



TOWN OF DURHAM

8 Newmarket Road
Durham, NH 03824
Tel: 603-868-5571
Fax: 603-868-1858
www.ci.durham.nh.us

NOTICE: Although members of the Town Council will be meeting in the Council chambers, the Council meetings are still available for members of the public to participate via Zoom or in person.

AGENDA

DURHAM TOWN COUNCIL
MONDAY, DECEMBER 20, 2021
DURHAM TOWN HALL - COUNCIL CHAMBERS
7:00 PM

NOTE: *The Town of Durham requires 48 hours notice if special communication aids are needed.*

- I. Call to Order
- II. Town Council grants permission for fewer than a majority of Councilors to participate remotely
- III. Roll Call of Members. Those members participating remotely state why it is not reasonably practical for them to attend the meeting in person
- IV. Approval of Agenda
- V. Special Announcements - None
- VI. Public Comments (*) - **Please state your name and address before speaking**
- VII. Approval of Minutes
- VIII. Councilor and Town Administrator Roundtable
- VIX. Report from the UNH Student Senate External Affairs Chair or Designee

- X. Unanimous Consent Agenda** *(Requires unanimous approval. Individual items may be removed by any councilor for separate discussion and vote)*
- A. **RESOLUTION #2021-15** approving the Administrator's proposed FY 2022 Operating, Capital, and Special Fund Budgets the 2022-2031 Capital Improvement Plan, as amended
 - B. Shall the Town Council, upon recommendation of the Administrator, authorize the purchase of a new Bauer 13CFM 10HP Unicus 4i Compressor with accessories, from Fire Tech & Safety of New England, Inc. of Tyngsborough, Massachusetts in the amount of \$104,620?
 - C. Shall the Town Council, upon recommendation of the Assessor and Consent of the Administrator, Approve FY 2021 Property Tax Abatements for Young Drive, LLC properties at 25 and 27 Young Drive?
- XI. Committee Appointments** - None
- XII. Presentation Items** - None
- XIII. Unfinished Business**
Presentation, discussion, and action on awarding the 2021 Radio Simulcast Project in the amount of \$1,387,000.00 to Motorola Solutions, Inc. of Chicago, IL, authorize the Administrator to sign the associated contract, and issue a down payment for \$346,750 being 25% of the contract price due at signing
- XIV. New Business**
Other Business
- XV. Nonpublic Session (if required)**
- XVI. Extended Councilor and Town Administrator Roundtable (if required)**
- XVII. Adjourn (NLT 10:30 PM)**

() The public comment portion of the Council meeting is to allow members of the public to address matters of public concern regarding town government for up to 5 minutes. Obscene, violent, disruptive, disorderly comments, or those likely to induce violence, disruption or disorder, are not permitted and will not be tolerated. Complaints regarding Town staff should be directed to the Administrator.*



TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH
Tel: 603-868-5571
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www.ci.durham.nh.us

10A

DATE: December 20, 2021

COUNCIL COMMUNICATION

INITIATED BY: Todd I. Selig, Administrator
Gail Jablonski, Business Manager

AGENDA ITEM: RESOLUTION #2021-15 ADOPTING THE ADMINISTRATOR'S
PROPOSED FY 2022 OPERATING, CAPITAL, AND SPECIAL FUND
BUDGETS, AND THE 2022-2031 CAPITAL IMPROVEMENTS PLAN,
AS AMENDED

CC PREPARED BY: Jennie Berry, Administrative Assistant

PRESENTED BY: Todd I. Selig, Administrator

AGENDA DESCRIPTION:

In accordance with Section 5.2 of the Durham Town Charter, the Town Administrator is required to submit to the Town Council his/her recommended budget for the upcoming Fiscal Year "...no later than the last workday prior to November 1 of the current year."

At the November 1, 2021 Council meeting, Councilors were provided with a presentation of the Administrator's proposed 2022 Operating, Capital, and Special Fund Budgets, and the 2022-2031 Capital Improvements Plan.

A Public Hearing on the proposed budget was held on Monday, November 15, 2021. After closing the public hearing on November 15th and at a Budget Workshop held on November 29th and a regular meeting on December 6th, the Council discussed some additional adjustments to the budget and then directed staff to move forward with incorporating the proposed changes into the budget and bringing forward a draft resolution for review and approval at its meeting on December 20, 2021.

Attached for the Council's review is a draft resolution incorporating the changes that have been discussed throughout this year's budget development process.

LEGAL AUTHORITY:

Durham Town Charter, Article 5 "Finance", Sections 5.1 - 5.12.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

Included in the proposed FY 2022 Budget and 2022-2031 CIP documents.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby adopt Resolution #2021-15 approving the FY 2021 General Operating Budgets, the Capital Fund Budget, and the 2022-2031 Capital Improvements Plan, as amended.

Sally Tobias ___
Dinny Waters ___
Al Howland ___
Katherine Marple ___
Carden Welsh ___

Charles Hotchkiss ___
James Lawson ___
Sally Needell ___
Andrew Corrow ___

**TOWN COUNCIL CHANGES
2022 GENERAL FUND BUDGET**

December 6, 2021

REVENUE – Increase \$64,300

\$25,000	Transfer in from Parking Fund
\$15,300	Transfer in from Depot Road Parking Fund
\$ 5,000	Recycling Revenue
\$ 500	Driveway Permit Revenue
\$ 3,500	Transfer Station Permit Revenue
\$10,000	Recreation Revenue
\$ 5,000	Insurance Reimbursement Revenue

EXPENSES – Decrease \$46,700

(\$12,000)	Recycling Contracted Services
(\$ 9,300)	Engineer – Delay hiring till March 1, 2022
(\$ 7,700)	Recreation – Delay hiring till February 1, 2022
(\$ 8,700)	Police – Decrease one health plan from family to 2 Person
(\$19,000)	DCAT – Decrease supplies
\$10,000	Library – Increase part-time wages

December 20, 2021

REVENUE – Decrease \$5,000

(\$5,000)	Recycling Revenue
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RESOLUTION #2021-15 OF DURHAM, NEW HAMPSHIRE

TOWN COUNCIL APPROVAL OF THE FY 2022 GENERAL OPERATING BUDGETS, THE CAPITAL FUND BUDGET AND THE 2022-2031 CAPITAL IMPROVEMENT PLAN

WHEREAS, the Town Council of Durham, New Hampshire, in accordance with Article 5 of the Durham Town Charter, has reviewed the proposed FY 2022 budgets and Capital Improvements Plan and conducted a public hearing on November 15, 2021 on the proposed FY 2022 Town Budget and Capital Improvement Plan; and

WHEREAS, the Town Council hereby approves the **General Fund Budget** in the amount of \$17,591,550 with an estimated property tax rate of \$8.01 per thousand of assessed valuation; and

WHEREAS, in 2022 the Town of Durham will be transferring ninety percent (90%) of the Depot Road Fund net revenues and one hundred percent (100%) of the Parking Fund net revenues to the General Fund; and

WHEREAS, the 2022 budgets include funds to be allocated by the Administrator to be used for compensation of non-union employees; and

WHEREAS, the 2022 Budget includes use of Unassigned Fund Balance in the amount of \$775,000 to cover the abatement for Consolidated Communications approved in 2021 and other properties that are currently being appealed at the Board of Tax and Land Appeals or Superior Court; and

WHEREAS, the Town Council hereby approves the **Water Fund Budget** in the amount of \$1,247,500 and hereby sets the water rate at \$8.43 per hundred cubic feet of metered water billed effective 01/01/22 for Durham water users and at \$9.69 per hundred cubic feet of metered water billed for the new Lee Traffic Circle Water Line Extension users effective 01/01/22; and

WHEREAS, the Town Council hereby approves the **Sewer Fund Budget** in the amount of \$2,968,000 and hereby sets the sewer rate at \$8.98 per hundred cubic feet of metered water billed effective 01/01/22; and

WHEREAS, the Water and Wastewater System Agreement between the Town of Durham and University System of New Hampshire reads “the jointly funded capital reserve fund for the **water system**, in the custody of the Town of Durham’s Trustees of the Trust Funds, ... should not exceed \$800,000.”; and also reads “the jointly funded capital reserve fund for the **wastewater system**, in the custody of the Town of Durham’s Trustees of the Trust Funds, ... should not exceed \$800,000.”; and

WHEREAS, it further states “The parties agree to contribute, on a prorated basis, \$40,000 annually to each fund to be comprised of all connection fees received by the Town and the balance to be funded at the cost share ratio outlined...”; the Council after reviewing the FY 2022 Water and Sewer Fund Budgets agree to the transfer of funds to the Water Capital Reserve and Sewer Capital Reserve Funds with the condition that the amount to be transferred will not exceed the surplus available at the end of the year;

WHEREAS, the Town Council hereby approves the **Parking Fund Budget** in the amount of \$362,000; and

WHEREAS, The Town Council hereby approves the **Capital Fund Budget** in the amount of \$5,853,000, with \$954,500 to be raised through property taxes, user fees and general revenues; \$3,630,500 to be raised in revenues from bonds, notes, and other forms of long-term debt; \$1,000,000 to be funded in Federal Funds received from the American Rescue Plan Act of 2021; \$228,000 to be funded from the Fire Department Equipment Capital Reserve Account; and \$40,000 to be funded through the Churchill Rink fund Balance; and

WHEREAS, the Town Council hereby approves the **Depot Road Parking Lot Fund Budget** in the amount of \$130,000; and

WHEREAS, the Town Council hereby approves the **Churchill Rink Fund Budget** in the amount of \$325,400; and

WHEREAS, the Town Council hereby approves the **Library Fund Budget** in the amount of \$568,650 with \$542,900 being funded through a transfer from the general fund and \$25,750 funded by the Library Board of Trustees; and

WHEREAS, the Town Council hereby approves the **Downtown Tax Increment Financing District Budget** in the amount of \$172,000; and

WHEREAS, any transfer of unspent balance or portion thereof from one department to another will occur with the approval of the Town Council in accordance with Section 5.7 of the Town of Durham Charter, except that the Town Council does hereby authorize the Administrator to transfer any balance or portion thereof from the Town Council Contingency fund to any department during 2022; and

WHEREAS, the Administrator will not hire additional regular full-time employees during 2022 without the advice and consent of the Town Council except for those regular full-time positions provided for in the approved 2022 Budget;

NOW, THEREFORE BE IT RESOLVED by the Durham Town Council that an estimated amount of **\$10,280,550** (\$10,108,550 of general tax revenue and \$172,000 of Tax Increment Financing District tax revenue) shall be raised by taxation which together with estimated operating revenues of **\$18,937,550** for the aggregate amount of **\$29,218,100** is hereby raised and appropriated for the use of the several departments of the town government for the fiscal year beginning January 1, 2022.

BE IT FURTHER RESOLVED that the Town Council of the Town of Durham, New Hampshire hereby adopts **RESOLUTION #2021-15 APPROVING** the FY 2022 General Operating Budgets, Capital Fund Budget, and 2022-2031 Capital Improvement Plan by a majority vote of the Durham Town Council. **(A Summary of Budgets by Funds accompanies this Resolution, which is attached)**

PASSED AND ADOPTED this _____ day of **December, 2021** by a _____ to _____ roll call vote of the Durham Town Council as follows:

Sally Tobias	_____	Charles Hotchkiss	_____
Dinny Waters	_____	James Lawson	_____
Al Howland	_____	Sally Needell	_____
Katherine Marple	_____	Andrew Corrow	_____
Carden Welsh	_____		

Katherine A. Marple, Chair
Durham Town Council

ATTEST:

Lorrie Pitt, Town Clerk-Tax Collector

SUMMARY OF BUDGETS BY FUND

General Fund	\$17,591,550
Water Fund	\$ 1,247,500
Wastewater (Sewer) Fund	\$ 2,968,000
Parking Fund	\$ 362,000
Capital Fund	\$ 5,853,000
Depot Road Fund	\$ 130,000
Churchill Rink Fund	\$ 325,400
Library Fund	\$ 568,650
TIF District Fund	<u>\$ 172,000</u>
TOTAL ALL FUNDS	\$29,218,100

DRAFT



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AGENDA ITEM: # 10B

DATE: December 20, 2021

COUNCIL COMMUNICATION

INITIATED BY: David F. Emanuel, Fire Chief

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE TOWN ADMINISTRATOR, AUTHORIZE THE PURCHASE OF A NEW BAUER 13CFM 10HP UNICUS 4I COMPRESSOR WITH ACCESSORIES, FROM FIRE TECH & SAFETY OF NEW ENGLAND, INC. OF TYNGSBOROUGH, MASSACHUSETTS IN THE AMOUNT OF \$104,620

CC PREPARED BY: David F. Emanuel, Fire Chief
Todd Selig, Town Administrator
Gail Jablonski, Business Manager

PRESENTED BY: David F. Emanuel, Fire Chief

AGENDA DESCRIPTION:

The purchase of a Self-Contained Breathing Apparatus (SCBA) compressor and fill station allows fire personnel to fill and maintain the department's SCBA air packs at the Durham fire station. The department currently does not have a fill station on site and in order to fill and maintain SCBA air packs, department personnel must travel out of town to other area fire departments that do maintain a compressor and fill station on site. This piece of equipment plays a vital and essential role by allowing department personnel to maintain a level of emergency preparedness to respond to situations which require firefighters to utilize SCBA air packs.

As part of the 2019 Capital Improvements Program, the Durham Town Council approved the purchase of a compressor and fill station in the amount of \$45,000. Since 2019, however, SCBA next generation cylinder pressures have increased. This evolving technology necessitates upgrading to the next generation of compressors and fill stations which are significantly higher in cost than what was originally planned. As a result, additional funding in the amount of \$60,000 was requested and approved as part of the Fire Department's 2021 Capital Improvements Program submission.

LEGAL AUTHORITY:

Section 5 and 6 of the Town’s Purchasing Policy states “Every Town purchase or contract of greater than twenty-five thousand (\$25,000.00) dollars in amount, with the exception of the valid exceptions noted in Section 7 of these Policies, shall be made only after the receipt of publicly invited sealed competitive bids on uniform specifications”. The Policy also states “Purchases made through existing State of New Hampshire or other State/Government Contracts, Strafford County or Oyster River School District contracts shall be deemed to meet the competitive pricing requirements of the preceding purchasing procedures. Nothing herein shall be construed to prevent joint bidding and contracting by the Town and other public jurisdictions, and in fact, such joint procurement programs are encouraged”.

Fire Tech & Safety has a current government contract with the Commonwealth of Massachusetts to meet competitive pricing requirements.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

Funding Sources:

PROJECT	ACCOUNT	BUDGETED	EXPENDED/ ENCUMBERED TO DATE	REQUESTED	BALANCE
SCBA Fill Station	07-1973-701-36-000	\$45,000	\$0	\$45,000	
SCBA Fill Station	07-2173-701-36-000	\$60,000	\$0	\$59,620	\$380
			Total Requested	\$104,620	

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of the Administrator, authorize the purchase of a new Bauer 13CFM 10 HP Unicus 4i with accessories, from Fire Tech & Safety of New England, Inc. in the amount of \$104,620.

<i>Sally Tobias</i>	_____	<i>Andrew Corrow</i>	_____
<i>Dinny Waters</i>	_____	<i>James Lawson</i>	_____
<i>Al Howland</i>	_____	<i>Sally Needell</i>	_____
<i>Katherine Marple</i>	_____	<i>Chuck Hotchkiss</i>	_____
<i>Carden Welsh</i>	_____		

FIRE TECH & SAFETY OF NEW ENGLAND, INC.
 100 Business Park Dr., Unit 6
 Tyngsborough, MA 01879
 1-800-256-8700 Fax (978) 649-6833



Name / Address
 DURHAM FIRE DEPT.
 HEADQUARTERS-NH
 51 COLLEGE ROAD
 DURHAM, NH 03824

Quote

Date	Quote #
10/11/2021	194161
Valid for 15 Days	



Project	Terms	Rep
	Net 30	D&B

Qty	Description	Unit Price	Total
1	BAUER 13CFM 10HP UNICUS 4i, COMPRESSOR,	68,947.00	68,947.00
4	4 BAUER CYL-0069 6000 PSI UN CYLINDER	1,652.00	6,608.00
1	BAUER 100' REEL, REGULATOR 0-6000 PSI	3,557.00	3,557.00
1	BAUER CYLINDER RFID READER	13,445.00	13,445.00
1	BAUER' B-VIRUS FREE' AIR INTAKE SYSTEM	7,669.00	7,669.00
1	BAUER ELECTRONIC CO MONITOR W/CAL KIT	4,394.00	4,394.00
	SHIPPING AND HANDLING INCLUDED IN PRICE	0.00	0.00
	NO ELECTRICAL OR BUILDING MODIFICATION.		
	AS PER MASS STATE BID FIR-04		

Total	\$104,620.00
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Notice: One or more of the products listed above may contain PFAS. For detailed product information please call 800-256-8700.
 Unless otherwise noted on this quote, freight may be added at time of invoicing as Prepay & Add terms

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions and Contractor Certifications**, the **Commonwealth Terms and Conditions for Human and Social Services** or the **Commonwealth IT Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Fire Tech and Safety (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Operational Services Division MMARS Department Code: OSD	
Legal Address: (W-9, W-4): 84 Rt 133 Winthrop ME 04364		Business Mailing Address: One Ashburton Place, RM 1017 Boston, MA 02108	
Contract Manager: Matthew Wicks	Phone: 978-649-6800	Billing Address (if different): N/A	
E-Mail: mwicks@firetechusa.com	Fax: 978-649-6800	Contract Manager: Daniel Billings	Phone: 617-720-3309
Contractor Vendor Code: VC6000007163		E-Mail: Daniel.Billings@mass.gov	Fax: 617-727-4527
Vendor Code Address ID (e.g. "AD001"): AD0100 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FIR04/FIR04A *	
		RFR/Procurement or Other ID Number: FIR04/FIR04A	
___ NEW CONTRACT		___ X CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <u>Prior</u> to Amendment: December 31, 2020 Enter Amendment Amount: \$ _____. (or "no change")	
<input checked="" type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)		AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)	
<input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)		<input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)	
<input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)		<input checked="" type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)	
<input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)		<input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)	
<input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)		<input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
<input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)			
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days 3% PPD; Payment issued within 15 days 2% PPD; Payment issued within 20 days 1% PPD; Payment issued within 30 days 0% PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (<u>M.G.L. c. 29, § 23A</u>); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) COVID-19 pandemic & to facilitate the strategic sourcing planning and rebid strategy for the replacement contract			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of December, 31 2021 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X:  Date: 11/16/2020		X:  Date: 12/14/2020	
(Signature and Date Must Be Handwritten At Time of Signature)		(Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Matthew Wicks</u>		Print Name: <u>Gary Lambert</u>	
Print Title: <u>Vice President</u>		Print Title: <u>Assistant Secretary for Operational Services</u>	



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10C

AGENDA ITEM:

DATE: December 20, 2021

COUNCIL COMMUNICATION

INITIATED BY: Jim Rice, Assessor

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE ASSESSOR AND CONSENT OF THE ADMINISTRATOR, APPROVE FY 2021 PROPERTY TAX ABATEMENTS FOR YOUNG DRIVE, LLC AT 25 AND 27 YOUNG DRIVE?

CC PREPARED BY: Jennie Berry, Administrative Assistant

CC PRESENTED BY: Todd Selig, Administrator
Jim Rice, Assessor

AGENDA DESCRIPTION:

25 & 27 Young Drive were assessed as a duplex house for the preliminary bill in June. It was not brought to the assessor's attention until after the bill was issued that each side had been converted to a condominium prior to April 1st. The correction was made in the assessing software, but the final bill in December was issued for the full tax year in error. Therefore, an abatement is warranted for the final tax bill. No interest is required because the tax bills mailed were incorrect. These abatements simply adjust for the discrepancy.

Attached for the Council's review and information are abatement recommendations for the following properties:

1. **Young Drive, LLC - 25 Young Drive**
Recommendation: GRANT (for Tax Year 2021). The Assessor recommends granting the abatement request in the amount of \$2,685.00. See attached abatement recommendation from the assessor outlining the reason for granting this request.
2. **Young Drive, LLC - 27 Young Drive**
Recommendation: GRANT (for Tax Year 2021). The Assessor recommends granting the abatement request in the amount of \$2,685.00. See attached

abatement recommendation from the assessor outlining the reason for granting this request.

LEGAL AUTHORITY:

RSA 76:16 describes the process for the apportionment, assessment, and abatement of property taxes.

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

Since these abatements are based on clerical errors, they will be abated from the Allowance for Uncollectable Taxes Account that has a current balance of \$53,300.00.

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of the Assessor and consent of the Administrator, approve the FY 2021 property tax abatement recommendations pertaining to the properties noted above.

Sally Tobias ___
Dinny Waters ___
Al Howland ___
Katherine Marple ___
Carden Welsh ___

Andrew Corrow ___
James Lawson ___
Sally Needell ___
Chuck Hotchkiss ___

ABATEMENT OF REAL ESTATE TAX

DATE: December 13, 2021

TOWN OF: Durham

FROM: Jim Rice, CNHA

OWNER: Young Drive, LLC
PO Box 2815
Seabrook, NH 03874

PROPERTY LOCATION: 25 Young Drive
Durham, NH 03824

PID: 4-42-16-A

REASON FOR ABATEMENT REQUEST: 25 & 27 Young Drive were assessed as a duplex house for the preliminary bill in June. It was not brought to the assessor's attention until after the bill was issued that each side had been converted to a condominium prior to April 1st. The correction was made in the assessing software, but the final bill in December was issued for the full tax year in error. Therefore, an abatement is warranted for the final tax bill. The abatement is calculated as followed:

Preliminary (June) tax bill as duplex:	\$5,369.00 (\$2,685.00 each side)
Final (December) tax bill as condex:	\$6,276.00 (for full tax year)
Total amount that should have been billed for the Final bill:	\$3,591.00 (\$6,276.00 - \$2,685.00)
Abatement Amount:	\$2,685.00

ABATEMENT OF REAL ESTATE TAX

DATE: December 13, 2021

TOWN OF: Durham

FROM: Jim Rice, CNHA

OWNER: Young Drive, LLC
PO Box 2815
Seabrook, NH 03874

PROPERTY LOCATION: 27 Young Drive
Durham, NH 03824

PID: 4-42-16-B

REASON FOR ABATEMENT REQUEST: 25 & 27 Young Drive were assessed as a duplex house for the preliminary bill in June. It was not brought to the assessor's attention until after the bill was issued that each side had been converted to a condominium prior to April 1st. The correction was made in the assessing software, but the final bill in December was issued for the full tax year in error. Therefore, an abatement is warranted for the final tax bill. The abatement is calculated as followed:

Preliminary (June) tax bill as duplex:	\$5,369.00 (\$2,685.00 each side)
Final (December) tax bill as condex:	\$6,276.00 (for full tax year)
Total amount that should have been billed for the Final bill:	\$3,591.00 (\$6,276.00 - \$2,685.00)
Abatement Amount:	\$2,685.00



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Fax: 603-868-1858

AGENDA ITEM: # 13

DATE: December 20, 2021

COUNCIL COMMUNICATION

INITIATED BY: Police Department, Fire Department

AGENDA ITEM: SHALL THE TOWN COUNCIL, UPON RECOMMENDATION OF THE ADMINISTRATOR, AWARD THE 2021 RADIO SIMULCAST PROJECT IN THE AMOUNT OF \$1,387,000.00 TO MOTOROLA SOLUTIONS, INC. OF CHICAGO, IL, AUTHORIZE THE ADMINISTRATOR TO SIGN THE ASSOCIATED CONTRACT, AND ISSUE A DOWN PAYMENT FOR \$346,750 BEING 25% OF THE CONTRACT PRICE DUE AT SIGNING?

CC PREPARED BY: Luke Vincent, Information Technology
David Emanuel, Fire Chief
Rene Kelley, Police Chief

CC PRESENTED BY: Luke Vincent, Information Technology
David Emanuel, Fire Chief
Rene Kelley, Police Chief

AGENDA DESCRIPTION:

As part of the 2021 Capital Improvement Plan (CIP) the Town of Durham approved a project to replace the Town's public safety core radio communication infrastructure as it has approached and now exceeded its end of life (December 31st, 2020). The 2021 CIP allots \$1,385,000 (Police - \$665,000 and Fire - \$720,000) in two lines for this project one under police and one under fire. The remaining \$2,000.00 may come from the Town Council contingency fund within the General Fund Budget.

This project was initially conceived as a direct replacement for the core infrastructure the Town purchased as part of changing dispatching service to the Strafford County Dispatch Center over a decade ago. As such it would have provided a level of coverage commensurate to what the Town enjoys today. After receiving initial pricing in late 2017 the Town learned of a larger project that the County had to improve their radio resources.

This presented an opportunity for all parties to improve overall radio service by integrating tightly with county on communication services. After a long deliberative process, and with a request for proposals (RFP), the County selected Motorola Solutions to provide them a county-wide Land Mobile Radio (LMR) network.

During our review, Durham immediately saw deficiencies in the proposed coverage and requested the County revisit the modeling they were using to calculate in-building

radio signal coverage to service Durham police and fire units on the ground. Since the county's larger project needs to provide a basic level among all the clients it services, they determined they would be unable to enhance coverage directly for the Town of Durham. As such, Durham reached out collaboratively with the County, but independently as the Town, to Motorola to find a solution that both dovetailed with the County's infrastructure plans, but also and more importantly still allows the flexibility for Durham agencies to be dispatched on our own hard-won frequencies. We believe the current iteration of Motorola's proposal does just this while preserving the reduced pricing they were able to offer as part of the larger Strafford County project.

We've been informed anecdotally that pricing WILL NOT stay at this level due to inflationary pressures and that we must sign immediately to preserve our discounted rates. Therefore, we ask the Council to approve this contract to allow us to move forward in good faith.

LEGAL AUTHORITY:

N/A

LEGAL OPINION:

N/A

FINANCIAL DETAILS:

Section 4-20. "Competitive Purchasing" of the Administrative Code states that: "Purchases made through existing State of New Hampshire or other State/government contracts, Strafford County or Oyster River School District contracts shall be deemed to meet the requirements of the above paragraphs. Nothing herein shall be construed to prevent joint bidding and contracting by the Town and other public jurisdictions, and in fact, such is encouraged. Likewise, where reasonable and practical, joint purchasing among Departments is encouraged."

<u>ACCOUNT</u>	<u>TITLE</u>	<u>BUDGETED</u>	<u>EXPENSED/ ENCUMBERED TO DATE</u>	<u>BALANCE</u>	<u>REQUESTED</u>
07-2118-601-36-000 CIP	Police Radio Simulcast Upgrades	\$665,000.00	\$0	\$665,000.00	\$665,000.00
07-2118-701-36-000 CIP	Fire Radio Simulcast Upgrades	\$720,000.00	\$0	\$720,000.00	\$720,000.00
01-4130-101-88-000 General Fund	Town Council contingency fund	\$2,000.00	\$0	\$2,000.00	\$2,000.00
TOTAL		\$1,385,000			\$1,387,000

SUGGESTED ACTION OR RECOMMENDATIONS:

MOTION:

The Durham Town Council does hereby, upon recommendation of the Administrator, award the 2021 Radio Simulcast Project in the amount of \$1,387,000.00 to Motorola Solutions, Inc. of Chicago, IL, authorize the Administrator to sign the associated contract, and issue a down payment for \$346,750 being 25% of the contract price due at signing.

Sally Tobias ___
Dinny Waters ___
Al Howland ___
Katherine Marple ___
Carden Welsh ___

Andrew Corrow ___
James Lawson ___
Sally Needell ___
Chuck Hotchkiss ___

Internal Revenue Service

Date: October 20, 2006

COUNTY OF STRAFFORD
OFFICE OF TREASURER
PO BOX 799
DOVER NH 03821-0799

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Kim A. Chambers 31-07674
Customer Service Specialist
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
02-6000860

Dear Sir/Madam:

This is in response to your request of October 20, 2006, regarding your organization's exemption from Federal income tax.

As a governmental unit or a political subdivision thereof, your organization is not subject to Federal income tax under the provisions of Section 115(1) of the Internal Revenue Code, which states in part:

"Gross income does not include income derived from ... the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

Because your organization is a governmental unit or a political subdivision thereof, its income is not taxable as explained above. Contributions used exclusively for public purposes are deductible under Section 170(c)(1) of the Code.

Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Your organization may obtain a letter ruling on its status under section 115 by following the procedures specified in Rev. Proc. 2004-1 or its successor.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



for Janna K. Skufca, Director, TE/GE
Customer Account Services

Office of the Sheriff

Mark A. Brave
Sheriff
Joseph T. McGivern
Chief Deputy



259 County Farm Road, Ste. 105
Dover, New Hampshire 03820
Tel. (603) 742-4960
Fax: (603) 516-2280

"To Serve with Dignity so that the Quality of Life for All is Improved"

Scott Cruikshank
Motorola Solutions
Senior Account Manager/ VT, NH, ME
11 Old Rowley Rd
Newbury, MA 01951

12/9/2021

Re: Strafford County LMR(Land Mobile Radio)Communications Upgrade
Agency: Strafford County New Hampshire
Total: \$2,857,352 for lifecycle management SUA(8 Year)
Vendor Quote #: RFP 2020-001 Dated 12/9/2021
Contract Reference: Motorola Communications System and Services Agreement

Dear Mr. Cruikshank:

Please be advised that Strafford County, NH will purchase Communications Equipment and Services listed in Motorola's Bid response proposal dated 12/9/2021. Please reference Motorola's CSSA(Communications System and Services Agreement) attached in the proposal for specific information on terms and services included in this purchase. Strafford County's Tax Exemption Certificate is attached. Strafford County acknowledges that the Executive Delegation has authorized and approved the project in the amount of \$2,810,905.00 as of 12/3/2021. Invoices shall be according to the milestone schedule in Motorola's proposal and listed below:

1. **25% of the Contract Price due upon contract execution (due upon effective date); (NET30)**
2. **60% of the Contract Price due upon shipment of equipment from Staging; (NET30)**
3. **10% of the Contract Price due upon installation of equipment; (NET30) and**
4. **5% of the Contract Price due upon Final Acceptance. (NET 30)**

Invoices will be sent to:

Parks "Skip Christenbury
Chief Technology Officer/Emergency Management Department
259 County Farm Road
Dover, NH 03820
schristenbury@co.strafford.nh.us
(603)605-6065



An Internationally Accredited Agency

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

Shipping Address:

Dwayne Michaud
2-Way Communications Inc.
19 Durham Street
Portsmouth, NH 03801
dmichaud@2-way.biz
(603)781-1637

Ultimate Destination Address (if applicable):

Parks "Skip Christenbury
Chief Technology Officer/Emergency Management Department
259 County Farm Road
Dover, NH 03820
schristenbury@co.strafford.nh.us
(603)605-6065

Sincerely,



Raymond J. Bower

12-9-21

George M Agreast

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and Strafford County, NH ("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 12/9/2021

C-2 "Pricing Summary & Equipment List" dated 12/9/2021

C-3 "Implementation Statement of Work" dated 12/9/2021

C-4 "Acceptance Test Plan" or "ATP" 12/9/2021

C-5 "Performance Schedule" dated *intentionally omitted*

Exhibit D "System Acceptance Certificate"

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

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

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

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

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

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

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

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

“System Acceptance” means the Acceptance Tests have been successfully completed.

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

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

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or

applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, 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 Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Motorola Software License Agreement in Exhibit A ("Software License Agreement"). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

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

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

Section 4 SERVICES

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

4.2. 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 <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. 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 \$ 2,810,905.00. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A 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. 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:

Raymond J. Bower
County Administrator
Stafford County, NH
259 County Farm Road
Dover, NH 03820

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

Parks "Skip Christenbury
Chief Technology Officer/Emergency Management Department
259 County Farm Road
Dover, NH 03820

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

Dwayne Michaud
2-Way Communications Inc.
19 Durham Street
Portsmouth, NH 03801

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: GEORGE MAGLARIS

Title: _____

Title: CHR. Bd of COMMISSIONERS

Date: _____

Date: 12-9-21

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and The Town of Durham, NH ("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

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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.

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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.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 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:

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

Motorola Representative:

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



TOWN OF DURHAM, NH

COMMUNICATIONS NETWORK UPGRADE

DECEMBER 16, 2021

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December 16, 2021

Luke Vincent
Manager of IT
8 Newmarket Road
Durham, NH 03824

Subject: Communications System Upgrade

Dear Mr. Vincent:

Motorola Solutions, Inc. (“Motorola Solutions”) is pleased to have the opportunity to provide the Town of Durham with quality communications equipment and services. Motorola Solutions has developed the enclosed solution to address end of life, product reliability and coverage issues with the current system the town operates on.

Motorola Solutions is proposing a VHF ASTRO 25 IP Conventional Simulcast Radio System for the Town of Durham. Mixed Mode capability has also been proposed for one (1) Fire channel and digital-only capability has been proposed for one (1) Police channel. We have also included a Standalone GTR Repeater for Durham Department of Public works. A new MPLS Microwave System will connect the three (3) radio sites at Foss Farm, Stoke Hall and UNH.

This proposal consists of this cover letter and the following written proposal document. The proposed solution is being offered under the NASPO/WSCA (Western States Contract Alliance) Contract for Two-Way Radio Communication Equipment and Services and its terms and conditions, and pricing is valid through December 31, 2021.

Alternatively, Motorola Solutions would be pleased to address any concerns the Town of Durham may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Scott Cruikshank at (978) 270-5505. We thank you for the opportunity to furnish the town with this proposal for improving its communications.

Sincerely,
Motorola Solutions, Inc.



Michael Sheridan
Area Sales Manager/New England

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PROPOSAL TO
TOWN OF DURHAM, NH

SECTION 1

SYSTEM DESCRIPTION

COMMUNICATIONS NETWORK UPGRADE

DECEMBER 16, 2021

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Town of Durham, NH
Communications Network Upgrade

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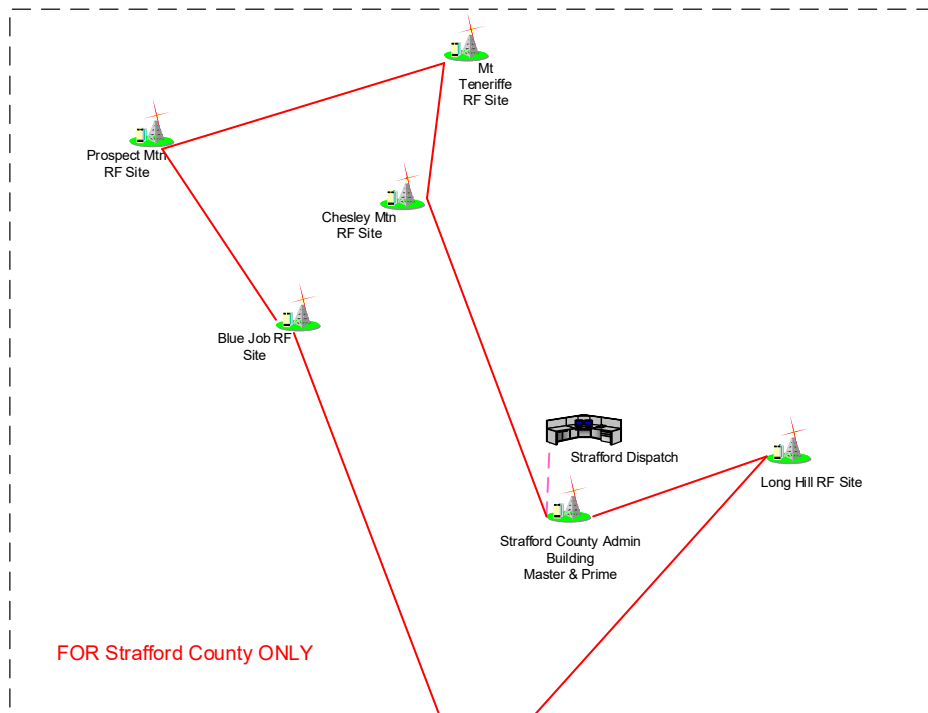
SECTION 1

SYSTEM DESCRIPTION

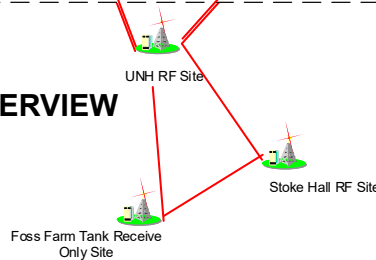
1.1 RADIO COMMUNICATIONS SYSTEM

Motorola Solutions is proposing a VHF Conventional Simulcast Radio System to address the current needs for improved radio communications for the Town of Durham to tie into the Strafford County, NH core system. Mixed Mode capability has also been proposed for one Fire channel and digital-only capability has been proposed for one Police channel. A new MPLS Microwave System has been included to meet the backhaul requirements for a Public Safety system. This proposal is an expansion to the Strafford County system proposed and will be implemented at the same time as Strafford County System.

TOWN OF DURHAM – SYSTEM OVERVIEW DRAWING



Town of Durham – SYSTEM OVERVIEW DRAWING



Note: Coverage is 3 RF sites;
MW is 3 sites including UNH.

Figure 1-1: System Design Constellation – Durham Add-On

The proposed system delivers improved radio coverage and superior audio quality. The system solution employs the latest IP technology architecture making it a flexible and scalable platform.

The conventional system proposed for Town of Durham is a multi-site IP simulcast system.

1.1.1 Design Details and Frequency Plan

The proposed system will include one (1) VHF channel for PD and one (1) VHF channel for FD.

The frequencies for Durham are as follows in Table 1-1. The licensing expansion to a simulcast network is the responsibility of Town of Durham.

Table 1-1: System Frequencies

Channel	Base Station TX	Base Station RX	Type	Mode
PD	155.5275	159.0675	Digital	Narrowband Simulcast
Fire	154.415	158.865	Mixed Mode	Narrowband Simulcast

The frequency licenses for the simulcast network (PD and Fire) have not been completed. This may change coverage predictions once they have been licensed and updated maps will be provided for informational purposes only. However, for the optional Durham DPW channel Motorola has not included frequency coordination or licensing with this proposal.

1.2 SITE INFRASTRUCTURE

The solution proposed includes digital and mixed mode conventional simulcast systems. The newly proposed Town of Durham system will be expanded with the addition of three RF radio sites: Foss Farm Tank, Stoke Hall, and UNH.

- One (1) VHF P25 digital conventional simulcast channel on the Durham PD frequency will be used by the Town of Durham Police Department added at Foss Farm Tank and Stoke Hall.
- One (1) VHF Mixed Mode conventional simulcast channel on Durham Fire, capable of two tone paging, will be used by the Town of Durham Fire Department added at Foss Farm Tank, Stoke Hall and UNH.

The system designed for the Town of Durham, NH consists of the following major infrastructure components:

- GTR 8000 Transceiver.
- TRAK GPS Frequency Standard.
- Aruba Ethernet Switch.
- Juniper Routers.
- Radio Frequency Distribution System (RFDS)
- Antenna System.

This section of the system description contains descriptions of these components.

1.2.1 GTR 8000 Base Radio

The conventional GTR 8000 Base Radio provides the interface between mobile/subscriber radios that access the system on the APCO 25 FDMA Common Air Interface and the rest of the ASTRO 25

Conventional system. It can transmit and receive over the air in the 700/800 MHz, UHF R1, UHF R2, and VHF frequency bands. The GTR 8000 Base Radio transmits using configurable Compatible 4-level Frequency Modulation (C4FM) or Linear Simulcast Modulation (LSM) and receives Compatible 4-level Frequency Modulation (C4FM) for traffic channel communications.

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. It can be deployed as follows:

- Conventional Only Site (single repeater/base station/control station/receiver).
- NM/Dispatch Site (single repeater/base station/control station/receiver).
- ISR Site (single repeater/base station/control station/receiver).
- Voting/Multicast/Simulcast prime site or remote sub site.
- Conventional Hub Site (Defined by the Distributed Conventional Configuration).
- BR Site (Defined by the Distributed Conventional Configuration).
- Conventional Conduit Hub Site (Defined by the Distributed Conventional Configuration).

The conventional GTR 8000 Base Radio hardware consists of four major FRUs: the transmitter, the power amplifier, the power supply and the fan module. When deployed in a standalone configuration without an external frequency reference, then a transmitter with a SAC module is required to provide an internal frequency reference. The SAC module provides the frequency reference stability to allow the GTR 8000 to be a standalone base station. If the GTR 8000 is to be used in a simulcast topology, then a time reference is also needed to generate the 1 PPS signal for launch time determination. The time reference signal is obtained from the external frequency reference or a separate time reference input obtained from a device such as the TRAK 8835.

GTR 8000 Base Radios support ASTRO 25 (IVD) systems. The GTR 8000 Base Radio is available for IVD systems in 700/800 MHz, UHF (435-524 MHz), and VHF (136-174 MHz).

G-series site equipment products are very flexible and designed to support today's robust site designs. G-series site equipment products provide the flexibility to upgrade to future functionality through software downloads. See Figure 1-2.



Figure 1-2: GTR 8000 Base Radio

The GTR 8000 Base Radio includes features such as:

- Multisite Linear Simulcast offers industry-leading radio coverage with fewer sites.
- IP-based simulcast operation.
- Compact and integrated hardware utilizing 3 rack unit chassis enables efficient use of site space.
- Software Defined Radio allows for upgrades to future functionality through software update.
- Modular software design coupled with the Software Download Manager simplifies future upgrades and routine servicing.

- Functionally separate modules - Field Replacement Units (FRU) - are hot swappable allowing servicing and replacement without system downtime while minimizing channel downtime.
- Designed for ease of service including significantly reduced alignment servicing.
- No initial field alignment or servicing required for Multisite (simulcast) systems.
- Standard battery-revert and charging on the GTR 8000 Base Radio eliminates the need for an uninterruptible power supply (UPS) in many installations.

1.2.2 GPS/Frequency Standard

The equipment used to synchronize an ASTRO 25 simulcast system is TRAK 8835 Global Positioning Satellite (GPS)-based frequency and time reference unit. Its purpose is to provide stable and accurate network time.

The TRAK 8835 is proposed at the Foss Farm Tank, Stoke Hall, and UNH RF Remote sites.

The TRAK 8835 unit utilizes a Global Positioning Satellite (GPS) based reference standard, which includes both frequency and timing outputs for simulcast transmission synchronization.

The TRAK 8835 model incorporates a 12-channel GPS receiver, disciplined oscillator and time and frequency signal generation in a small form factor enclosure. See Figure 1-3.



Figure 1-3: TRAK 8835

1.2.3 Aruba Ethernet Switch

The Ethernet switch is used to aggregate all Ethernet interfaces (i.e. Clients, Gateways, and Servers) in an IP multi-site subsystem. It can be paired for redundancy so, if one fails, half of the hosts on the LAN are still connected to a working Ethernet switch.

1.2.4 Juniper Router

The Juniper Router is equipped with site and hub router and firewall. These routers are equipped with the mission critical hardening and configured with ASTRO 25 mission critical deployment and management. An additional feature set equips the firewall with the rules and configuration that are appropriate for ASTRO 25.

1.2.5 UPS and DC System

Motorola Solutions has proposed UPS systems for all three Remote RF sites with approximately 30 minutes of backup. DC power sources have also been provided at each of the three sites for the microwave equipment.



1.2.6 AC Power Calculations

Refer to Table 1-2 for the AC Power and BTU calculations for the following sites: Foss Farm Tank, Stoke Hall, and UNH.

Each site has UPS backup systems that need one (1) 20A circuit per UPS with twist lock cables. The following will be how many circuits needed for each site: Two (2) at Stoke Hall and Foss Farm Tank, One (1) at UNH.

Table 1-2: Public Safety Equipment Only AC Current Drains

Durham Site	AC Watts	Total VA	BTU's
AC Equipment Foss Farm Tank Remote RF Site	1.35k	2k	4.6k
AC Equipment Stoke Hall Prime RF Site	1.7k	2.3k	5.5k
AC Equipment UNH Remote RF Site	1.3k	1.7k	4k

1.2.7 Radio Frequency Distribution System

The Radio Frequency Distribution System (RFDS) provides interconnect between the base radios and antennas, allowing for a completely contained and more compact installation footprint. The proposal includes pricing for three (3) Tx Combiner and three (3) Rx multicoupler systems with filtering for the three (3) proposed RF sites.

1.2.8 Antenna Systems

Proposal includes two single port antennas and lines per each at Foss Farm and Stoke Hall RF sites. Final antenna system design can only be completed once frequency plan and licensing is completed.

Note: The antenna system for PD and Fire will need 45 dB of isolation. The DPW Channel antenna system and RFDS design will be updated once a location has been finalized for that channel. It may impact coverage for Strafford County and Town of Durham Fire channel at UNH due to possible insertion loss increase.

Table 1-3: Antenna System

Site Name	Stoke Hall	Foss Farm Tank	UNH
Latitude	43° 8'14.50"N	43° 7'35.16"N	43°9'23.16" N
Longitude	70°55'44.30"W	70°56'17.68"W	70°56'23.65" W
Transmit Antenna Mounting Height (ft.)	120	120	230
Transmit Antenna Model	BA80-41-P	BA80-41-P	OA20-41-P
Receive Antenna Mounting Height (ft.)	120	120	270
Receive Antenna Model	BA80-41-P	BA80-41-P	BA80-41-P

1.2.9 Equipment

This section is intended to provide a general overview of the simulcast system equipment proposed for the Durham simulcast project for each site.

1.2.9.1 Foss Farm Tank – RF Site

- Two (2) Conventional GTR 8000 VHF Repeaters with associated Combiner/Multi-coupler and ONMI BA8041P 6dB gain antenna
- One (1) MLC 8000 IP Gateway.
- One (1) MLC 8000 V.24 Site link converter.
- Two (2) Aruba LAN Switches.
- Two (2) Juniper Site Gateways.
- Two (2) SAR MPLS Routers.
- One (1) TRAK 8835 GPS Unit.
- One (1) SDM 3000 RTU for Site Alarms.
- Two (2) UPS 1350W Backup Power System with extended battery module for RF Equipment.
- One (1) AC Power strip.
- 11 GHz MNI Microwave to Stoke Hall and to UNH.

1.2.9.2 Stoke Hall – Prime RF Site

- Two (2) 7-Foot Racks.
- Two (2) Conventional GRV 8000 Comparators
- One (1) MLC 8000 Analog Comparator
- Two (2) Conventional GTR 8000 VHF Repeaters with associated Combiner/Multi-coupler and ONMI BA8041P 6dB gain antenna
- One (1) MLC 8000 IP Gateway.
- One (1) MLC 8000 V.24 Site link converter.
- Two (2) Aruba LAN Switches.
- Two (2) Juniper Site Gateways.
- Two (2) SAR MPLS Routers.
- One (1) TRAK 8835 GPS Unit.
- One (1) Low Density CCGW
- One (1) SDM 3000 RTU for Site Alarms.
- Two (2) UPS 1350W Backup Power System with extended battery module for RF Equipment.
- Two (2) AC Power strips.
- 11 GHz MNI Microwave to Foss Farm Tank and UNH.

1.2.9.3 UNH – RF Site

- Two (2) 7-Foot Racks.
- One (1) Conventional GTR 8000 VHF Repeaters with expansion to Strafford County Combiner/Multi-coupler and Strafford County antenna
- One (1) MLC 8000 IP Gateway.
- One (1) MLC 8000 V.24 Site link converter.
- One (1) Standalone Analog Conventional GTR 8000 VHF Repeater with associated Combiner/Multicoupler (OPTIONAL). To be determined on the new frequency (licensing is Not part of this proposal).
- Two (2) Aruba LAN Switches.
- Two (2) Juniper Site Gateways.
- One (1) TRAK 8835 GPS Unit.
- One (1) SDM 3000 RTU for Site Alarms.
- One (1) UPS 1350W Backup Power System with extended battery module for RF Equipment.

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- One (1) AC Power strip.
- 11 GHz MNI Microwave to Stoke Hall and to Foss Farm Tank.

1.3 SYSTEM DESIGN INFORMATION

1.3.1 Design Notes and Assumptions

- It is assumed there are no pre-existing interference conditions with the existing frequencies.
- Should any of the proposed antenna heights change at the RF sites, Motorola Solutions will reevaluate the coverage and provide updated coverage maps to Town of Durham.
- There is no coverage guarantees for the Town of Durham.
- Changes to the frequency plan will require reevaluation of the system design, will impact coverage and may require additional antennas and installation, both which would be handled by a Change Order process.
- Motorola Solutions' coverage design does not include any degradation that may result from intermodulation(IM) between carriers present at the proposed sites. If it is found that carriers are present at the proposed RF sites that will cause intermodulation to degrade the performance of the proposed system, Motorola Solutions reserves the right to change and/or remove its stated coverage guarantees. Motorola Solutions will work with the Town, if possible, to resolve any intermodulation that may arise.
- The Microwave design is based on paper path surveys and will be confirmed with physical surveys. Any changes based on the physical surveys will be handled by a Change Order process.
- DPW channel VHF frequency licensing coordination is not included with this proposal.
- Town of Durham to work directly with 2-Way Communications to provide Outdoor cabinets for the Foss Farm Tank site.
- SDM RTUs are provided for three (3) Durham sites to tie into Strafford County Unified Event Manager (UEM). All alarms will be displayed on the Strafford County client.
- All backup power systems will only cover the proposed equipment. Town of Durham to work with 2-Way Communications directly to provide each UPS with a 20A twist lock connection.
- Town of Durham to work directly with 2-Way Communications to provide the electrical work, any civil work and ample space for the proposed equipment at the RF sites.
- Existing frequencies are in use and cannot be taken down; therefore, Motorola has not provided a quote for VHF spectrum fingerprinting.



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1-8 System Description

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1.3.2 System Block Diagrams

Enclosed are the following system block diagrams:

- System Overview Drawing.
- Stoke Hall Prime RF Site.
- Foss Farm Tank Remote RF Site.
- UNH Remote RF Site.



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1-10 System Description

Communications Network Upgrade

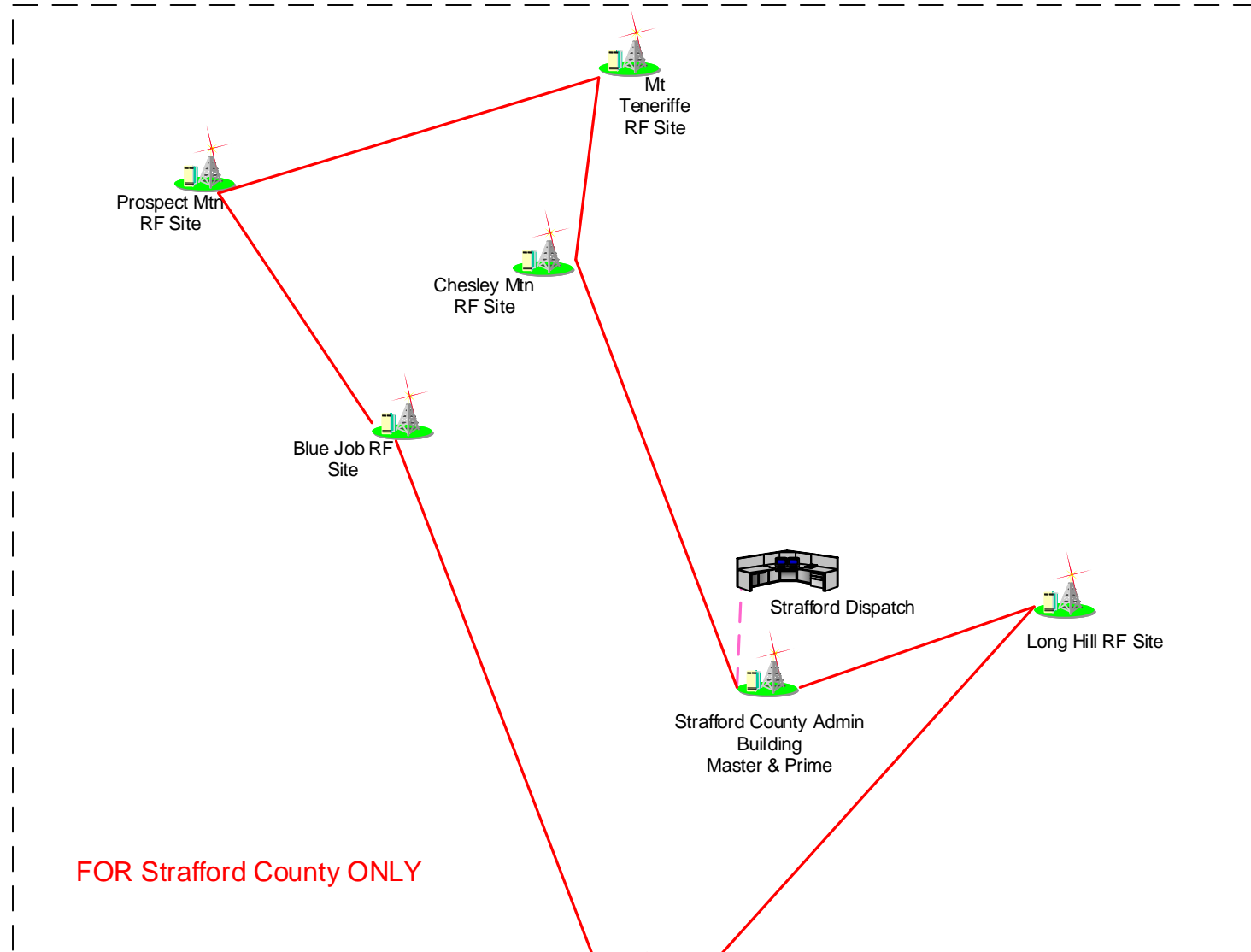
Motorola Solutions Confidential Restricted



TOWN OF DURHAM – SYSTEM OVERVIEW DRAWING

LEGEND

- Microwave
- Other



FOR Strafford County ONLY

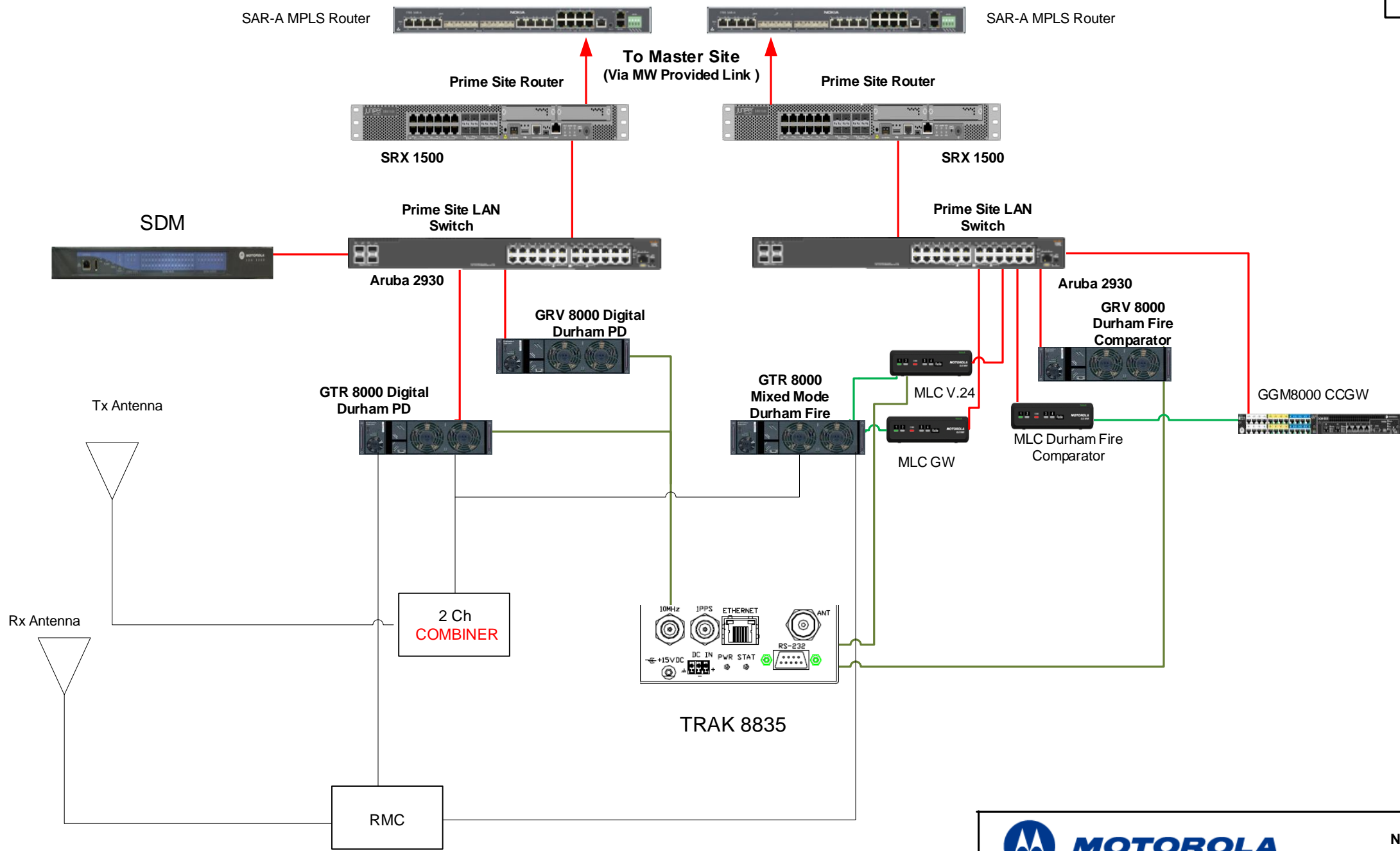
Note: Coverage is 3 RF sites;
MW is 3 sites including UNH.

		Networks & Enterprise Systems Engineering		
PROJECT:		Town of Durham ASTRO 25 Radio Communication System		
TITLE:		System Overview Drawing		
CONTRACT	ENGINEER Jonathan Hicks	PROGRAM MGR	SCALE	SIZE
PROGRAM	DRAWN	CHECKED	SHEET	REV
FILE	DATE Dec 2021	CODE IDENT	DWG NO	

System Block Diagram - Stoke Hall Prime RF Site

LEGEND

- 4W-v.24
- 10/100 BaseT
- Other
- GPS

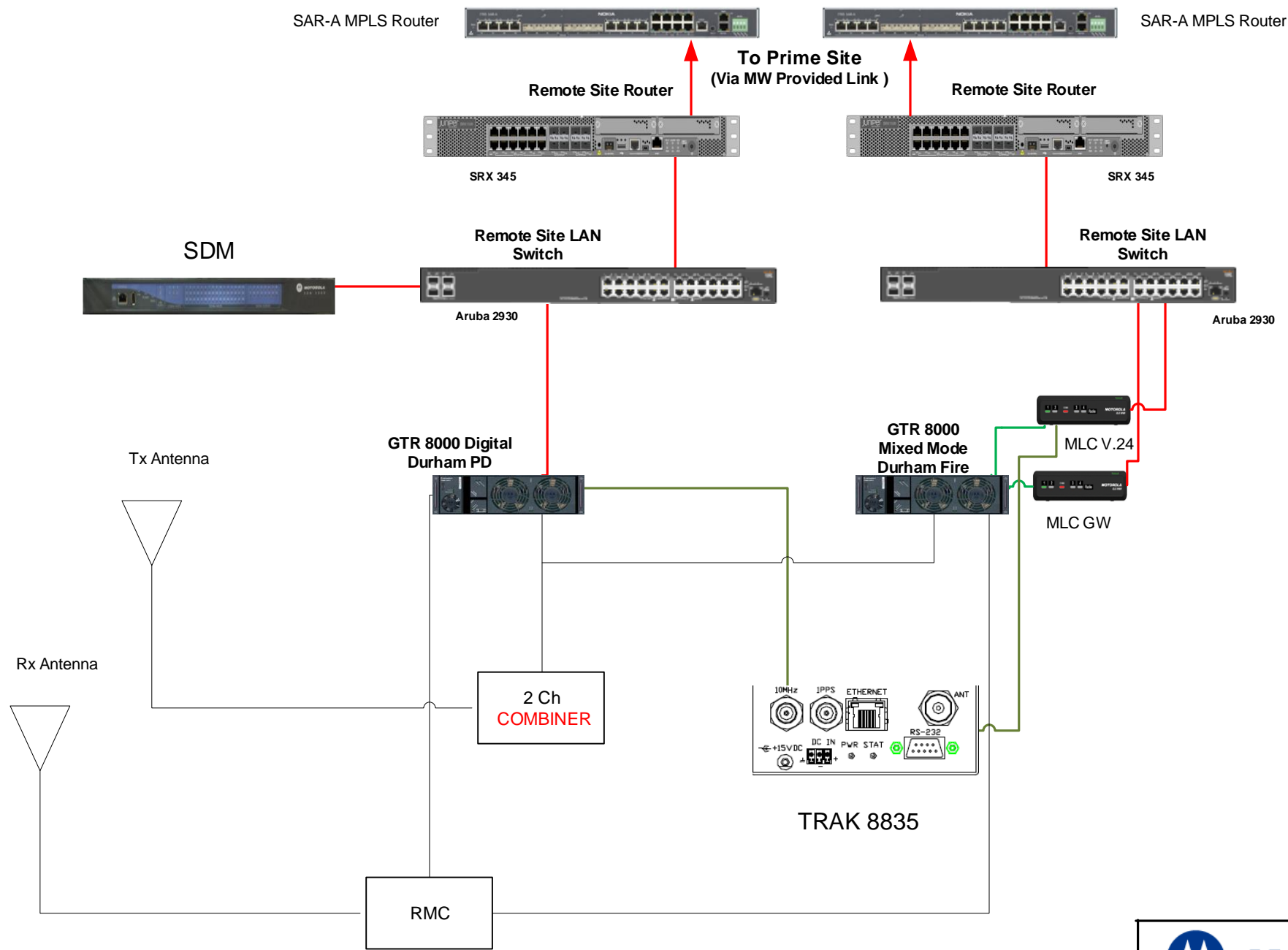


MOTOROLA		Networks & Enterprise Systems Engineering		
PROJECT: Town of Durham ASTRO 25 Radio Communication System				
TITLE: Stoke Hall Prime RF Site				
CONTRACT	ENGINEER Jonathan Hicks	PROGRAM MGR	SCALE	SIZE
PROGRAM	DRAWN	CHECKED	SHEET	REV
FILE	DATE Dec 2021	CODE IDENT	DWG NO	

System Block Diagram - Foss Farm Remote RF Site

LEGEND

- 4W-v.24
- 10/100 BaseT
- Other
- GPS

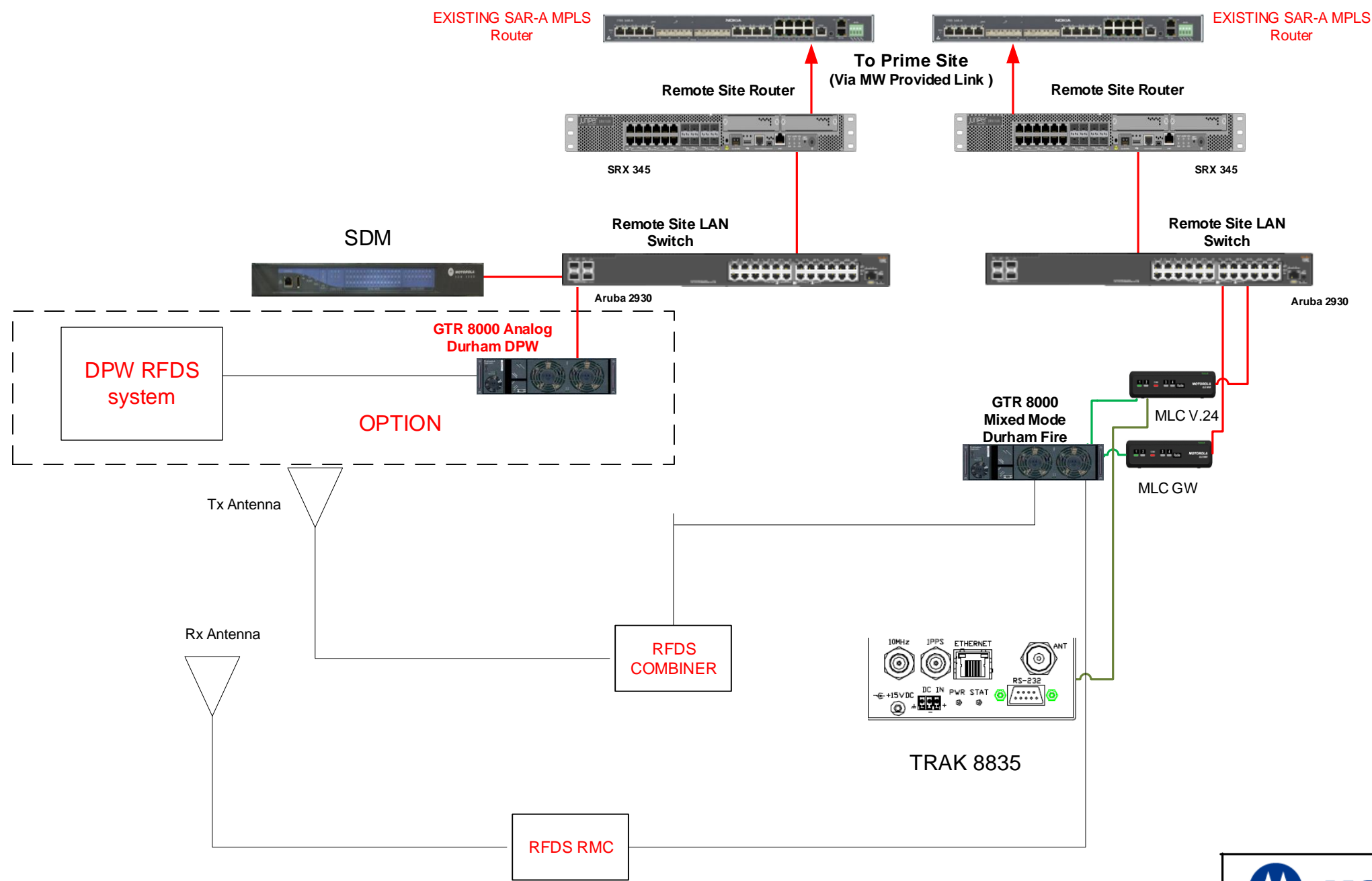


MOTOROLA		Networks & Enterprise Systems Engineering		
		PROJECT: Town of Durham ASTRO 25 Radio Communication System		
TITLE: Foss Farm Remote RF Site				
CONTRACT	ENGINEER Jonathan Hicks	PROGRAM MGR	SCALE	SIZE
PROGRAM	DRAWN	CHECKED	SHEET	REV
FILE	DATE Dec 2021	CODE IDENT	DWG NO	

System Block Diagram - UNH Remote RF Site

LEGEND

- 4W-v.24
- 10/100 BaseT
- Other
- GPS



Note: If more Durham channels such as DPW, PD, and Fire are added to the combiner design at the UNH location the Strafford coverage can be impacted.

		Networks & Enterprise Systems Engineering		
		PROJECT: Town of Durham ASTRO 25 Radio Communication System		
TITLE: UNH Remote RF Site				
CONTRACT	ENGINEER Jonathan Hicks	PROGRAM MGR	SCALE	SIZE
PROGRAM	DRAWN	CHECKED	SHEET	REV
FILE	DATE Dec 2021	CODE IDENT	DWG NO	

1.3.3 Rack Diagrams

Enclosed are the following rack diagrams:

- Stoke Hall Prime RF Site Rack Layout
- Foss Farm Tank Remote RF Site Rack Layout.
- UNH Remote RF Site Rack Layout.



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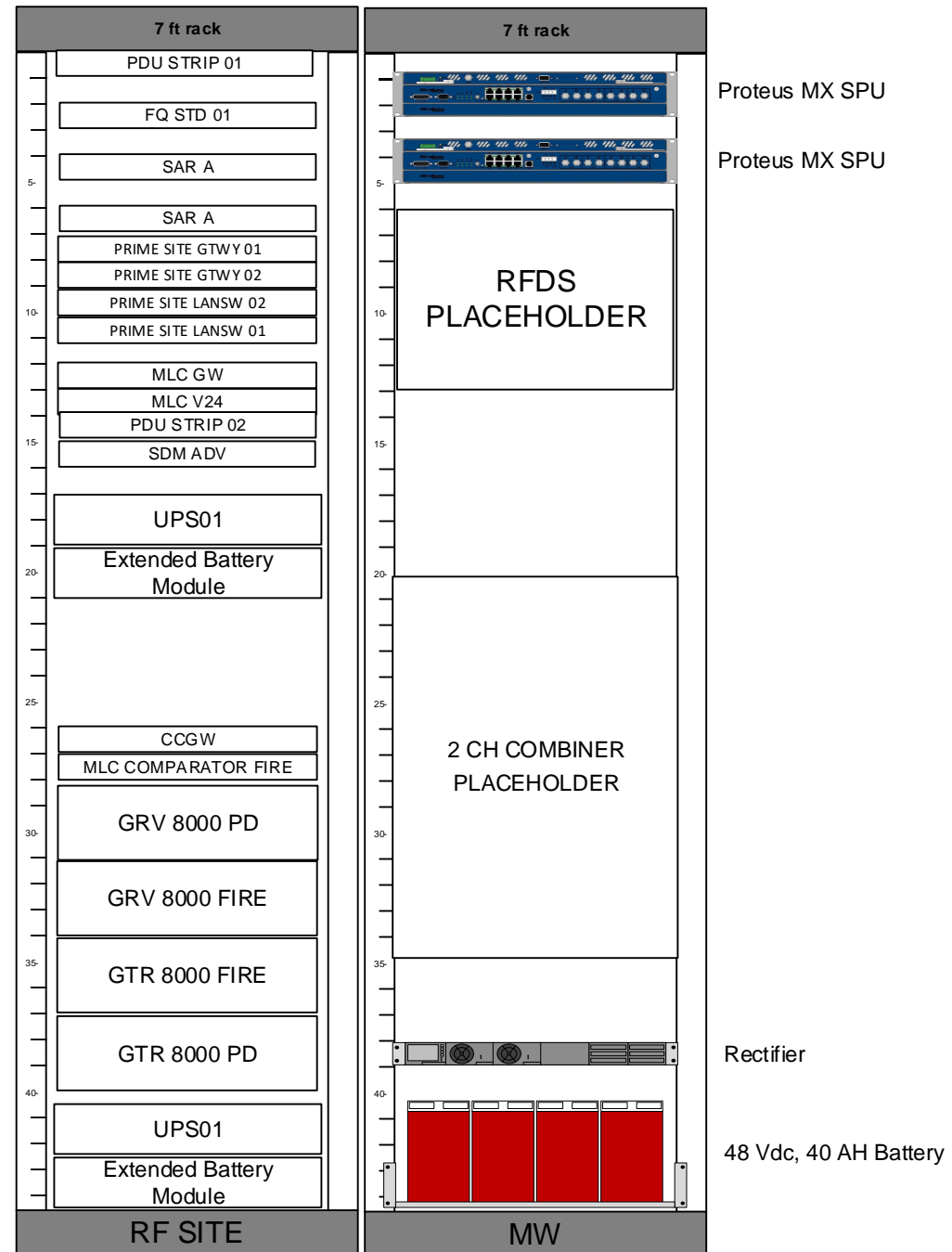
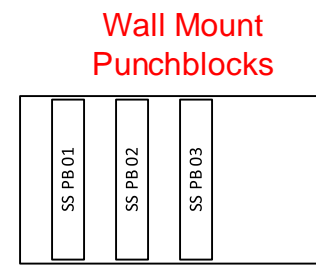
1-12 System Description

Communications Network Upgrade

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16 AC circuits

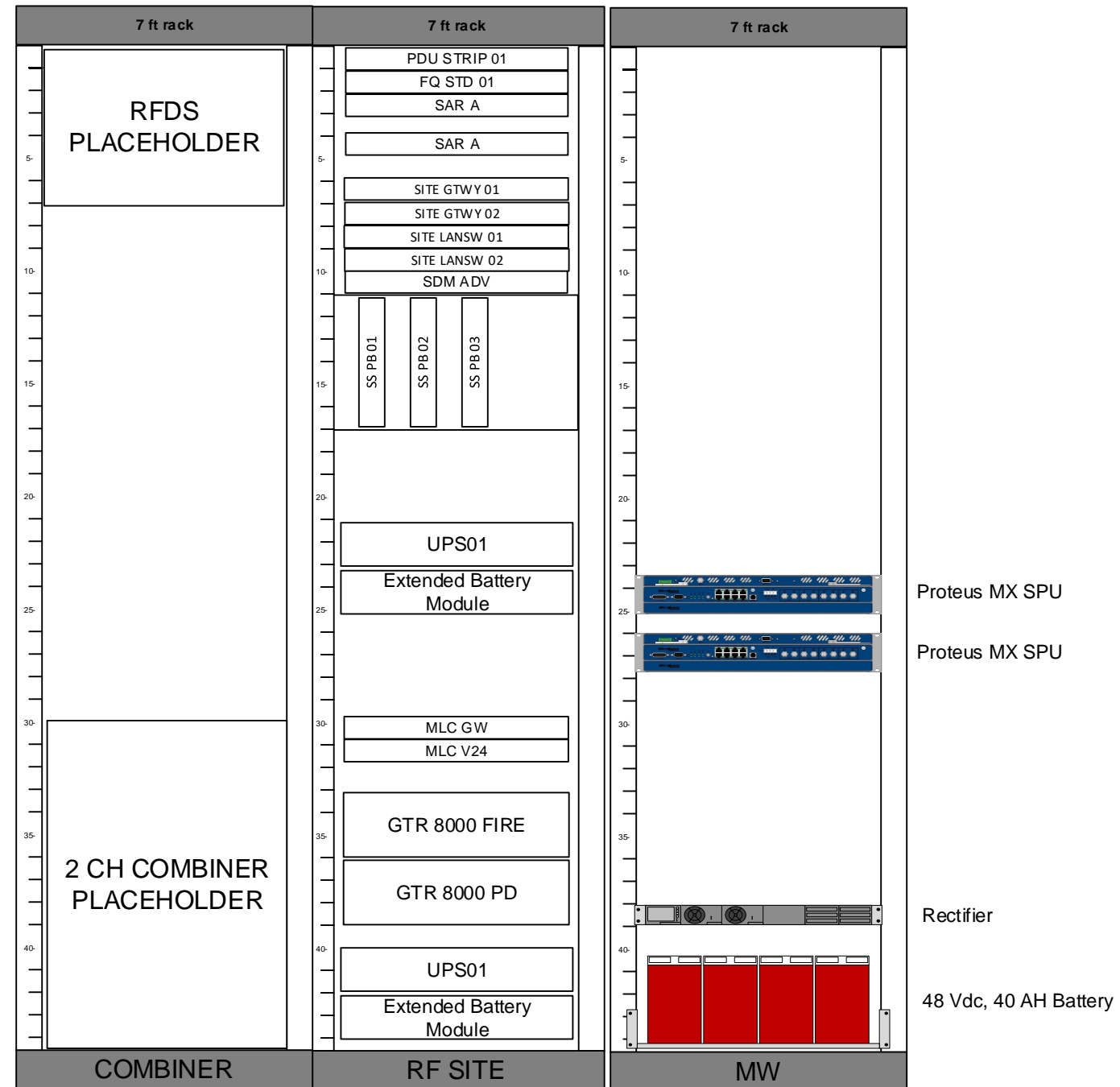


RF SITE

MW

 MOTOROLA SOLUTIONS			
TITLE: Town of Durham, NH Stoke Hall Prime RF Site Rack Layout			
DRAWN BY:	ENGINEER: Jonathan Hicks	PROGRAM MGR:	
DATE: Dec 2021	SCALE: 1 in. to 1 ft.	PROGRAM:	SHT SIZE:
SHEET:	FILE NAME:	REV NO:	

13 AC circuits



NOTE: TWO WAY PROVIDING
3 BAY OUTDOOR CABINETS

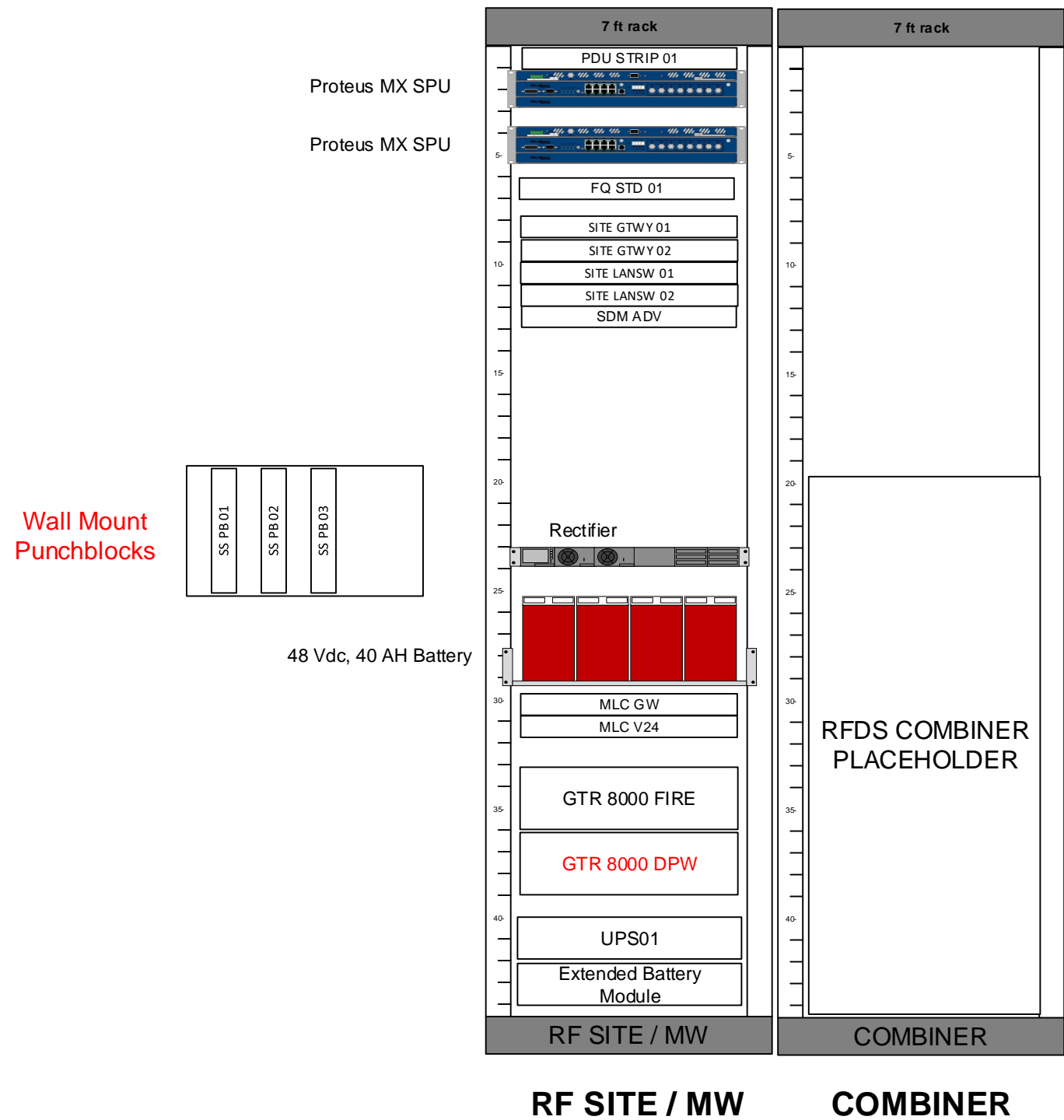
COMBINER


RF SITE

MW

TITLE: Town of Durham, NH Foss Farm Tank Remote RF Site Rack Layout			
DRAWN BY:	ENGINEER: Jonathan Hicks	PROGRAM MGR:	
DATE: Dec 2021	SCALE: 1 in. to 1 ft.	PROGRAM:	SHT SIZE:
SHEET:	FILE NAME:	REV NO:	

11 AC circuits



 MOTOROLA SOLUTIONS			
TITLE: Town of Durham, NH UNH Remote RF Site Rack Layout			
DRAWN BY:	ENGINEER: Jonathan Hicks	PROGRAM MGR:	
DATE: Dec 2021	SCALE: 1 in. to 1 ft.	PROGRAM:	SHT SIZE:
SHEET:	FILE NAME:	REV NO:	

1.3.4 Path Profiles

Attached are the preliminary path engineering details.

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System Description 1-13

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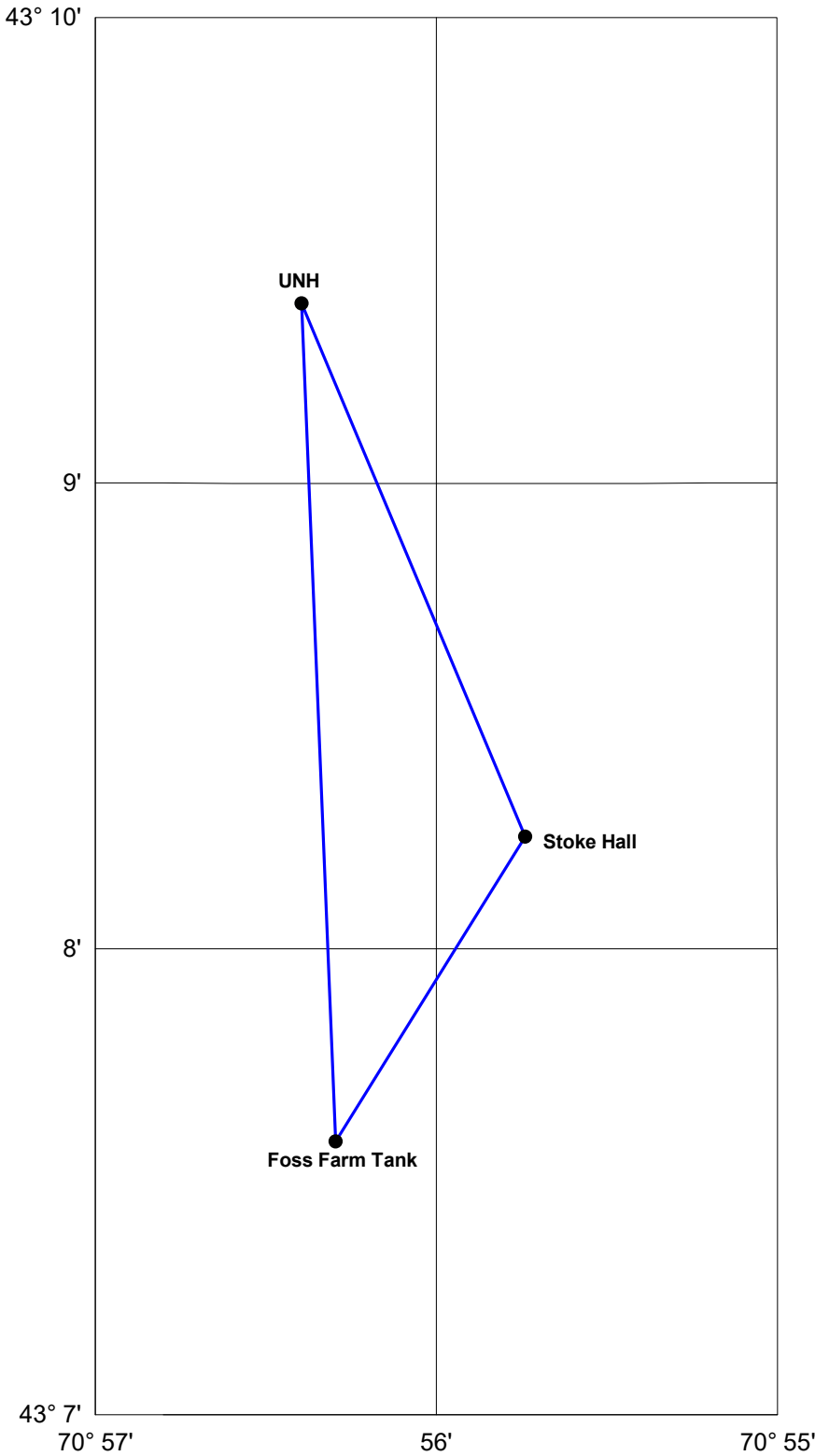
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

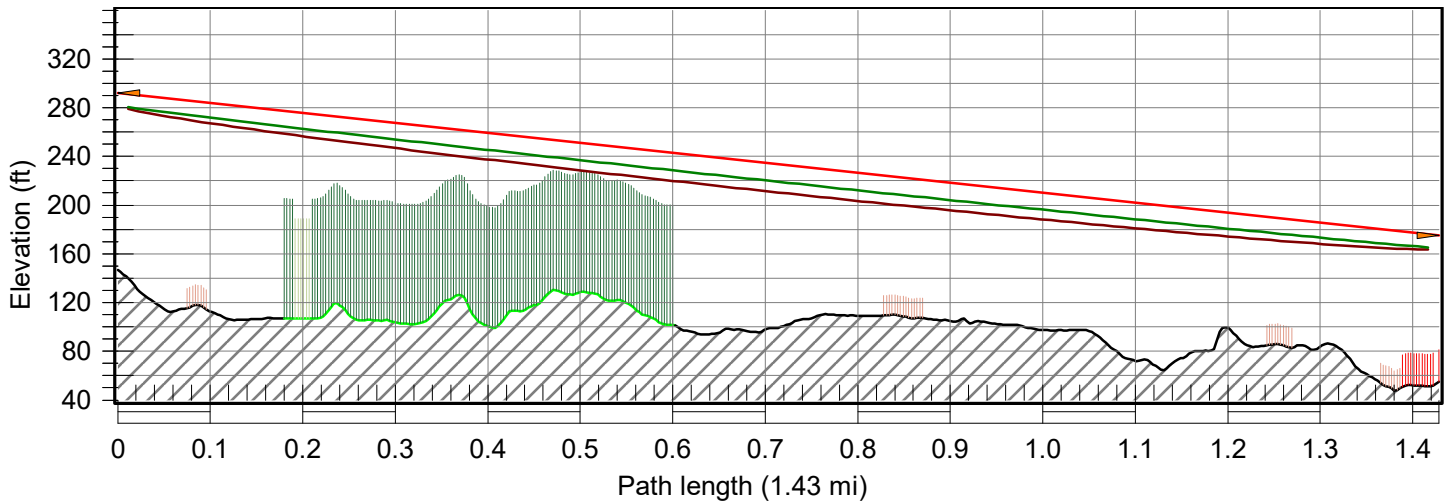
1-14 System Description

Communications Network Upgrade

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UNH	
Latitude	43 09 23.16 N
Longitude	070 56 23.65 W
Azimuth	157.23°
Elevation	147 ft ASL
Antenna CL	145.0 ft AGL

Frequency (MHz) = 11200.0
Main 1 K = 1.330 %F1 = 100.00 FH = 10.00 ft
Main 2 K = 0.667 %F1 = 30.00 FH = 10.00 ft

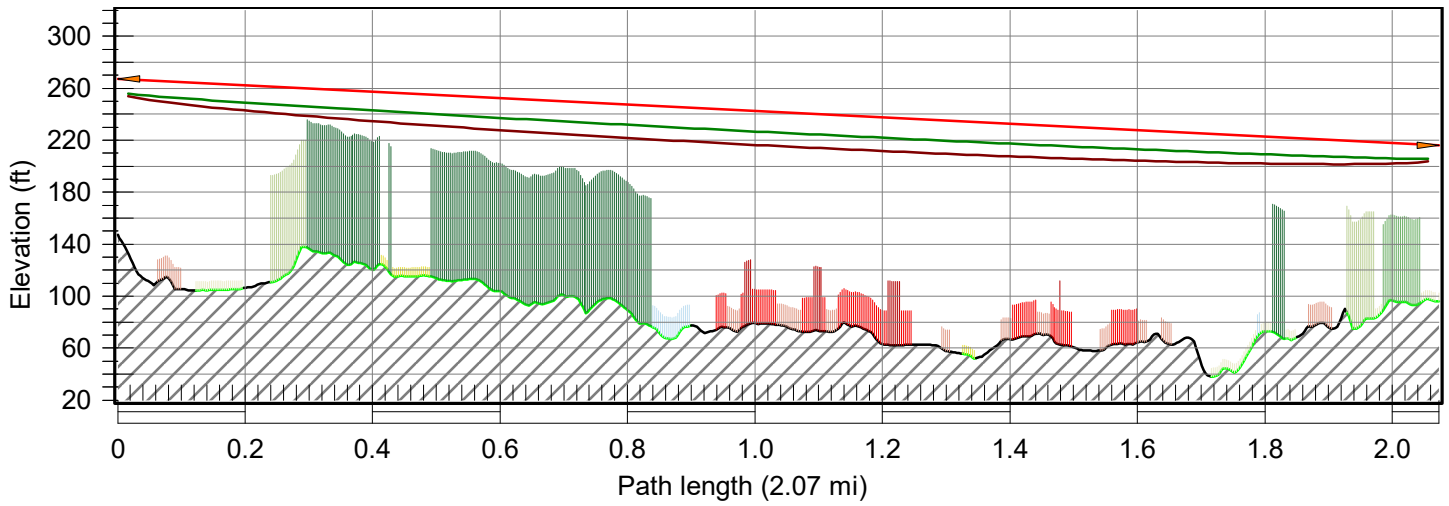
Stoke Hall	
Latitude	43 08 14.50 N
Longitude	070 55 44.30 W
Azimuth	337.24°
Elevation	55 ft ASL
Antenna CL	120.0 ft AGL

Transmission details (UNH-Stoke Hall.pl5)

	UNH	Stoke Hall
Latitude	43 09 23.16 N	43 08 14.50 N
Longitude	070 56 23.65 W	070 55 44.30 W
True azimuth (°)	157.23	337.24
Vertical angle (°)	-0.90	0.88
Elevation (ft)	146.94	55.14
Tower height (ft)	302.00	120.00
Antenna model	HP3-11 (TR)	HP3-11 (TR)
Antenna gain (dBi)	38.50	38.50
Antenna height (ft)	145.00	120.00
TX line model	LDF2-50	LDF2-50
TX line length (ft)	195.00	170.00
Other TX loss (dB)	5.00	5.00
Frequency (MHz)	11200.00	
Path length (mi)	1.43	
Free space loss (dB)	120.68	
Atmospheric absorption loss (dB)	0.04	
Net path loss (dB)	48.72	48.72
Configuration	Non Protected	Non Protected
Radio model	MX/S/11G/10M/HP	MX/S/11G/10M/HP
TX power (dBm)	22.00	22.00
Emission designator	10M0D7W	10M0D7W
EIRP (dBm)	55.50	55.50
RX threshold criteria	64 QAM	64 QAM
RX threshold level (dBm)	-72.50	-72.50
Receive signal (dBm)	-26.72	-26.72
Thermal fade margin (dB)	45.78	45.78
Dispersive fade occurrence factor	1.00	
Climatic factor	1.00	
Terrain roughness (ft)	20.00	
C factor	3.29	
Average annual temperature (°F)	44.41	
Worst month multipath availability (%)	100.00000	100.00000
Worst month multipath unavailability (sec)	0.02	0.02
Annual multipath availability (%)	100.00000	100.00000
Annual multipath unavailability (sec)	0.06	0.06
Annual 2 way multipath availability (%)	100.00000	
Annual 2 way multipath unavailability (sec)	0.13	

	UNH	Stoke Hall
Polarization	Vertical	
Rain region	Concord, New Hampshire	
Rain rate (mm/hr)	0.00	
Flat fade margin - rain (dB)	45.78	
Rain attenuation (dB)	0.00	
Annual rain availability (%)	100.00000	
Annual rain unavailability (min)	0.00	
Annual rain + multipath availability (%)	100.00000	
Annual rain + multipath unavailability (min)	0.00	

Multipath fading method - Vigants - Barnett
 Rain fading method - Crane



UNH	
Latitude	43 09 23.16 N
Longitude	070 56 23.65 W
Azimuth	177.68°
Elevation	147 ft ASL
Antenna CL	120.0 ft AGL

Frequency (MHz) = 11200.0
Main 1 K = 1.330 %F1 = 100.00 FH = 10.00 ft
Main 2 K = 0.667 %F1 = 30.00 FH = 10.00 ft

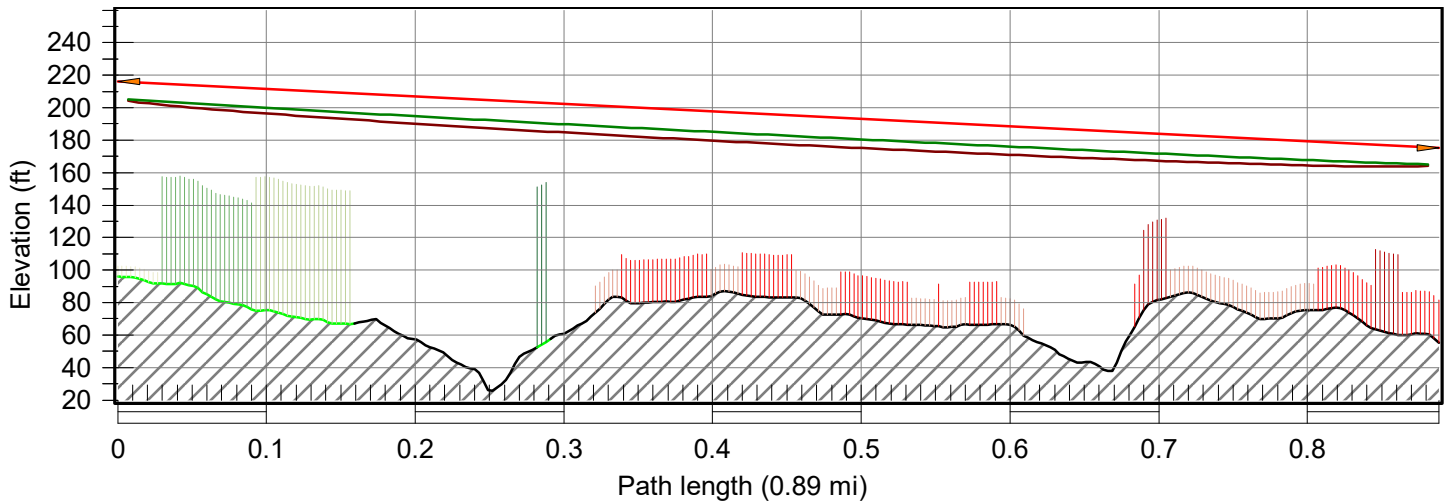
Foss Farm Tank	
Latitude	43 07 35.16 N
Longitude	070 56 17.68 W
Azimuth	357.68°
Elevation	96 ft ASL
Antenna CL	120.0 ft AGL

Transmission details (UNH-Foss Farm Tank.pl5)

	UNH	Foss Farm Tank
Latitude	43 09 23.16 N	43 07 35.16 N
Longitude	070 56 23.65 W	070 56 17.68 W
True azimuth (°)	177.68	357.68
Vertical angle (°)	-0.28	0.26
Elevation (ft)	146.94	95.96
Tower height (ft)	302.00	120.00
Antenna model	HP3-11 (TR)	HP3-11 (TR)
Antenna gain (dBi)	38.50	38.50
Antenna height (ft)	120.00	120.00
TX line model	LDF2-50	LDF2-50
TX line length (ft)	170.00	170.00
Other TX loss (dB)	1.00	1.00
Frequency (MHz)	11200.00	
Path length (mi)	2.07	
Free space loss (dB)	123.92	
Atmospheric absorption loss (dB)	0.05	
Net path loss (dB)	47.97	47.97
Configuration	Non Protected	Non Protected
Radio model	MX/S/11G/10M/HP	MX/S/11G/10M/HP
TX power (dBm)	22.00	22.00
Emission designator	10M0D7W	10M0D7W
EIRP (dBm)	59.50	59.50
RX threshold criteria	64 QAM	64 QAM
RX threshold level (dBm)	-72.50	-72.50
Receive signal (dBm)	-25.97	-25.97
Thermal fade margin (dB)	46.53	46.53
Dispersive fade occurrence factor	1.00	
Climatic factor	1.00	
Terrain roughness (ft)	20.00	
C factor	3.29	
Average annual temperature (°F)	44.41	
Worst month multipath availability (%)	100.00000	100.00000
Worst month multipath unavailability (sec)	0.07	0.07
Annual multipath availability (%)	100.00000	100.00000
Annual multipath unavailability (sec)	0.17	0.17
Annual 2 way multipath availability (%)	100.00000	
Annual 2 way multipath unavailability (sec)	0.35	

	UNH	Foss Farm Tank
Polarization	Vertical	
Rain region	Concord, New Hampshire	
Rain rate (mm/hr)	0.00	
Flat fade margin - rain (dB)	46.53	
Rain attenuation (dB)	0.00	
Annual rain availability (%)	100.00000	
Annual rain unavailability (min)	0.00	
Annual rain + multipath availability (%)	100.00000	
Annual rain + multipath unavailability (min)	0.01	

Multipath fading method - Vigants - Barnett
 Rain fading method - Crane



Foss Farm Tank	
Latitude	43 07 35.16 N
Longitude	070 56 17.68 W
Azimuth	31.86°
Elevation	96 ft ASL
Antenna CL	120.0 ft AGL

Frequency (MHz) = 18700.0
Main 1 K = 1.330 %F1 = 100.00 FH = 10.00 ft
Main 2 K = 0.667 %F1 = 30.00 FH = 10.00 ft

Stoke Hall	
Latitude	43 08 14.50 N
Longitude	070 55 44.30 W
Azimuth	211.86°
Elevation	55 ft ASL
Antenna CL	120.0 ft AGL

Transmission details (Foss Farm Tank-Stoke Hall.pl5)

	Foss Farm Tank	Stoke Hall
Latitude	43 07 35.16 N	43 08 14.50 N
Longitude	070 56 17.68 W	070 55 44.30 W
True azimuth (°)	31.86	211.86
Vertical angle (°)	-0.50	0.49
Elevation (ft)	95.96	55.14
Tower height (ft)	120.00	120.00
Antenna model	HP3-11 (TR)	HP3-11 (TR)
Antenna gain (dBi)	38.50	38.50
Antenna height (ft)	120.00	120.00
TX line model	LDF2-50	LDF2-50
TX line length (ft)	170.00	170.00
Other TX loss (dB)	4.00	4.00
Frequency (MHz)	18700.00	
Path length (mi)	0.89	
Free space loss (dB)	121.01	
Atmospheric absorption loss (dB)	0.09	
Net path loss (dB)	48.10	48.10
Configuration	Non Protected	Non Protected
Radio model	MX/S/11G/10M/HP	MX/S/11G/10M/HP
TX power (dBm)	22.00	22.00
Emission designator	10M0D7W	10M0D7W
EIRP (dBm)	56.50	56.50
RX threshold criteria	128 QAM	128 QAM
RX threshold level (dBm)	-72.50	-72.50
Receive signal (dBm)	-26.10	-26.10
Thermal fade margin (dB)	46.40	46.40
Dispersive fade occurrence factor	1.00	
Climatic factor	1.00	
Terrain roughness (ft)	20.00	
C factor	3.29	
Average annual temperature (°F)	44.46	
Worst month multipath availability (%)	100.00000	100.00000
Worst month multipath unavailability (sec)	0.01	0.01
Annual multipath availability (%)	100.00000	100.00000
Annual multipath unavailability (sec)	0.02	0.02
Annual 2 way multipath availability (%)	100.00000	
Annual 2 way multipath unavailability (sec)	0.05	

	Foss Farm Tank	Stoke Hall
Polarization	Vertical	
Rain region	Concord, New Hampshire	
Rain rate (mm/hr)	0.00	
Flat fade margin - rain (dB)	46.40	
Rain attenuation (dB)	0.00	
Annual rain availability (%)	100.00000	
Annual rain unavailability (min)	0.00	
Annual rain + multipath availability (%)	100.00000	
Annual rain + multipath unavailability (min)	0.00	

Multipath fading method - Vigants - Barnett
 Rain fading method - Crane

1.3.5 Coverage Maps

Refer to the list of attached coverage maps that have been included with the proposal for information only purposes.

- Fire Analog Portable Inbound Heat Map
- Fire Analog Portable On-Street Inbound
- Fire P25 Portable Inbound Heat Map
- Fire P25 Portable On-Street Inbound
- Police P25 Portable Inbound Heat Map
- Police P25 Portable On-Street Inbound



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1-16 System Description

Communications Network Upgrade

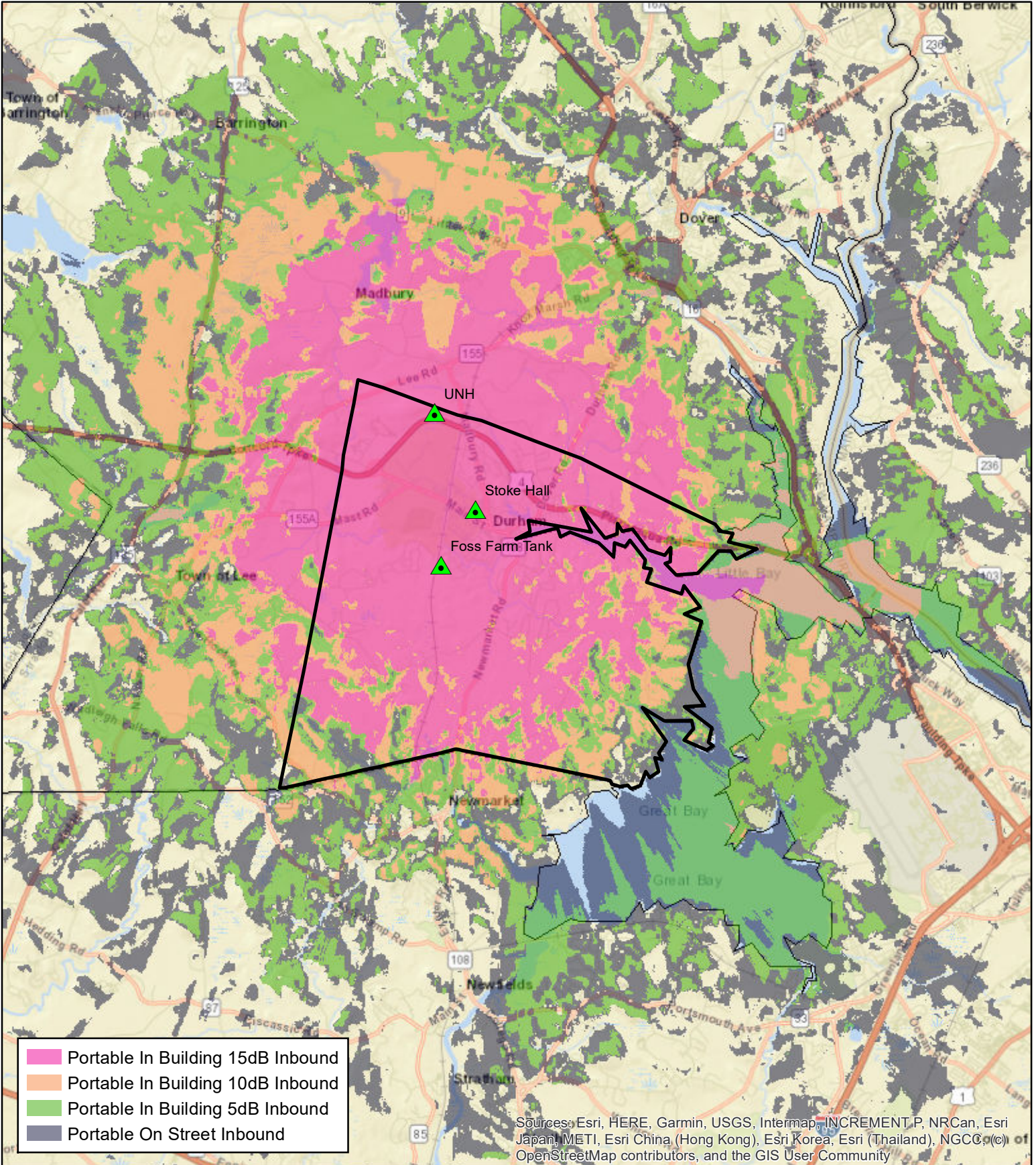
Motorola Solutions Confidential Restricted



Town of Durham, NH

3 Site Astro P25 VHF Analog 1-Cell Simulcast System
 Shaded Area Represents 95% Covered Area Reliability at DAQ 3.0

For Information Only



- Portable In Building 15dB Inbound
- Portable In Building 10dB Inbound
- Portable In Building 5dB Inbound
- Portable On Street Inbound

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

0 1.5 3 Kilometers
 1 in = 2 miles

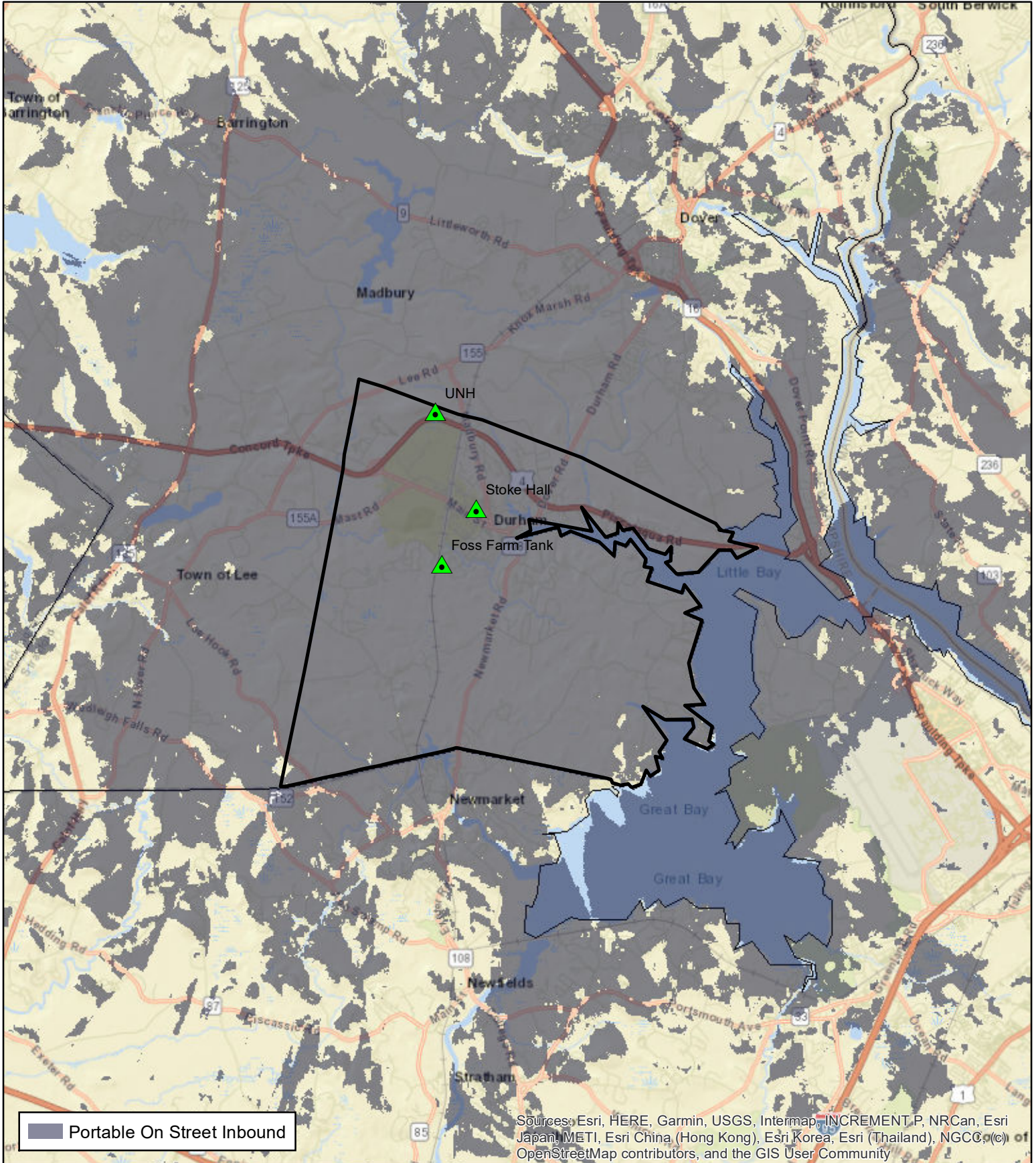
Portable Configuration:
 APX 6000, 6W, Single Band Antenna
 TX/RX on Hip in Belt Clip, using Remote Speaker Mic

NH_Strafford_Co
 NH_strafford_Analog2
 Design 12

Town of Durham, NH

3 Site Astro P25 VHF Analog 1-Cell Simulcast System
 Shaded Area Represents 95% Covered Area Reliability at DAQ 3.0

For Information Only



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

0 1.5 3 Kilometers

1 in = 2 miles

Dec 14, 2021
 Hydra Stratus 2.8.12

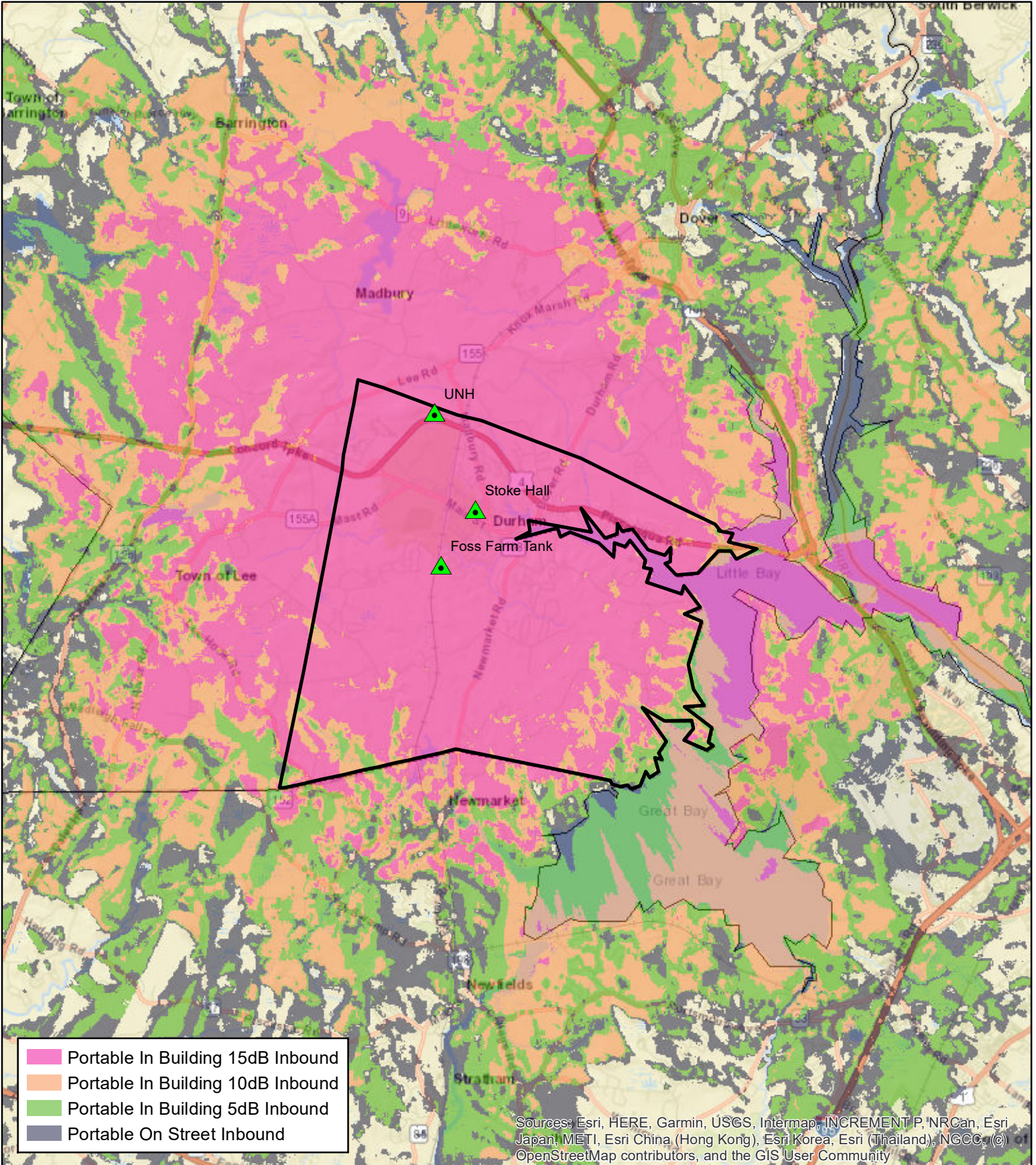
Portable Configuration:
 APX 6000, 6W, Single Band Antenna
 TX/RX on Hip in Belt Clip, using Remote Speaker Mic

NH_Strafford_Co
 NH_strafford_Analog2
 Design 12

Town of Durham, NH

3 Site Astro P25 VHF FDMA 1-Cell Simulcast System
 Shaded Area Represents 95% Covered Area Reliability at DAQ 3.4

For Information Only



- Portable In Building 15dB Inbound
- Portable In Building 10dB Inbound
- Portable In Building 5dB Inbound
- Portable On Street Inbound

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

0 1.5 3 Kilometers

1 in = 2 miles

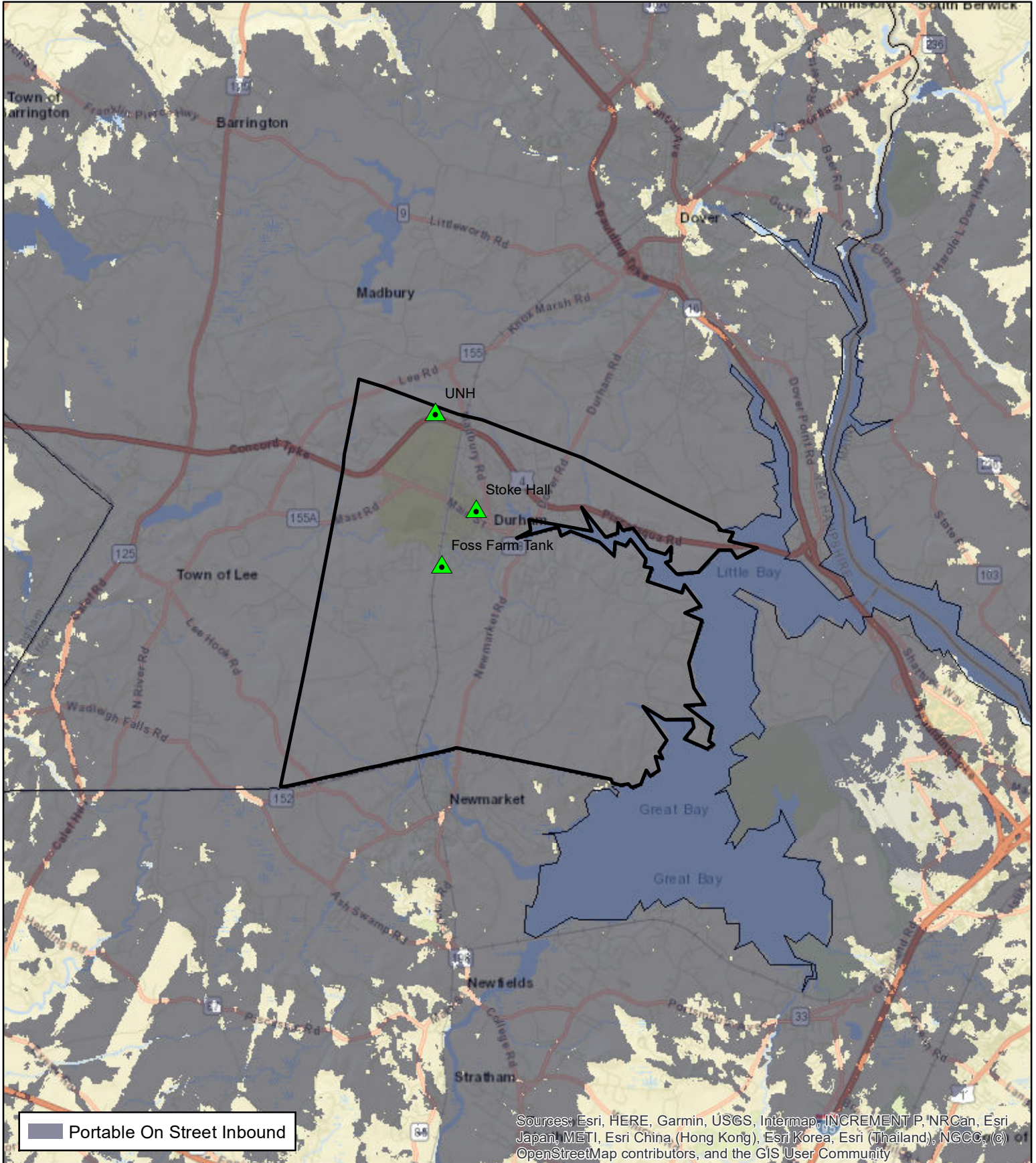
Portable Configuration:
 APX 6000, 6W, Single Band Antenna
 TX/RX on Hip in Belt Clip, using Remote Speaker Mic

NH_Strafford_Co
 NH_strafford_Digital2
 Design 92

Town of Durham, NH

3 Site Astro P25 VHF FDMA 1-Cell Simulcast System
 Shaded Area Represents 95% Covered Area Reliability at DAQ 3.4

For Information Only



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

0 1.5 3 Kilometers

1 in = 2 miles

Dec 14, 2021
 Hydra Stratus 2.8.12

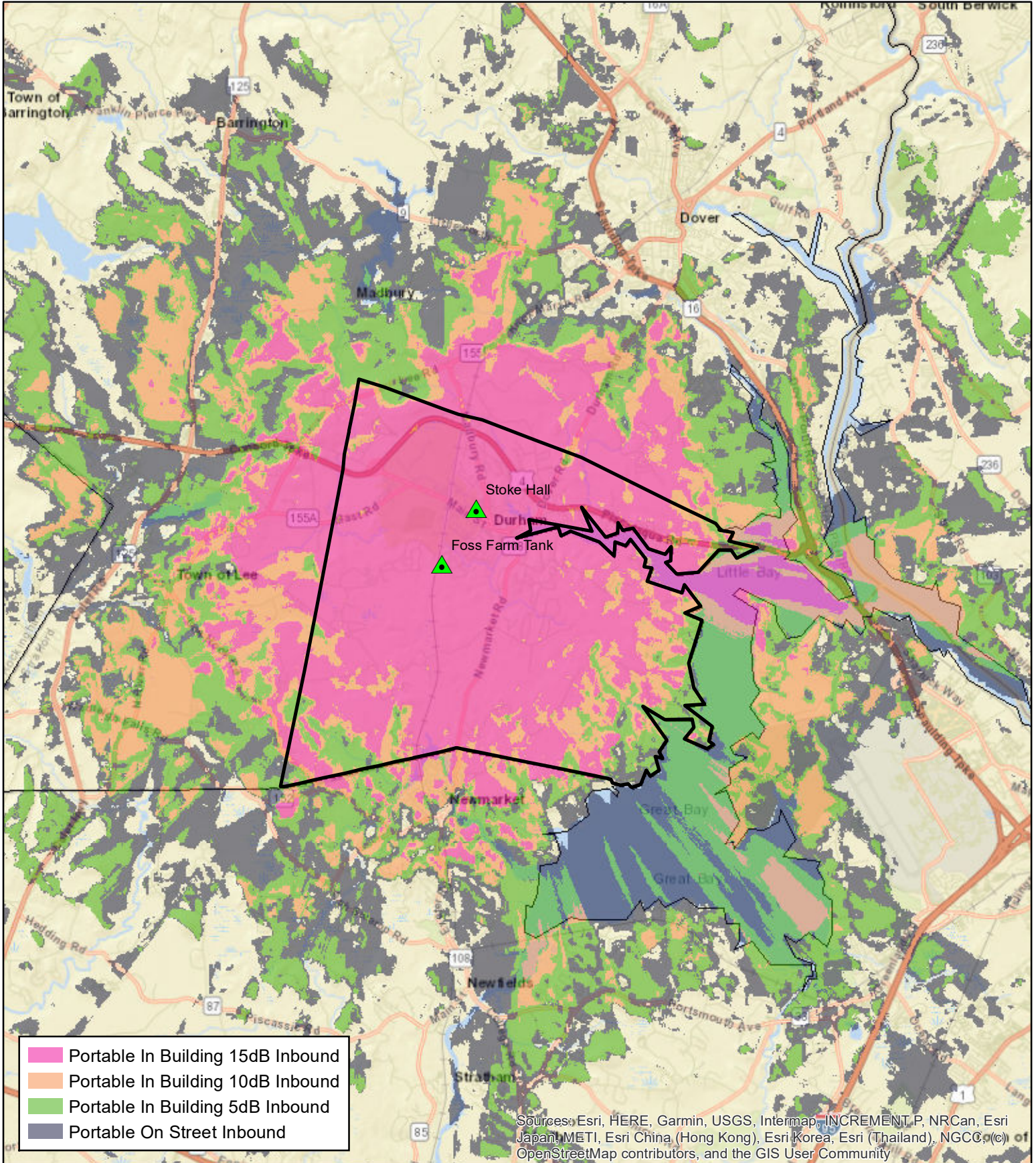
Portable Configuration:
 APX 6000, 6W, Single Band Antenna
 TX/RX on Hip in Belt Clip, using Remote Speaker Mic

NH_Strafford_Co
 NH_strafford_Digital2
 Design 92

Town of Durham, NH

2 Site Astro P25 VHF FDMA 1-Cell Simulcast System
 Shaded Area Represents 95% Covered Area Reliability at DAQ 3.4

For Information Only



- Portable In Building 15dB Inbound
- Portable In Building 10dB Inbound
- Portable In Building 5dB Inbound
- Portable On Street Inbound

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

0 1.5 3 Kilometers

1 in = 2 miles

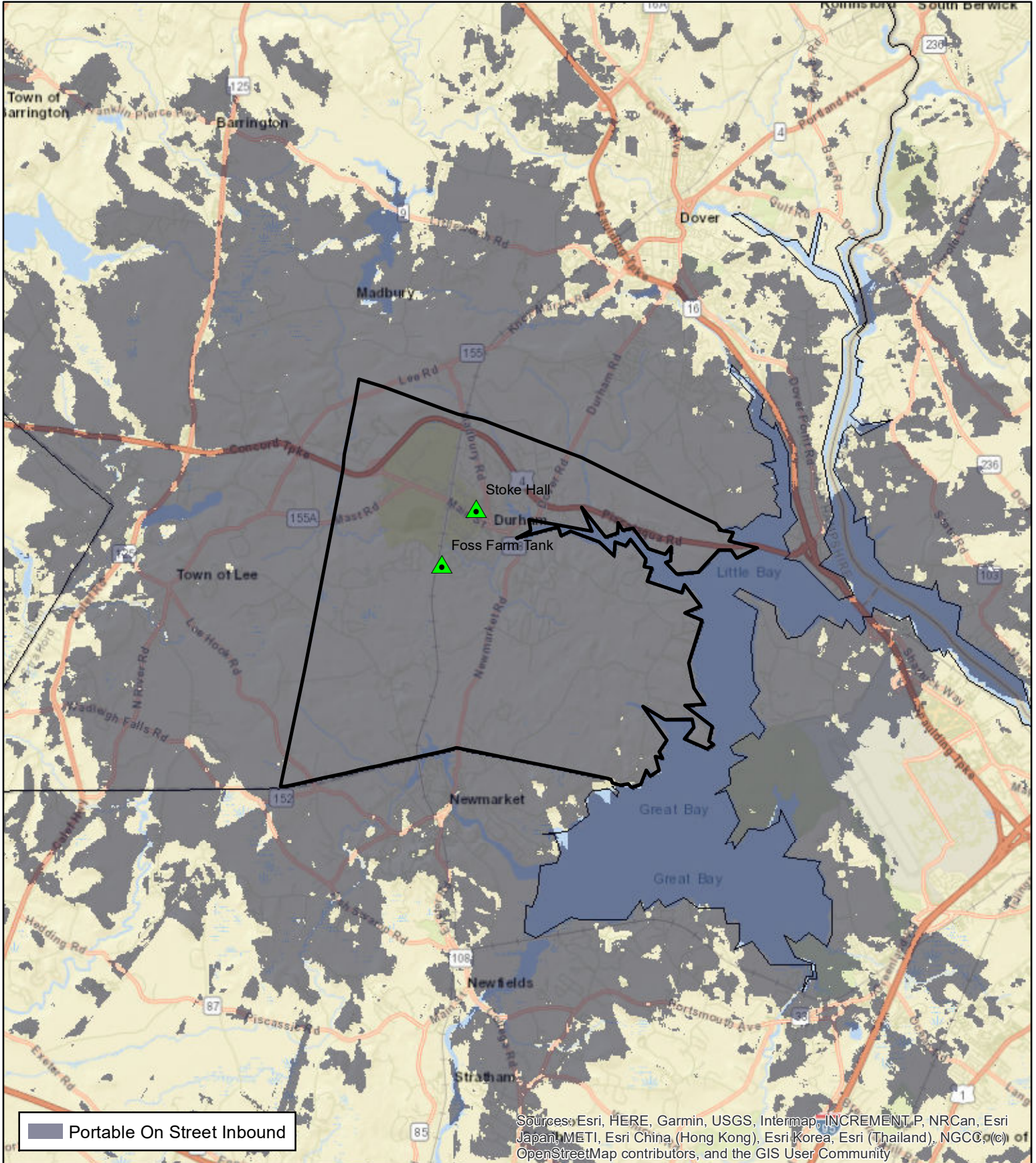
Portable Configuration:
 APX 6000, 6W, Single Band Antenna
 TX/RX on Hip in Belt Clip, using Remote Speaker Mic

NH_Stafford_Co
 NH_stafford_Digital2
 Design 95

Town of Durham, NH

2 Site Astro P25 VHF FDMA 1-Cell Simulcast System
 Shaded Area Represents 95% Covered Area Reliability at DAQ 3.4

For Information Only



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

0 1.5 3 Kilometers

1 in = 2 miles

Dec 14, 2021
 Hydra Stratus 2.8.12

Portable Configuration:
 APX 6000, 6W, Single Band Antenna
 TX/RX on Hip in Belt Clip, using Remote Speaker Mic

NH_Strafford_Co
 NH_strafford_Digital2
 Design 95



PROPOSAL TO
TOWN OF DURHAM, NH

SECTION 2

STATEMENT OF WORK

COMMUNICATIONS NETWORK UPGRADE

DECEMBER 16, 2021

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December 16, 2021
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Town of Durham, NH
Communications Network Upgrade

Motorola Solutions Confidential Restricted



SECTION 2

STATEMENT OF WORK

2.1 SYSTEM IMPLEMENTATION

2.1.1 Overview

This Statement of Work (SOW) describes the deliverables to be furnished to Town of Durham. Motorola Solutions, its subcontractors and Town of Durham will perform the tasks described herein 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 Town of Durham 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 Town of Durham.
- 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, and any other change orders that may occur during the execution of the project.

2.1.2 Assumptions

Motorola Solutions has based the system design on information provided by Town of Durham 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 Town of Durham, 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.

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- 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). Town of Durham system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Motorola Solutions assumes that there will be a suitable ground nearby to the all the equipment installation locations.
- Equipment will ship to Local shop for inventory and delivery to the sites prior to installation.
- If Town of Durham requires specific subcontractors to be used on this project, other than Motorola Solutions-approved or certified subcontractors, additional costs may apply.



- Depending on contract execution, equipment software and hardware will be at the current shipping version.
- The sites have adequate utility service and adequate HVAC to support the proposed equipment.
- New towers, shelters or upgrades to existing towers and/or shelters are not provided with this proposal.
- Upgrades of existing electrical system, HVAC, grounding system and/or R56 upgrades are not provided with this proposal.
- Coverage guarantees or testing is not included as a part of this proposal.
- No new antennas/installation is included for UNC site as a part of this project.

Motorola Solutions will install and configure the proposed equipment. The following Table 2-1 describes the tasks involved with installation and configuration.

Table 2-1: Installation Tasks

Tasks	Motorola Solutions	Town of Durham
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents (in conjunction with Strafford County proposed System).	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.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Record and distribute project status meeting minutes.	X	
Set up the project in the Motorola Solutions information system.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff (in conjunction with Strafford County proposed System)		
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.		
Design Review		
Review the Customer's operational requirements.	X	X
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	

Tasks	Motorola Solutions	Town of Durham
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	
Finalize site acquisition and development plan.		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 providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Complete the required forms required for frequency coordination and licensing.		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	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	X
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
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.		
Site Planning		
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
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		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. If site fails R56 compliance, the town will be given a report of remediation's to take place.	X	



Tasks	Motorola Solutions	Town of Durham
Ensure that required rack space is available for installation of the new equipment.		
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
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
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		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.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
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.		
System Staging (in conjunction with Strafford County proposed System)		
Ship all equipment needed for staging to local shop.	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	
Review and approve proposed Factory Acceptance Test Plan.		X
Perform factory functional acceptance tests of system features.	X	

Tasks	Motorola Solutions	Town of Durham
Conduct site and system level testing.	X	
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment (Up to 3 Months).	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.		
General Installation		
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 circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.	X	
Dispose of Equipment.		X
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Deliverable: Equipment installed.		
ASTRO 25 System and Remote Site Installation and Configuration		
Install fixed equipment contained in the equipment list and system description.	X	
Provide backhaul connectivity and associated equipment for all sites to meet latency, and, jitter requirements.	X	
Configure ASTRO 25 system to support the new RF sites.	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: ASTRO 25 core and remote site equipment installation completed.		



Tasks	Motorola Solutions	Town of Durham
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations. If any site fails R56 Guidelines, a report will be given to the town regarding remediation efforts needed at said site.	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.		
Solution Optimization		
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.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
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.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		

Tasks	Motorola Solutions	Town of Durham
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during 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.		
Finalize Documentation and System Acceptance		
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"> - Site Block Diagrams. - Site Equipment Rack Configurations. - ATP Test Checklists. - Functional Acceptance Test Plan Test Sheets and Results. - Equipment Inventory List. - Console Programming Template (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		



2.2 SYSTEM INSTALLATION CIVIL WORK

2.2.1 Site Development at Foss Farm Tank

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Zoning Services – Included.
- Site Zoning Analysis –Included.

Motorola Solutions Responsibilities:

Site Engineering

- Perform the NEPA compliance/FCC checklist if the building is over 45 years old/eligible for National Register of Historic Places to determine how the proposed antenna location affects Historical Site or Excessive RF Radiation Exposure and prepare Cultural resource report.
- Prepare site construction drawings, showing the layout of various new and existing site components.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of the Town of Durham.
 - NOTE: This task does not include mapping, structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.

Antenna and Transmission Line Installation

- Supply and Install two (2) antennas for the RF system.

2.2.2 Site Development at Stoke Hall

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Zoning Services –Included.
- Site Zoning Analysis –Included.

Motorola Solutions Responsibilities:

Site Engineering

- Perform the NEPA compliance/FCC checklist if the building is over 45 years old/eligible for National Register of Historic Places to determine how the proposed antenna location affects Historical Site or Excessive RF Radiation Exposure and prepare Cultural resource report.
- Prepare site construction drawings, showing the layout of various new and existing site components.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of the Town of Durham.
 - NOTE: This task does not include mapping, structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.

Antenna and Transmission Line Installation

- Supply and Install two (2) antenna for the RF system.
- Supply and Install one (1) GPS antenna.



2.3 PRELIMINARY PROJECT SCHEDULE

A high level Schedule is provided in Table 2-2 below. The project will take approximately nine months. A detailed schedule will be developed and submitted to the Town of Durham and Strafford County during the Customer Design Review (CDR) phase of the Project.

Table 2-2: High Level Schedule

ITEM	PROJECT MILESTONES	MONTH
1	Contract Signed	0
2	Contract Design Review/Database Frozen	1
3	Order Entry Competed	2
4	Equipment Ships	4
6	FNE Installed	5
7	Microwave Installation	7
8	Acceptance Testing/Conditional Acceptance	8
9	Final System Acceptance	9



PROPOSAL TO
TOWN OF DURHAM, NH

SECTION 3

ACCEPTANCE TEST PLAN

COMMUNICATIONS NETWORK UPGRADE

DECEMBER 16, 2021

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Town of Durham, NH
Communications Network Upgrade

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SECTION 3

ACCEPTANCE TEST PLAN

Town of Durham NH

Conventional Simulcast

In-Plant Draft

www.motorolasolutions.com/services/government

Scott Cruikshank
Account Manager
(978) 270-5505

System Engineer
(XXX) XXX-XXXX



3.1 RADIO TO RADIO FEATURES

3.1.1 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

3.1.2 Conventional ASTRO Emergency

1. DESCRIPTION

Users in life threatening situations can use the Emergency button on the radio to notify the dispatch and other radio users on the channel of an Emergency.

SETUP

RADIO-1 - SITE 1
RADIO-2 - SITE 1

VERSION #1.070

2. TEST

- Step 1. Using RADIO-1, initiate an Emergency Alarm by depressing the emergency button.
- Step 2. If a dispatch console is attached, observe that the console shows the alarm. The console will also acknowledge the alarm and cause RADIO-1 to sound an Emergency Alarm acknowledgment.
- Step 3. If no dispatch console is attached, or if the radio is out of range, observe that RADIO-1 will continue to transmit the emergency. RADIO-1 will stop transmitting the Emergency once the emergency has been acknowledged or the retry limit has been reached.
- Step 4. Using RADIO-1, initiate an Emergency Call by depressing the PTT button.
- Step 5. Observe that RADIO-2 displays "EMERGENCY CALL" along with "RADIO-1".
- Step 6. Using RADIO1, clear the emergency by depressing the emergency button for 2 seconds.

Pass_____ Fail_____



3.2 ELITE CONSOLE FEATURES

3.2.1 Instant Transmit

1. DESCRIPTION

The instant transmit switch provides immediate operator access to a channel, independent of its select status (selected or unselected). It provides priority over other dispatcher transmit bars or optional footswitches.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 – TALKGROUP 1 (Selected),
TALKGROUP 2 (Unselect mode)

VERSION #1.090

2. TEST

- Step 1. Using CONSOLE-1, press the Instant Transmit button on TALKGROUP 1.
- Step 2. Verify that the Transmit indicator is lit.
- Step 3. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 1.
- Step 4. On RADIO-1 change to TALKGROUP 2.
- Step 5. Using CONSOLE-1, press the Instant Transmit button on the TALKGROUP 2 radio resource.
- Step 6. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 2.

Pass_____ Fail_____

Elite Console Features

3.2.2 Conventional Radio Resource

1. DESCRIPTION

A Radio Resource is selected on Elite Dispatch consoles by placing the cursor over the Radio Resource (Channel Control Window) area and selecting. The Radio Resource area is the region where the name of the Radio Resource is located (Top alphanumeric line of the Radio Resource). When selected, the back-ground of the Radio Resource will turn white with a green border. The border of this line will also be green when the channel is involved in a multi-select operation. Choosing the PTT button will send keying commands to the station.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
CONSOLE-1 - CONVENTIONAL CHANNEL 1

VERSION #1.110

2. TEST

- Step 1. Select a conventional Radio Resource by moving the cursor over the Radio Resource's name and selecting.
- Step 2. Using CONSOLE-1, initiate a call using the PTT Button on the newly selected Radio Resource, in clear mode.
- Step 3. Verify that console's outbound audio can be monitored by RADIO-1.
- Step 4. Respond to the console outbound transmission from RADIO-1. Verify that RADIO-1's audio can be monitored at the console Select speaker.
- Step 5. Depress any of the other available Radio Resources to "deselect" the present Radio Resource.
- Step 6. Respond to the console outbound transmission from RADIO-1. Verify that RADIO-1's audio can be monitored at the unselect speaker.
- Step 7. Repeat steps 1-6 for a sample of the remaining conventional resources.
- Step 8. Repeat steps 1-7 for a sample of the remaining OPs.

Pass____ Fail____



3.3 MCC 7100/7500E CONVENTIONAL RESOURCES

3.3.1 Inbound and Outbound Calls - Conventional Mixed Mode

1. DESCRIPTION

This test will demonstrate the capability to make and receive calls on a radio using a Conventional Mixed Mode channel. Use the console's transmit mode select to switch between analog and digital modes.

SETUP

RADIO-1 – CONVENTIONAL CHANNEL 1

CONVENTIONAL CHANNEL 1 - MIXED MODE

CONSOLE-1 - CONVENTIONAL CHANNEL 1

VERSION #1.020

2. TEST

- Step 1. Place an outbound analog mode call on CONSOLE-1 using CONVENTIONAL CHANNEL 1 resource.
- Step 2. Verify voice is audible on RADIO-1 and that no ID or alias is provided.
- Step 3. Place an inbound analog mode call using RADIO-1 on CONVENTIONAL CHANNEL 1.
- Step 4. Verify that voice is audible at CONSOLE-1 and that no ID or alias is provided (the console displays "Unknown").
- Step 5. Place an outbound digital mode call on CONSOLE-1 using CONVENTIONAL CHANNEL 1 resource.
- Step 6. Verify voice is audible on RADIO-1 and that the ID or alias is provided.
- Step 7. Place an inbound digital mode call using RADIO-1 on CONVENTIONAL CHANNEL 1.
- Step 8. Verify that voice is audible at CONSOLE-1 and that the ID or alias is provided.

Pass ____ Fail ____

3.4 FAULT MANAGEMENT

3.4.1 Unified Event Manager - Base Views

1. DESCRIPTION

The Unified Event Manager (UEM) in its base configuration provides a number of views. The purpose of this test is to demonstrate the key views available from the UEM.

The Physical Summary and Detail View (Physical Map) and Service Summary and Detail View (Service Map) in previous releases are deprecated and are replaced by the Zone Map. Custom views can be saved and retrieved by other NM Client users.

SETUP

NMclient01 - UEM session up and running.

VERSION #1.010

2. TEST

Step 1. Alarms View: In the navigation pane expand Fault Management and select Alarms. The view displays active alarms for managed resources, displaying impacted managed resources and specific objects on the managed resource along with selected alarm properties.

Step 2. Alarm View Search: Customize the Active Alarms display by selecting the View option from the menu bar, then select Search. Perform a Managed Resource search for channels, site controllers and routers by entering "Contains" and ch, sc, and z00 respectively in the search fields to perform the three separate searches. For each of the three searches a filtered alarm view is displayed that contains alarms for the appropriate device in the search.

Step 3. Network Events View: In the navigation pane expand Fault Management and select Network Events. The view displays recent events reported for managed resources, displaying impacted managed resources and specific object on the managed resource along with selected event properties. Alarming events are base for creating alarm objects.

Step 4. Physical Summary View: In the navigation pane expand Zone Views and Physical, then select Physical Summary View. The Physical Summary View provides an aggregated alarm severity status of the devices located at all subnets in the Zone.

Step 5. Service Summary View: In the navigation pane expand Zone Views and Service, then select Service Summary View. The Service Summary View provides a quick summary of the service status of sites in a Zone, including access to Channel status.

Step 6. Zone Map: In the navigation pane, expand Zone Views and select Zone Map. The Zone Map view provides an aggregated alarm severity status of the devices located at discovered sites in the Zone.

Step 7. Network Database: In the navigation pane select Network Database. The Network Database displays a list of all discovered Managed Resources and Sites. The display includes properties of each resource as well as overall severity of all objects and/or sub resources

Pass____ Fail____



3.5 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: _____



PROPOSAL TO
TOWN OF DURHAM, NH

SECTION 4

WARRANTY AND MAINTENANCE

COMMUNICATIONS NETWORK UPGRADE

DECEMBER 16, 2021

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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Town of Durham, NH
Communications Network Upgrade

Motorola Solutions Confidential Restricted



SECTION 4

WARRANTY AND MAINTENANCE

4.1 SERVICES OVERVIEW

Motorola Solutions has over 90 years of experience supporting mission critical communications for public safety and public service agencies. Motorola Solutions’ technical and service professionals use a structured approach to lifecycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

4.1.1 Technical Support Service

Motorola Solutions Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.

4.1.2 Dispatch Service

Motorola Solutions’ Dispatch Service ensures that trained and qualified technicians are dispatched to diagnose and restore your communications network. Following proven response and restoration processes, the local authorized service center in your area is contacted and a qualified technician is sent to your site. An automated escalation and case management process is followed to ensure that technician site arrival and system restoration comply with contracted response and restore times. Once the issue has been resolved, the System Support Center verifies resolution and with your approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

4.1.3 OnSite Infrastructure Response

Motorola Solutions OnSite Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Solutions Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with



contracted response times. The field technician restores the system by performing first level troubleshooting on site. If the technician is unable to resolve the issue, the case is escalated to the System Support Center or product engineering teams as needed.

4.1.4 Infrastructure Repair

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

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

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

4.2 EXTENDED WARRANTY

Warranty year services can be extended through additional five years if requested. This maintenance program can be structured either in the form of ASTRO 25 service packages or as a custom combination of individual service offerings. These system maintenance support services will bring significant benefit to the Town of Durham after the warranty period, ensuring that the Town's technology is optimally maintained and that the useful life of its investment is protected and extended.

4.3 PARTS AVAILABILITY

Whether it's a routine service call, or a disaster situation, Motorola Solutions understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola Solutions has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network. Motorola Solutions' goal is to provide town of Durham with the qualified resources, to maintain and improve system operation and availability, and to deliver world-class service support. Motorola Solutions has included optional pricing as requested for maintenance support for 5 years after Warranty as an option per the RFP specifications. Motorola Solutions will use commercially reasonable efforts to provide replacement parts and support for Motorola Solutions manufactured fixed infrastructure equipment for seven (7) years from the date of last manufacture and five (5) years for subscriber equipment. Motorola Solutions reserves the right to supply either assemblies or piece parts. Beyond this period, Motorola Solutions will use commercially reasonable efforts to notify the Town, six (6) months in advance of the final production run of any equipment to be cancelled and allow the Town to make a last buy of such equipment. Currently there is no intent on cancellation any of the proposed products.

Please note that civil and site system components such as, but not limited to, Generators, UPS, UPS batteries, combiner networks and Antenna Systems are only covered by their manufacturer's warranty up to 5 years. Any services provided by Motorola Solutions for these items will be considered above contract and will be billed on a time and materials basis. Tower climbs are not included in this proposal.





PROPOSAL TO
TOWN OF DURHAM, NH

SECTION 5 PRICING

COMMUNICATIONS NETWORK UPGRADE

DECEMBER 16, 2021

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Town of Durham, NH
Communications Network Upgrade

Motorola Solutions Confidential Restricted



SECTION 5

PRICING

5.1 PRICING SUMMARY

Description	Price
EQUIPMENT TOTAL:	\$725,792.00
SERVICES: <i>Warranty, Install, System Optimization:</i>	\$910,598.00
STSTEM TOTAL:	\$1,636,390.00
<i>2021 Year End Discount:</i>	<i>(\$249,390.00)</i>
TOTAL SYSTEM WITH DISCOUNT:	\$1,387,000.00

5.2 PAYMENT TERMS

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

*Pricing is valid through December 31, 2021. In order to proceed, Motorola Solutions will need to receive an executed contract and notice to proceed.



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5-2 Pricing





PROPOSAL TO
TOWN OF DURHAM, NH

SECTION 6

CONTRACTUAL DOCUMENTATION

COMMUNICATIONS NETWORK UPGRADE

DECEMBER 16, 2021

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Town of Durham, NH
Communications Network Upgrade

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SECTION 6

CONTRACTUAL DOCUMENTATION

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



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6-2 *Contractual Documentation*

Communications Network Upgrade

Motorola Solutions Confidential Restricted



Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and Strafford County, NH ("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 December 16, 2021

C-2 "Pricing Summary & Equipment List" dated December 16, 2021

C-3 "Implementation Statement of Work" dated December 16, 2021

C-4 "Acceptance Test Plan" or "ATP" December 16, 2021

C-5 "Performance Schedule" dated *intentionally omitted*

Exhibit D "System Acceptance Certificate"

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

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

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

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

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

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

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

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

“System Acceptance” means the Acceptance Tests have been successfully completed.

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

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

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by

mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, 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 Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Motorola Software License Agreement in Exhibit A ("Software License Agreement"). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

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

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

Section 4 SERVICES

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

applicable to the performance of Services will apply to the extended Agreement.

4.2. 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 <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. 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 \$ 1,387,000.00. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A 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. 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: Luke Vincent, IT Director, Town of Durham, NH
Address: 8 Newmarket Road, Durham, NH 03824
Phone: (603) 868-1858
Email: lvincent@ci.durham.nh.us

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

Name: Luke Vincent, IT Director, Town of Durham, NH
Address: 8 Newmarket Road, Durham, NH 03824
Phone: (603) 868-1858

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

Name: Dwayne Michaud, 2-Way Communications Inc.
Address: 19 Durham Street, Portsmouth, NH 03801
Phone: (800) 441-6288

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 The Town of Durham, NH ("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.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 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 Solutions Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

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 Solutions Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____