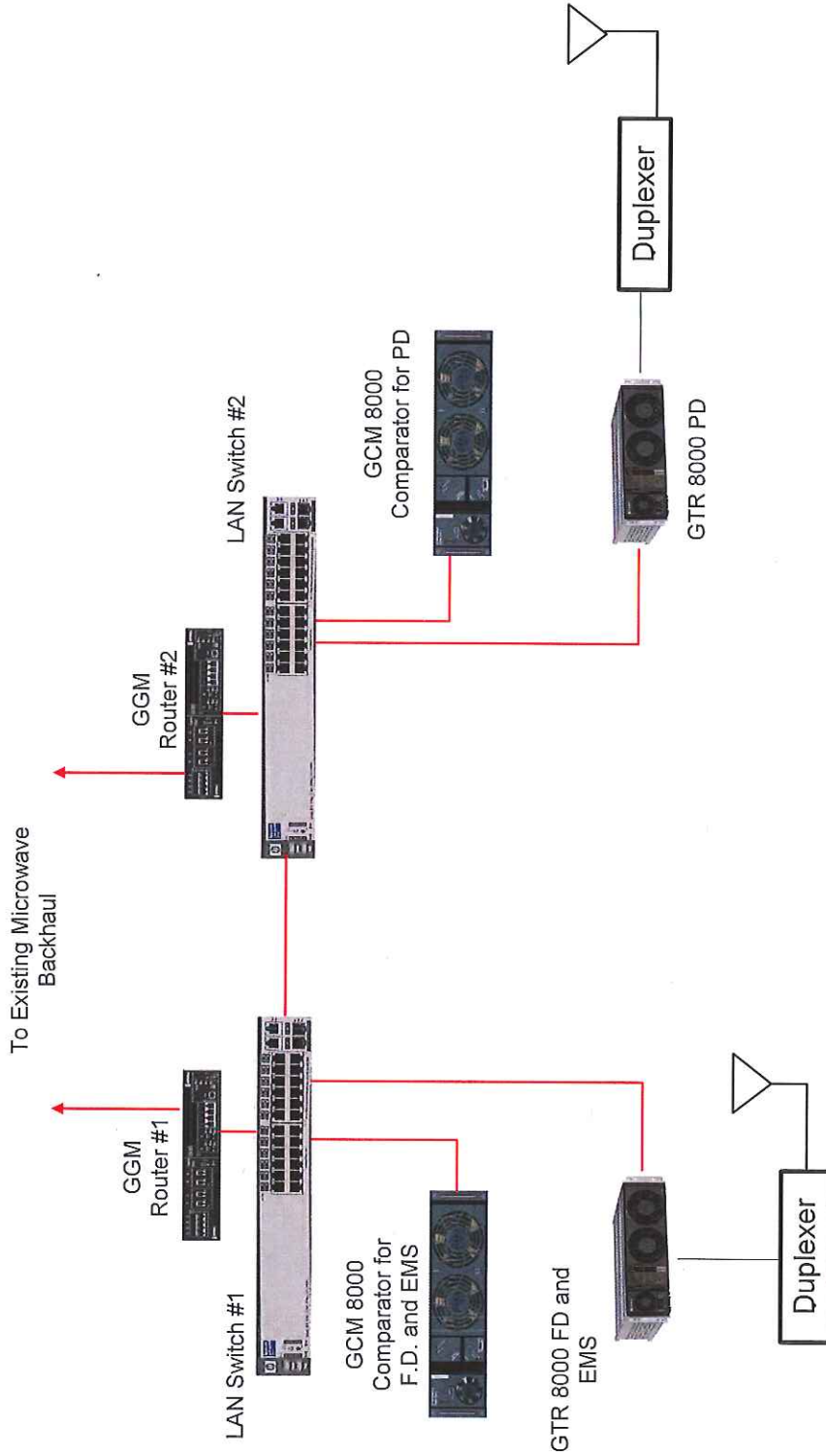
Motorola Solutions has provided system block diagrams on the following pages.

1. Prime Site and transmit site at Baker Hill.
2. Young Street receive only site.
3. Cobalt receive only site.

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Town of East Hampton

Voting Prime site and Tx site at Baker Hill



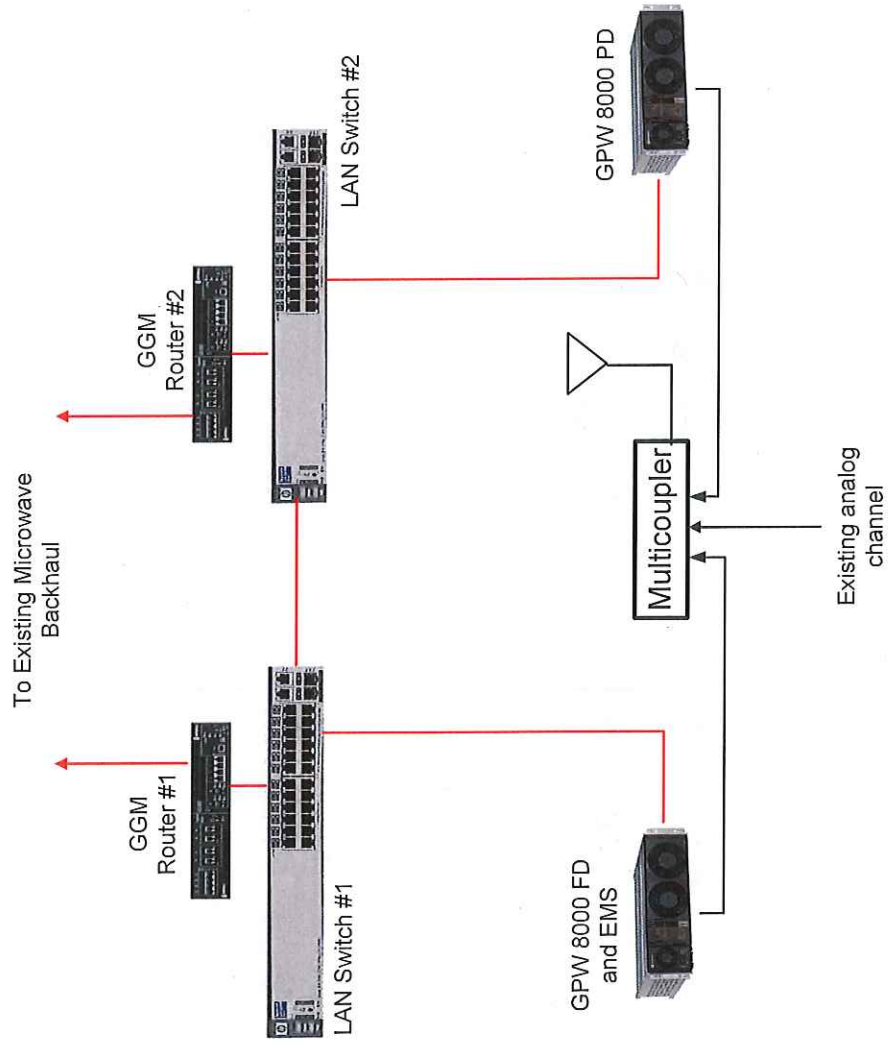
MOTOROLA SOLUTIONS			
PROJECT:	Town of East Hampton		
TITLE:	Voting Prime Site + Tx Site		
CONTRACT:	ENGINEER:	SCALE:	NONE
	Aditi K.		
	DATE:		
	April, 2019		

LEGEND
 — Ethernet

NOTE: Antennas are not included in the proposed system.

Town of East Hampton

Young St. (Receive Only Site)



LEGEND

— Ethernet

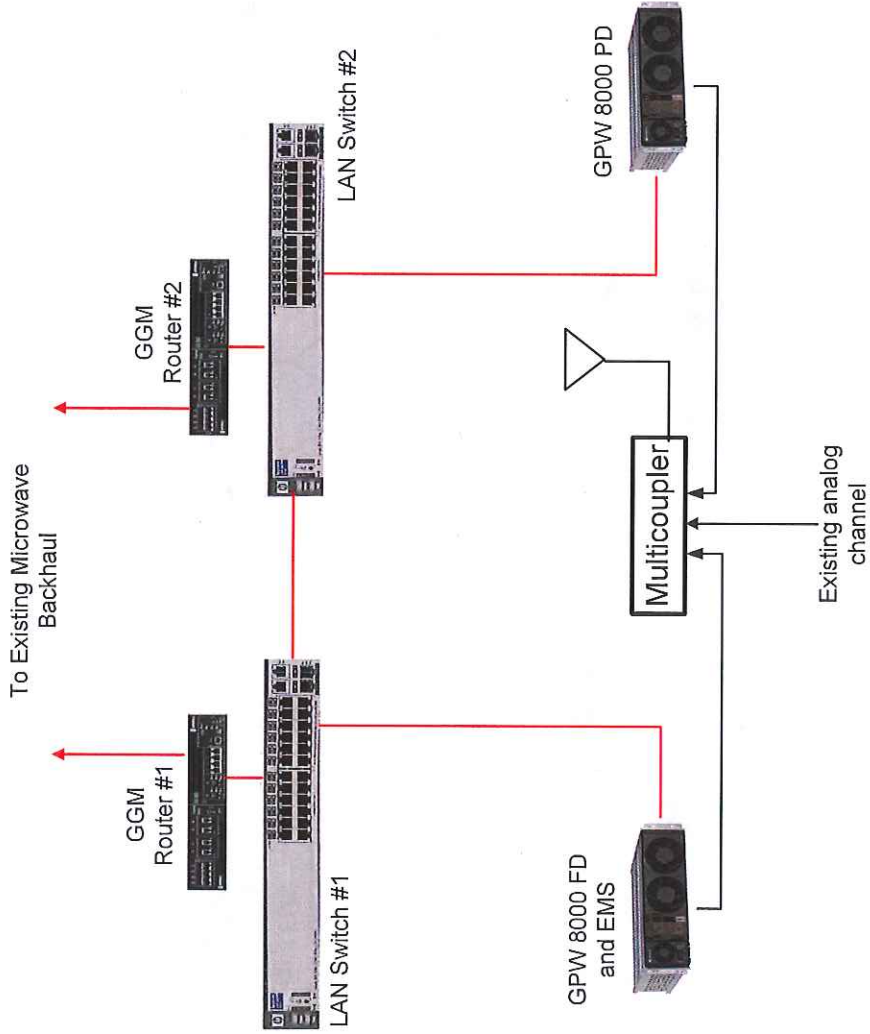


PROJECT: Town of East Hampton			
TITLE: RO Site			
CONTRACT	ENGINEER Aditi K.	SCALE	NONE
		DATE	Apr. 2019

NOTE: Antennas are not included in the proposed system.

Town of East Hampton

Cobalt (Receive Only Site)



NOTE: Antennas are not included in the proposed system.

MOTOROLA SOLUTIONS			
PROJECT:	Town of East Hampton		
TITLE:	RO Site		
CONTRACT:	ENGINEER:	SCALE:	
	Aditi K.	NONE	
	DATE:		
	Apr. 2019		

LEGEND
 — Ethernet

SECTION 2

STATEMENT OF WORK

2.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to the Town of East Hampton. The tasks described herein will be performed by Motorola Solutions, its subcontractors, and the Town of East Hampton to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola Solutions and the Town of East Hampton during the project implementation. Specifically, this SOW provides:

- A description of the responsibilities for both Motorola Solutions and the Town of East Hampton.
- The assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola Solutions has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, and any other change orders that may occur during the execution of the project.

In summary, this SOW is to upgrade existing infrastructure with the new conventional system, consoles and APX subscribers as described in the system description.

2.2 ASSUMPTIONS

Motorola Solutions has based the system design on information provided by the Town of East Hampton and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola Solutions' assumptions be deemed incorrect or not agreeable to the Town of East Hampton, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order

- 911 phone system and/or logging recorder are not included in this proposal.
- All work is to be performed during normal work hours, Monday through Friday 8am – 4pm.
- Furniture for new console is not included in this proposal.
- Any required system interconnections not specifically outlined here will be provided by the Town of East Hampton. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- Any site/location upgrades or modifications are the responsibility of the Town of East Hampton.
- Installation is assumed to be based on existing system release and any system upgrades is not quoted with this proposal.
- Coverage guarantee is included in this proposal. (Please see Section 3 Coverage Acceptance Test Plan).
 - Any interference, intermod issues and additional filtering required will be the responsibility of the Town of East Hampton.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the Town of East Hampton.



- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions provided equipment except for interference that is directly caused by the Motorola Solutions provided transmitter(s) to the Motorola Solutions provided receiver(s). Should the Town of East Hampton's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Motorola Solutions' system demarcations at the remote and prime sites are our GGM 8000 site gateways for the transport network and the RF ports on the base station or receiver stations.
- Post-Warranty maintenance services or lifecycle has not been quoted with this proposal.
- Should any of the sites or design change, a revision to the SOW and associated pricing will be required.
- Training has not been included with this proposal
- Prevailing wages are not included with this proposal.
- No patching, painting, restoration or removal of garbage from existing site.
- Work area will be free of hazardous material such as but not limited to lead, asbestos.

2.3 MOTOROLA SOLUTIONS RESPONSIBILITIES

- Conduct project kickoff meeting with East Hampton to review project design and finalize requirements.
- Perform the installation of supplied equipment described in the System Overview and summarized below:
 - Install, bolt and ground racks of the site equipment per the equipment list which includes but not limited to: Switches, routers, and stations.
 - Any new consoles or consoles upgrade is not part of this proposal.
- Schedule the implementation in agreement with the Town of East Hampton.
- Define electrical requirements for equipment to be installed in the Town of East Hampton-provided facilities.
- Define heat load for equipment to be installed in the Town of East Hampton-provided facilities.
- Connect the Town of East Hampton-supplied, previously identified AC circuits equipment to a demarcation point located within 5 feet of the console backroom equipment and dispatch floor interface, if applicable.
- Connect the appropriate equipment to the Town of East Hampton-supplied ground system in accordance with Motorola Solutions' R56 Site Installation Standards.
- Perform one time console programming, based on the existing console layout.
- Coordinate the activities of all Motorola Solutions subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide the Town of East Hampton with the appropriate system interconnect specifications.
- Optimization and testing with the Town of East Hampton to confirm operation using existing configurations.
- If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.
- Document all issues that arise during testing.
- Document the results of the acceptance tests and present to the Town of East Hampton for review.
- Resolve any punchlist items before project completion.

2.4 PRELIMINARY PROJECT SCHEDULE

Motorola Solutions' preliminary schedule indicates total project implementation to be approximately seven (7) months for the system. This preliminary schedule is included for informational purposes only and assumes that all Town of East Hampton responsibilities as defined above are completed, as required. If site improvements or site/tower approvals are needed these must be completed prior to equipment shipping to the field. After contract award, an Implementation Schedule will be developed by Motorola Solutions' Project Manager and will be submitted to the Town of East Hampton for review.

Table 2-1: Project Schedule

ITEM	PROJECT SCHEDULE	MONTH
1	Contract Signed	0
2	Contract Design Review/Site Selection	1
3	Order Entry Completed	1
4	Equipment Ships	4
5	System FNE Installed/System Optimization	5-6
6	System Functional Acceptance Testing/System Conditional Acceptance	7
7	Final System Acceptance.	7

2.5 TOWN OF EAST HAMPTON RESPONSIBILITIES

The Town of East Hampton will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola Solutions. The Town of East Hampton general responsibilities include the following:

- Assign a Project Manager as the single point of contact responsible for the Town of East Hampton-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the Town of East Hampton is responsible. Coordinate the activities of all Town of East Hampton vendors or other contractors.
- Provide Motorola Solutions with approved console and subscriber templates.
- Provide desk space, furniture and rack space (including desk furniture and Rack floor space, as needed) for the RF and console site equipment at the Town of East Hampton provided facilities and the backroom equipment.
- Responsible for the removal, transport, or disposal of any old equipment (as required).
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Approved Local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the Town of East Hampton.
- Obtain all licensing, site access, or permitting required for project implementation as required.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. Provide AC power (dedicated 20 Amp AC outlets—simplex with ground) for each major piece of equipment within 6 feet of the location of the Motorola Solutions supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).



- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola Solutions' "Standards and Guidelines for Communication Sites" (R56). Ceiling (minimum 9 feet) and cable tray heights (minimum 8 feet) in the equipment rooms in order to accommodate the equipment racks.
- Provide a grounding system to Motorola Solutions' "Standards and Guidelines for Communication Sites" (R56) and supply a single point system ground, of 5 ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola Solutions supplied equipment within the facility.
- Provide free and open access to all owned or leased sites of work. This includes but is not limited to, the following:
 - Provide escort at no charge, if escorts are required at any particular site. The availability of such escort shall not be unreasonably withheld.
 - Arrange site permission; provide keys to all the locks at sites and/or temporary identification cards should be issued to Motorola Solutions personnel if required for access to the sites.
 - Provide site access to all sites for Motorola Solutions personnel and Motorola Solutions' subcontractors for the purpose of installing and optimizing Motorola Solutions provided equipment, and for testing of the equipment and system operation.
 - Provide any required parking permits to Motorola Solutions personnel for restricted access entry and/or parking.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Program the portable radios identified in the equipment list in accordance with the programming templates, client software, and fleetmap. A "one-time only" programming is included in the project pricing.
- Deliver portable radios to authorized Town of East Hampton personnel and inventory upon receipt.
- Program the mobile radios identified in the equipment list in accordance with the programming templates, client software, and fleetmap. A "one-time only" programming is included in the project pricing.
- Provide adequate number of vehicles for installations according to the project/installation schedule.
- Complete all Town of East Hampton deliverables in accordance within the approved Project Schedule.

SECTION 3

COVERAGE ACCEPTANCE TEST PLAN

3.1 OVERVIEW

This Coverage Acceptance Test Plan (CATP) is designed to verify that the voice radio system implemented by Motorola Solutions for the Town of East Hampton meets or exceeds the required reliability as shown on Motorola Solutions' maps. The CATP defines the coverage testing method and procedure, the coverage acceptance criterion, the test documentation, and the responsibilities of both Motorola Solutions and the Town of East Hampton.

Coverage Acceptance Testing is based upon a coverage prediction that accurately represents the implemented infrastructure and parameters that are consistent with the contract agreements. To characterize system performance accurately, the actual user equipment radio series deployed for the Town of East Hampton will be used to conduct the coverage test.

On street coverage maps were modeled based upon the below parameters.

- ◆ At Baker Hill the PD system operates at 150 Watts and the Fire and EMS system operates at 50 Watts.
- ◆ Fire and EMS frequencies: 155.835 Tx, 154.815 Rx.
- ◆ PD frequencies: 155.490 Tx, 154.785 Rx.

To accommodate the above Motorola Solutions has included the SPD-2454 duplexing system which contains the duplexer for Baker Hill, an isolator, and special Tx and Rx filters.

Our IM study on these frequencies indicates that if these two systems operate at the same time, there is a possibility that a 5th Order Indirect Hit may occur.

Subsequent sections define the coverage acceptance test configuration(s) and test criteria.

3.2 CATP DEFINITIONS

Several definitions are needed to accurately describe the coverage acceptance test method and criteria. Where cited, these terms or methods are defined in TIA TSB-88.1-D or TSB-88.3-D.

(Wireless Communications Systems --- Performance in Noise- and Interference-Limited Situations --- Part 1: Recommended Methods for Technology Independent Performance Modeling Technical Service Bulletin TSB-88.1-D, Telecommunications Industry Association (TIA), Arlington VA, 2012.

1 Wireless Communications Systems --- Performance in Noise- and Interference-Limited Situations -- - Part 3: Recommended Methods for Technology Independent Performance Verification, Technical Service Bulletin TSB-88.3-D, Telecommunications Industry Association (TIA), Arlington VA, 2013)



3.2.1 Defined Test Area

The defined test area is the geographical area in which communications will be provided that meet or exceed the specified Channel Performance Criterion (CPC) at the specified reliability for the specified equipment configuration(s). The defined test area(s) are listed in Table 3-2 and Table 3-3 Coverage Acceptance Test Summary, along with names of the corresponding Motorola Solutions map(s) which show the defined test areas.

For some defined test areas (identified in Coverage Acceptance Test Summary table), the coverage reliability commitment is only on-roads. The roads included in the on-road commitment are defined by the US Census Bureau TIGER streets that are accessible by 2-wheel drive vehicles.

For coverage testing, each defined test area will be divided into a grid pattern by Motorola Solutions to produce at least the number of uniformly sized test locations (or tiles) required by the Estimate of Proportions formula. [TSB-88.3-D, §5.2.1, equation 2] The minimum number of test tiles required varies, from a hundred to many thousands, depending on the size of the defined test area, desired confidence in results, type of coverage test, and the predicted versus required reliability.

3.2.2 Channel Performance Criterion (CPC)

The CPC is the specified minimum design performance level in a faded channel. [TSB-88.1-D, §5.2] For this system, the CPC is the Delivered Audio Quality (DAQ) as stated in Coverage Acceptance Test Summary table. The DAQ definitions are provided in Table 3-1 [TSB-88.1-D, §5.4.2, Table 3].

Table 3-1: DAQ Definitions

DAQ	Subjective Performance Description
1	Unusable, speech present but unreadable.
2	Understandable with considerable effort. Frequent repetition due to noise/distortion.
3	Speech understandable with slight effort. Occasional repetition required due to noise/distortion.
3.4	Speech understandable with repetition only rarely required. Some noise/distortion.
4	Speech easily understood. Occasional noise/distortion.
4.5	Speech easily understood. Infrequent noise/distortion.
5	Speech easily understood.

The CPC pass/fail criterion is the faded performance threshold, plus any adjustments for antenna performance, external noise, and in-building or in-vehicle losses. [TSB-88.1-D, §5.4.2, Figure 5] The faded performance threshold for the specified CPC is determined using the receiver's static reference sensitivity adjusted by the projected CPC parameters for the applicable Modulation Type and DAQ as listed in the current version of TSB-88.1, Annex A, Table A-1. For coverage testing of digital voice radio systems, the faded performance threshold is the applicable Bit Error Rate (BER) from the projected CPC parameters.

3.2.3 Reliability

The Covered Area reliability is the percentage of locations within the defined test area that are predicted to meet or exceed the specified CPC. The Motorola Solutions map(s) indicate the Covered Area(s) within which this system is predicted to provide at least the reliability of meeting or exceeding the CPC as stated in Coverage Acceptance Test Summary table.

For the defined test area(s) guaranteed for Covered Area reliability, only the painted covered area on Motorola Solutions' maps will be tested for coverage acceptance. No acceptance testing will be performed in locations predicted on Motorola Solutions' maps to be below the required Covered Area reliability.

After all accessible tiles in the defined test area have been tested, the Covered Area reliability will be determined by dividing the number of tiles tested that meet or exceed the CPC pass/fail criterion by the total number of tiles tested. [TSB-88.3-D, §5.1, equation 1]

3.2.4 Direction(s) of Test

The direction(s) of test in Coverage Acceptance Test Summary table defines the direction(s) which will be tested for coverage acceptance. Outbound (also called forward link, downlink, or talk-out) is the path from the fixed equipment outward to the mobile or portable radios. Inbound (also called reverse link, uplink, or talk-in) is the path from the mobile or portable radios inward to the fixed equipment. Outbound and Inbound independently means each direction will be evaluated as a separate independent test.

3.2.5 Equipment Configurations

This section defines the equipment configurations and infrastructure design parameters upon which the coverage guarantee and the coverage acceptance test are based. The equipment configurations are defined in Table 3-2 and Table 3-3 Coverage Acceptance Test Summary, and include user equipment, outdoor/in-building definition, defined test area, number of test tiles, reliability, CPC, CPC pass/fail, and direction(s) of test. The infrastructure design parameters are defined in Table 3-4 and Table 3-5 Infrastructure Design Parameters, and include site names, site locations, and antenna system parameters. These parameters assume that the existing antenna system is operating up to specifications and that the multicoupler and filtering parameters assumed for the coverage analysis are consistent with the currently installed equipment. If the implemented system equipment configuration and/or infrastructure design parameters vary from these configurations and/or parameters, a revised coverage map will be used to define the test configuration and potential areas from which test tiles will be included in the revised coverage acceptance test.

Coverage testing will be conducted with equipment installed per the configurations in Table 3-2 and Table 3-3 Coverage Acceptance Test Summary, and with the mobile antennas in unobstructed locations that are not adjacent to other large objects or metallic items, which would distort the antenna patterns.



Table 3-2: East Hampton Coverage Acceptance Test Summary for PD

User Equipment	Outdoor / In-Building	Defined Test Area & Map Name	Number of Test Tiles	Reliability	CPC	CPC Pass/Fail	Direction(s) of Test
VHF Phase 1 FDMA							
APX Portable with heliflex antenna in swivel case with remote speaker microphone for transmit and in swivel case with remote speaker microphone for receive.	Outdoor	[Covered Area Map AA] (On-Roads Only)	455 Accessible Tiles (0.25 mi tiles)	95%	DAQ -3.0	2.6% BER Outbound	Outbound
APX Portable with heliflex antenna in swivel case with remote speaker microphone for transmit and in swivel case with remote speaker microphone for receive.	Outdoor	[Covered Area Map AA] (On-Roads Only)	448 Accessible Tiles (0.25 mi tiles)	95%	DAQ -3.0	2.6% BER Inbound	Inbound

Table 3-3: East Hampton Coverage Acceptance Test Summary for Fire and EMS

User Equipment	Outdoor / In-Building	Defined Test Area & Map Name	Number of Test Tiles	Reliability	CPC	CPC Pass/Fail	Direction(s) of Test
VHF Phase 1 FDMA							
APX Portable with heliflex antenna in swivel case with remote speaker microphone for transmit and in swivel case with remote speaker microphone for receive.	Outdoor	[Covered Area Map AA] (On-Roads Only)	451 Accessible Tiles (0.25 mi tiles)	95%	DAQ -3.0	2.6% BER Outbound	Outbound Only
APX Portable with heliflex antenna in swivel case with remote speaker microphone for transmit and in swivel case with remote speaker microphone for receive.	Outdoor	[Covered Area Map AA] (On-Roads Only)	448 Accessible Tiles (0.25 mi tiles)	95%	DAQ -3.0	2.6% BER Inbound	Inbound Only

Table 3-4: East Hampton Infrastructure Design Parameters for PD

Site Name	Latitude	Longitude	Transmit Antenna System		Receive Antenna System		EIRP	EFS
			Mount Height	Antenna Model	Mount Height	Antenna Model		
Tx/Rx Site								
Baker Hill EMS and Fire	41° 35' 14.2" N	72° 29' 19.34" W	120 ft.	*RDEAnt\Decibel\b_224.ana	120 ft.	*RDEAnt\Decibel\b_224.ana	50.87dBm	-109.25 dBm
Rx Only Sites								
Cobalt EMS and Fire	41° 33' 52.95" N	72° 32' 34.6" W			120 ft.	*RDEAnt\Decibel\B_222AA.ana		-108.29 dBm
Young St EMS and Fire	41° 32' 38.1" N	72° 30' 22.6" W			100 ft.	*RDEAnt\Decibel\B_222AA.ana		-108.3 dBm

Table 3-5: East Hampton Infrastructure Design Parameters for Fire And EMS

Site Name	Latitude	Longitude	Transmit Antenna System		Receive Antenna System		EIRP	EFS
			Mount Height	Antenna Model	Mount Height	Antenna Model		
Tx/Rx Site								
Baker Hill EMS and Fire	41° 35' 14.2" N	72° 29' 19.34" W	120 ft.	*RDEAnt\Decibel\b_224.ana	120 ft.	*RDEAnt\Decibel\b_224.ana	46.99 dBm	- 109.25 dBm
Rx Only Sites								
Cobalt EMS and Fire	41° 33' 52.95" N	72° 32' 34.6" W			120 ft.	*RDEAnt\Decibel\B_222AA.ana		- 108.29 dBm
Young St EMS and Fire	41° 32' 38.1" N	72° 30' 22.6" W			100 ft.	*RDEAnt\Decibel\B_222AA.ana		- 108.30 dBm

Use or disclosure of this proposal is subject to the restrictions on the cover page.

3.2.6 Outdoor Only Coverage

Motorola Solutions' portable coverage prediction is for outdoor locations only. Portable coverage inside buildings and vehicles is not a design requirement of this system and is, therefore, not guaranteed.

3.2.7 CPC Pass/Fail Criterion for a Test Tile

For each equipment configuration, the CPC pass/fail criterion for a test tile is stated in Coverage Acceptance Test Summary table. Each equipment configuration will have only one CPC pass/fail criterion for a test tile.

To measure BER, the coverage test will be performed with the appropriate attenuator value installed in the test radio antenna line, to establish an equivalent signal level performance for each equipment configuration.

Coverage for the portable outdoor equipment configurations will be verified for acceptance by attenuation of the test radio for BER tests. The attenuation will be the difference between the test radio's antenna system and the additional loss used in Motorola Solutions' coverage prediction to account for portable antenna performance.

This provides a method of verifying that the radio system provides the required BER for the specified CPC for each of the defined equipment configurations. The methodology to determine the attenuator value is demonstrated in TSB-88.1-D §5.4.2, Figure 5. The attenuator value includes the proper values for the equipment configuration requirement plus adjustments for the test equipment setup. Should the test equipment setup losses (e.g., cable length) vary, an adjustment to the attenuator value may be required to represent the required equipment configuration accurately. The attenuator values will be discussed at the time of CDR.

3.2.8 Required Number of Test Tiles in the Defined Test Area

The method used to test coverage is a statistical sampling of the defined test area to verify that the CPC is met or exceeded at the required reliability for each of the defined equipment configurations. It is impossible to verify every point within a defined test area, because there are infinite points; therefore, coverage reliability will be verified by sampling a statistically significant number of randomly selected locations, quasi-uniformly distributed throughout the defined test area. There is one test sample per test tile, where a sample consists of multiple sub-samples.

Coverage acceptance testing will be performed in the defined test area as indicated on Motorola Solutions-provided maps. To verify that the reliability requirement is met, the defined test area indicated on Motorola Solutions' maps will be divided into uniformly sized test tiles, with at least the number of test tiles indicated in Table 3-2 and Table 3-3 Coverage Acceptance Test Summary. The number of test tiles indicated in Table 3-2 and Table 3-3 is at least the minimum required by the Estimate of Proportions formula as stated in Section 3.2.1 (Defined Test Area) of this document.

Per TSB-88.3-D, the stated minimum outdoor tile size is 100 by 100 wavelengths; however, the minimum practical test tile size is typically about 400 by 400 meters (about 0.25 by 0.25 miles). The minimum practical tile size for any system is determined by the distance traveled at the speed of the test vehicle while sampling, GPS error margin, and availability of road access within very small test tiles. A related consideration is the time, resources, and cost involved in testing very large numbers of very small tiles. For a given defined test area, all test tiles must be of equal size. The maximum test



tile size is 2 by 2 km (1.24 by 1.24 miles) [TSB-88.3-D, §5.5.1]. In some wide-area systems, this constraint on maximum tile size may dictate a greater number of test tiles than the minimum number required by the Estimate of Proportions formula.

No acceptance testing will be performed in locations outside the defined test area as indicated on the Motorola Solutions-provided maps. Motorola Solutions and East Hampton may agree to perform “information only” tests in locations outside the defined test area; however, these “information only” test results will not be used for coverage acceptance. Any “information only” test locations must be defined before starting the test. If the added locations require significant additional time and resources to test, a change order will be required and Motorola Solutions may charge East Hampton on a time-and-materials basis.

3.2.9 Accessibility to Test Tiles

Prior to testing, Motorola Solutions and the Town of East Hampton will plan the route for the test vehicle(s) through the defined test area, to ensure that at least the minimum required number of tiles is tested. While planning the route (if possible) or during the test, Motorola Solutions and the Town of East Hampton will identify any test tiles that are inaccessible for the coverage test (due to lack of roads, restricted land, etc.). Inaccessible tiles will be eliminated from the acceptance test calculation. [TSB-88.3-D, §5.5.4]

If elimination of inaccessible test tiles results in less than a statistically significant number of test tiles or substantially alters the defined test area, Motorola Solutions reserves the right to adjust the committed reliability based on the reduced number of accessible test tiles within the altered test area and the Estimate of Proportions formula. [TSB-88.3-D, §5.2.1, equation 2]

3.2.10 Random Selection of a Test Location in Each Tile

This CATP provides an objective method of randomly selecting and tracking test locations using Motorola Solutions’ VoyagerSM coverage testing tool. The method has direct correlation with Motorola Solutions’ coverage prediction methodology.

Using Voyager, the actual test location within each test tile will be randomly selected by the test vehicle crossing into the tile at an arbitrary point, with an arbitrary speed and direction. If the selected test location is in a shielded area such as a tunnel or underground parking garage, the data from that test location must be eliminated and a replacement test location must be used.

3.2.11 CPC Measurements in Each Tile

For Outbound and Inbound BER testing, complementary timing profiles will be used by Voyager and the Voyager Fixed Network application, VFNE-2, to interleave the inbound and outbound testing. VFNE-2 will be used to gather inbound test statistics. The mobile application, Voyager, will gather outbound test statistics and will send an inbound test pattern to VFNE-2.

3.3 RESPONSIBILITIES AND PREPARATION

This section identifies the responsibilities of the Town of East Hampton and Motorola Solutions regarding requirements for equipment, personnel, and time during the coverage test.

The Town of East Hampton will provide the following for the duration of the coverage test:

- At least [one] test vehicle(s) that is representative of the vehicles to be installed with radios, and will provide the driver(s).
- Exclusive use of the test channels required by Motorola Solutions during the test.

Motorola Solutions will provide the following for the duration of the coverage test:

- At least one Motorola Solutions Voyager coverage testing tool.
- One or more computers equipped with Motorola Solutions VFNE-2 software, and connected to the radio network for collecting inbound signal statistics.
- A timing profile to allow the test radio to transmit and receive at regular intervals will be established to facilitate automatic inbound and outbound BER statistics gathering.

As required, Motorola Solutions will provide a receiver signal strength calibration file for the test radio(s) used with the Voyager coverage testing tool.

Before starting the test, the Town of East Hampton and Motorola Solutions will agree upon the time frame for Motorola Solutions' submission of a report containing the coverage test results.

3.3.1 CATP Procedures

A coverage acceptance test will be performed using Motorola Solutions' Voyager tool to randomly select test locations, and to manage BER data collection.

Voyager consists of the following:

- A voice test radio connected to an antenna installed in a representative location on the test vehicle. The test radio will monitor transmissions from the fixed network radio site(s).
- A Global Positioning System (GPS) receiver, which will provide the computer with the location and speed of the test vehicle.
- A laptop computer with Voyager software and a mapping database, which includes highways and local streets [political boundaries, rivers, and railroads].
- A computer with the Voyager Fixed Network (VFNE-2) application, connected to the system network to retrieve inbound BER statistics and to initiate the outbound test pattern.

The procedure for the objective BER coverage test will be as follows:

- The Voyager tool will be installed in a test vehicle, which will be driven over a route planned to cover the accessible tiles within the defined test area.
- During the coverage test, the laptop computer screen will display the vehicle's location on a map of the defined test area overlaid with the grid of test tiles. Voyager will automatically initiate outbound measurements and inbound transmissions based on the defined timing profile. The computer will provide a visual indication that a measurement has been completed. Voyager will manage the coverage test data collection, and will store the outbound measurements for each tested tile for later analysis. Voyager will use the information collected by the VFNE-2 fixed end application for the inbound tests. Voyager will use its merge and export feature to match the inbound measurements to a test tile and display the BER statistics.



3.4 CATP DOCUMENTATION AND COVERAGE ACCEPTANCE

During the coverage acceptance test, Voyager generates computer files that include the raw test data. A copy of this data will be provided to the Town of East Hampton at the conclusion of the coverage test. Motorola Solutions will process this data to produce a map detailing the coverage test results, and to determine whether the coverage test was passed for each user equipment configuration.

The coverage acceptance criterion for a user equipment configuration will be that the voice radio system implemented by Motorola Solutions for the Town of East Hampton meets or exceeds the reliability stated in Table 3-2 and Table 3-3 Coverage Acceptance Test Summary for that user equipment configuration. The system coverage acceptance criterion will be the successful passing of each of the user equipment configurations defined in Table 3-2 and Table 3-3 Coverage Acceptance Test Summary.

Motorola Solutions reserves the right to review any test tiles that fail. If a coverage test, or a portion thereof, is suspected by Motorola Solutions to have failed due to external interference, those tiles suspected of being affected by an interferer may be re-tested. If the test tiles re-tested are confirmed to have failed due to interference or external noise, those test tiles will be excluded from all acceptance calculations and Motorola Solutions will work with the Town of East Hampton to identify potential solutions to the interference issues.

Motorola Solutions will conduct this Coverage Acceptance Test only once. If any portion of the test is determined to be affected by proven equipment malfunctions or failures, Motorola Solutions will repeat the portion of the test affected by the equipment malfunction or failure. The Town of East Hampton will have the option to accept the coverage at any time prior to completion of the coverage test or documentation process.

Motorola Solutions will submit to the Town of East Hampton a report detailing the coverage test results. This report will include a document, which is to be signed by both the Town of East Hampton and Motorola Solutions, indicating the test was performed in accordance with this CATP and the results of the test indicate the acceptance or non-acceptance of the coverage portion of the system.

3.5 COVERAGE MAPS

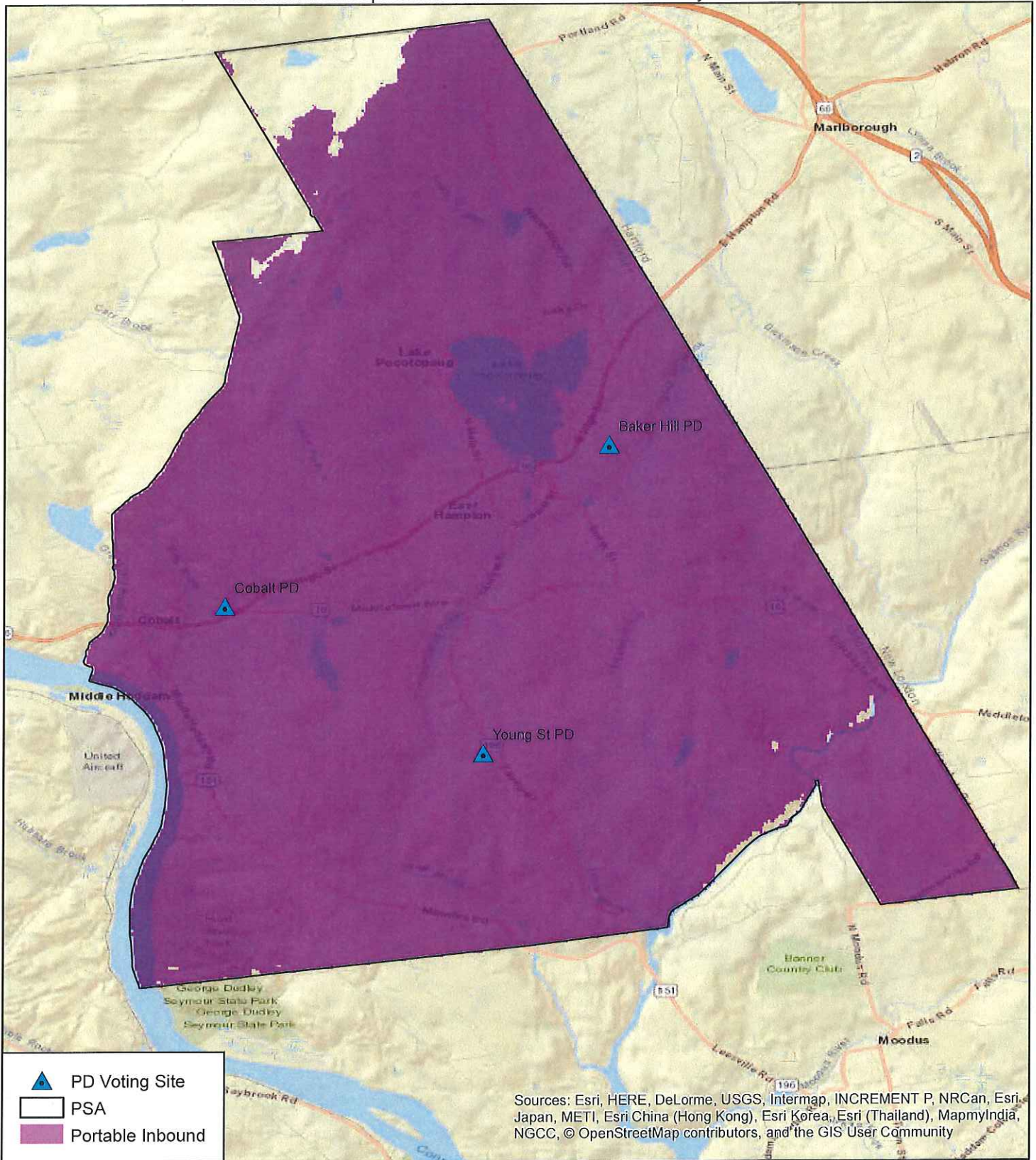
Motorola Solutions has provided coverage maps on the following pages in the order listed below:

1. PD 3 Site Voting – Portable Inbound.
2. Fire and EMS 3 Site Voting – Portable Inbound.
3. PD Single Site – Portable Outbound.
4. Fire and EMS Single Site – Portable Outbound.
5. PD Single Site – Portable Outbound – 025 mi x 025 mi BER Covered Area Test Grid.
6. Fire and EMS Single Site - Portable Outbound – 025 mi x 025 mi BER Covered Area Test Grid.
7. PD 3 Site Voting – Portable Inbound - 025 mi x 025 mi BER Covered Area Test Grid.
8. Fire and EMS 3 Site Voting - Portable Inbound - 025 mi x 025 mi BER Covered Area Test Grid.



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1-Site Tx, 3-Site Rx VHF Phase 1 FDMA ASTRO System
 Shaded Area Represents 95% Covered Area Reliability at DAQ-3.0

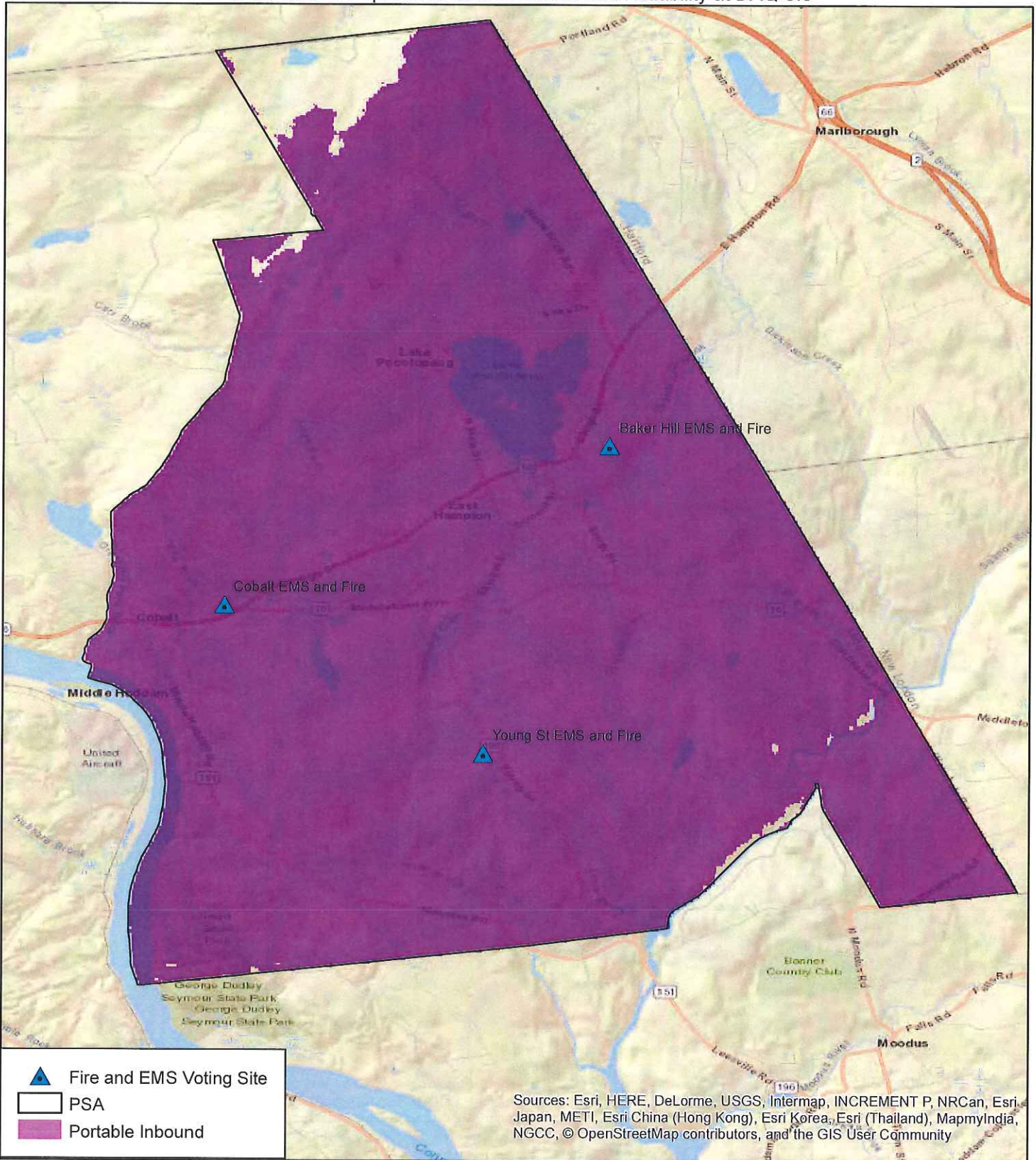


0 0.325 0.65 1.3 Miles
 1 in = 1 miles

Portable Configuration: APX 4000, 5W
 Tx/Rx at Hip using RSM with Swivel Case
 Portable Antenna: 1/2 Wave

CT_EastHamptonTown
 3 Site VHF FDMA
 HCVK64
 CCDTLAB-306

1-Site Tx, 3-Site Rx VHF Phase 1 FDMA ASTRO System
 Shaded Area Represents 95% Covered Area Reliability at DAQ-3.0



▲ Fire and EMS Voting Site
 PSA
 Portable Inbound

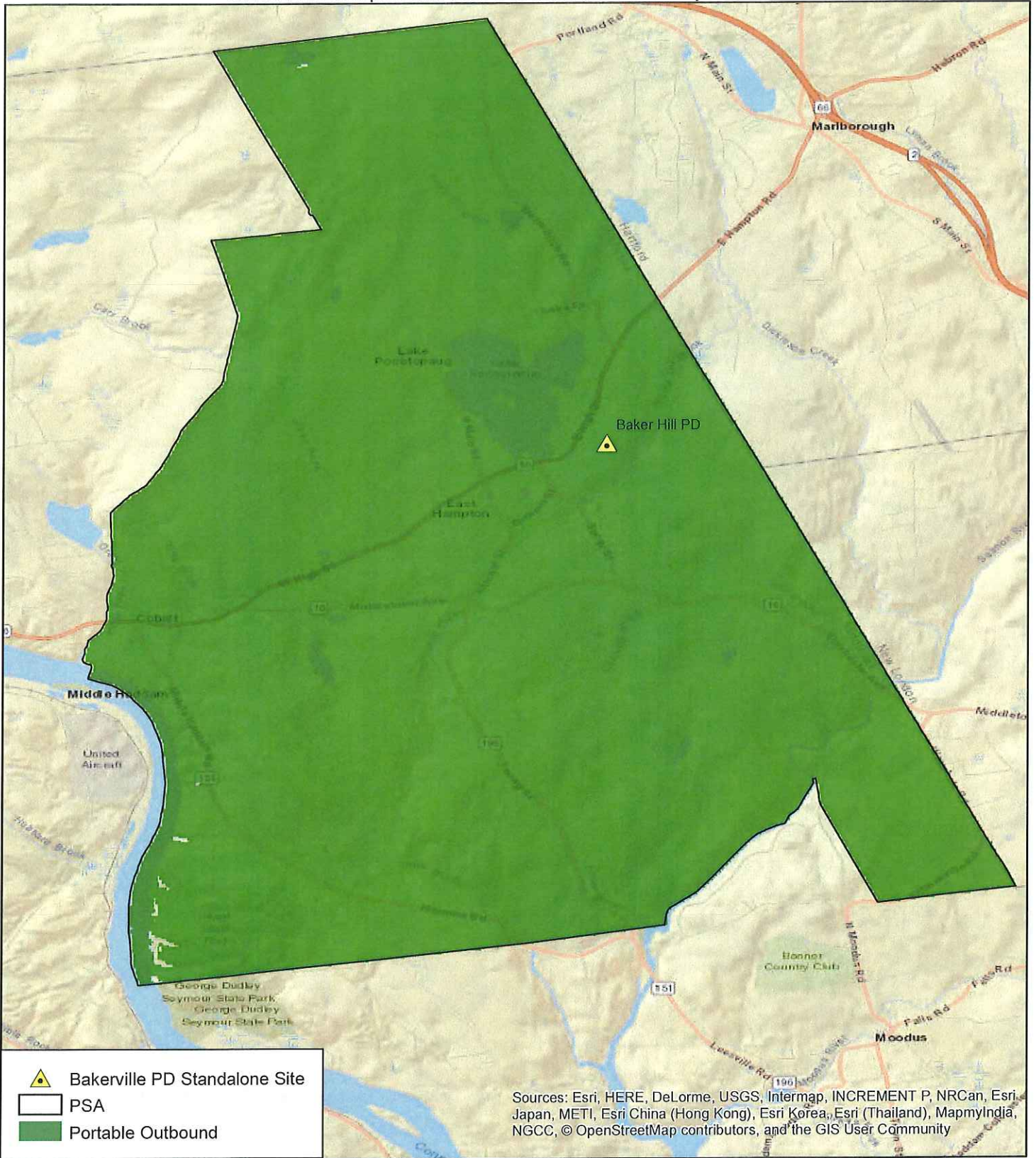
Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

0 0.32 0.65 1.3 Miles
 1 in = 1 miles

Portable Configuration: APX 4000, 5W
 Tx/Rx at Hip using RSM with Swivel Case
 Portable Antenna: 1/2 Wave

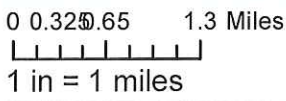
CT_EastHamptonTown
 3 Site VHF FDMA
 HCVK64
 CCDTLAB-306

1-Site Tx, 3-Site Rx VHF Phase 1 FDMA ASTRO System
 Shaded Area Represents 95% Covered Area Reliability at DAQ-3.0



Bakerville PD Standalone Site
 PSA
 Portable Outbound

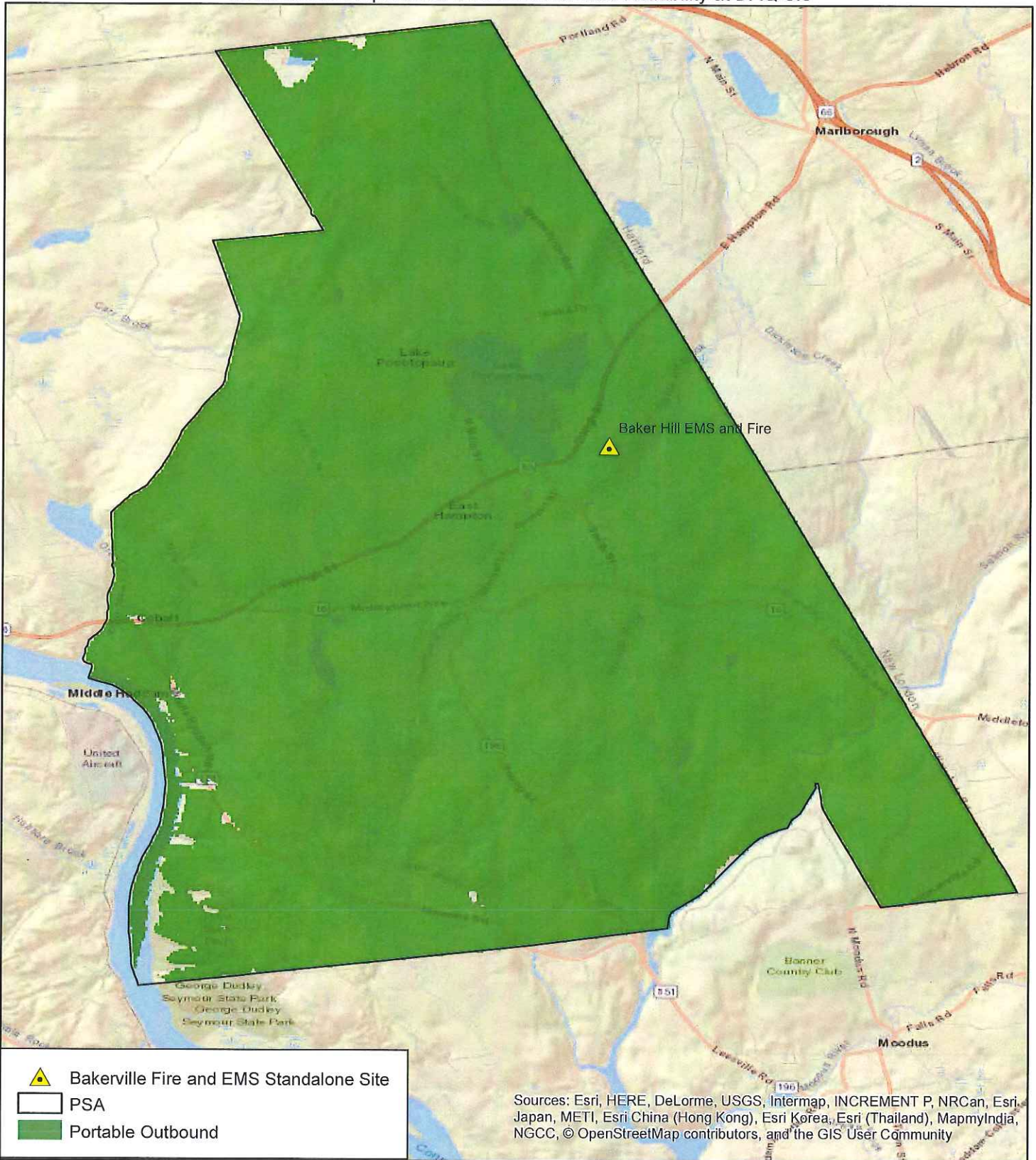
Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community



Portable Configuration: APX 4000, 5W
 Tx/Rx at Hip using RSM with Swivel Case
 Portable Antenna: 1/2 Wave

CT_EastHamptonTown
 3 Site VHF FDMA
 HCVK64
 CCDTLAB-306

1-Site Tx, 3-Site Rx VHF Phase 1 FDMA ASTRO System
 Shaded Area Represents 95% Covered Area Reliability at DAQ-3.0

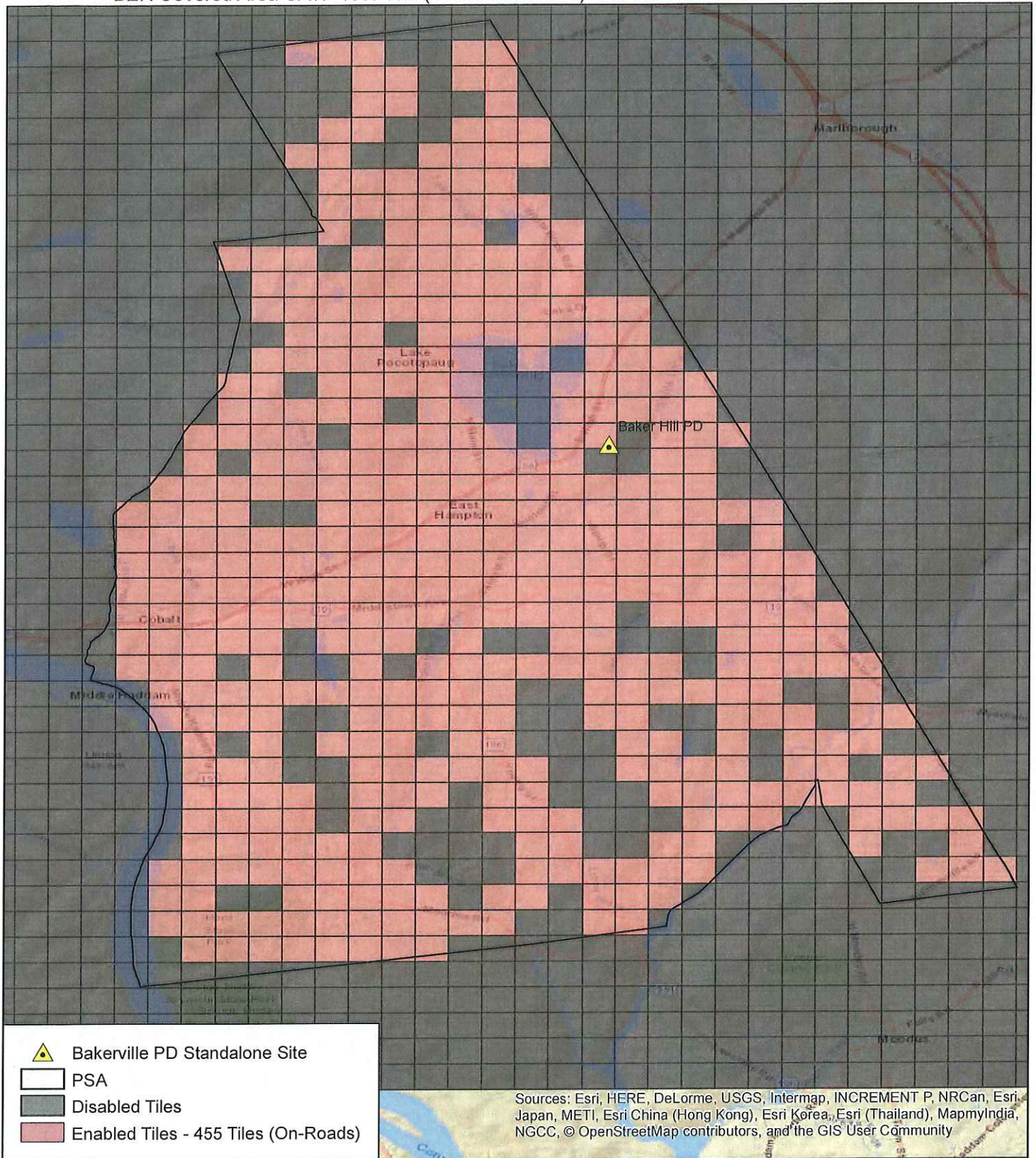


0 0.32 0.65 1.3 Miles
 1 in = 1 miles

Portable Configuration: APX 4000, 5W
 Tx/Rx at Hip using RSM with Swivel Case
 Portable Antenna: 1/2 Wave

CT_EastHamptonTown
 3 Site VHF FDMA
 HCVK64
 CCDTLAB-306

1-Site Tx, 3-Site Rx VHF Phase 1 FDMA ASTRO System
BER Covered Area CATP Test Grid (0.25 mi x 0.25 mi) with Painted Tiles Enabled at DAQ-3.0



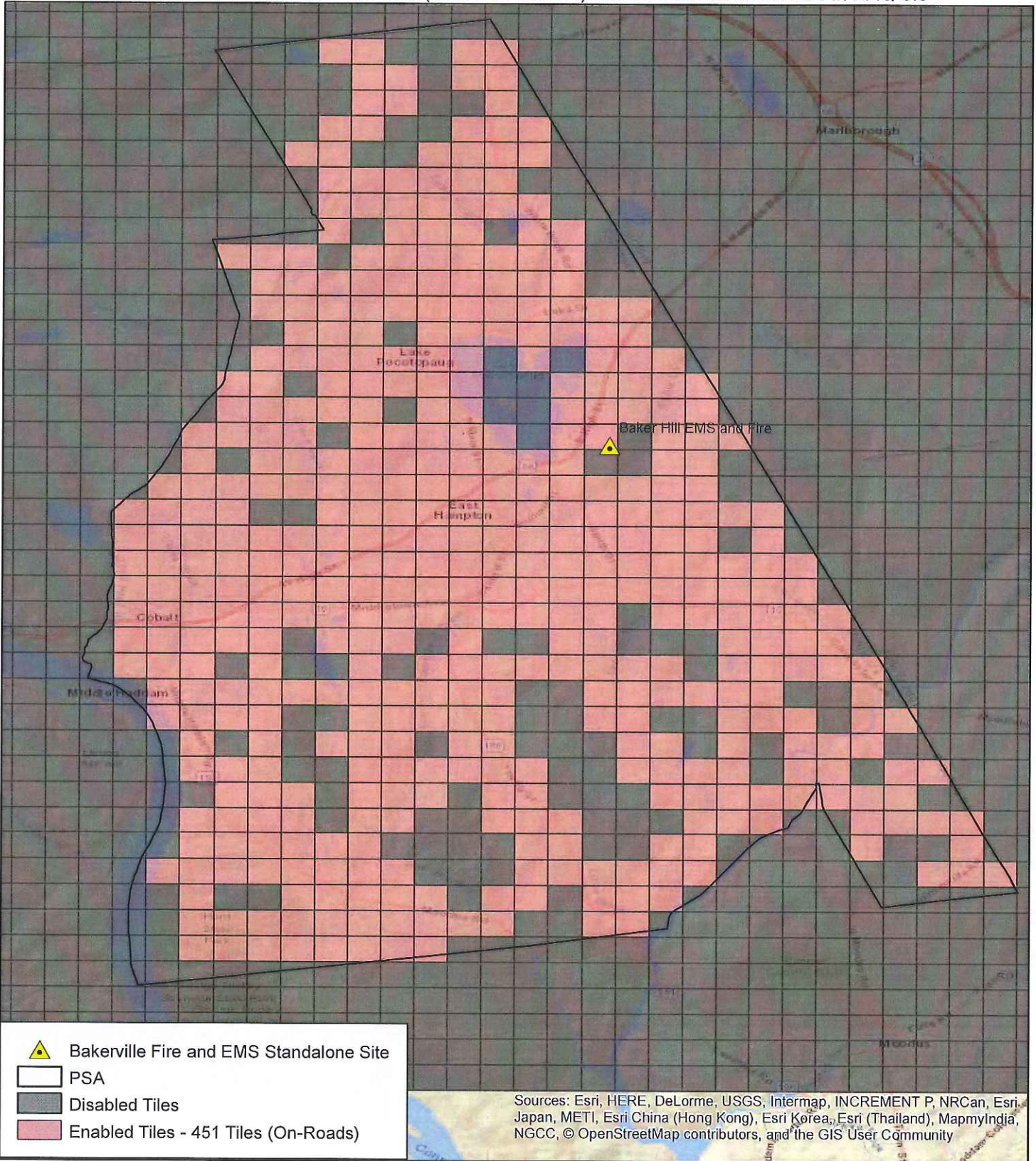
Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

0 0.32 0.65 1.3 Miles
1 in = 1 miles

Portable Configuration: APX 4000, 5W
Tx/Rx at Hip using RSM with Swivel Case
Portable Antenna: 1/2 Wave

CT_EastHamptonTown
3 Site VHF FDMA
HCVK64
CCDTLAB-306

1-Site Tx, 3-Site Rx VHF Phase 1 FDMA ASTRO System
BER Covered Area CATP Test Grid (0.25 mi x 0.25 mi) with Painted Tiles Enabled at DAQ-3.0

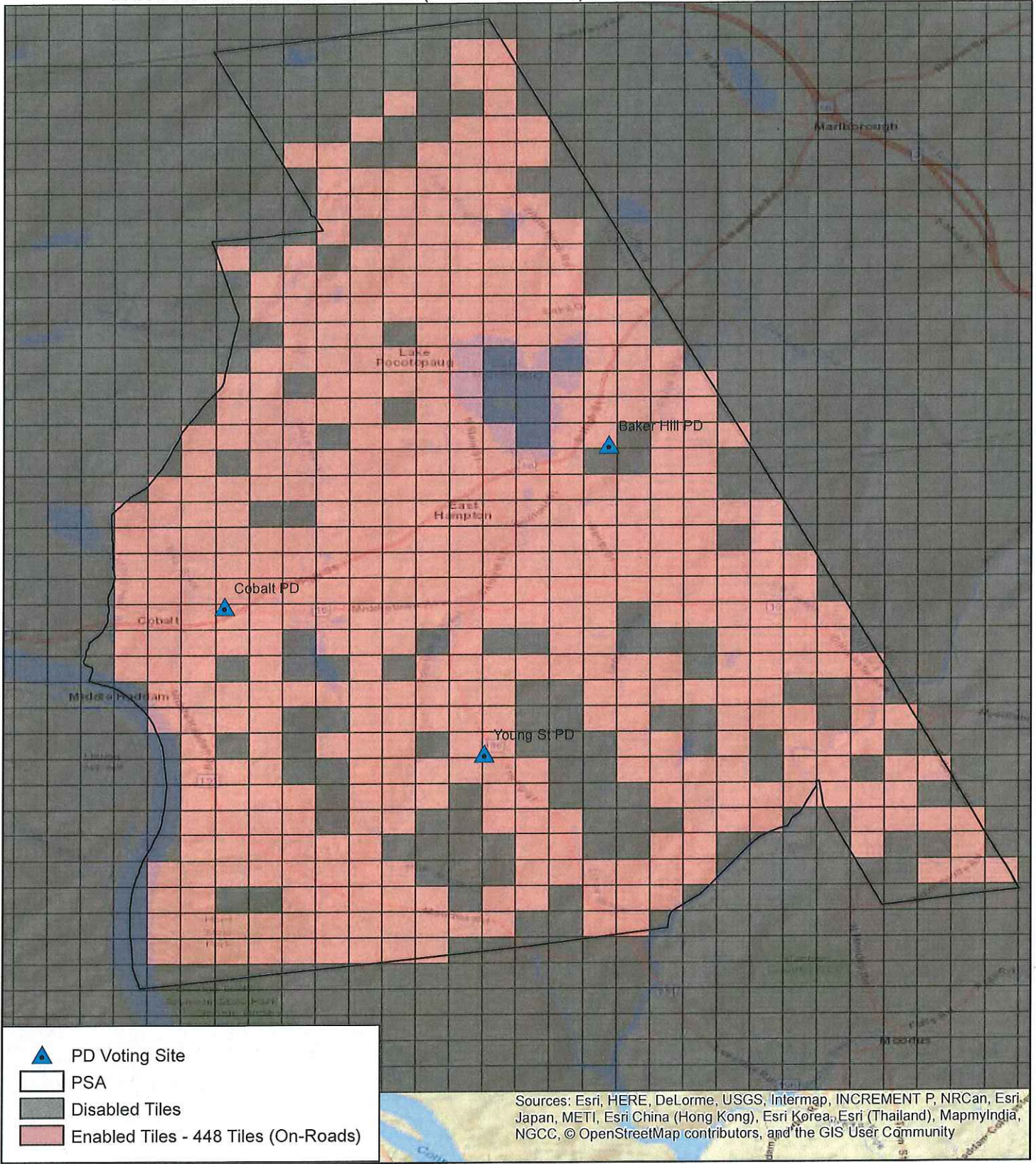


0 0.32 0.65 1.3 Miles
1 in = 1 miles

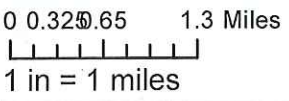
Portable Configuration: APX 4000, 5W
Tx/Rx at Hip using RSM with Swivel Case
Portable Antenna: 1/2 Wave

CT_EastHamptonTown
3 Site VHF FDMA
HCVK64
CCDTLAB-306

1-Site Tx, 3-Site Rx VHF Phase 1 FDMA ASTRO System
BER Covered Area CATP Test Grid (0.25 mi x 0.25 mi) with Painted Tiles Enabled at DAQ-3.0



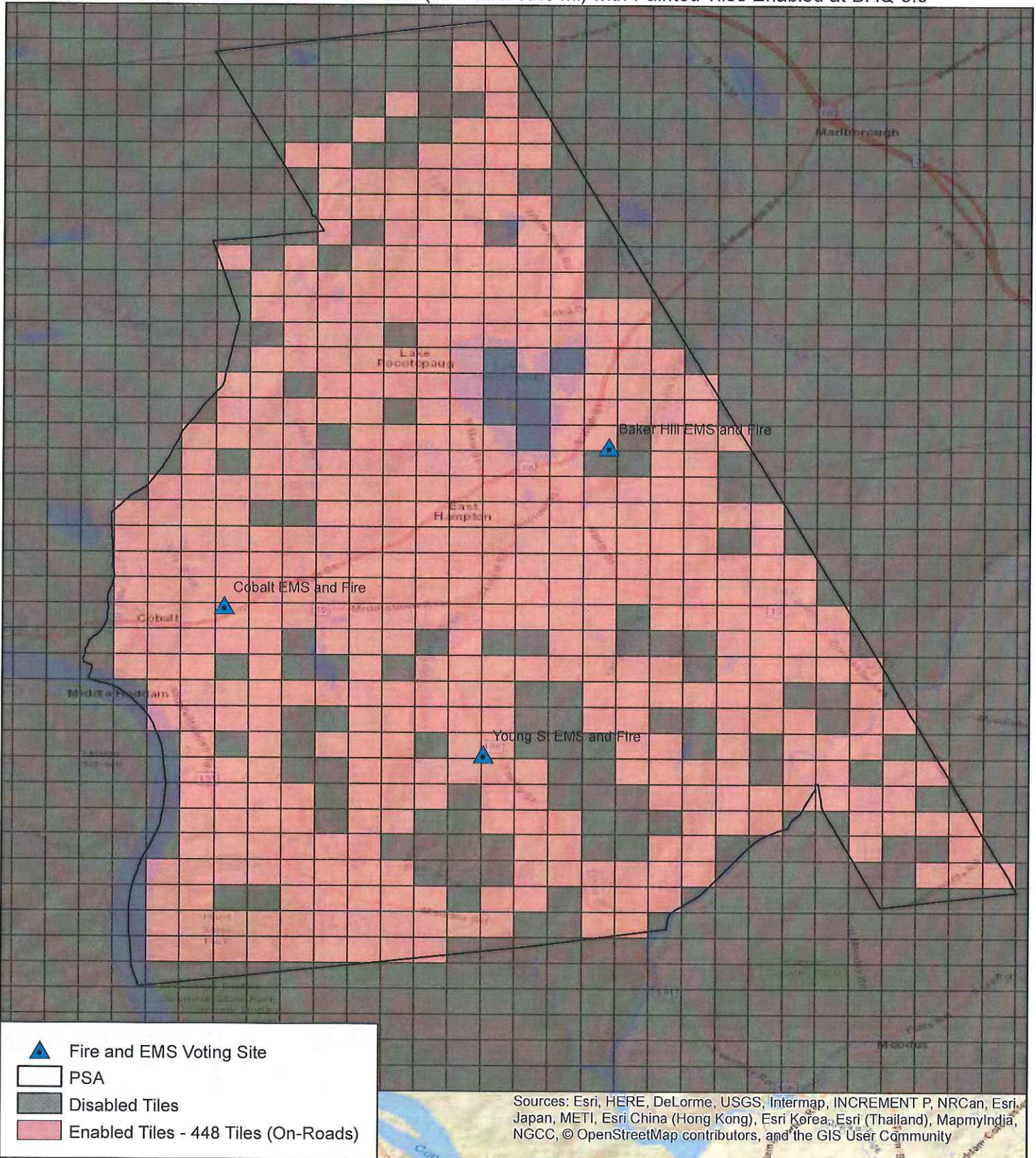
Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community



Portable Configuration: APX 4000, 5W
Tx/Rx at Hip using RSM with Swivel Case
Portable Antenna: 1/2 Wave

CT_EastHamptonTown
3 Site VHF FDMA
HCVK64
CCDTLAB-306

1-Site Tx, 3-Site Rx VHF Phase 1 FDMA ASTRO System
BER Covered Area CATP Test Grid (0.25 mi x 0.25 mi) with Painted Tiles Enabled at DAQ-3.0



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

0 0.32 0.65 1.3 Miles
1 in = 1 miles

Portable Configuration: APX 4000, 5W
Tx/Rx at Hip using RSM with Swivel Case
Portable Antenna: 1/2 Wave

CT_EastHamptonTown
3 Site VHF FDMA
HCVK64
CCDTLAB-306

SECTION 4

WARRANTY PLAN

To maintain the Town of East Hampton’s equipment, Motorola Solutions offers our standard commercial warranty as set forth in the Communications System and Services Agreement.

In addition to the standard warranty, Motorola Solutions is including customized services during the warranty, as summarized in the table. Upon request, Motorola Solutions will provide detailed statements of work that fully describe these proposed services.

A description of the proposed services is included in this section. See Table 4-1.

Table 4-1: Proposed Services

Service Description	Additional Above Warranty	Additional Post Warranty
Technical Support	Included	Optional 4 Years
Infrastructure Repair	Included	Optional 4 Years
Onsite Infrastructure Response	Included	Optional 4 Years
Preventive Maintenance	Included	Optional 4 Years
Dispatch and Incident Management	Included	Optional 4 Years

4.1 TECHNICAL SUPPORT

Technical support provides centralized remote telephone support for technical issues through the experienced system technologists at Motorola’s Solutions Support Center (SSC). Once Town of East Hampton personnel call for support, a support case will be opened and logged. The SSC technologists will use their experience, a consolidated solutions database, in-house test labs, and development engineers to ensure the rapid resolution of the issue. Incident management and escalation procedures are in place to ensure that contracted response and restore times are met. Since each incident is monitored and recorded, the resulting metrics can be analyzed to ensure ongoing system performance.

4.2 INFRASTRUCTURE REPAIR

Infrastructure Repair service provides for the repair of all Motorola Solutions manufactured equipment, as well as equipment from third-party infrastructure vendors. All repair management is handled through a central location eliminating your need to send equipment to multiple locations.

Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test, and repair your equipment. Our ISO9001 and TL9000-certified processes and methodologies ensure that your equipment is quickly returned maintaining the highest quality standards.

Service agreements allow you to budget your maintenance costs on an annual basis. Equipment covered under service agreements also receives higher service priority, which results in quicker repair times.



4.3 **ONSITE INFRASTRUCTURE RESPONSE**

Onsite Infrastructure Response provides local qualified technicians who arrive at your location to diagnose and restore the system. Following proven response and restore processes, Motorola Solutions' Call Center contacts the local authorized service center in East Hampton area and dispatches a qualified technician.

Our case management and escalation process ensures that arrival of the technician on-site and system restoration comply with contracted response times. If the technician is unable to resolve the issue on site, the case is escalated to the Solutions Support Center (SSC) or product engineering teams for support as needed.

4.4 **PREVENTIVE MAINTENANCE**

During Preventive Maintenance, Motorola Solutions certified field technicians will inspect Town of East Hampton equipment on a routine basis to ensure that the equipment continues to meet original manufacturer's specifications. If a situation warrants it, technicians will be dispatch to perform hands-on examinations and diagnostics. This service will help to detect potential problems before they develop, maximizing equipment performance, reducing the possibility of failures, and prolonging equipment life.

4.5 **DISPATCH AND INCIDENT MANAGEMENT**

Dispatch ensures that local, trained and qualified technicians will arrive at the customer's location to diagnose and restore their communications network. When a notification occurs from an automatic alarm or through a scheduled maintenance notification, Motorola Solutions' Call Center assigns a number to the incident and triages the issue with the appropriate support team. The Call Center oversees all aspects of the event and incident management process during repair and restoration, tracking open issues to ensure that they are managed to resolution within the required time frame. This continuous oversight provides a record of events associated with each case that can be presented in the form of incident activity reports. This incident management system can also be accessed remotely via Motorola Solutions Online portal.

SECTION 5

PRICING & EQUIPMENT LIST

5.1 SYSTEM PRICE

CT State Contract A-99-001 System Price.....\$257,500.00

5.2 PAYMENT TERMS

Except for a payment that is due on the Effective Date, the Town of East Hampton will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. The Town of East Hampton will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If the Town of East Hampton has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

1. 25% of the FNE Contract Price due upon contract execution (due upon effective date);
2. 60% of the FNE Contract Price due upon shipment of equipment from Staging;
3. 10% of the FNE Contract Price due upon installation of equipment; and
4. 5% of the FNE Contract Price due upon Final Acceptance.

Motorola Solutions shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola Solutions shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.



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5.3 COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT

Motorola Solutions has provided a Communications System and Services Agreement and Exhibits on the following pages.



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Communications System And Services Agreement

Motorola Solutions, Inc. ("Motorola") and the Town of East Hampton, CT ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System 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 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C "Technical and Implementation Documents"

C-1 "System Description" dated June 4, 2019

C-2 "Statement of Work" dated June 4, 2019

C-3 "Coverage" dated June 4, 2019

C-4 "Warranty Plan" dated June 4, 2019

C-5 "Pricing & Equipment List" dated June 25, 2019

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addendums will be labeled with the name of the service being purchased.

1.3 In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to

recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment Schedule" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"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.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"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.

"Software Support Policy" ("SwSP") means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, 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 or applicable

subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. 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 date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Motorola Software License Agreement in Exhibit A ("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.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. MAINTENANCE, SUPPORT, AND SUA SERVICES. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in the Maintenance and Support Addendum. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. If Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to those maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal. These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under 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. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

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

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Payment Schedule. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is **\$257,500.00**. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A reduction in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, 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 is 36-1115800.

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

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: Town of East Hampton
Address: 20 East High Street
East Hampton, Ct 06424
Phone: (860) 267-7548
Email: dwoessner@easthamptonct.gov

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Town of East Hampton
Address: 20 East High Street
East Hampton, Ct 06424

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

Name: Utility Communications
Address: 920 Sherman Ave
Hamden, Ct 06514
Attn: East Hampton Communications system
Phone: 203-287-1306

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

Section 7 SITES AND SITE CONDITIONS

7.1. 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 worksites or vehicles identified in the Technical and Implementation Documents 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.

7.2. 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 System. 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. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. 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. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.** 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 THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or 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.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services 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. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. 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 Equipment or Software 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. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, 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. 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.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. **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, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** 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 or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

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

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **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.

12.3. **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.

12.4. **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 System is 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.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 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 13 DEFAULT AND TERMINATION

13.1. 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.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. 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 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. Notwithstanding, this obligation does not apply if Motorola is entitled to immunity under the NG911 Act of 2012.

14.2. 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.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. 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.

14.3.2. 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.

14.3.3. 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.

14.3.4. This Section 14 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 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 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 the Equipment, Software, or implementation Services with respect to which losses or damages are claimed. With respect to all non-implementation Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. 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, LOSS TIME, DATA, GOODWILL, 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. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. 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.

16.3. VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4. DATA AND FEEDBACK.

16.4.1. To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2. Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3. Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. 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 thirty (30) 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.

17.2. 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.

17.3. 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.

17.4. 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.

17.5. 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.

17.6. 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.

17.7. 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 provided by the other Party 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.

17.8. 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.

17.9. 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.

17.10. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.11. 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 6.1 and 6.2 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.12. 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, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, 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 or 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.

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

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("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 proprietary software and affiliated 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; and (ii) identify the Open Source Software (or specify where that license may be found).

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. 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. Unless otherwise stated in the Primary Agreement, 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. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

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.

Section 7 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 CPS 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 Commercial Computer Software

9.1. This Section 9 only applies to U.S. Government end users. The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2. If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

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.

Exhibit B
PAYMENT

Except for a payment that is due on the Effective Date, 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 check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

- 1. 25% of the Contract Price due upon contract execution (due upon effective date);**
- 2. 60% of the Contract Price due upon shipment of equipment from Staging;**
- 3. 10% of the Contract Price due upon installation of equipment; and**
- 4. 5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

5.4 EQUIPMENT LIST

Motorola Solutions intends to provide the latest models available at the time of system shipment. Therefore, model numbers are provided for reference only and are subject to change.

Location	Type	SUB SYS	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
Baker Hill	Voting Prime Site	Prime	SWITCH	2	CLN1868	2930F 24-PORT SWITCH
Baker Hill	Voting Prime Site	Prime	ROUTER	2	SQM01SUM0205	GGM 8000 GATEWAY
Baker Hill	Voting Prime Site	Prime	ROUTER	2	CA01616AA	ADD: AC POWER
Baker Hill	Voting Prime Site	Comparator for PD	GCM8000	1	T7321	GCM 8000 COMPARATOR
Baker Hill	Voting Prime Site	Comparator for PD	GCM8000	1	CA01183AA	GCM 8000 COMPARATOR
Baker Hill	Voting Prime Site	Comparator for PD	GCM8000	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
Baker Hill	Voting Prime Site	Comparator for PD	GCM8000	1	CA01484AC	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
Baker Hill	Voting Prime Site	Comparator for PD	GCM8000	1	CA01505AC	ADD: ADD: ASTRO 25 CONV VOTING SW
Baker Hill	Voting Prime Site	Comparator for PD	GCM8000	1	X153AW	ADD: RACK MOUNT HARDWARE
Baker Hill	Voting Prime Site	Comparator for FD and EMS	GCM8000	1	T7321	GCM 8000 COMPARATOR
Baker Hill	Voting Prime Site	Comparator for FD and EMS	GCM8000	1	CA01183AA	GCM 8000 COMPARATOR
Baker Hill	Voting Prime Site	Comparator for FD and EMS	GCM8000	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
Baker Hill	Voting Prime Site	Comparator for FD and EMS	GCM8000	1	CA01484AC	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
Baker Hill	Voting Prime Site	Comparator for FD and EMS	GCM8000	1	CA01505AC	ADD: ADD: ASTRO 25 CONV VOTING SW
Baker Hill	Voting Prime Site	Comparator for FD and EMS	GCM8000	1	X153AW	ADD: RACK MOUNT HARDWARE
Baker Hill	Voting Prime Site	Spares	SPARES	1	DLN6781	FRU: POWER SUPPLY
Baker Hill	Voting Prime Site	Spares	SPARES	1	DLN6898	FRU: FAN MODULE
Baker Hill	Tx Site	GTR for PD	GTR8000	1	T7039	GTR 8000 Base Radio
Baker Hill	Tx Site	GTR for PD	GTR8000	1	X530BG	ADD: VHF (136-174 MHZ)
Baker Hill	Tx Site	GTR for PD	GTR8000	1	CA01948AA	ADD: CONVENTIONAL SOFTWARE



Location	Type	SUB SYS	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
Baker Hill	Tx Site	GTR for PD	GTR8000	1	CA01505AA	ADD: ASTRO 25 CONVENTIONAL VOTING SOFT
Baker Hill	Tx Site	GTR for PD	GTR8000	1	X153AW	ADD: RACK MOUNT HARDWARE
Baker Hill	Tx Site	GTR for PD	GTR8000	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
Baker Hill	Tx Site	GTR for PD	GTR8000	1	SPD-2454	VHF DUPLEXING SYSTEM
Baker Hill	Tx Site	GTR for FD and EMS	GTR8000	1	T7039	GTR 8000 Base Radio
Baker Hill	Tx Site	GTR for FD and EMS	GTR8000	1	X530BG	ADD: VHF (136-174 MHZ)
Baker Hill	Tx Site	GTR for FD and EMS	GTR8000	1	CA01948AA	ADD: CONVENTIONAL SOFTWARE
Baker Hill	Tx Site	GTR for FD and EMS	GTR8000	1	CA01505AA	ADD: ASTRO 25 CONVENTIONAL VOTING SOFT
Baker Hill	Tx Site	GTR for FD and EMS	GTR8000	1	X153AW	ADD: RACK MOUNT HARDWARE
Baker Hill	Tx Site	GTR for FD and EMS	GTR8000	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
Baker Hill	Tx Site	GTR for FD and EMS	GTR8000	1	SPD-2454	VHF DUPLEXING SYSTEM
Baker Hill	Tx Site	Rack	RACK	1	THN1012	RACK 7' OPEN
Young St	RO Site #1	Switch	SWITCH	2	CLN1868	2930F 24-PORT SWITCH
Young St	RO Site #1	Router	ROUTER	2	SQM01SUM0205	GGM 8000 GATEWAY
Young St	RO Site #1	Router	ROUTER	2	CA01616AA	ADD: AC POWER
Young St	RO Site #1	GPW 8000 for PD	GPW8000	1	T7540	GPW 8000 RECEIVER
Young St	RO Site #1	GPW 8000 for PD	GPW8000	1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
Young St	RO Site #1	GPW 8000 for PD	GPW8000	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
Young St	RO Site #1	GPW 8000 for PD	GPW8000	1	X530BH	ADD: VHF (136-174 MHZ)
Young St	RO Site #1	GPW 8000 for PD	GPW8000	1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
Young St	RO Site #1	GPW 8000 for PD	GPW8000	1	X153AW	ADD: RACK MOUNT HARDWARE
Young St	RO Site #1	GPW for FD and EMS	GPW8000	1	T7540	GPW 8000 RECEIVER
Young St	RO Site #1	GPW for FD and EMS	GPW8000	1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
Young St	RO Site #1	GPW for FD and EMS	GPW8000	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
Young St	RO Site #1	GPW for FD and EMS	GPW8000	1	X530BH	ADD: VHF (136-174 MHZ)

Location	Type	SUB SYS	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
Young St	RO Site #1	GPW for FD and EMS	GPW8000	1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
Young St	RO Site #1	GPW for FD and EMS	GPW8000	1	X153AW	ADD: RACK MOUNT HARDWARE
Young St	RO Site #1	Rack	RACK	1	THN1012	RACK 7' OPEN
Young St	RO Site #1	multicoupler	MULTICOUP	1	DS42330104N	MULTICOUPLER RX COMPACT 118-174MHZ 4W 'N'
Young St	RO Site #1	Rx Filter	FILTER	1	DSDB4001N2	DB4001N-2, 150-174 MHZ 2 CAVITY FILTER BANDPASS, 5IN OD
Young St	RO Site #1	Spares	SPARES	1	DLN6781	FRU: POWER SUPPLY
Young St	RO Site #1	Spares	SPARES	1	DLN6898	FRU: FAN MODULE
Cobalt	RO Site #2	Switch	SWITCH	2	CLN1868	2930F 24-PORT SWITCH
Cobalt	RO Site #2	Router	ROUTER	2	SQM01SUM0205	GGM 8000 GATEWAY
Cobalt	RO Site #2	Router	ROUTER	2	CA01616AA	ADD: AC POWER
Cobalt	RO Site #2	GPW 8000 for PD	GPW8000	1	T7540	GPW 8000 RECEIVER
Cobalt	RO Site #2	GPW 8000 for PD	GPW8000	1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
Cobalt	RO Site #2	GPW 8000 for PD	GPW8000	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
Cobalt	RO Site #2	GPW 8000 for PD	GPW8000	1	X530BH	ADD: VHF (136-174 MHZ)
Cobalt	RO Site #2	GPW 8000 for PD	GPW8000	1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
Cobalt	RO Site #2	GPW 8000 for PD	GPW8000	1	X153AW	ADD: RACK MOUNT HARDWARE
Cobalt	RO Site #2	GPW for FD and EMS	GPW8000	1	T7540	GPW 8000 RECEIVER
Cobalt	RO Site #2	GPW for FD and EMS	GPW8000	1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
Cobalt	RO Site #2	GPW for FD and EMS	GPW8000	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
Cobalt	RO Site #2	GPW for FD and EMS	GPW8000	1	X530BH	ADD: VHF (136-174 MHZ)
Cobalt	RO Site #2	GPW for FD and EMS	GPW8000	1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
Cobalt	RO Site #2	GPW for FD and EMS	GPW8000	1	X153AW	ADD: RACK MOUNT HARDWARE
Cobalt	RO Site #2	Rack	RACK	1	THN1012	RACK 7' OPEN
Cobalt	RO Site #2	multicoupler	MULTICOUP	1	DS42330104N	MULTICOUPLER RX COMPACT 118-174MHZ 4W 'N'
Cobalt	RO Site #2	Rx Filter	FILTER	1	DSDB4001N2	DB4001N-2, 150-174 MHZ 2 CAVITY FILTER BANDPASS, 5IN OD

Location	Type	SUB SYS	BLOCK	QTY	NOMENCLATURE	DESCRIPTION
PD Site	APX 7500 Console	Consolettes	APX7500CON	1	L30KSS9PW1 N	APX CONSOLETTTE VHF
PD Site	APX 7500 Console	Consolettes	APX7500CON	1	G806	ADD: ASTRO DIGITAL CAI OPERATION
PD Site	APX 7500 Console	Consolettes	APX7500CON	1	G48	ENH: CONVENTIONAL OPERATION
PD Site	APX 7500 Console	Consolettes	APX7500CON	1	G444	ADD: APX CONTROL HEAD SOFTWARE
PD Site	APX 7500 Console	Consolettes	APX7500CON	1	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
PD Site	APX 7500 Console	Consolettes	APX7500CON	1	W382	ADD: CONTROL STATION DESK GCAI MIC
PD Site	APX 7500 Console	Consolettes	APX7500CON	1	CA01598	ADD: AC LINE CORD US
PD Site	APX 7500 Console	Consolettes	APX7500CON	1	G78	ADD: 3Y ESSENTIAL SERVICE
PD Site	APX 7500 Console	Consolettes	APX7500CON	1	HKN6243A	APX CONSOLETTTE WALL MOUNT BRACKET KIT
PD Site	APX 7500 Console	Consolettes	APX7500CON	1	L30KSS9PW1 N	APX CONSOLETTTE VHF
PD Site	APX 7500 Console	Consolettes	APX7500CON	1	G806	ADD: ASTRO DIGITAL CAI OPERATION
PD Site	APX 7500 Console	Consolettes	APX7500CON	1	G48	ENH: CONVENTIONAL OPERATION
PD Site	APX 7500 Console	Consolettes	APX7500CON	1	G444	ADD: APX CONTROL HEAD SOFTWARE
PD Site	APX 7500 Console	Consolettes	APX7500CON	1	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
PD Site	APX 7500 Console	Consolettes	APX7500CON	1	W382	ADD: CONTROL STATION DESK GCAI MIC
PD Site	APX 7500 Console	Consolettes	APX7500CON	1	CA01598	ADD: AC LINE CORD US
PD Site	APX 7500 Console	Consolettes	APX7500CON	1	G78	ADD: 3Y ESSENTIAL SERVICE
PD Site	APX 7500 Console	Consolettes	APX7500CON	1	HKN6243A	APX CONSOLETTTE WALL MOUNT BRACKET KIT

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TOWN OF EAST HAMPTON AGENDA REPORT

Agenda Item: 7a

DATE: July 2, 2019

SUBJECT: CT State Library FY20 Historic Documents Preservation Program targeted grant project contract

DEPARTMENT: Town Clerk's Office

RECOMMENDED ACTION: Approval of the resolution.

BACKGROUND

The goals of the project are to preserve the records, resize the cumbersome binders, and allow for new storage options. Aging binders will be replaced, and pages will be reprinted on 28lb archival paper to better preserve the records. The size of the new binders will improve portability from shelf to counter for researching purposes. Each volume listed above will be recreated allowing for additional storage capacity in our vault that is being built at the new Town Hall. The resized binders will be stored vertically in the new vault creating more space for future records.

Each year a resolution must be passed authorizing the town manager to execute a contract with the Connecticut State Library to receive grant funding for designated projects. The grant work and expenditures may begin only after the contract has been fully executed.

ALTERNATIVE ACTIONS

None.

FISCAL IMPACT

The project is being funded by the CT State Library FY20 Historic Documents Preservation Program targeted grant. The grant amount being awarded for FY20 is \$5,500.

Authorization – State Library Historic Document Preservation Grant

BE IT RESOLVED THAT Michael Maniscalco, Town Manager of the Town of East Hampton, is empowered to execute and deliver in the name of and on behalf of this municipality a contract with the Connecticut State Library for a Historic Documents Preservation Grant.

EAST HAMPTON TOWN COUNCIL

Melissa Engel, Chairperson

Mark Philhower, Vice Chairperson

James "Pete" Brown

Timothy Feegel

Dean Markham

Josh Piteo

Kevin Reich

Dated this 9th day of July 2019

Town of East Hampton, CT
Wednesday, June 26, 2019

Chapter 278. Taxation

Commented [MM1]: Probably could locate this in a different location amongst the rest of the ordinances.

Article V. ~~Stipend Exemptions~~ for Volunteer Fire and Ambulance Personnel and Civil Preparedness Director

[Adopted by the Town Council ~~XXXXX 5-22-2004~~ (Ord. No. 1.11)]

§ 278-12. Purpose.

This article is adopted in recognition of the benefits provided to the Town of East Hampton by the dedicated service of the Town's volunteer fire and ambulance personnel and Civil Preparedness Director.

§ 278-13. ~~Stipend Exemption~~ granted; amount; ~~interlocal agreements~~.

~~Pursuant to § 12-81w of the Connecticut General Statutes, the Town of East Hampton hereby authorizes an annual stipend abatement for that is to be applied to the real estate or motor vehicle taxes of a volunteer fire fighter, paramedic, ambulance driver, EMT or the Civil Preparedness Director, owed to the Town of East Hampton in an amount up to but not to exceed \$1,250 before all applicable taxes. The Town may enter into interlocal agreements with other municipalities for the purpose of providing property tax relief to volunteers who live in one municipality but who volunteer their services in another municipality.~~

§ 278-14. Eligibility.

Members of the East Hampton Volunteer Fire Department, the East Hampton Ambulance Association and the Civil Preparedness Director shall be eligible when meeting the following criteria:

- A. Volunteer fire fighter: member must be considered active in accordance with the bylaws of the East Hampton Volunteer Fire Department, Article 6, Section 6, Paragraph A, attached.^[1]

[1] *Editor's Note: The bylaws of the East Hampton Volunteer Fire Department are on file in the Town offices.*

- B. Volunteer Ambulance Association member: member must meet the minimum responsibilities of full members, as outlined in Articles 1 and 2 of the East Hampton Ambulance Association bylaws, attached.^[2]

[2] *Editor's Note: The East Hampton Ambulance Association bylaws are on file in the Town offices.*

- C. Volunteer Civil Preparedness Director: as appointed by and meeting minimum responsibilities, as assigned by the Town Manager.

§ 278-15. Certification.

Annually on or before the end of the first week of January each year, the Chief of the East Hampton Volunteer Fire Department and the Administrative Officer of the East Hampton Ambulance Association shall submit to the ~~Finance Director~~Collector of Revenue a list of members of their organizations who are eligible, as defined in § 278-14. This list shall contain names and addresses of each member who is eligible. The Town Manager shall provide the ~~Finance Director~~Collector of Revenue, by January 1 of each year, with the name and address of the appointed Civil Preparedness Director.

~~§ 278-16. Abatement schedule.~~

~~Abatements shall be applied to the real estate and/or motor vehicle taxes owing to the Town of East Hampton for the Grand List previous to the January deadline as follows:~~

- ~~A. If a member has met eligibility requirements for one consecutive year, the member shall be entitled to a property tax abatement in an amount not exceeding \$1,000 for that year.~~
- ~~B. A person who is eligible in more than one category referenced in this article shall be entitled to only one tax abatement in an amount not exceeding \$1,000.~~

§ 278-17. Retirement benefit.

A member who has served a minimum of 20 years, has reached the age of 55 and attends one quarter of the company/department meetings (unless excused by a physician) shall be entitled to a ~~stipend~~property tax abatement as outlined in ~~§278-13, 278-16~~ as long as he/she continues to reside and own real or personal property in the Town of East Hampton. The Chief of the East Hampton Volunteer Fire Department and the Administrative Officer of the East Hampton Ambulance Association shall submit to the ~~Finance Director~~Collector of Revenue, concurrently with the list required under § 278-15 of this article, a list of the names and addresses of retired members of their organizations who are eligible for this benefit.

§ 278-18. Applicability; effective date.

This article shall be first applicable ~~July 1 to the taxes due on the Grand List of October 1, 2000, 2020~~ and shall be effective 21 days after publication. ~~With respect to the Grand List of October 1, 2000, the lists of members required to be submitted pursuant to §§ 278-14 and 278-16 of this article shall be submitted no later than June 15, 2004.~~



AGENDA
ITEM # 12

Office of the COLLECTOR OF REVENUE
KRISTY MERRIFIELD, CCMC
kmerrifield@easthamptonct.gov

July 9, 2019

To: The East Hampton Town Council,

The documentation for the tax refunds listed below is available in the Office of the Collector of Revenue for your review. There is one (1) refund totaling \$73.05.

Respectfully Submitted,

Kristy L. Merrifield, CCMC
Collector of Revenue

	0.	[C]
001	73.05	[H]
	73.05	[R]

BOARD AND COMMISSION SUMMARY
JUNE 2019**Arts & Culture Commission**

The Arts & Culture Commission met on June 20th. Art awards were presented on June 6th at Sears Park. Ms. Lane is waiting to talk to Wade Russo regarding the theater chat. This year's art purchases will be installed at the Senior Center and Center School. The commission plans to give an additional grant of \$600 to Epoch Arts for scholarships to summer camp.

Board of Finance

The Board of Finance met twice in the month of June. The Regular Meeting took place on June 17th and a Special Budget Meeting occurred on June 18th after the Referendum.

June 17th

The Board reviewed and approved the Tax Suspension List for Grand List 2017/FY 2018/2019 (608 accounts = \$267,392.25). Vote: 5-0. Possible mill rate options were also discussed in anticipation of the budget's passing at the Referendum on June 18th.

June 18th

After a failed motion (by Ms. Moore) to set the mill rate at 33.17 [a .96 increase (utilization of all but \$36,000 of ECS funding to reduce the mill rate and allow for the \$36,000 appropriation being requested by the BOE for chrome books)]. Vote: 2-5 (Brown, Jiantonio, Coshow, McLennan & Peterson); Ms. Coshow made a motion to set the mill rate at 33.14 [a .93 increase (utilization of the entire \$7,039,597 of ECS funding to reduce the mill rate)]. Vote: 5-2 (Moore & Turner). Motion Passed.

Brownfields Redevelopment Agency

The Brownfields Redevelopment Agency met on June 24th. The members discussed the topics of the DECD STEAP Grant, the Main Street ELUR, SEH Updates, and the US EPA Grant application results. The members talked about the 3 Walnut project, the hillside at 103 Main Street, and picked a volunteer for the US conference to represent the agency.

Clean Energy Task Force

The Clean Energy Task Force met on June 6th. The members discussed the benefits of the town entering into a contract with Citrine Solar for the carbon credits. The 2019 Electric Car Show was discussed among the members and the date for the show was established. The members talked about getting more people to join the task force.

Commission on Aging

The Commission on Aging met on June 13th. The Chair sadly announced that Monica Kangley, long time Children's Librarian and Senior Center volunteer passed away. Two other members have resigned from the commission as they are moving out of town. The members discussed the Thriving in Place workshops. The Advocacy group is still working on transportation with future topics of affordable housing and nutrition. The commission will be sending a letter to the Town Council regarding new member interviews.

Conservation-Lake Commission

The Conservation-Lake Commission met on June 13th. Chuck Yanker and David Bengston attended the meeting and spoke with the members. The members briefly discussed the old business for the sub-committee report on education, advisory panel update, lake smart program sub-committee, and the lake level sub-committee resolution. The members were told of Ms. Holmes's resignation, updates on the lake core samples starting to be analyzed, suggested getting a booth for Old Home Day, and the members were informed of the Lake Aide event that Mr. Jenks is hosting.

Design Review Board

No meeting

Economic Development Commission

The Economic Development Commission met on June 16th. The members discussed the old business topics for the business package promotion, the new business banner, spotlight on business, outreach reports, encouraging attendance for the EDC meetings, town beautification, and the CEDAS membership. Mr. Turner informed the members about the Town Council's opinion of the tax abatement scoring for KOCO.

Ethics Commission

No meeting

Fire Commission

The Board of Fire Commissioners met on June 10th. The members were presented with the 2018 Awards Program by Rick from ACG Associates. The Fire Chief requested to zero out account 5652 and \$10,000 from capital to cover new gear and jackets. The Fire Marshal's report and Fire Chief's report were read aloud to be added onto the recording. The members received updates for the dry hydrant follow up, new engine 2-12, OSHA complaint follow up, and the physicals/ provider update. The members discussed the new Fire Department Bylaw changes, but the topic was tabled for next meeting for more discussion when more personnel will be in attendance.

High School Building Committee

No minutes available

Inland Wetland Watercourses Agency

The Inland Wetlands Watercourses Agency met on June 26th.

Continued Applications:

- A. Application IW-19-012, Wesley Jenks, 45 Meeks Pt. Rd., to excavate the foundation to provide waterproofing and to repair existing I-beam within the Upland Review Area. Map 10A/Block 83/Lot 9 – Applicant requested postponement per his letter dated May 22, 2019. Continued to July 31, 2019 meeting. (5-0)
- B. Application IW-19-014, Michael and Nicole Rall, 76 Spellman Point Rd., to construct a 240 sq. ft. enclosed front porch and a 288 sq. ft. deck within the 200' Upland Review Area. Map 09A/Block 70/Lot 6. Approved (5-0)

- C. Application IW-19-019, William J. Dennehy & Patricia Daly Banning, Flanders/Daly Rd., to create a 2 lot subdivision (1 buildable lot and 1 forestry lot). Map 26/Block 87/Lot 6. Approved (5-0)
- D. Application IW-19-022, Brian and Rebecca O'Connor, 18 West Lane, installation of retaining wall to hold up waterfront between hedges and waterline within 200' of upland review area. Map 03A/Block 44B/Lot 24. Approved (5-0)
- E. Application IW-19-026, Town of East Hampton, Clark Hill Road, installation of a bio retention system, grass swale and overflow pipe 180' from edge of Lake Pocotopaug. Map 03A/Block 45/Lot 2C. Approved (5-0)
- F. Application IW-19-027, Town of East Hampton, Boulder Road, installation of a short wet swale within right of way. Work within 50' of wetlands. Approved (5-0)
- G. Application IW-19-028, Town of East Hampton, Mott Hill Road, installation of short wet swale within right of way. Approved (5-0)

New Applications:

- A. Application IW-19-032, Limb-It-Less Logging, LLC., 6 Collie Brook Rd., select Timber Harvest and partial Ash salvage harvest done in stages now through the fall of 2020. Map 20/Block 55/Lot 36. Approved (5-0)

Public Hearings:

- A. Application IW-19-029, Daryl Aresco, Wopowog Rd., replace existing culvert with an extended one to support a future driveway. Work is within an intermittent stream. Map 21/Block 52/Lot 7. Approved (5-0)

Joint Facilities

No meeting

Library Advisory Board

The Library Advisory Board met on June 3rd. The members discussed the Library budget and cuts that have been made to the budget for the next referendum. Ms. Paul noted that some items that have been cut can be purchased with funds from this year's budget. The Library roof should be done the second week in June. The members decided not to form a strategic planning sub-committee. Ms. Shirshac will work closely with Ms. Paul to investigate a state grant for strategic planning.

Middle Haddam Historic District Commission

The Middle Haddam Historic District Commission met on June 19th. The members asked applicant Kayla Bueno questions about the proposed windows. There was some discussion between the members and the attending public. The members approved of the application with Chairman Roberts voting against. The members tabled the application for Commissioner Starolis and tabled the minutes for the next meeting.

Parks & Recreation Advisory Board

At the June Parks and Recreation Advisory Board meeting, the board discussed the planned increase in minimum wage and the negative effect that it will have on Parks and Recreation Departments. The board also discussed the plans for the build of Seamster Park Playground, the status of volunteers and logistics.

Planning & Zoning Commission

The Planning & Zoning Commission met on June 5th.

New Business:

- A. PZC-19-006: West High Enterprises, LLC., 201 West High St., for a site plan modification for changes to the parking area for unit D and to change 8 units from storage to retail/personal service. Map 12/Block 36/3-1. *Approved with conditions (8-0)*
- B. PZC-19-008: Patricia Banning, Flanders Road, to create a 2 lot subdivision (1 buildable lot and 1 forestry lot). Map 26/Block 87/Lot 6. *Public Hearing scheduled for July 3, 2019.*
- C. Pre-application discussion: 1 Colchester Ave. (Citgo Station), upgrades to existing facility.

Town Facilities Building Committee

The Town Facilities Building Committee met on June 5th and June 20th. The members received updates from the architect, construction manager, and OPM. The members reviewed and either approved or tabled the change orders and invoices. The members were updated on the article for the project in the Events Magazine.

Water Pollution Control Authority

The Water Pollution Control Authority Committee held their regular meeting on Tuesday June 4th. A Public Hearing was held to announce the proposed 2018-19 water budget and recommended water rates for the customers of the Village Center, Royal Oaks and Hampton Woods Water Systems. No public attended. A Public Hearing was held to consider a proposed extension of the public sewer system for Phase II and Phase III of Skyline Estates. Wayne Rand, managing member of Skyline Estate addressed the committee for the rest of the lots at Skyline Estates be charged at a \$1600.00 connection fee. Raw water sample in well 1 at Village Center came back positive for PFAS at 80 parts per trillion. Well 1 has been shut down until resampling done and results are determined. Transfers were approved for WPCA, Village Center Water System and Royal Oak Water System from their recognized "Reserve for Capital" accounts to their "Capital" accounts.

Zoning Board of Appeals

The Zoning Board of Appeals met on June 10th.

Public Hearings:

- A. Application ZBA-19-007, Wesley Jenks, 45 Meeks Point Road, for a variance to decrease the north side setback from 15' to 10' to build a garage and a variance to increase the 1st floor habitable square footage from 1100 sq. ft. to 1368 sq. ft. for a future home on a non-conforming lot. Map10A/Block 83/Lot 9. *Approved (5-0)*