



INTER-CANYON FIRE PROTECTION DISTRICT  
MEETING OF DIRECTORS AGENDA  
ICFPD Station 3  
March 9, 2022

1. Call to Order
2. Changes to Agenda
3. Approval of Absences
4. Acknowledge Guests
5. Approval of the minutes of the February 9, 2021, meeting.
6. Treasurer's Report
  - a. Financial Reports
7. Chiefs Report
8. Officers Report
9. Building Committee Report
10. Professional Consultants Report - none
11. Unfinished business
12. New business and special orders
  - a. Motorola contract
  - b. By-laws review
  - c. Elections
13. Executive session, if needed
14. Public input (for matters not otherwise on the agenda/3-minute time limit/no disrupting, pursuant to Section 18 9 108, C.R.S.)

Consistent with provisions of Section 18 9 108, C.R.S., district residents wishing to make a comment will have three minutes to speak and are asked to keep comments on topic and respectful.
15. Adjournment. (to be followed by signing of documents)

**INTER-CANYON FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS MEETING  
MINUTES OF MEETING  
ICFPD Station 3  
8445 S Highway 285, Morrison, CO 80465  
March 9, 2022**

**1. Call to Order:**

The ICFPD Board meeting was called to order by Mike Swenson at 6:00 pm.

**2. Changes to Agenda**

- a. Bob Scott asked to review appointing Dimitriy Pantyukhin's resigned Board seat and Mike Swensen added it to this agenda under new business.

**3. Approval of Absences**

**Board Members Present:**

Mike Swenson, President  
Kerry Prielipp, Treasurer  
Bob Scott, Secretary  
Jackie White, Director

**Excused Absence:**

Dmitriy Pantyukhin, Director – resignation letter pending

**4. Guests Present**

Deb Brobst – Canyon Courier  
Ann Imse – District resident

**5. Approval of Minutes**

**MOTION:** A motion by Kerry Prielipp with a second by Jackie White to approve the minutes from the February 9, 2021, Board Meeting. The motion passed unanimously.

**6. Treasurer's Report – Kerry Prielipp**

**6a. Financial Report**

Review of the February balance sheet shows no material changes this month. \$150,000.00 was transferred from the Trust account to our operating account so as not to potentially be overdrawn pending the influx of property tax revenue deposits. The year-to-date comparison shows normal activity. There are 3 open POs for backup generators, the communication project and training/education expenses. Total cash on hand is roughly at \$1.8 million which is about the same as last month.

**MOTION:** There was a motion by Bob Scott with a second by Jackie White to approve the March 9, 2022, Treasurer's Report. The motion passed unanimously.

**7. Chief's Report**

**a. Chief Shirlaw -**

Station 5 tower timeline. We need to submit a development application due to zoning at the location. That will take approximately 1-2 weeks. We are not ready for the concrete pad to be laid due to weather and other FCC considerations to be ironed out. Updates will be reported at the next meeting.

Consolidation. The Chiefs continue to meet and are currently talking about budgets and also discussing the future for rectifying the numbers of dwindling member volunteers versus the number of increased calls. The consolidated Board member council is also now meeting. The Chiefs are looking to bring on a consultant to help with the next steps in the process, several facets that the chiefs not familiar with can better be resolved with a consultant familiar with our type of consolidation.

Drone program. We are moving forward with a drone program and working with Foothills Fire to develop SOGs for it. This is a licensed type drone and not a recreational one so we want this to be a mutual aid asset for all-hazard response. We received a DJI Phantom 4 model drone that was donated to us that will initiate this program. We are working with West Metro, who already has a robust drone program, for assistance in developing use of this new asset.

All four districts are developing committees based on several topics – a major topic is an incentive program suggested for current volunteers. That will be developed at the input of current volunteers. A survey has gone out and a request for participation serving in the committees.

Grants. Grant for medical response vehicle is still pending. This is a 50% match grant. Grant for 2 fleet vehicles both 50% match is also pending. A grant is in the works for bunker gear.

**b. Battalion Chief Hatlestad**

Booking instructors for EMTB program in September that will include IV and EKG which is normally a step above the normal program. Reaching out to local medical systems to assist with teaching and applying for a grant for capital to purchase equipment for this class. These items will be used for years to come in addition to this class. Course \$1395 fee will cover other supplies needed. Total fees per individual is approximately \$1700 – background check fingerprinting etc.

**8. Officers Report**

**a. Wildland Captain Mandl**

CWPP – finalized and waiting on 2 signatures, one county and one state. The chipping program went smashingly well. Went out to ambassadors and then to general public and in hours all slots were gone. The fuels crew doing pile burns, several hundred, during the current cold, wet weather. Next week is wildfire prepared training. Participation by Evergreen Fire and Platte Canyon who are going to bump up their own programs to work regionally with us as a unified unit. West Metro is attending as an audit to look at possibly starting a program of their own modeled after and/or working in tandem with our own.

Home assessments are booked solid currently with weather permitting.

Fuels crew – the fuel sampling equipment is up and running and agreements are in place to set up in spaces for samples.

Grants – Hilldale grant hopefully releasing to community ambassadors this week. Exciting tool to get implemented.

CoSwap funding – money through the county and the Upper South Platte partnership is to determine what stake the fire districts get. The application not yet released but hoping for next week. Already meeting with both groups to be on the ground running when it does. Covers both regional areas and individual homeowners.

**9. Building Committee Report -**

Bob and Chief Shirlaw met with Adan of F & D to take a closer look at plans to value engineer the construction of the new stations. We are currently looking at 6 bays going down to 4 bays at Station 3. This would become a Phase 1 to the station build being completed in parts. The upper level sometime in the future would be phase 2. Several options being considered in tandem with the build including building materials rising prices over time, gas prices, and the proposed consolidation status. Want to have new keys in hand by 2024. Expecting preliminary pricing by another contractor by the end of this month. He feels positive with this outlook and feels like we are back on track with the overall plan.

**10. Professional Consultants Report - None**

**11. Unfinished Business - None**

**12. New Business and Special Orders**

**a. Motorola contract** – contract had some revisions legally that are now included. Brian (engineering) went through and added items that updated the equipment to his satisfaction. Motorola has been very accommodating throughout that process and we are ready for review and approval. This system definitely brings us up to date with technology. Coverage will be as complete as currently possible for the topography we are dealing with.

Mike Swenson comments he is happy with the layout of this contract and willing to entertain a motion to approve the contract if there is an agreeance of the board. Kerry Prielipp suggested a further proposal to Motorola for a discount if signing occurs today or asap as opposed to the March 31 deadline. Jackie White asked about the consolidation of districts future with this system and Chief Shirlaw stated that it will tie in almost seamlessly with other regional districts utilizing several of the same system vendors who have designed this one. Mike suggests the need to take action before the next board meeting and reminds that the board is able to convene via telephone for a Special Meeting if needed. Chief Shirlaw messaged the Motorola representative for the discount proposal by the Board and the response received was they would review the contract for the possibility and get back to him the next day. Mike Swenson tabled the discussion pending that answer and plans to reconvene at a Special Meeting to continue review of contract for approval prior to the next meeting.

**b. By-laws review** - suggestions for the fine tuning and adding of 2 provisions to the bylaws is proposed by Mike Swenson. The amendments have been provided to board individually prior to the meeting and involve items mostly about updating terminology and the provisions are for directional purpose of board responsibilities. Kerry Prielipp comments he sees that the proposed clauses as continuing to clarify our position as a board. Mike Swenson asks for a motion to accept the amendments proposed.

**MOTION:** A motion by Bob Scott with a second by Jackie White to approve the proposed amendments to the bylaws. The motion passed unanimously.

**c. Elections** – elections are coming up. Four candidates have self-nominated for 3 seats will go to vote on May 3.

**d. Appointing resigned Board seat** – Bob Scott would like to review if there is any value to appointing the pending empty seat. The Board discussed the pros and cons of doing so and reached the final agreement that this would not benefit the Board or the District.

**13. Executive session, if needed - not needed**

**14. Public Input** (for matters not otherwise on the agenda/3-minute time limit/no disrupting, pursuant to Section 18 9 108, C.R.S.)

Anr. Imse – stated she is running for the Board in the upcoming election. She is aware of considerable funding available and wants to see the Inter-Canyon District take advantage of it.

**15. Adjournment**

There being no further business before the Board, the meeting was adjourned at 7: 07 pm.

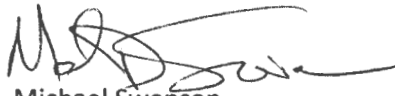
Minutes recorded by Toni Lucero, District Administrator

Submitted by:



Bob Scott  
Secretary  
ICFPD Board of Directors

Approved by:



Michael Swenson  
President  
ICFPD Board of Directors

**Attachments:**

1. Meeting Agenda
2. Treasurer's Report
3. Chief's Report

# Inter-Canyon Fire Protection District

## Balance Sheet Comparison

As of February 28, 2022

	TOTAL		
	AS OF FEB 28, 2022	AS OF FEB 28, 2021 (PY)	CHANGE
<b>ASSETS</b>			
Current Assets			
Bank Accounts			
100-000 Cash	1,820,562.84	1,975,053.09	-154,490.25
<b>Total Bank Accounts</b>	<b>\$1,820,562.84</b>	<b>\$1,975,053.09</b>	<b>\$ -154,490.25</b>
Accounts Receivable			
120-000 Accounts Receivable	1,411,604.52	1,411,604.52	0.00
<b>Total Accounts Receivable</b>	<b>\$1,411,604.52</b>	<b>\$1,411,604.52</b>	<b>\$0.00</b>
Other Current Assets			
140-143 Prepaid Insurance	19,785.45	19,785.45	0.00
<b>Total Other Current Assets</b>	<b>\$19,785.45</b>	<b>\$19,785.45</b>	<b>\$0.00</b>
<b>Total Current Assets</b>	<b>\$3,251,952.81</b>	<b>\$3,406,443.06</b>	<b>\$ -154,490.25</b>
Fixed Assets			
170-000 Capital Assets	2,769,783.97	2,769,783.97	0.00
<b>Total Fixed Assets</b>	<b>\$2,769,783.97</b>	<b>\$2,769,783.97</b>	<b>\$0.00</b>
Other Assets			
185-000 Deferred Outflow	466,602.00	466,602.00	0.00
<b>Total Other Assets</b>	<b>\$466,602.00</b>	<b>\$466,602.00</b>	<b>\$0.00</b>
<b>TOTAL ASSETS</b>	<b>\$6,488,338.78</b>	<b>\$6,642,829.03</b>	<b>\$ -154,490.25</b>

# Inter-Canyon Fire Protection District

## Balance Sheet Comparison

As of February 28, 2022

	TOTAL		
	AS OF FEB 28, 2022	AS OF FEB 28, 2021 (PY)	CHANGE
<b>LIABILITIES AND EQUITY</b>			
Liabilities			
Current Liabilities			
Accounts Payable			
200-200 Accounts Payable	4,014.16	12,713.02	-8,698.86
<b>Total Accounts Payable</b>	<b>\$4,014.16</b>	<b>\$12,713.02</b>	<b>\$ -8,698.86</b>
Other Current Liabilities			
200-208 Accrued Interest	0.00	0.00	0.00
200-209 Deferred Revenue	1,382,375.85	1,382,375.85	0.00
200-225 Accrued Liabilities	2,462.91	2,462.91	0.00
200-226 Capital Lease - 3	0.00	0.00	0.00
200-230 Accrued PTO	5,202.83	5,202.83	0.00
<b>Total Other Current Liabilities</b>	<b>\$1,390,041.59</b>	<b>\$1,390,041.59</b>	<b>\$0.00</b>
<b>Total Current Liabilities</b>	<b>\$1,394,055.75</b>	<b>\$1,402,754.61</b>	<b>\$ -8,698.86</b>
Long-Term Liabilities			
210-360 Captial Lease - 3	0.00	0.00	0.00
210-399 Net Pension Oblgation	786,351.00	786,351.00	0.00
280-000 Deferred Inflows	77,086.00	77,086.00	0.00
<b>Total Long-Term Liabilities</b>	<b>\$863,437.00</b>	<b>\$863,437.00</b>	<b>\$0.00</b>
<b>Total Liabilities</b>	<b>\$2,257,492.75</b>	<b>\$2,266,191.61</b>	<b>\$ -8,698.86</b>
Equity			
290-291 Equity	3,155,777.20	3,155,777.20	0.00
290-300 Net Assets - Prior Year	1,034,046.52	1,034,046.52	0.00
290-999 Designated-Current	0.00	0.00	0.00
320-000 Unrestricted Net Assets	126,667.49	320,478.61	-193,811.12
Net Income	-85,645.18	-133,664.91	48,019.73
<b>Total Equity</b>	<b>\$4,230,846.03</b>	<b>\$4,376,637.42</b>	<b>\$ -145,791.39</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$6,488,338.78</b>	<b>\$6,642,829.03</b>	<b>\$ -154,490.25</b>

# Inter-Canyon Fire Protection District

Budget vs. Actuals: FY\_2022 - FY22 P&L

January - February, 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Income</b>				
300-000 Revenues	170,510.86	46,436.78	124,074.08	367.19 %
300-502 Specific Ownership Taxes		0.00	0.00	
300-570 Inter-Governmental Revenues		0.00	0.00	
300-660 Donated Funds	8,682.80	0.00	8,682.80	
<b>Total Income</b>	<b>\$179,193.66</b>	<b>\$46,436.78</b>	<b>\$132,756.88</b>	<b>385.89 %</b>
<b>GROSS PROFIT</b>	<b>\$179,193.66</b>	<b>\$46,436.78</b>	<b>\$132,756.88</b>	<b>385.89 %</b>
<b>Expenses</b>				
400-000 Administrative	16,440.66	23,364.00	-6,923.34	70.37 %
425-101 Payroll & Benefits	141,123.63	109,810.00	31,313.63	128.52 %
500-000 FireFighting	13,284.33	14,740.00	-1,455.67	90.12 %
550-550 EMS Services	4,012.53	7,538.00	-3,525.47	53.23 %
600-000 FF Apparatus/Equip Maintenance	10,087.86	19,754.00	-9,666.14	51.07 %
660-000 Firefighter General Expenses	3,329.98	400.00	2,929.98	832.50 %
665-000 Auxiliary Operations		0.00	0.00	
66900 Reconciliation Discrepancies		0.00	0.00	
670-000 Station 1	7,653.89	6,563.29	1,090.60	116.62 %
680-000 Station 2	5,029.96	3,241.50	1,788.46	155.17 %
690-000 Station 3	6,159.91	5,860.00	299.91	105.12 %
691-000 Station 4	2,495.36	3,507.00	-1,011.64	71.15 %
692-000 Station 5	1,443.70	1,750.00	-306.30	82.50 %
700-000 Communications	28,487.03	11,104.51	17,382.52	256.54 %
800-900 Pension-State Contribution		0.00	0.00	
800-902 Pension-Contribution GOVT-WIDE		0.00	0.00	
900-000 Capital Expenditures	25,290.00	50,000.00	-24,710.00	50.58 %
<b>Total Expenses</b>	<b>\$264,838.84</b>	<b>\$257,632.30</b>	<b>\$7,206.54</b>	<b>102.80 %</b>
<b>NET OPERATING INCOME</b>	<b>\$ -85,645.18</b>	<b>\$ -211,195.52</b>	<b>\$125,550.34</b>	<b>40.55 %</b>
<b>NET INCOME</b>	<b>\$ -85,645.18</b>	<b>\$ -211,195.52</b>	<b>\$125,550.34</b>	<b>40.55 %</b>



# Inter-Canyon Fire Protection District

## Profit and Loss

February 2022

	TOTAL	
	FEB 2022	JAN - FEB, 2022 (YTD)
Income		
300-000 Revenues	58,022.14	170,510.86
300-660 Donated Funds	2,602.80	8,682.80
<b>Total Income</b>	<b>\$60,624.94</b>	<b>\$179,193.66</b>
GROSS PROFIT	<b>\$60,624.94</b>	<b>\$179,193.66</b>
Expenses		
400-000 Administrative	12,897.38	16,440.66
425-101 Payroll & Benefits	56,611.24	141,123.63
500-000 FireFighting	3,282.79	13,284.33
550-550 EMS Services	2,918.58	4,012.53
600-000 FF Apparatus/Equip Maintenance	5,296.57	10,087.86
660-000 Firefighter General Expenses	2,503.10	3,329.98
670-000 Station 1	4,284.07	7,653.89
680-000 Station 2	1,142.29	5,029.96
690-000 Station 3	3,615.11	6,159.91
691-000 Station 4	1,563.79	2,495.36
692-000 Station 5	1,082.52	1,443.70
700-000 Communications	20,809.04	28,487.03
900-000 Capital Expenditures		25,290.00
<b>Total Expenses</b>	<b>\$116,006.48</b>	<b>\$264,838.84</b>
NET OPERATING INCOME	<b>\$ -55,381.54</b>	<b>\$ -85,645.18</b>
NET INCOME	<b>\$ -55,381.54</b>	<b>\$ -85,645.18</b>

First Bank Credit Card Expenditures - Feb

Date:	Amount:	Description:	Total:
1/26/2022	\$730.00	APCO International	\$1,363.12
1/26/2022	\$91.17	Aoyama Sushi, dinner for Wildland Division training	
2/1/2022	\$77.21	Fuel for command vehicle	
2/9/2022	\$83.27	Fuel for command vehicle	
2/10/2022	\$135.86	H6 Tactical, radio harnesses	
2/10/2022	\$36.55	CO dept of labor	
2/13/2022	\$41.80	Zoom	
2/14/2022	\$90.00	Intuit Quickbooks	
2/18/2022	\$77.26	Fuel for command vehicle	

# Inter-Canyon Fire Protection District

## A/P Aging Summary

As of February 28, 2022

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Advance Auto Parts	316.68					\$316.68
Eldorado Artesian Springs, Inc	152.59					\$152.59
First Bank	1,363.12					\$1,363.12
Henry Schein Medical	408.22					\$408.22
Interconnected Technologies LLC	841.50					\$841.50
Mike Onken	400.00					\$400.00
Pacific Office Automation	194.01					\$194.01
Republic Services #535	250.54					\$250.54
Sandy Onken	87.50					\$87.50
<b>TOTAL</b>	<b>\$4,014.16</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,014.16</b>

# Inter-Canyon Fire Protection District

## Open Purchase Orders Detail

All Dates

DATE	NUM	VENDOR	PRODUCT/SERVICE	ACCOUNT	QTY	RECEIVED QTY	BACKORDERED QTY	TOTAL AMT	RECEIVED AMT	OPEN BALANCE
Daniel Hatlestad										
12/09/2021	1010	Daniel Hatlestad		550-551 EMS Services:EMS Training/Certification				1,110.00	0.00	1,110.00
<b>Total for Daniel Hatlestad</b>								<b>\$1,110.00</b>	<b>\$0.00</b>	<b>\$1,110.00</b>
Rocky Mountain Generator										
09/20/2021	1002	Rocky Mountain Generator		900-375 Capital Expenditures:Station 5 Radio Tower				13,107.00	0.00	13,107.00
09/20/2021	1002	Rocky Mountain Generator		900-372 Capital Expenditures:Station 4 Radio Tower				13,107.00	0.00	13,107.00
<b>Total for Rocky Mountain Generator</b>								<b>\$26,214.00</b>	<b>\$0.00</b>	<b>\$26,214.00</b>
Supportek, Inc.										
02/15/2022	1015	Supportek, Inc.	Communications Project	900-383 Capital Expenditures:Communications Project	3.00	0.00	3.00	278.40	0.00	278.40
02/15/2022	1015	Supportek, Inc.	Communications Project	900-383 Capital Expenditures:Communications Project	1.00	0.00	1.00	75.40	0.00	75.40
02/15/2022	1015	Supportek, Inc.	Communications Project	900-383 Capital Expenditures:Communications Project	4.00	0.00	4.00	856.08	0.00	856.08
02/15/2022	1015	Supportek, Inc.	Communications Project	900-383 Capital Expenditures:Communications Project	4.00	0.00	4.00	693.68	0.00	693.68
02/15/2022	1015	Supportek, Inc.	Communications Project	900-383 Capital Expenditures:Communications Project	4.00	0.00	4.00	2,758.48	0.00	2,758.48
02/15/2022	1015	Supportek, Inc.	Communications Project	900-383 Capital Expenditures:Communications Project	3.00	0.00	3.00	1,879.20	0.00	1,879.20
<b>Total for Supportek, Inc.</b>					<b>19.00</b>	<b>0.00</b>	<b>19.00</b>	<b>\$6,541.24</b>	<b>\$0.00</b>	<b>\$6,541.24</b>
<b>TOTAL</b>					<b>19.00</b>	<b>0.00</b>	<b>19.00</b>	<b>\$33,865.24</b>	<b>\$0.00</b>	<b>\$33,865.24</b>



INTER-CANYON FIRE PROTECTION DISTRICT

ICFPD BANK STATEMENTS  
ARE AVAILABLE BY REQUEST

PLEASE CONTACT  
DISTRICT ADMINISTRATOR TONI LUCERO

303-697-4413

tlucero@icfpd.net

Inter-Canyon Fire Protection District

100-106 First Bank Checking, Period Ending 02/28/2022

RECONCILIATION REPORT

Reconciled on: 03/01/2022

Reconciled by: kwood@icfpd.net

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	258,127.20
Checks and payments cleared (74).....	-128,341.80
Deposits and other credits cleared (12).....	45,659.61
Statement ending balance.....	<u>175,445.01</u>
Uncleared transactions as of 02/28/2022.....	-94,905.12
Register balance as of 02/28/2022.....	80,539.89

Details

Checks and payments cleared (74)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
12/14/2021	Bill Payment			-111.25
01/03/2022	Bill Payment			-15,026.45
01/10/2022	Bill Payment			-70.00
01/10/2022	Bill Payment			-44.50
01/21/2022	Bill Payment			-70.00
01/21/2022	Bill Payment			-70.00
01/21/2022	Bill Payment			-32.62
01/24/2022	Bill Payment			-70.00
01/24/2022	Bill Payment			-500.00
01/24/2022	Bill Payment			-6,343.90
01/24/2022	Bill Payment			-960.00
01/24/2022	Bill Payment			-549.50
01/24/2022	Bill Payment			-945.00
01/31/2022	Bill Payment			-258.00
01/31/2022	Bill Payment		I	-14,070.00
01/31/2022	Bill Payment			-566.00
01/31/2022	Bill Payment			-276.82
01/31/2022	Bill Payment			-70.00
01/31/2022	Bill Payment			-78.75
01/31/2022	Bill Payment			-382.50
01/31/2022	Bill Payment			-20.00
01/31/2022	Bill Payment			-10,220.00
02/07/2022	Expense			-3,082.41
02/07/2022	Expense			-10,428.11
02/08/2022	Bill Payment			-45.10
02/08/2022	Bill Payment			-28.02
02/08/2022	Bill Payment			-245.58
02/08/2022	Bill Payment			-469.01
02/08/2022	Bill Payment			-550.42
02/08/2022	Bill Payment			-150.00
02/08/2022	Bill Payment			-6,639.15
02/08/2022	Bill Payment			-1,036.50
02/08/2022	Bill Payment			-3,282.50
02/08/2022	Bill Payment			-957.93
02/08/2022	Bill Payment		I	-657.38
02/08/2022	Bill Payment			-38.75
02/08/2022	Bill Payment			-140.00
02/10/2022	Expense			-173.54
02/10/2022	Expense			-122.96
02/10/2022	Expense			-96.26
02/11/2022	Bill Payment			-322.63
02/11/2022	Bill Payment			-3,345.43

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
02/11/2022	Bill Payment			-550.80
02/11/2022	Bill Payment			-373.63
02/11/2022	Bill Payment			-4.30
02/11/2022	Bill Payment			-70.54
02/11/2022	Bill Payment			-13,603.25
02/11/2022	Bill Payment			-1,145.41
02/11/2022	Bill Payment			-40.14
02/11/2022	Bill Payment			-119.00
02/11/2022	Bill Payment			-78.75
02/11/2022	Bill Payment			-33.42
02/11/2022	Bill Payment			-4,450.00
02/18/2022	Bill Payment			-1,600.00
02/18/2022	Bill Payment			-49.00
02/18/2022	Bill Payment			-401.87
02/18/2022	Bill Payment		I	-109.80
02/18/2022	Expense			-10,430.50
02/18/2022	Expense			-3,047.88
02/18/2022	Bill Payment			-693.90
02/18/2022	Bill Payment			-286.00
02/18/2022	Expense			-324.40
02/23/2022	Expense			-46.98
02/24/2022	Expense			-5,188.45
02/25/2022	Expense			-90.73
02/25/2022	Expense			-96.98
02/25/2022	Expense			-235.22
02/25/2022	Expense			-821.67
02/25/2022	Expense			-1,057.56
02/25/2022	Expense			-247.47
02/28/2022	Check			-40.00
02/28/2022	Bill Payment			-70.00
02/28/2022	Bill Payment			-70.00
02/28/2022	Bill Payment			-417.18

**Total** -128,341.80

Deposits and other credits cleared (12)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/28/2022	Deposit		Deposit	13,897.70
02/03/2022	Deposit			178.55
02/10/2022	Deposit		Jefferson County	25,695.31
02/17/2022	Deposit			192.54
02/17/2022	Deposit		Deposit	2,898.97
02/18/2022	Deposit			496.43
02/23/2022	Deposit			358.73
02/23/2022	Deposit			502.25
02/24/2022	Deposit			768.60
02/24/2022	Deposit			375.29
02/24/2022	Deposit			171.13
02/25/2022	Deposit			124.11

**Total** 45,659.61

Inter-Canyon Fire Protection District

100-107 First Bank Savings, Period Ending 02/28/2022

RECONCILIATION REPORT

Reconciled on: 03/01/2022

Reconciled by: kwood@icfpd.net

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	11,264.38
Checks and payments cleared (0).....	0.00
Deposits and other credits cleared (1).....	0.09
Statement ending balance.....	<u>11,264.47</u>

Register balance as of 02/28/2022.....11,264.47

Details

Deposits and other credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
02/28/2022	Deposit	INTEREST		0.09
Total				0.09



Inter-Canyon Fire Protection District

100-105 ColoTrust Account, Period Ending 02/28/2022

RECONCILIATION REPORT

Reconciled on: 03/04/2022

Reconciled by: kwood@icfpd.net

Any changes made to transactions after this date aren't included in this report.

---

Summary

USD

Statement beginning balance.....	1,732,824.36
Checks and payments cleared (0).....	0.00
Deposits and other credits cleared (0).....	0.00
Statement ending balance.....	<u>1,732,824.36</u>

Register balance as of 02/28/2022.....1,732,824.36





# INTER CANYON FIRE PROTECTION DISTRICT

VHF SIMULCAST SYSTEM

JANUARY 10, 2022

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, Inc.  
7237 Church Ranch Blvd Suite 406  
Westminster, CO 80021

January 10, 2022

Skip Shirlaw  
Fire Chief  
Inter Canyon Fire Protection District  
7939 South Turkey Creek Road  
Morrison, CO 80465

RE: Motorola VHF Simulcast

Dear Chief Shirlaw:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Inter Canyon Fire Protection District with quality communications equipment and services. The Motorola project team has taken great care to propose a solution to provide unsurpassed value.

Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution provides the following:

- (1) Channel VHF, Analog, 3-site Simulcast at Station #4, Station #5, and Critchell
- (1) Receive only site at Hilldale
- Installation and Optimization Services.

This proposal includes this cover letter and is subject to the terms and conditions of the attached Communications System and Services Agreement ("CSSA"), together with its Exhibits.

This proposal shall remain valid for a period of 60 days from the date of this cover letter. Inter Canyon FPD may accept the proposal by delivering to Motorola the CSSA signed by an authorized customer signatory. Alternatively, Motorola would be pleased to address any concerns Inter Canyon FPD may have regarding the proposal. Any questions can be directed to Lisa Mansuetti, Senior Account Manager, at 720-441-9545.

We thank you for the opportunity to furnish Inter Canyon FPD with our communications 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.

Sincerely,  
MOTOROLA SOLUTIONS, INC.



Thomas Henderson  
Area Sales Manager

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SECTION 1

# SYSTEM DESCRIPTION

## 1.1 OVERVIEW

Motorola Solutions, Inc. (“Motorola”) is proposing a new VHF analog simulcast cell to Inter Canyon Fire Protection District (ICFPD). Adding this new VHF analog simulcast cell will give ICFPD improved coverage with existing channels and the new ICFPD channel. The VREDSW and DISPATCH channels will connect to the existing MLC 8000 VGUs. The new MLC 8000 VGU for ICFPD 1 will connect to the existing switch and CCGW at the site.

The new transmitter sites will be Critchell, ICFPD station 4, ICFPD station 5 and a receive-only site at Hilldale Pines. The Critchell site and ICFPD station 5 will consist of three (3) GTR 8000s for the Dispatch, VREDSW, and ICFPD 1 channels. These will connect to MLC 8000 comparators. These sites will also consist of two (2) routers, two (2) switches and one (1) TRAK 8835. The combiners and antenna systems will be provided by ICFPD.

The ICFPD station 4 will utilize existing equipment that is being moved from the Hilldale Pines site to station 4. The existing equipment being moved is two (2) GTRs and two (2) MLC 8000s. The new equipment that will be provide for this site will be one (1) GTR 8000, one (1) MLC 8000, one (1) TRAK, two (2) routers and two (2) switches. All this equipment will complete the station 4 site. The existing Comprod combiner will be expanded to accommodate the new channel by ICFPD. The antennas for this site will be provided by ICFPD.

There will be one (1) GPW 8000 installed at Hilldale Pines for the ICFPD channel 1. This will be installed in the existing cabinet that is installed at the site. This will be installed after the existing equipment is moved to Station 4. The antenna for the receiver will be provided by ICFPD.

All the GTR 8000 radios have the “power efficiency” and “fall back in simulcast cabinet repeat” options. These were requested to be added in to the proposal. It is recommended since the coverage of these new sites overlaps that the “fall back in simulcast cabinet repeat” option isn’t used as this could cause problems with coverage for the other sites. This option is best to be used with a single site where coverage isn’t overlapping.

As requested, Motorola has also included a backup control station for the new channel to connect to the existing CCGW at the Jeffcom center.

## 1.1.1 Proposed Sites/Frequencies

Below are the sites that are being proposed as provided by ICFPD.

Table 1-1 Proposed Sites

Proposed Sites			
Channel	Site	TX Frequency	RX Frequency
Dispatch	ICFPD Station 4, ICFPD Station 5, Critchell	157.45	N/A (paging)
ICFPD 1	ICFPD Station 4, ICFPD Station 5, Critchell	155.775	158.1900
VREDSW	ICFPD Station 4, ICFPD Station 5, Critchell	154.8075	159.045
ICFPD 1 RX	Hilldale Pines	N/A	158.1900

## 1.1.2 Proposed equipment

Below is the proposed equipment for each site.

- ICFPD Station 4
  - One (1) GTR 8000 (ICFPD 1)
  - One (1) MLC 8000 (ICFPD 1)
  - Two (2) GGM 8000s
  - Two (2) Aruba HP switches
  - Equipment being moved from Hilldale Pines
    - ◆ Two (2) GTR 8000s ( VREDSW and Dispatch)
    - ◆ Two (2) MLC 8000s (VREDSW and Dispatch)
    - ◆ One (1) TRAK 8835 and antenna
- ICFPD Station 5
  - Three (3) GTR 8000s (Dispatch, VREDSW, ICFPD 1)
  - Three (3) MLC 8000s (Dispatch, VREDSW, ICFPD 1)
  - Two (2) GGM 8000s
  - Two (2) Aruba HP switches
  - One (1) TRAK 8835
- Critchell
  - Three (3) GTR 8000s (Dispatch, VREDSW, ICFPD 1)
  - Three (3) MLC 8000s (Dispatch, VREDSW, ICFPD 1)
  - Two (2) GGM 8000s
  - Two (2) Aruba HP switches
  - One (1) TRAK 8835
- Hilldale Pines
  - One (1) GPW 8000 (ICFPD 1 RX only)
  - One (1) MLC 8000s (ICFPD 1 RX only)
  - One (1) GGM 8000s
  - One (1) Aruba HP switches
  - One (1) SAR-A backhaul router



### 1.1.3 Proposed System Drawings

Proposed system diagrams are located in section 2.

## 1.2 BACKHAUL REQUIREMENTS

The following are the minimum backhaul requirements. Site links are the responsibility of Inter Canyon Fire Protection District.

- Support QoS via Layer 2 (802.1p Priority) or Layer 3 (DSCP or ToS).
- Link Latency (one-way)- less than 40ms for MCC7500
- End to End Jitter- not to exceed 20ms or less
- Pack Loss –less than 0.1%
- Minimum Bandwidth- 0.7 Mbps

#### Bandwidths

The bandwidths referenced are the minimums that need to be provided to ensure performance of a fully utilized site. The port speed and/or internal backhaul network may need to be greater to ensure the jitter specification is met.

#### Tolerance to backhaul network congestion or outage

- Repeater Site Links (including IP Trunked Simulcast Prime): 900 milliseconds
- IP Trunk Simulcast Sub-Site Links: 300 milliseconds
- MCC7500 Console/NM Dispatch Site Links: 900 milliseconds

#### Latency

Latency or IP Packet Transfer Delay is defined per RFC 2681.

#### Jitter

The measurement method for jitter is based on RFC 3393 (Section 2.4) and ITU-T Recommendation Y.1541. RFC 3393 specifies the calculation of inter-packet delay variation (IPDV). ITU-T Y.1541 uses IPDV to calculate jitter. All jitter specifications are 99<sup>th</sup> percentile values. The jitter specification must apply when passing standard 1500 byte packets.

#### Packet Loss

This refers to “Type-P-One-Way-Packet-Loss” as defined in RFC 2680, section 2.4.

In context of audio for the ASTRO 25 network, reordered packets are also considered packet loss.

#### QoS mechanisms

Four QoS levels are recommended for optimal user experience, but at least 2 are required. The following QoS mechanisms are supported:

- Layer 3 (ToS or DSCP)
- Layer 2 (802.1p Priority)

NOTE: If use of IPv6 on Ethernet Site/Interzone links is desired, DSCP is the required mechanism.

## 1.3 GGM 8000 ROUTERS

The GGM8000 is End-of-Life and is no longer in production. Motorola Solutions has moved on to Juniper Routers solution. However, since the existing simulcast sites within the system are not equipped with Juniper routers, ICFPD will not be able to use the Juniper routers. Therefore, Motorola has included a total of seven (7) refurbished GGM8000 site routers covered under warranty. It is only with a corporate exception that such refurbished GGM8000 routers can be acquired from remaining stock. The acquisition of GGM8000 routers for this proposal does not suggest GGM8000 routers will be available for future site expansions. The use of GGM8000 as a conventional site gateway remains unaffected.

## 1.4 SYSTEM ASSUMPTIONS

### 1.4.1 System Assumptions

The following assumptions were made when designing the system:

- There is enough room in Station 4, Station 5, Critchell for the new equipment racks
- The cabinet at Hilldale Pines can account for the GPW, MLC, router, switch and backhaul router.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- All locations have sufficient power distribution systems and available circuits for the proposed equipment. The ICFPD shall be responsible for any required alterations or additions.
- It is assumed that there is enough room in existing racks for all new equipment.
- The frequency for the new channel must meet following criteria and if it doesn't it will require a change order for the quoted combining equipment:
  - Must be minimum 75KHz separated from existing transmitters (50KHz with 100 watt loads installed)
  - Must be have 1.5MHz guardband
  - Must have less than 2.5MHz of passband on the receive side.
- No civil work was proposed for this project.
- No backup power was provided for any sites.
- ICFPD will provide the backhaul between the sites, the backhaul requirements are in this proposal.
- ICFPD is responsible for the expansion of the Hilldale combiner being relocated to station 4 for the new channel. The existing combiner is already used for VREDSW and Dispatch.
- ICFPD will provide all antennas, lines, combiners and installation of said equipment. ICFPD has also removed Spectrum Fingerprinting services from this proposal. Due to these changes, Motorola will not perform any coverage verification test.
- Motorola is not responsible for any interference with any outside frequencies.
- Motorola suggests using two different antennas for Transmit and Receive antennas. For VHF there should be ~45dB separation between the two antennas. Motorola is not responsible for any interference because the antenna being used is the same for the Transmit and Receive. If issues are suspected during Motorola's simulcast site

optimization prompt assistance is expected to attempt to resolve any interference issues so optimization can be completed in a timely manner.

- No backup power or batteries were provided in this quote.
- Any site/location upgrades or modifications are a customer responsibility.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer, including any necessary FCC licensing.
- It is assumed that all backhaul equipment (routers or switches) will be provided by Inter Canyon Fire Protection District. Motorola's demark will be the GGM 8000 at the sites, Motorola will provide an Ethernet connections from the GGM router.
- There is no coverage guarantee in this proposal.
- Motorola is not responsible for the configuration of the JPS Ethernet adapter. Motorola's demark will be the MLC 8000.

## 1.5 PRELIMINARY COVERAGE DESIGN

### Coverage Design

The maps were provided in this proposal are Inbound and Outbound coverage for portable and mobile coverage, and are provided for informational purposes only. This coverage will change with the combining systems and antenna systems that ICFPD is providing. Motorola will not perform coverage testing.

## 1.6 COVERAGE ASSUMPTIONS

The following assumptions were made when running coverage:

- Predicted coverage represented in the provided maps is at 95% Covered Area Reliability as defined by Motorola Solutions' Coverage Standards.
- All the maps shown in the proposal are Roundtrip maps.
  - One (1) map is the new sites being proposed (Hilldale (RX only), Station 4, Station 5, Critchell)
  - One (1) map is the existing sites (Bear Mtn, Squaw Mtn, Lookout Mtn, Conifer Mtn, Devils head and Hilldale (site as it is existing right now with VREDSW and Dispatch))
  - One (1) map with all sites how it would be after implementation of the new sites.
- Coverage is based on the information that was provided by Pericle, ICFPD and site walks.
- Heights of the antennas are below

**Table 1-2 Antenna Heights**

Name	Latitude	Longitude	Antenna Height (ft)	Tower Height (ft)
Critchell	39.47028N	105.19814W	100	140
ICFR Station 5	39.52868N	105.23053W	60	80
ICFR Station 4	39.54556N	105.15256W	60	50
Hilldale Pines	39.53133N	105.22523W	40	40

- The ERPs for the new sites are below:
  - Critchell: 31.7 Watts
  - ICFPD Station 4: 100 Watts
  - ICFPD Station 5: 51.4 Watts
  - These were provided by ICFPD and Pericle



- The antenna used is RFI OA2020-41-DIN, this is used on the three (3) TX/RX sites, RFI antenna BA80-41-DIN was used for Hilldale RX only site.
  - If any changes are made to the antennas coverage may change from what is provided in this proposal.

## 1.7 COVERAGE MAPS

Coverage Maps are located in section 3.

## 1.8 EQUIPMENT INFORMATION

### 1.8.1 GTR 8000 Base Radio

The analog conventional GTR 8000 Base Radio provides the interface between mobile/subscriber radios that access the system and the rest of the Conventional system. It can transmit and receive over the air in the 700/800 MHz, UHF R1, UHF R2, and VHF frequency bands. The conventional GTR 8000 Base Radio supports an IP interface to carry payload (i.e., voice, data, and signaling) and control information as well as centralized Network Management fault and configuration information.

The GTR 8000 system is a feature-rich conventional system solution on the common-hardware G-series platform. The GTR 8000 Base Radios, GPW 8000 Receivers, and GRV 8000 Comparators can be used together or separately to build everything from a small, single repeater site to a large, countywide or statewide receiver-voting or simulcast conventional system. GTR 8000 can be configured for either base station or standalone repeater operation. GPW 8000 Receivers and GRV 8000 Comparators improve the inbound subscriber signal coverage and re-broadcast a quality improved composite signal respectively in simulcast or receiver voting systems. General purpose I/O offers 12 logic inputs and 12 logic outputs that can be programmed via the user friendly GTR 8000 Configuration Service Software (Windows® application) for a highly customized alarm reporting solution and station operation.

#### **SERVICE MADE EASY**

G-series site equipment has many features built in to support ease of service. Six basic modules create the entire G-series platform resulting in reduced spare parts inventory. Modules have front access to improve serviceability with hot-swap support to ensure channels are back on the air in minimum possible time. Standard Battery Revert and Charging capability is built into every G-series power supply. Integrating this capability eliminates the need for a large uninterrupted power supply and saves valuable site space. Software upgrades are more stable and performed with less downtime in the GTR 8000 base radio. One version of software can run actively while another version is downloading. Using a remote IP connection, the user can decide when to switch between the two versions of software allowing the system manager to prepare for software downloads.

#### 1.8.1.1 MLC 8000 Analog Comparator

The MLC 8000 is a versatile, compact product platform that allows gradual migration of analog voting/simulcast systems from circuit connectivity to IP networks. It provides analog



voting, simulcast, multicast, mixed-mode multicast, and mixed-mode voting functionality, giving maximum design flexibility for voting up to 16 sub-sites. The MLC 8000 supports two configurable analog voting modes:

- Vote & Hold—One audio resource is selected and maintained throughout the call.
- Continuous Voting—The MCL 8000 continues to sample all active audio resources for the best received audio signal.

### 1.8.1.2 GGM 8000 Gateway

The GGM 8000 core gateways provide routing control of audio, data, and network management traffic for devices that forward packets beyond their local LAN. The gateways replicate packets while achieving the fast access levels required by real-time voice systems.



**Figure 1-1: GGM 8000 Gateway—Provides routing control of audio, data, and network management traffic for devices that forward packets beyond their local LAN.**

### 1.8.1.3 TRAK 8835 Simulcast Site Reference

The equipment used to synchronize an Analog simulcast system is the TRAK 8835 which is a Global Positioning Satellite (GPS)–based frequency and time reference unit. This model incorporates a 12–channel GPS receiver, disciplined oscillator and time and frequency signal generation in a small form factor enclosure.

### 1.8.1.4 Site LAN Switch

The Site LAN Switch provides a LAN interface for site equipment and a LAN port for the site gateway. Through the switch, the service technicians gain access to service the site, and also access the system's Graphical User Interface (GUI).

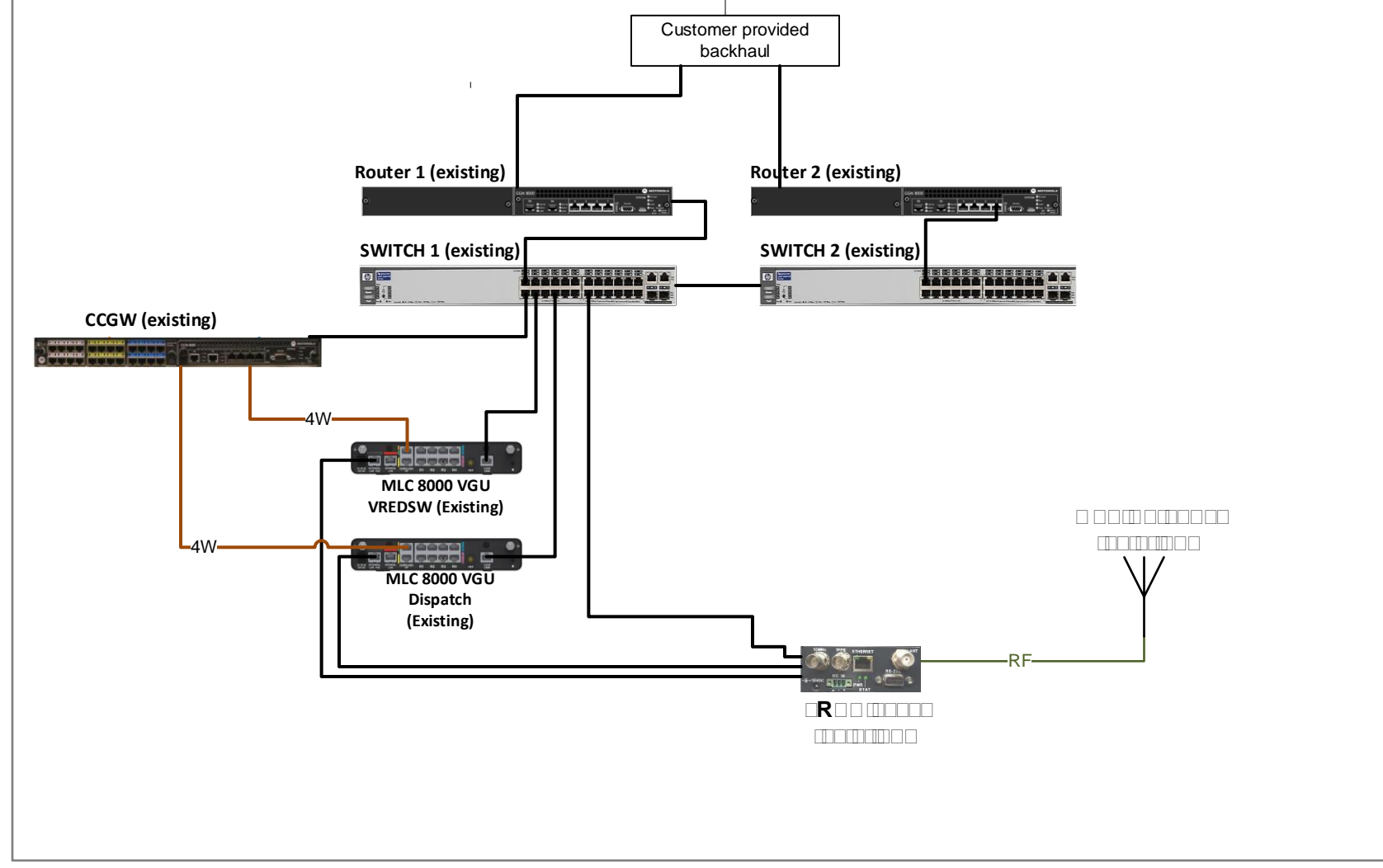
SECTION 2

# SYSTEM DIAGRAM

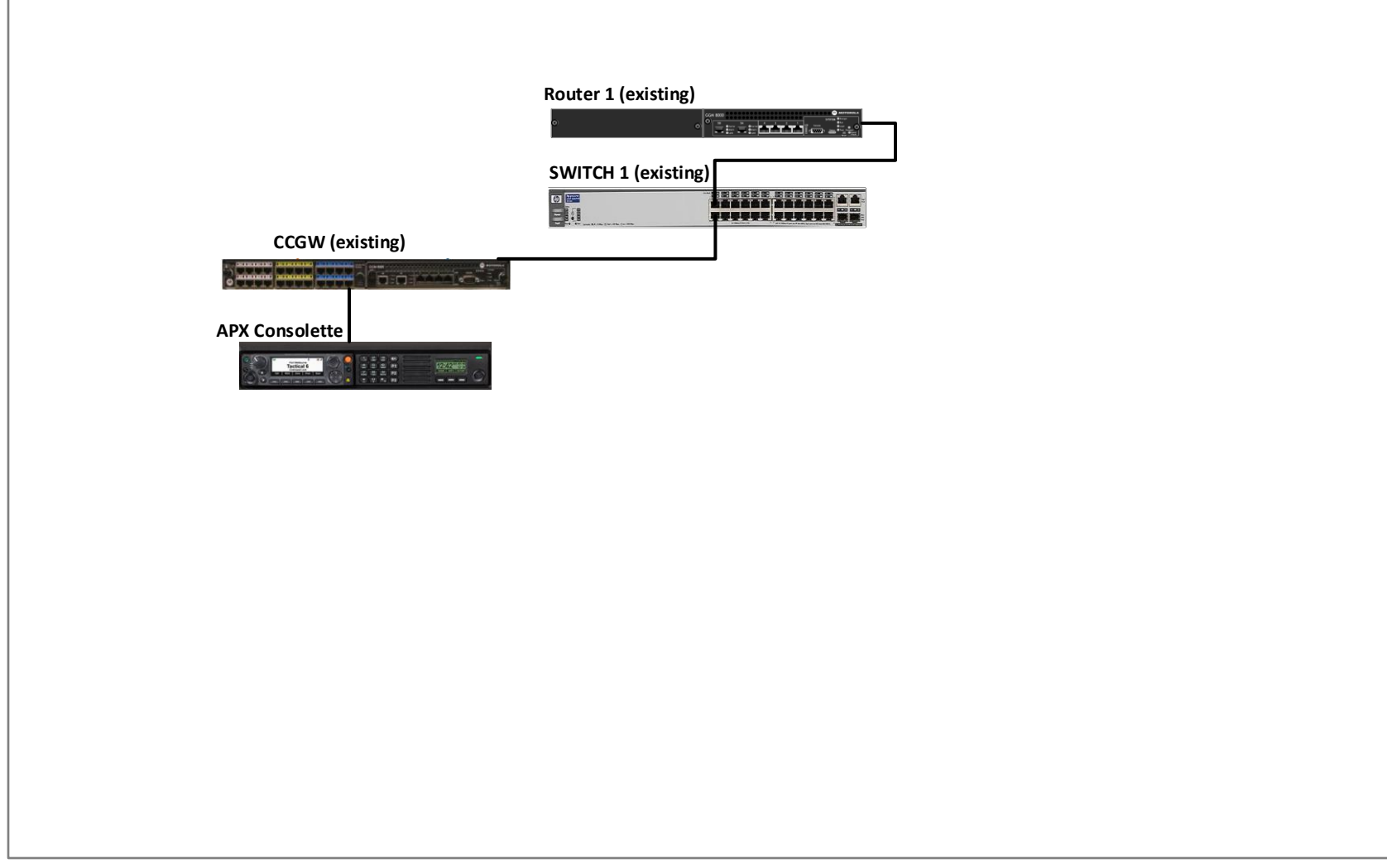
System Diagram is included on the page that follows.



Evergreen

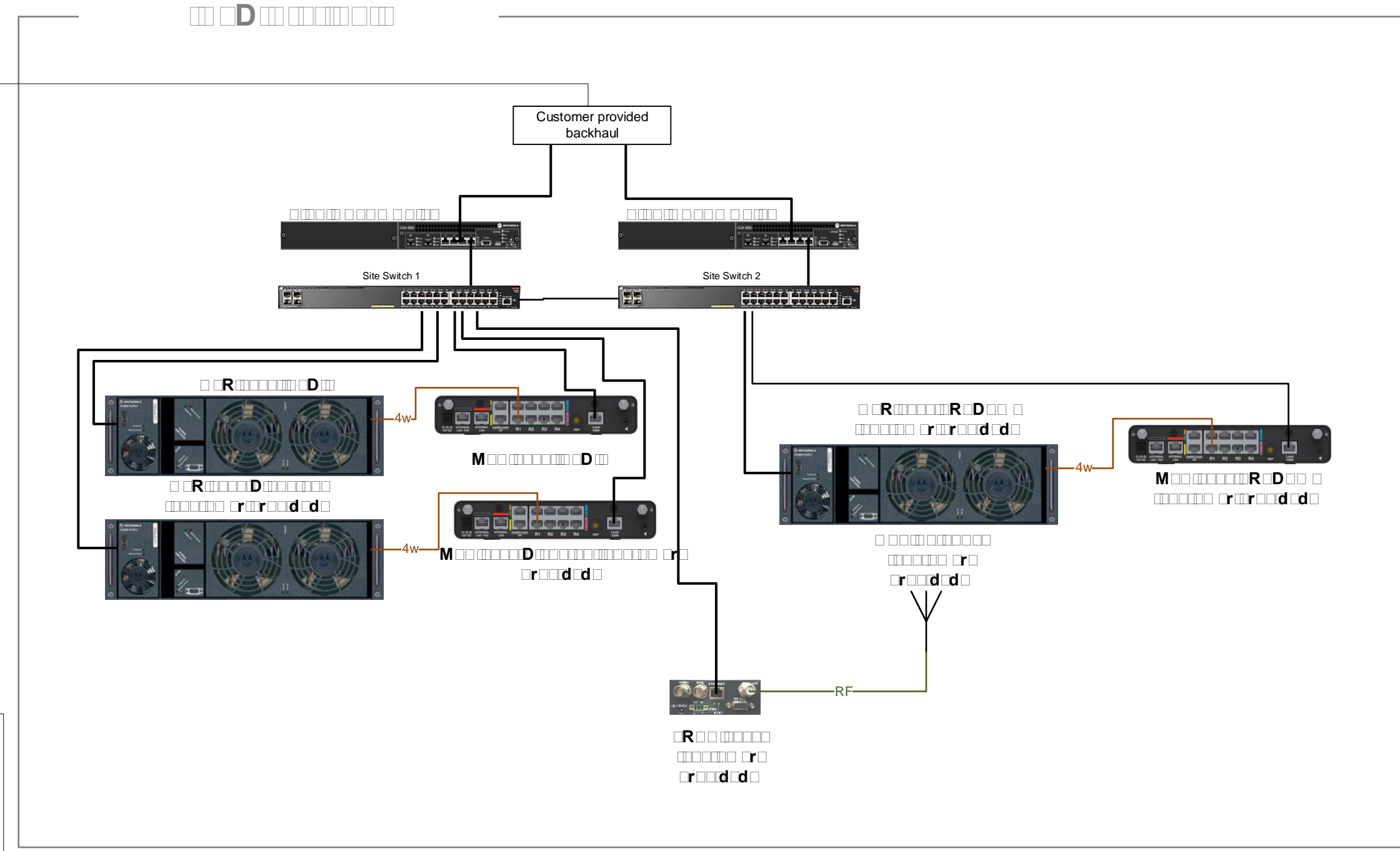


Evergreen

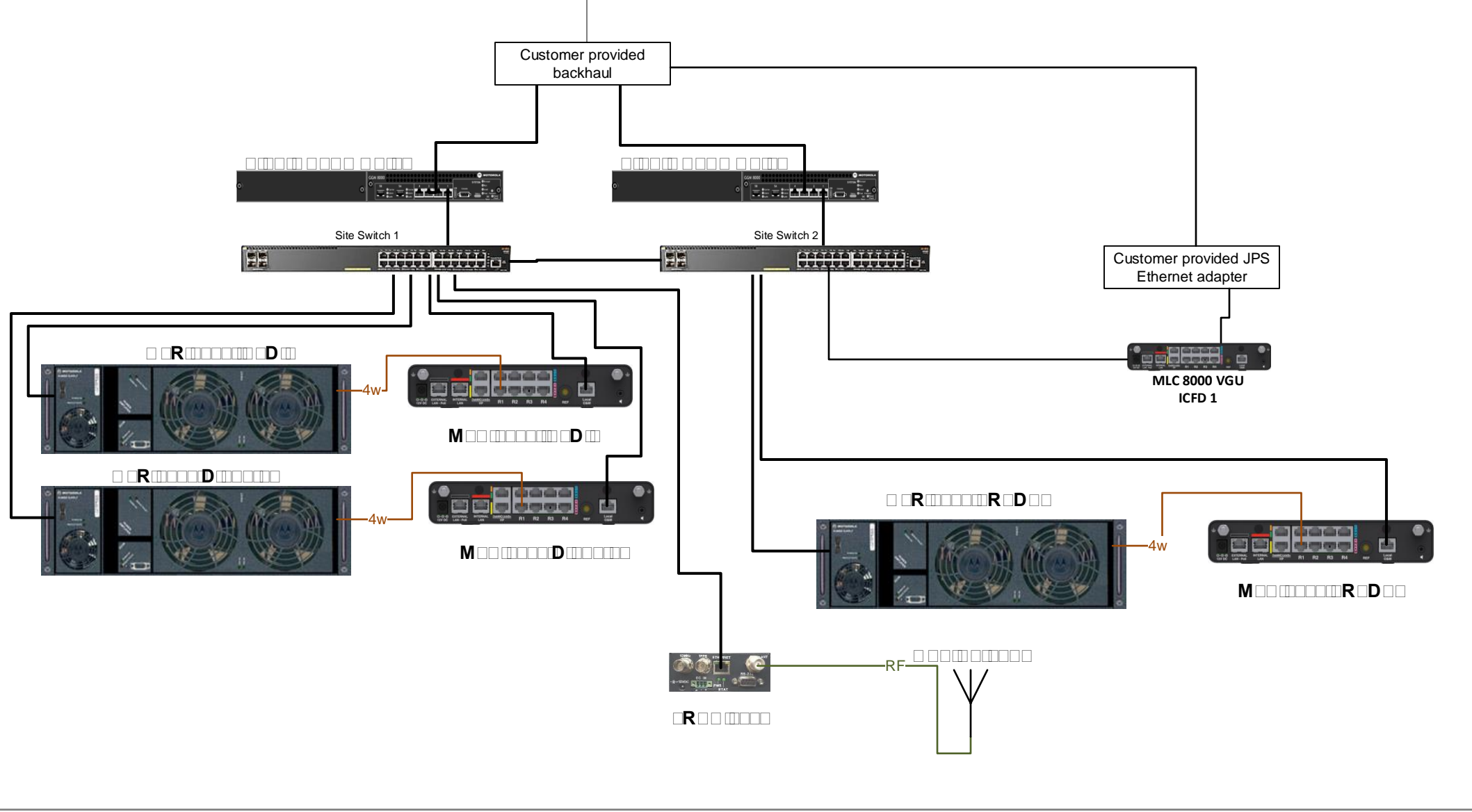


Customer Provided Network

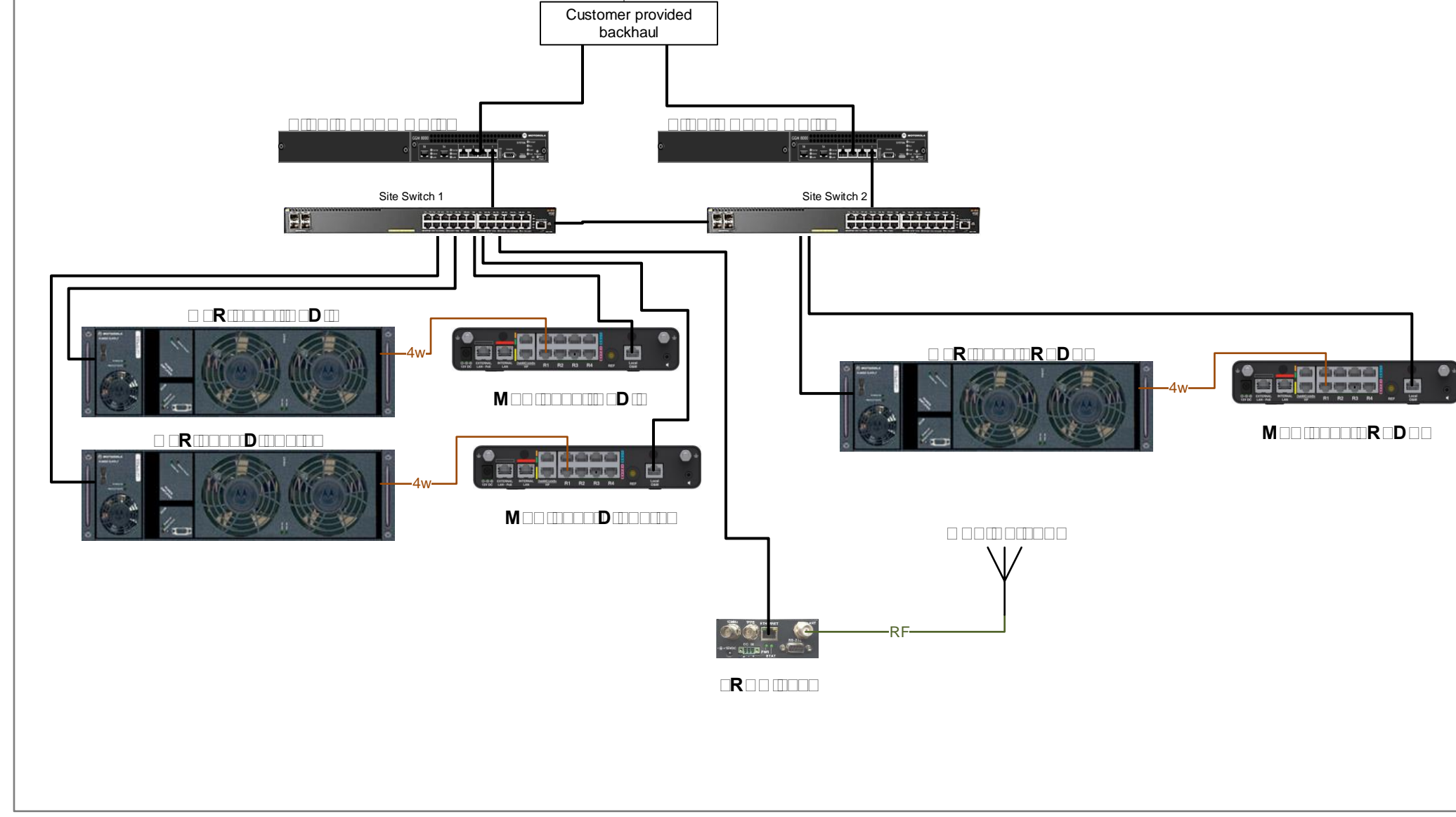
Customer Provided Network



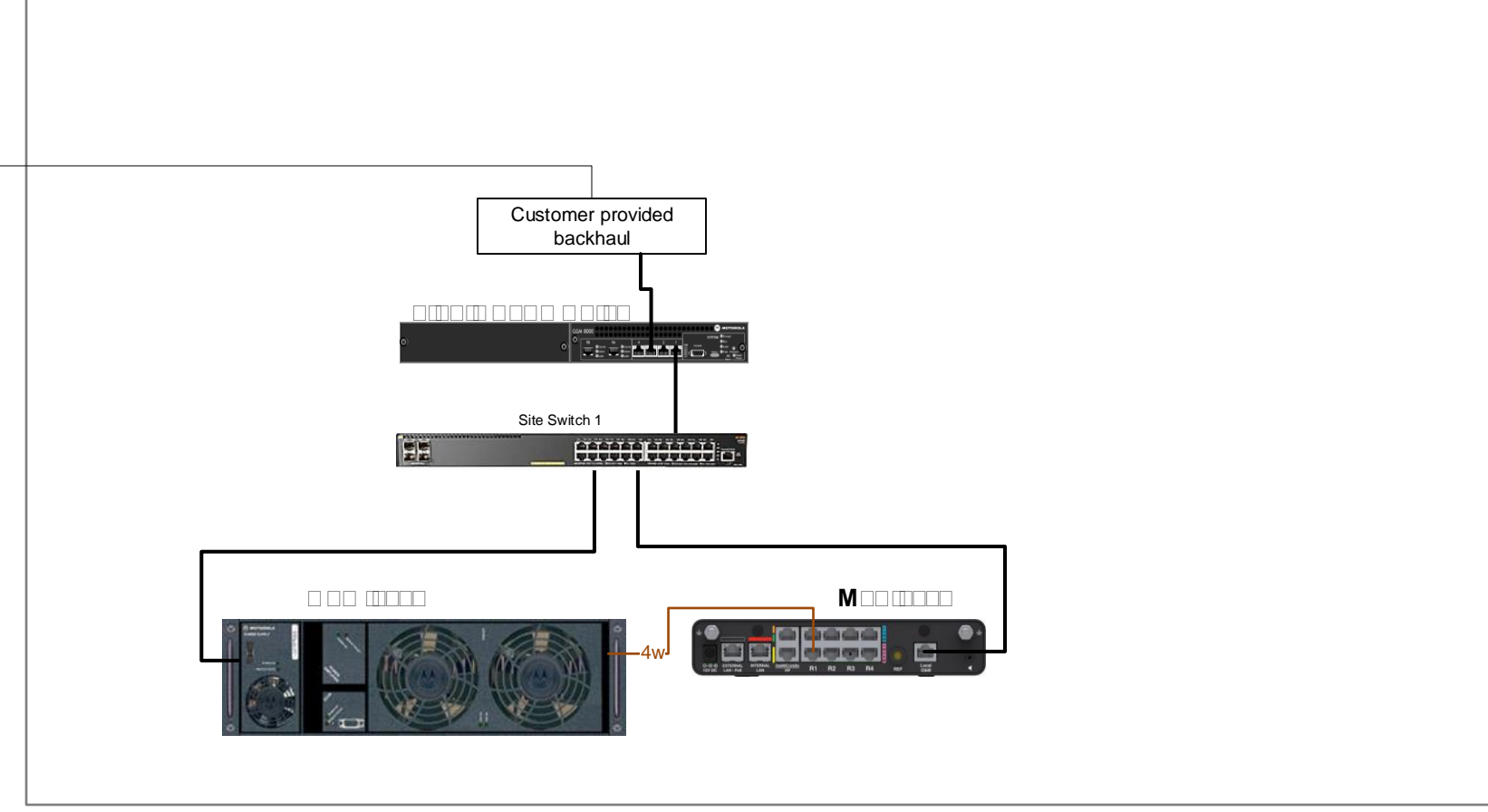
Customer Provided Network



Critchell



Customer Provided Network



Legend:

- d
- MW link MW
- 4-wire 4w
- Ethernet
- RF Transmission lines RF

MW Transmission lines  
 \*\* New Equipment Highlighted in yellow or in yellow font. All other equipment is existing.

\*\* Not to scale

SECTION 3

# COVERAGE MAPS

Coverage Maps are included in the pages that follow.





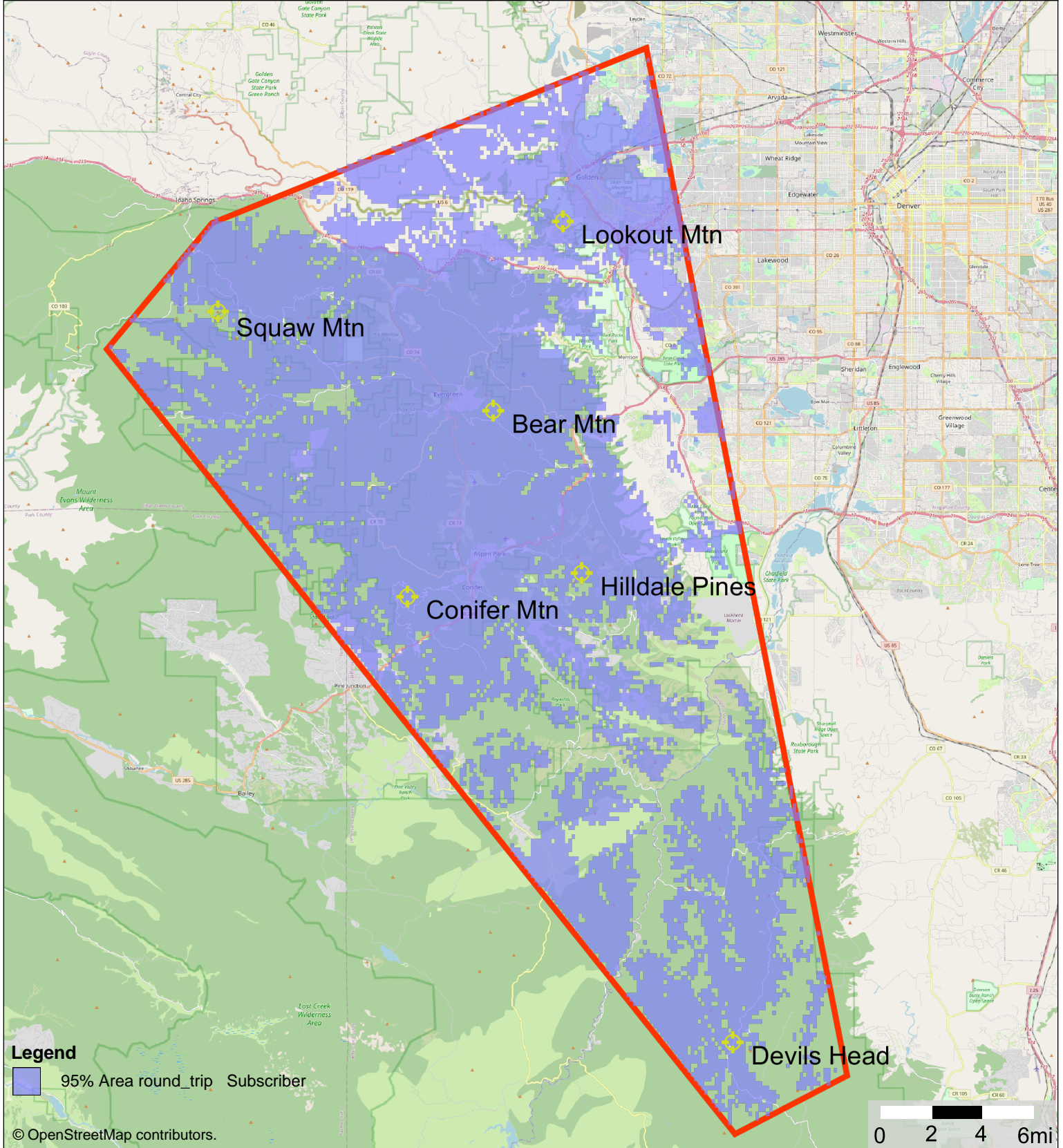


**MOTOROLA**  
SOLUTIONS

# ICFD 5 sites

Roundtrip Coverage

This map is a coverage estimate based upon the information provided and should be used for informational purposes only. This coverage estimate in no way constitutes a coverage guarantee and Motorola is not responsible for any deviation between the estimated and actual system performance



Printed: 11/09/2021  
System version: 2.8.10

Solution: Inter Canyon Fire Rescue  
Project: Inter Canyon

**APX 2000**  
**95% Reliability**

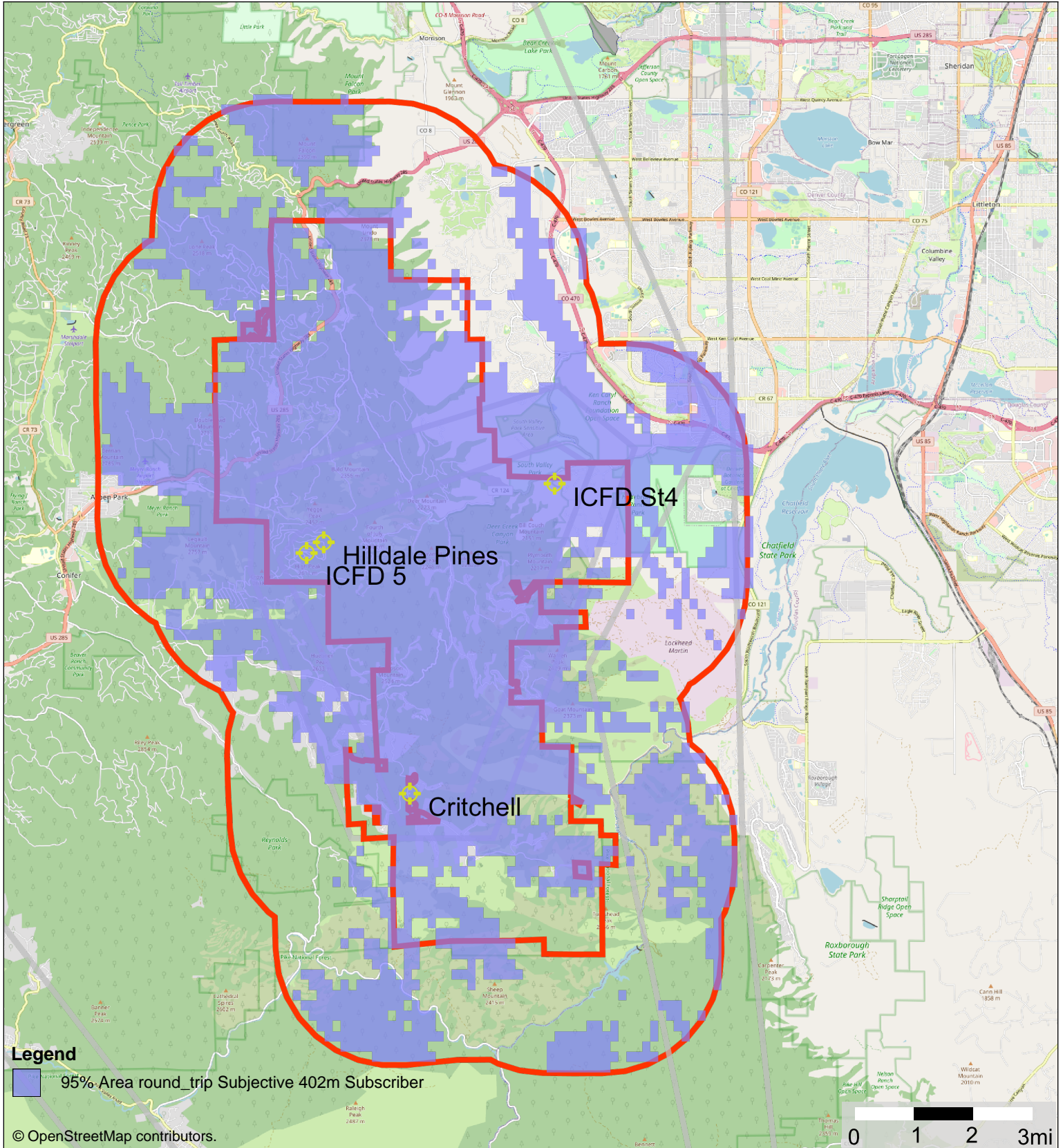


**MOTOROLA**  
SOLUTIONS

# ICFD 3 Sites 2 mile board

This map is a coverage estimate based upon the information provided and should be used for informational purposes only. This coverage estimate in no way constitutes a coverage guarantee and Motorola is not responsible for any deviation between the estimated and actual system performance.

Roundtrip



Printed: 11/09/2021  
System version: 2.8.11

Solution: Inter Canyon Fire Rescue  
Project: Inter Canyon

**APX 2000**  
**95% Reliability**

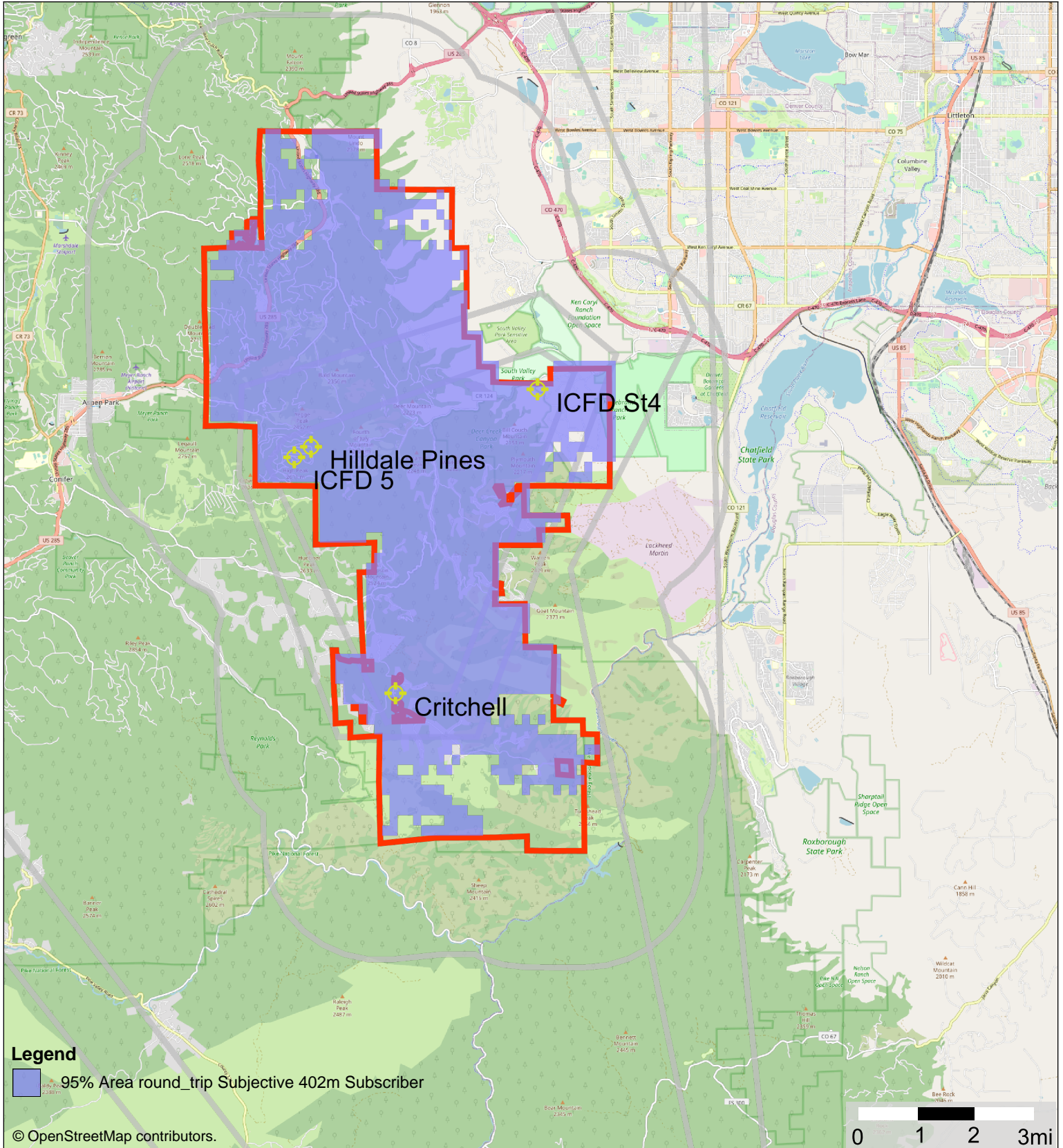


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# ICFD 3 Sites

This map is a coverage estimate based upon the information provided and should be used for informational purposes only. This coverage estimate in no way constitutes a coverage guarantee and Motorola is not responsible for any deviation between the estimated and actual system performance

Roundtrip



Printed: 11/09/2021  
System version: 2.8.11

Solution: Inter Canyon Fire Rescue  
Project: Inter Canyon

**APX 2000**  
**95% Reliability**

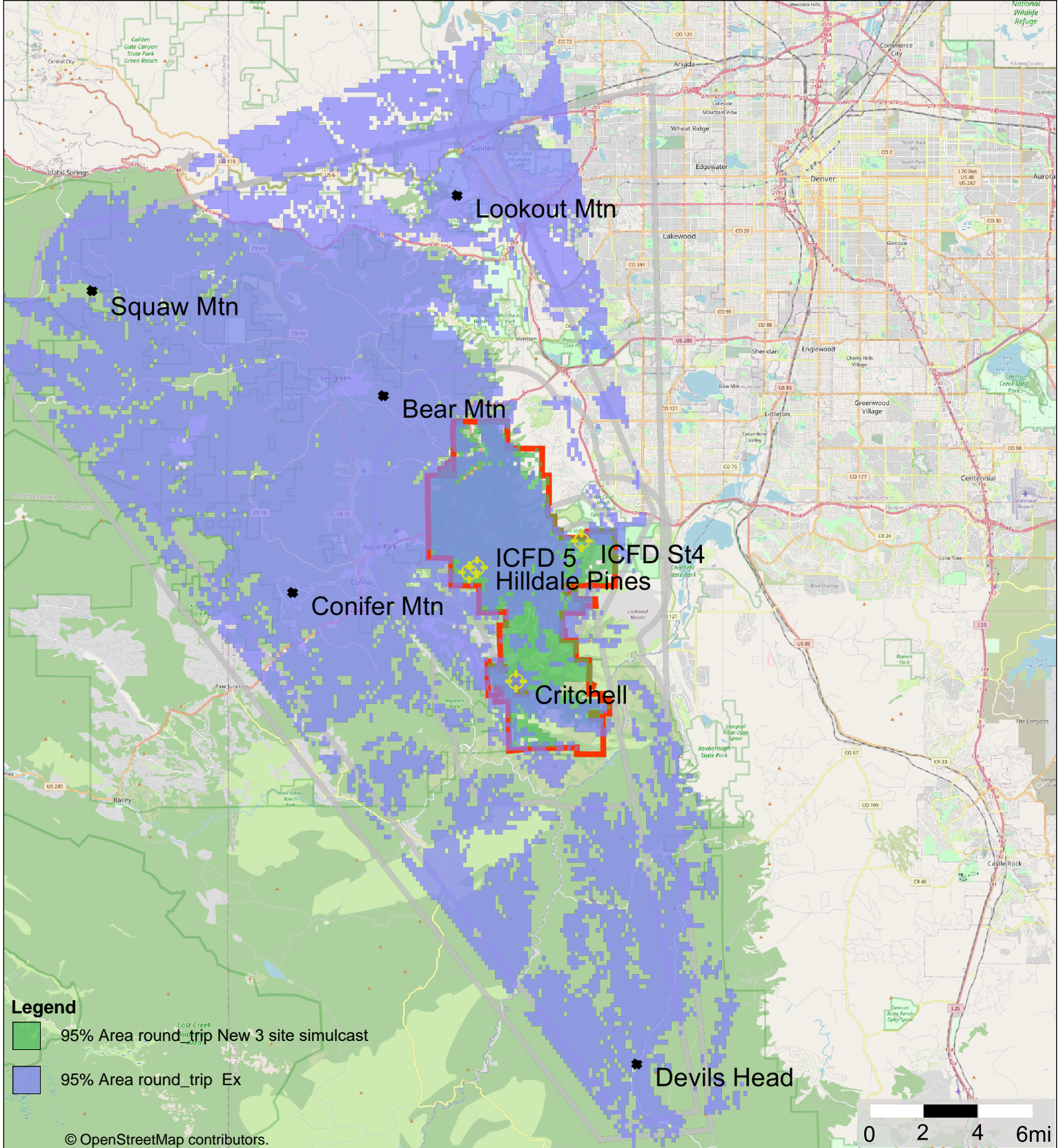


**MOTOROLA**  
SOLUTIONS

# ICFD 8 sites

Roundtrip

This map is a coverage estimate based upon the information provided and should be used for informational purposes only. This coverage estimate in no way constitutes a coverage guarantee and Motorola is not responsible for any deviation between the estimated and actual system performance



Printed: 11/09/2021  
System version: 2.8.11

Solution: Inter Canyon Fire Rescue  
Project: Inter Canyon

**APX 2000**  
**95% Reliability**

SECTION 4

# EQUIPMENT LIST

Table 4-1 Equipment List

SUB SYS ID	SUB SYS	QTY	NOMENCLATURE	DESCRIPTION
Evergreen Prime	MLC 8000	1	F2979	MLC 8000
Evergreen Prime	MLC 8000	1	VA00783AA	ADD: ANALOG CONVENTIONAL SIMULCAST
Evergreen Prime	MLC 8000	1	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADA
Evergreen Prime	MLC 8000	1	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABI
Evergreen Prime	BACKHAU L R	1	DSMW3HE11473BF	MOTOROLA 7705 SAR-A BUNDLE - SIMPLE
ICFPD Station 4	SITE ROUTE	1	SQM01SUM0205	GGM 8000 GATEWAY
ICFPD Station 4	SITE ROUTE	1	CA03656AA	GGM 8000 REFURB GATEWAY
ICFPD Station 4	SITE ROUTE	1	CA02108AA	ADD: DIRECT SHIP (NO STAGING)
ICFPD Station 4	SITE ROUTE	1	SQM01SUM0205	GGM 8000 GATEWAY
ICFPD Station 4	SITE ROUTE	1	CA03656AA	GGM 8000 REFURB GATEWAY
ICFPD Station 4	SITE ROUTE	1	CA02108AA	ADD: DIRECT SHIP (NO STAGING)
ICFPD Station 4	SWITCH	2	CLN1868	2930F 24-PORT SWITCH
ICFPD Station 4	MLC 8000	1	F2979	MLC 8000
ICFPD Station 4	MLC 8000	1	VA00783AA	ADD: ANALOG CONVENTIONAL SIMULCAST
ICFPD Station 4	MLC 8000	1	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADA
ICFPD Station 4	MLC 8000	1	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABI
ICFPD Station 4	ICFPD 1	1	T7039	GTR 8000 BASE RADIO
ICFPD Station 4	ICFPD 1	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
ICFPD Station 4	ICFPD 1	1	X530BG	ADD: VHF (136-174 MHZ)
ICFPD Station	ICFPD 1	1	CA01949AA	ADD: ANALOG ONLY CONV

4				SW
ICFPD Station 4	ICFPD 1	1	X265AM	BR PRESECTOR, 150-174 MHZ
ICFPD Station 4	ICFPD 1	1	X153AW	ADD: RACK MOUNT HARDWARE
ICFPD Station 4	ICFPD 1	1	CA01952AA	ADD: ANALOG CONVENTIONAL SIMULCAST
ICFPD Station 4	ICFPD 1	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
ICFPD Station 4	ICFPD 1	1	CA01503AA	ADD: FALL BACK IN SIMULCAST CABINET
ICFPD Station 4	RACK	1	TRN7343	SEVEN AND A HALF FOOT RACK
ICFPD Station 4	RACK	1	0310909C91	SCR LCK M6X1X13 STARPAN STL
ICFPD Station 4	RACK	20	3082000X12	CABLE, GROUND
ICFPD Station 4	RACK	1	3182602Y06	GROUNDING BUS BAR
ICFPD Station 4	RACK	4	0784469Y01	BRKT, RELAY RACK
Critchell	SITE ROUTE	1	SQM01SUM0205	GGM 8000 GATEWAY
Critchell	SITE ROUTE	1	CA03656AA	GGM 8000 REFURB GATEWAY
Critchell	SITE ROUTE	1	CA02108AA	ADD: DIRECT SHIP (NO STAGING)
Critchell	SITE ROUTE	1	SQM01SUM0205	GGM 8000 GATEWAY
Critchell	SITE ROUTE	1	CA03656AA	GGM 8000 REFURB GATEWAY
Critchell	SITE ROUTE	1	CA02108AA	ADD: DIRECT SHIP (NO STAGING)
Critchell	SWITCH	2	CLN1868	2930F 24-PORT SWITCH
Critchell	MLC 8000	3	F2979	MLC 8000
Critchell	MLC 8000	3	VA00783AA	ADD: ANALOG CONVENTIONAL SIMULCAST
Critchell	MLC 8000	3	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADA
Critchell	MLC 8000	3	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABI
Critchell	VREDSW	1	T7039	GTR 8000 BASE RADIO
Critchell	VREDSW	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
Critchell	VREDSW	1	X530BG	ADD: VHF (136-174 MHZ)

Critchell	VREDSW	1	CA01949AA	ADD: ANALOG ONLY CONV SW
Critchell	VREDSW	1	X265AM	BR PRESELCTOR, 150-174 MHZ
Critchell	VREDSW	1	X153AW	ADD: RACK MOUNT HARDWARE
Critchell	VREDSW	1	CA01952AA	ADD: ANALOG CONVENTIONAL SIMULCAST
Critchell	VREDSW	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
Critchell	VREDSW	1	CA01503AA	ADD: FALL BACK IN SIMULCAST CABINET
Critchell	ICFPD	1	T7039	GTR 8000 BASE RADIO
Critchell	ICFPD	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
Critchell	ICFPD	1	X530BG	ADD: VHF (136-174 MHZ)
Critchell	ICFPD	1	CA01949AA	ADD: ANALOG ONLY CONV SW
Critchell	ICFPD	1	X265AM	BR PRESELCTOR, 150-174 MHZ
Critchell	ICFPD	1	X153AW	ADD: RACK MOUNT HARDWARE
Critchell	ICFPD	1	CA01952AA	ADD: ANALOG CONVENTIONAL SIMULCAST
Critchell	ICFPD	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
Critchell	ICFPD	1	CA01503AA	ADD: FALL BACK IN SIMULCAST CABINET
Critchell	DISPATCH /P	1	T7039	GTR 8000 BASE RADIO
Critchell	DISPATCH /P	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
Critchell	DISPATCH /P	1	X530BG	ADD: VHF (136-174 MHZ)
Critchell	DISPATCH /P	1	CA01949AA	ADD: ANALOG ONLY CONV SW
Critchell	DISPATCH /P	1	X265AM	BR PRESELCTOR, 150-174 MHZ
Critchell	DISPATCH /P	1	X153AW	ADD: RACK MOUNT HARDWARE
Critchell	DISPATCH /P	1	CA01952AA	ADD: ANALOG CONVENTIONAL SIMULCAST
Critchell	DISPATCH /P	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
Critchell	DISPATCH /P	1	CA01503AA	ADD: FALL BACK IN SIMULCAST CABINET

Critchell	COMBINE R	1	DQCOMBINER	COMBINER
Critchell	TRAK	1	DSTRAK88358M	INFRASTRUCTURE EQUIPMENT, GPS CLOCK,
Critchell	TRAK	1	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
Critchell	TRAK	1	DSTRAKP002111	ENHANCED FILTER ANTENNA (N CONN) FO
Critchell	TRAK	1	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK
Critchell	RACK	1	TRN7342	SEVEN FOOT RACK
Critchell	RACK	1	0310909C91	SCR LCK M6X1X13 STARPAN STL
Critchell	RACK	20	3082000X12	CABLE, GROUND
Critchell	RACK	1	3182602Y06	GROUNDING BUS BAR
Critchell	RACK	4	0784469Y01	BRKT, RELAY RACK
ICFPD Station 5	SITE ROUTE	1	SQM01SUM0205	GGM 8000 GATEWAY
ICFPD Station 5	SITE ROUTE	1	CA03656AA	GGM 8000 REFURB GATEWAY
ICFPD Station 5	SITE ROUTE	1	CA02108AA	ADD: DIRECT SHIP (NO STAGING)
ICFPD Station 5	SITE ROUTE	1	SQM01SUM0205	GGM 8000 GATEWAY
ICFPD Station 5	SITE ROUTE	1	CA03656AA	GGM 8000 REFURB GATEWAY
ICFPD Station 5	SITE ROUTE	1	CA02108AA	ADD: DIRECT SHIP (NO STAGING)
ICFPD Station 5	SWITCH	2	CLN1868	2930F 24-PORT SWITCH
ICFPD Station 5	MLC 8000	3	F2979	MLC 8000
ICFPD Station 5	MLC 8000	3	VA00783AA	ADD: ANALOG CONVENTIONAL SIMULCAST
ICFPD Station 5	MLC 8000	3	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADA
ICFPD Station 5	MLC 8000	3	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABI
ICFPD Station 5	VREDSW	1	T7039	GTR 8000 BASE RADIO
ICFPD Station 5	VREDSW	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
ICFPD Station 5	VREDSW	1	X530BG	ADD: VHF (136-174 MHZ)
ICFPD Station	VREDSW	1	CA01949AA	ADD: ANALOG ONLY CONV



5				SW
ICFPD Station 5	VREDSW	1	X265AM	BR PRESELCTOR, 150-174 MHZ
ICFPD Station 5	VREDSW	1	X153AW	ADD: RACK MOUNT HARDWARE
ICFPD Station 5	VREDSW	1	CA01952AA	ADD: ANALOG CONVENTIONAL SIMULCAST
ICFPD Station 5	VREDSW	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
ICFPD Station 5	VREDSW	1	CA01503AA	ADD: FALL BACK IN SIMULCAST CABINET
ICFPD Station 5	ICFPD	1	T7039	GTR 8000 BASE RADIO
ICFPD Station 5	ICFPD	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
ICFPD Station 5	ICFPD	1	X530BG	ADD: VHF (136-174 MHZ)
ICFPD Station 5	ICFPD	1	CA01949AA	ADD: ANALOG ONLY CONV SW
ICFPD Station 5	ICFPD	1	X265AM	BR PRESELCTOR, 150-174 MHZ
ICFPD Station 5	ICFPD	1	X153AW	ADD: RACK MOUNT HARDWARE
ICFPD Station 5	ICFPD	1	CA01952AA	ADD: ANALOG CONVENTIONAL SIMULCAST
ICFPD Station 5	ICFPD	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
ICFPD Station 5	ICFPD	1	CA01503AA	ADD: FALL BACK IN SIMULCAST CABINET
ICFPD Station 5	DISPATCH /P	1	T7039	GTR 8000 BASE RADIO
ICFPD Station 5	DISPATCH /P	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
ICFPD Station 5	DISPATCH /P	1	X530BG	ADD: VHF (136-174 MHZ)
ICFPD Station 5	DISPATCH /P	1	CA01949AA	ADD: ANALOG ONLY CONV SW
ICFPD Station 5	DISPATCH /P	1	X265AM	BR PRESELCTOR, 150-174 MHZ
ICFPD Station 5	DISPATCH /P	1	X153AW	ADD: RACK MOUNT HARDWARE
ICFPD Station 5	DISPATCH /P	1	CA01952AA	ADD: ANALOG CONVENTIONAL SIMULCAST
ICFPD Station 5	DISPATCH /P	1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
ICFPD Station	DISPATCH	1	CA01503AA	ADD: FALL BACK IN

5	/P			SIMULCAST CABINET
ICFPD Station 5	COMBINE R	1	DQCOMBINER	COMBINER
ICFPD Station 5	TRAK	1	DSTRAK88358M	INFRASTRUCTURE EQUIPMENT,GPS CLOCK,
ICFPD Station 5	TRAK	1	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
ICFPD Station 5	TRAK	1	DSTRAKP002111	ENHANCED FILTER ANTENNA (N CONN) FO
ICFPD Station 5	TRAK	1	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK
ICFPD Station 5	RACK	1	TRN7343	SEVEN AND A HALF FOOT RACK
ICFPD Station 5	RACK	1	0310909C91	SCR LCK M6X1X13 STARPAN STL
ICFPD Station 5	RACK	20	3082000X12	CABLE, GROUND
ICFPD Station 5	RACK	1	3182602Y06	GROUNDING BUS BAR
ICFPD Station 5	RACK	4	0784469Y01	BRKT,RELAY RACK
Hilldale Pines	SITE ROUTE	1	SQM01SUM0205	GGM 8000 GATEWAY
Hilldale Pines	SITE ROUTE	1	CA03656AA	GGM 8000 REFURB GATEWAY
Hilldale Pines	SITE ROUTE	1	CA02108AA	ADD: DIRECT SHIP (NO STAGING)
Hilldale Pines	SWITCH	2	CLN1868	2930F 24-PORT SWITCH
Hilldale Pines	MLC 8000	1	F2979	MLC 8000
Hilldale Pines	MLC 8000	1	VA00783AA	ADD: ANALOG CONVENTIONAL SIMULCAST
Hilldale Pines	MLC 8000	1	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADA
Hilldale Pines	MLC 8000	1	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABI
Hilldale Pines	GPW 8000	1	T7540	GPW 8000 RECEIVER
Hilldale Pines	GPW 8000	1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
Hilldale Pines	GPW 8000	1	X530BH	ADD: VHF (136-174 MHZ)
Hilldale Pines	GPW 8000	1	CA01949AB	ADD: ANALOG ONLY CONV SW R/X ONLY
Hilldale Pines	GPW 8000	1	X153AW	ADD: RACK MOUNT HARDWARE
Hilldale Pines	GPW 8000	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18

Jeffcom	CONSOLE TTE	1	L37TSS9PW1 N	ALL BAND CONSOLETTTE
Jeffcom	CONSOLE TTE	1	GA05507	DEL: DELETE 7/800MHZ BAND
Jeffcom	CONSOLE TTE	1	GA05509	DEL: DELETE UHF BAND
Jeffcom	CONSOLE TTE	1	W12	ADD: RF PREAMP
Jeffcom	CONSOLE TTE	1	G90	ADD: NO MICROPHONE NEEDED
Jeffcom	CONSOLE TTE	1	G51	ENH: SMARTZONE OPERATION APX
Jeffcom	CONSOLE TTE	1	L999	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU
Jeffcom	CONSOLE TTE	1	CA01598	ADD: AC LINE CORD US
Jeffcom	CONSOLE TTE	1	G78	ADD: 3Y ESSENTIAL SERVICE
Jeffcom	CONSOLE TTE	1	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIAN
Jeffcom	CONSOLE TTE	1	G241	ENH: SOFTWARE ASTRO READY (ANALOG)
Jeffcom	CONSOLE TTE	1	HKN6184C	CABLE CH, PROGRAMMING,USB
Jeffcom	CONSOLE TTE	1	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT
Jeffcom	CONSOLE TTE	1	DSCD29138166MVA 2	VHF CONTROL STATION ANTENNA, 2DBD,
Jeffcom	CONSOLE TTE	180	DSEC550A	COAXIAL CABLE, "A" SERIES 7/8 IN 50
Jeffcom	CONSOLE TTE	1	DS716F50V78N1	CONNECTOR, 7/16 DIN FEMALE INTERFAC
Jeffcom	CONSOLE TTE	1	DS716M50V78N1	CONNECTOR, 7/16 DIN MALE INTERFACE
Jeffcom	CONSOLE TTE	1	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
Jeffcom	CONSOLE TTE	1	DSHG78	HG-78, LACE-UP HOISTING GRIP FOR 7/
Jeffcom	CONSOLE TTE	5	DSGKC78	CLIP ON GROUND KIT FOR 7/8" CABLES,
Jeffcom	CONSOLE TTE	1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH P
Jeffcom	CONSOLE TTE	1	DQBFN	MOUNTING KIT FOR SUPPRESSORS
Jeffcom	CONSOLE TTE	1	DS716M50B12X	CONNECTOR, 7/16 DIN MALE INTERFACE



Jeffcom	CONSOLE TTE	25	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM
Jeffcom	CONSOLE TTE	1	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4
Jeffcom	CONSOLE TTE	30	DSEC150HF	COAXIAL CABLE, 1/4" HIFLEX, 50 OHM
Jeffcom	CONSOLE TTE	4	DSNM50BL14X	CONNECTOR, N MALE RIGHT ANGLE INTER
Spares	Router	1	SQM01SUM0205	GGM 8000 GATEWAY
Spares	Router	1	CA03656AA	GGM 8000 REFURB GATEWAY
Spares	Router	1	CA02108AA	ADD: DIRECT SHIP (NO STAGING)
Spares	Router	1	SQM01SUM0205	GGM 8000 GATEWAY
Spares	Router	1	CA03656AA	GGM 8000 REFURB GATEWAY
Spares	Router	1	CA02108AA	ADD: DIRECT SHIP (NO STAGING)
Spares	Switch	1	CLN1868	2930F 24-PORT SWITCH
Spares	TRAK	1	DSTRAK88358M	INFRASTRUCTURE EQUIPMENT,GPS CLOCK, 10MHZ, DOCXO, 48VDC INCL ANT,100F
Spares	TRAK	1	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
Spares	TRAK	1	DSTRAKP002111	ENHANCED FILTER ANTENNA (N CONN) FOR TRAK 9100 AND 8835
Spares	GTR Spares	1	DLN6781	FRU: POWER SUPPLY
Spares	GTR Spares	1	DLN6898	FRU: FAN MODULE
Spares	GTR Spares	1	DLN6897	FRU: PA VHF
Spares	GTR Spares	1	DLN6892	FRU: XCVR VHF V2

SECTION 5

# STATEMENT OF WORK

## 5.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to Inter Canyon Fire Protection District (ICFPD) District. The tasks described herein will be performed by Motorola Solutions, its subcontractors, and ICFPD 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 Customer during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola Solutions and Customer.
- The qualifications and 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, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

Motorola Solutions has provided the VHF Simulcast for ICFPD Channel 1, and expanded the VREDSW and Dispatch channels from the JCMARS simulcast. Motorola has quoted this proposal per the RFQ requirements and customer requested scope changes, and as detailed in the system description.

## 5.2 ASSUMPTIONS

Motorola Solutions has based the system design on information provided by ICFPD 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 ICFPD, 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.

- 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 ICFPD system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Tower modifications project is to be completed by customer prior to the Installation of equipment provided in this proposal.
- Microwave project is to be completed by customer prior to the Installation of equipment provided in this proposal.

- ICFPD is providing backhaul router interface between the customer-provided microwave and the Motorola network equipment. This equipment must be in place prior to link testing.
- ICFPD is providing all antennas, lines, and tower installation work. All equipment must be installed and tested prior to RF equipment installation.
- The Motorola team will not mobilize until the site work, tower work, and microwave work are all complete. Once the site is fully prepared for installation of Motorola provided equipment, the Motorola team will visit the site, and complete the required work to install, optimize and test the new equipment provided as part of this proposal (see equipment list section).
- At the Station 4 site, the existing Comprod combiner will be expanded to accommodate the new ICFPD Channel 1 by ICFPD. This combiner expansion is the responsibility of the customer, and should be in place before equipment is relocated to Station 4.
- At the remaining sites, ICFPD is providing all combining equipment. Motorola Solutions will rack the equipment along with the Motorola-provided equipment if the equipment is on site before the RF equipment is scheduled for installation. Motorola will not make a separate trip for installation, and if a separate trip is required, a Change Order is necessary.
- Ethernet backhaul exists as implemented by ICFPD, and Motorola Solutions can perform link tests prior to installation commencement.
- ICFPD will supply all primary power. Motorola Solutions assumes that the existing electrical panels at each site have load and breaker capacity for the new equipment being provided.
- ICFPD is providing backup power (UPS and Generators) as specified in the RFQ document.
- ICFPD will ensure that the power provided is brought directly to the racks prior to installation of Motorola provided equipment.
- ICFPD will provide a ground bus bar installed in each rack or cabinet where Motorola is to install equipment.
- No subscriber modifications or programming are included in this proposal
- No training is included in this proposal.
- ICFPD is responsible for frequencies and frequency licensing for this proposal.
- Tower space exists in the prescribed locations provided by the RFQ document.
- Motorola Solutions makes no guarantee of coverage provided by the simulcast cell.
- All existing site resources are operational and in good condition. No modifications to existing site resources are included.
- All sites are accessible via four-wheel drive vehicle. Any other requirements for site access will be additional cost.
- Tower placement for antennas has been specified by the RFQ. In some cases, the designated placement does not allow for ideal separation between VHF antennas. Customer is responsible for any interference mitigation should interference be found as an issue during implementation of this project. Interference mitigation will occur in a timely fashion to support the required schedule. Any modifications to the schedule must be agreed upon between Motorola and the customer. Motorola takes no responsibility for interference, interference mitigation, or schedule impact due to either.
- All existing resources have been installed in a manner that meets current R56 standards.
- ICFPD will provide Type 1 and Type 2 surge suppression for the equipment rooms, per R56 requirements.



- Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

**Table 5-1 Task Table**

Tasks	Motorola Solutions	Customer
<b>PROJECT INITIATION</b>		
<b>Contract Finalization and Team Creation</b>		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
<b>Project Administration</b>		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
<b>Project Kickoff</b>		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
<b>Design Review</b>		
Review the Customer's operational requirements.	X	X

Tasks	Motorola Solutions	Customer
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
<b>SITE PREPARATION AND DEVELOPMENT</b>		
<b>Site Access</b>		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is		X



Tasks	Motorola Solutions	Customer
available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
<b>Site Planning</b>		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.		X
Perform structural analysis of towers, rooftops, or other structures to confirm that they are capable of supporting proposed and future antenna loads.	X	
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Conduct one three-point ground resistance test of each site.	X	
Ensure that required rack space is available for installation of the new equipment.		X
Deliverable: Information and permitting requirements completed at each site.		
<b>General Facility Improvements</b>		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X

Tasks	Motorola Solutions	Customer
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		
<b>SYSTEM INSTALLATION</b>		
<b>Equipment Order and Manufacturing</b>		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
<b>Equipment Shipment and Storage</b>		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
<b>General Installation</b>		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone		X



Tasks	Motorola Solutions	Customer
circuits, microwave links, or other types of connectivity.		
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
<b>Antenna and Transmission Line Installation</b>		
Install antennas, including supplying and installing new side arm mounts		X
Coordinate tower crew with Motorola ST to conduct antenna and line sweeps		X
Install transmission lines required for system.		X
Provide structure penetrations for transmission equipment (e.g. antennas & microwave line.).		X
Install microwave waveguide and lines, as applicable.		X
Perform sweep tests on transmission lines.	X	
Provide and install attachment hardware for supporting transmission lines on antenna support structure.		X
Supply and install ground buss bar at the bottom of each antenna support structure.		X
Deliverable: Antenna and Transmission Line installed.		
<b>Remote Site Installation and Configuration</b>		
Install fixed equipment contained in the equipment list and system description.	X	
Provide backhaul connectivity and associated equipment for all sites to meet latency, jitter and capacity requirements.		X
Verify site link performance, prior to the interconnection of the solution equipment to the link equipment.	X	
Integrate the RF sites into the system to ensure proper operation.	X	
Deliverable: Remote site equipment installation completed.		

Tasks	Motorola Solutions	Customer
<b>Console Installation and Configuration</b>		
Provide the locations of console at Jeffcom.		X
Survey mounting locations and develop console installation plan.	X	
Provide adequate space, grounding, and power for the console installation.		X
Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.	X	
Provide an elevated antenna mounting location, and adequate feed-line routing and support.		X
Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).		X
Install console identified in the equipment list.	X	
Perform console programming.	X	
Deliverable: Console equipment installation completed.		
<b>SYSTEM OPTIMIZATION AND TESTING</b>		
<b>R56 Site Audit</b>		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
<b>Solution Optimization</b>		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
<b>Functional Acceptance Testing</b>		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X

Tasks	Motorola Solutions	Customer
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
<b>PROJECT TRANSITION</b>		
<b>Transition to Warranty</b>		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
<b>Finalize Documentation and System Acceptance</b>		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> <li>▪ Site Block Diagrams.</li> <li>▪ Site Floor Plans.</li> <li>▪ Site Equipment Rack Configurations.</li> <li>▪ Antenna Network Drawings for RF Sites (where applicable).</li> <li>▪ ATP Test Checklists.</li> <li>▪ Functional Acceptance Test Plan Test Sheets and Results.</li> <li>▪ Equipment Inventory List.</li> <li>▪ Console Programming Template (where applicable).</li> <li>▪ Maintenance Manuals (where applicable).</li> <li>▪ Technical Service Manuals (where applicable).</li> </ul> Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X



Tasks	Motorola Solutions	Customer
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

SECTION 6

# ACCEPTANCE TEST PLAN

## Radio to Radio Features

### Conventional Radio Resource Call - Clear Mode

#### 1. DESCRIPTION

Subscribers can communicate to each other through a repeater that is selected via the channel selector on the individual radio.

The signals that are received from the subscriber radio are repeated so that other radios on that channel will be able to hear and participate in the conversation.

#### SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1  
RADIO-1 - CONVSITE 1  
RADIO-2 - CONVENTIONAL CHANNEL 1  
RADIO-2 - CONVSITE 1

VERSION #1.050

#### 2. TEST

- Step 1. Initiate a CONVENTIONAL CHANNEL 1 call on RADIO-1.
- Step 2. Verify RADIO-2 can monitor and respond to the call on CONVENTIONAL CHANNEL 1.
- Step 3. Initiate a CONVENTIONAL CHANNEL 1 call on RADIO-2.
- Step 4. Verify RADIO-1 can monitor and respond to the call on CONVENTIONAL CHANNEL 1.
- Step 5. Repeat above tests for each repeater channel.

Pass\_\_\_\_ Fail\_\_\_\_



## Radio to Radio Features

# Conventional Radio Scan

### 1. DESCRIPTION

A subscriber can be programmed to scan through a list of conventional frequencies and lock on to one that has activity. This allows a user to monitor multiple frequencies at one time.

This scan will cycle through its list and if activity is detected, will change to that personality for the duration of the transmission. After the transmission ends and after a preset hang time, the subscriber reverts to its home channel.

### SETUP

RADIO-1 - SITE 1 (SCANNING)  
RADIO-2 - SITE 2

RADIO-1 must have SITE 1 and SITE 2 in its active scan list.

**VERSION #1.070**

### 2. TEST

- Step 1. Verify that on RADIO-1 scan is enabled.
- Step 2. From RADIO-2, transmit on SITE 2, which is a channel programmed in the active scan list.
- Step 3. Verify that RADIO-1 changes to SITE 2.
- Step 4. Verify communications between RADIO-1 and RADIO-2.
- Step 5. Verify that RADIO-1 will return to its home channel of SITE 1.
- Step 6. Repeat steps 2-5 for all channels in the active scan list.

**Pass\_\_\_\_\_ Fail\_\_\_\_\_**





## Radio to Radio Features

# Conventional Radio Priority Scan

### 1. DESCRIPTION

With Priority Scan, a radio user can scan pre-programmed channels in the scan list. Activity on the channels are monitored on a first-come first-served basis. A conversation in process will only be interrupted by activity on channels marked as Priority in the scan list.

### SETUP

RADIO-1 - SITE 1 (SCANNING)  
RADIO-2 - SITE 2  
RADIO-3 - SITE 1

RADIO-1 must have SITE 1 and SITE 2 in its active scan list and SITE 1 set as priority Monitor.

**VERSION #1.090**

### 2. TEST

- Step 1. Verify that on RADIO-1 scan is enabled.
- Step 2. From RADIO-2, transmit on SITE 2, which is a channel programmed in the active scan list.
- Step 3. Verify that RADIO-1 changes to SITE 2.
- Step 4. While continuing to transmit on RADIO-2, Key RADIO-3 on SITE 1.
- Step 5. Verify that RADIO-1 will return to its home channel of SITE 1 and hears RADIO-3.

Pass \_\_\_\_\_ Fail \_\_\_\_\_





# SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

## Signatures

WITNESS:

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

Please Print Name: \_\_\_\_\_

\_\_\_\_\_

Initials:

Please Print Title: \_\_\_\_\_

WITNESS:

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

Please Print Name: \_\_\_\_\_

\_\_\_\_\_

Initials:

Please Print Title: \_\_\_\_\_

WITNESS:

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

Please Print Name: \_\_\_\_\_

\_\_\_\_\_

Initials:

Please Print Title: \_\_\_\_\_

SECTION 7

# WARRANTY AND MAINTENANCE PLAN

## 7.1 OVERVIEW

Motorola Solutions is proposing our Maintenance Services for ASTRO® 25 infrastructure to provide Inter Canyon Fire Protection District with the support needed to detect and resolve unforeseen issues. The following services are included for warranty year:

- Remote Technical Support.
- Network Hardware Repair.
- On-site Infrastructure Response.
- Annual Preventive Maintenance.

Together, these elements will help to avoid operational disruptions and maintain the value of Inter Canyon Fire Protection District's communications investment.

## 7.2 SERVICE DESCRIPTIONS

The following sections describe the elements proposed for Inter Canyon Fire Protection District's infrastructure.

### 7.2.1 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) will provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with ICFPD to help diagnose, troubleshoot, and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

### 7.2.2 Network Hardware Repair

To restore Inter Canyon Fire Protection District's network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

### 7.2.3 On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to Inter Canyon Fire Protection District's network location to diagnose issues and restore functionality. These technicians will run diagnostics on



hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for Maintenance Services and in the Customer Support Plan agreed between ICFPD and Motorola Solutions.

## 7.2.4 Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

## 7.3 MOTOROLA SOLUTIONS SERVICE DELIVERY ECOSYSTEM

Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots, and MyView Portal. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to the Inter Canyon Fire Protection District's administrators and personnel through MyView Portal.

Service activities and Motorola Solutions' service team are described in more detail below.

### 7.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts, and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among ICFPD, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns, and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

### **7.3.2 Field Service**

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

### **7.3.3 Repair Depot**

The Motorola Solutions Repair Depot will provide ICFPD with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable the Inter Canyon Fire Protection District's representatives to check repair status, from inbound shipment to return.

### **7.3.4 Customer Support Manager**

A Motorola Solutions Customer Support Manager (CSM) will be the ICFPD's key point of contact for the definition and administration of services. The CSM will work with ICFPD to define service delivery details to address the ICFPD's specific priorities.



SECTION 8

# PRICING SUMMARY

Motorola's pricing is based on the equipment list and services defined for the system designed for the ICFPD. The Statement of Work (SOW) describes the work to be performed for the installation, optimization, and testing of the system and the equipment list provides the equipment necessary for this project.

Table 8-1 Pricing Table

Description	NASPO Price
Equipment	\$224,477.00
System Implementation Services	\$599,256.00
<b>Total Base System Contract Purchase Price:</b>	<b>\$823,733.00</b>
<b>System Discount for purchase by March 31, 2022</b>	<b>&lt;\$77,000.00&gt;</b>
<b>TOTAL SYSTEM</b>	<b>\$746,733.00</b>



SECTION 9

# CONTRACTURAL DOCUMENTATION

Contractual Documentation is provided on the pages that follow.





## Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and Inter Canyon Fire Protection District, Colorado ("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 \_\_\_\_\_

C-2 "Pricing Summary & Equipment List" dated \_\_\_\_\_

C-3 "Implementation Statement of Work" dated \_\_\_\_\_

C-4 "Acceptance Test Plan" or "ATP" dated \_\_\_\_\_

C-5 "Performance Schedule" dated \_\_\_\_\_

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 Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), 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” 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 License Agreement”** means the Motorola Software License Agreement (Exhibit A).

**“Software Support Policy” (“SwSP”)** means the policy set forth at [https://www.motorolasolutions.com/content/dam/msi/secure/services/software\\_policy.pdf](https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf) 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, or completion of the Services, 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 the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at [https://www.motorolasolutions.com/en\\_us/registration](https://www.motorolasolutions.com/en_us/registration) and the shop support 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 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. 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 applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at [https://www.motorolasolutions.com/content/dam/msi/secure/services/software\\_policy.pdf](https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf) 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. Unless already 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 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, (if applicable). 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 sufficient funds have been appropriated in accordance with applicable law. 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 \$\_\_\_\_\_. 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 change 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. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. 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: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

E-INVOICE. To receive invoices via email:  
Customer Account Number: \_\_\_\_\_  
Customer Accounts Payable Email: \_\_\_\_\_  
Customer CC(optional) Email: \_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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.**

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.

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 and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing 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, decompile, 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 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

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

17.11. 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.

17.12. 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 6.2 and 6.3 (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.

17.13. 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 Inter Canyon Fire Protection District, Colorado ("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).

3.3 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.

#### **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 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **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.

13.5. **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.

13.6. **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.

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

13.8. 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.

13.9. 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.

**For Lifecycle Support Plan and Subscription Based Services:**

**Motorola will invoice Customer annually in advance of each year of the plan.**

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	<b>Resource Types</b>			
<b>Levels</b>	<b>Project Management</b>	<b>System Engineering</b>	<b>System Technologist</b>	<b>Project Administration</b>
<b>4</b>	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
<b>3</b>	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
<b>2</b>	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
<b>1</b>	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at

<https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

**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: \_\_\_\_\_



## **ADDENDUM TO COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT**

THIS ADDENDUM (“Addendum”) modifies the Communications System and Services Agreement (“Agreement”) between Motorola Solutions, Inc. (“Motorola”) and Inter-Canyon Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado (“Customer,” and together with Motorola, the “Parties,” or either of the Parties individually, the “Party”), and is effective as of the same date as the Agreement.

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Customer and Motorola hereby modify the Agreement as follows:

1. Terms of Addendum Controlling. The Parties expressly intend and agree that this Addendum is hereby incorporated into the Agreement and the terms herein shall modify and control the terms in the Agreement. Any inconsistency between the terms of this Addendum and the terms of the Agreement shall be resolved in favor of the terms contained in this Addendum.
2. Workers Compensation Insurance. During the Term of the Agreement, Motorola shall maintain in full force and effect a policy of workers compensation insurance to the extent required by law for Motorola’s employees.
3. Ownership of Work. The Customer shall own all work product for which it has paid.
4. Limitation on Customer Indemnity. Any obligation of the Customer to indemnify, defend, or hold harmless Motorola is deleted. Notwithstanding any provision in the Agreement, the Customer does not waive and shall retain all of the immunities, protections, rights, procedures, and limitations provided to the Customer under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.
5. Limitation on Damages. Under no circumstances shall the Customer be liable to Motorola for special, punitive, indirect or consequential damages suffered by Motorola arising out of or in connection with the Agreement including, without limitation, lost profits, loss of use, or loss of opportunity.
6. Limitation of Liability. Any provisions in the Agreement that limit the Vendor’s liability to an amount equal to the Agreement price or the price paid for twelve (12) months of service by Customer and which shorten the time for bring a cause of action from that allowed under prevailing state law are hereby deleted.

7. Governing Law and Venue. The laws of the State of Colorado, without regard to Colorado laws regarding conflicts of law, shall govern the construction, interpretation, execution and enforcement of the Agreement. Venue for any dispute arising out of or relating to the Agreement shall be in the State of Colorado District Court for the county in which the Customer's mailing address is located. 1.

8. Taxes. Customer is a governmental entity and is therefore exempt from state and local sales and use tax. Customer will not pay for or reimburse any taxes that may not directly be imposed against Customer.

9. Annual Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S., the Customer's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of the Customer's Board of Directors.

10. Confidentiality. Any provisions in the Agreement that prohibit Customer from disclosing any proprietary or confidential information ("Confidential Information") shall be subject to the provisions of the Colorado Public Records Laws, Sections 24-72-101, et seq., C.R.S. ("CORA"). The parties also expressly acknowledge that the terms of the Agreement may be made public pursuant to a lawful public records request, or as part of a public meeting discussion on budgetary matters or to obtain approval of the terms of the Agreement, and such public disclosures shall not be deemed a breach of the terms of the Agreement.

11. Illegal Aliens. Motorola certifies that Motorola shall comply with the provisions of Section 8-17.5-101, et seq., C.R.S. Motorola shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. Motorola represents, warrants and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. Motorola shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If Motorola obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Motorola shall: (i) notify the subcontractor and the Customer within three (3) days that Motorola has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Motorola shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Motorola fails to comply with any requirement

of Section 8-17.5-102(2), C.R.S., the Customer may terminate the Agreement for breach, and Motorola shall be liable for actual and consequential damages to the Customer. If Motorola participates in the Department Program, Motorola shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the Customer.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to be effective as of the date first set forth above.

MOTOROLA SOLUTIONS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

INTER-CANYON FIRE PROTECTION  
DISTRICT, a quasi-municipal corporation and  
political subdivision of the State of Colorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Per Mike Swenson, President:

I believe we should make a few updates to the District ByLaws.

As you probably know, we make updates from time to time.

The current version of the bylaws are on our website:

<https://intercanyonfire.org/wp-content/uploads/2020/07/2020June10BoardByLawsFinal.pdf>

Here are my recommendations:

#### **SECTION 6. MEETINGS.**

a. Regular Meetings.

Change time listed for regular meetings to 6:00 p.m.

b. Special Meetings.

Since we do not have a "Chair" nor a "Vice Chair," change wording to: "Special meetings of the Board may be called by the President, the Secretary, the Treasurer, or any two (2) Directors of the Board."

h. Emergency Meetings.

Change "Chair, Vice Chair, or" to "President, the Secretary, the Treasurer, or"

#### **SECTION 7. CONDUCT OF BUSINESS.**

d. Order of Business.

Change the listed order of meeting topics to match how we've been conducting meetings for the past year or so:

- Call to Order
- Changes to Agenda
- Approval of Absences
- Acknowledgement of Guests
- Approval of minutes of previous meeting
- Financial Report
- Reports from Chief, Other Officers, Committees, Professional Consultants
- Unfinished Business
- New Business and Special Orders
- Executive Session, if necessary
- Public Input (3-minute time limit/no disrupting, pursuant to Section 18 9 108, C.R.S./comments are to be on topic and respectful)
- Adjournment

#### **SECTION 8. DIRECTORS, OFFICERS AND PERSONNEL.**

e. Election of Officers.

Change first two sentences to: "The Board shall elect from its membership a President, a Secretary and a Treasurer who shall be the officers of the Board and of the District. The Board may elect from its membership Vice Presidents, Assistant Secretaries and/or Assistant Treasurers."

h. Chair and President.

Change paragraph title to "President."

Change "Chair" to "President" in other references in the paragraph.

p. No Authority for Official Action by an Individual Board Member.

Add a new paragraph drawn from provisions of similar Fire District boards such as the ones we are considering for a future merger. See the attached document below.

q. Board Communication with the Fire Chief and District Employees.

Add new paragraphs drawn from provisions of similar Fire District boards such as the ones we are considering for a future merger. See the attached document below.

PLUS — Review subsequent sections and change “Chair/President” to “President” in other references.

**Proposed wording for two new segments for Section 8 stated above as Sections P and Q**

not be considered as a limitation on any power necessary or appropriate to carry out the purposes and intent of the Special District Act.

**B. No Authority For Official Action By An Individual Board Member**

The Board can only act through a majority vote of a quorum of the Board at a properly noticed public meeting. Individual Board members have no power or authority to take any action or make any statement on behalf of the Board or the District, except as specifically authorized by the Board. Individual Board members do not have the power or authority to direct District employees to take any action. Individual Board members shall not give direction to the Fire Chief or other District employees except as specifically authorized by the Board.

**C. Board Communication with the Fire Chief and District Employees**

In order to foster an effective and efficient line of communication between the Fire Chief, Chief Staff, and the Board, communications regarding District business between the Board and employees of the District, and all requests for information regarding District business by the Board and individual Board members shall be directed to the Fire Chief.

To avoid multiple or inconsistent direction to the Fire Chief, individual members of the Board are encouraged, but not required, to communicate with the Fire Chief through the President of the Board with respect to District business. However, every member of the Board has the right, as an elected official, to speak directly with the Fire Chief. If a member of the Board other than the Board President intends to speak with the Fire Chief directly regarding District business, that member should, as a courtesy to the other members of the Board, and as soon as reasonably practicable under the circumstances, provide the other members of the Board with a courtesy phone call or email advising them of the need to make direct contact with the Fire Chief, the subject of the contact, and the information received or action taken as a result of the contact. The President of the Board shall advise the other members of the Board of his or her communications with the Fire Chief regarding District business in a reasonably prompt manner considering the nature of the contact. Any such Board communications must be undertaken to avoid a possible violation of the Open Meetings Law, so should be either discussed or sent between only two Board members and in no event should chain emails be used to allow more than three Board members to discuss a matter of public business (i.e., no "reply all" emails). Communications with the Fire Chief on matters other than District business are not subject to this provision.

The Board of Directors recognizes the need for an established and cohesive chain of command, and the need to support, and not undermine, the authority it has given the Fire Chief to manage the day-to-day operations and activities of the District. For example, the Board of Directors recognizes that smooth and efficient operations and activities of the District, including personnel matters that do not directly involve the Fire Chief, should be handled through the District's chain of command. Members may address matters directly to the Board only as permitted in, and pursuant to the provisions of, the relevant portions of the Member Rules, Regulations and Benefits Handbook, as amended from time to time. Board members are encouraged to review the District Member Rules, Regulations and Benefits Manual to better understand the corresponding regulations that apply to District employees and other members.