

To: Chairperson, Aitkin County Board of Commissioners Date: 05/16/2012

From: Sheriff Scott Turner

Title of Item: ARMER Radio System/Pricing

Requested Meeting Date: 05/22/2012 Est. Presentation Time: 30 min

Presenter: Sheriff Scott Turner

Type of Action Requested (check all that apply)

- For info only, no action requested Approve under Routine Business
- For discussion only with possible future action Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion Approve/adopt proposal by resolution (attach draft resolution)
- Authorize filling vacant staff position
- Request to schedule public hearing or sale Other (please list)
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes No (attach explanation) **(see attached memorandum)**
- What type of expenditure is this? Operating Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: _____

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list)

GeoComm Memorandum	Motorola End User Pricing
Motorola Console/Paging System Pricing	End User Radio List by Discipline
VHF Simulcast Radio Tower Sites map	Communication Systems Agreement

SCOTT A. TURNER
SHERIFF OF AITKIN COUNTY

217 Second Street NW, Room 185
Aitkin, MN 56431

218-927-7435 Emergency 911
Sheriff Fax 218-927-7359 / Dispatch Fax 218-927-6887
TOLL FREE 1-888-900-2138

MEMO

TO: Board of Commissioners

DATE: May 15, 2012

FROM: Sheriff Scott Turner

RE: Radio System

After years of planning at both the state and local level, the time has come when the ARMER sites in Aitkin County are all up and on line. The time has also come when Aitkin County must take some action to ensure compliance with the FCC narrow band deadline of December 31, 2012.

If you recall, sometime in the past, the Aitkin County Board set aside some money (I believe the figure was 3.3 million dollars) to accomplish this project. That figure represented the amount that was determined by GeoComm to meet the needs of Aitkin County following an assessment of the radio system, the anticipated needs and the existing radios in use by the users of the Aitkin County radio system.

At the March 8, 2011, meeting of the Aitkin County Board of Commissioners, GeoComm was hired to provide project management services for the migration to the ARMER system and the updating of the simulcast paging system for the emergency response community. A number of meetings were held with the emergency response community, the Aitkin County Sheriff's Office, GeoComm and the State of Minnesota. The system that we propose going forward with is one that best meets the needs of all the response groups and other users with an eye on the costs associated with the project.

Motorola was the vendor that the State of Minnesota selected after meeting with a number of vendors. All equipment that ties into the ARMER system, by rule, must also come from Motorola. The equipment that is being proposed is Motorola equipment that was priced to Aitkin County based on that process (See discounts noted on pricing summary.)

We are happy to say that due to grant funding that was found to buy some items, changes made to the original system designed for Aitkin County and advances in technology, the

price tag attached to the system being proposed will be far less than the cost of 3.3 million dollars.

The pricing summary (see attachment) is broken into three components: Dispatch Counsel, Simulcast Paging System and End User Radios. I will give a brief explanation of each to help understand what it will do for Aitkin County and why it is needed.

Dispatch Console

The proposal is for the Motorola MCC7500 console. This equipment will be in the Sheriff's Office Dispatch Center (Public Safety Answering Point "PSAP") and will allow us to communicate to law enforcement, fire and EMS responders based in Aitkin County and those similar entities that come into Aitkin County during times of need. This will allow us access to the ARMER network and effectively manage "our" ARMER radios on the system. Three operator stations will also allow for one to be in the Emergency Operations Center (EOC) that will be activated during times of need.

The cost of this dispatch counsel can be borne out of the dedicated E911 funds pursuant to Minnesota statute 403.113.

Aitkin County VHF Simulcast Paging System

The proposal is to co-locate VHF simulcast repeaters on each of the six state towers, the Verizon cellular telephone tower near Jacobson and the Great River Energy tower south of Aitkin. We currently have a repeater on the latter two towers at this time.

This portion of the project will allow us to page out all of the emergency responder groups during times of need. That includes the six fire departments based in Aitkin County, the six first responder units based in Aitkin County and the two ambulance services in Aitkin County. It is the method to engage the emergency response systems. The initial proposal was to co-locate just on the state towers. There was much concern from the emergency response community that this would not provide adequate coverage. It would leave the Jacobson area as it was before we made the investment in that repeater about 4 years ago. Similarly, the absence of a repeater near Aitkin would leave a void in that area as well.

We also changed the repeaters to allow for two-way communication to and from the PSAP. This will allow for all entities, most importantly the smaller entities, to continue to use their existing radios and not have to invest in ARMER radios.

Changes in technology have driven the cost of this system down. Even with the addition of the two repeaters to enhance coverage and the change to duplex repeaters, this cost is less than the original proposal.

End User Radios

The initial proposal included the cost to provide end user radios to all emergency response units. The change in the repeater system, to a degree, negated some of this need. There still is a need which is outlined in the attachments. The need was broken

down by discipline. There were also some grant opportunities along the way which we took advantage of to minimize the cost to Aitkin County taxpayers. The costs associated with the needed end user radios are \$389,848.21.

While the Aitkin County Sheriff's Office took the lead in making this project come to fruition, it is not something that serves only the sheriff's office or law enforcement in general. The entities that benefit from this system upgrade are many. Fire departments, ambulance services, first responder units and Aitkin County Road and Bridge are all included in the entities that benefit from this system.

The costs for the above described components:

Motorola MCC7500 Dispatch Console	-	\$403,870.00
VHF Simulcast Paging System	-	\$819,268.00
End User ARMER Radios	-	\$356,567.42
Total		\$1,579,705.40
(Use of Dedicated 911)		<u>403,870</u>
		\$1,175,835.40

- Costs do not include performance bond
- Of the set-aside 3.3 million, the money needed for the above components would be a little over a third of that amount.
- Additional expenditures will be necessary, but those likely will be minimal
- As the ARMER system progresses, additional entities may want to be part of the system.
- With approval of this contract we would anticipate a go live time for Aitkin County of October/November, 2012.

What are our neighbors doing:

Itasca County – has been on the ARMER system for about three years.

Cass County – went live on the ARMER system on April 17, 2012

Crow Wing County – scheduled to go live this year.

Mille Lacs County – scheduled to go live this summer

Kanabec County - went live on the ARMER system on March 29, 2012

Pine County – set to go on ARMER system yet this year

Carlton County – migrating to the ARMER system – not sure of time frame

St. Louis County - to the ARMER system – not sure of time frame

We look forward to discussing this matter with you at the May 22, 2012 meeting. At that time Rey Freeman from GeoComm will be here to answer any additional questions that you may have. We have also invited members from the emergency response community to be on hand as well. The contract with Motorola has been reviewed by County Attorney Ratz and approved as to form.

If you have any additional questions prior to that time, please do not hesitate to call me.

GeoComm

Date: May 14, 2012

Aitkin County Sheriff's Office
217 – 2nd St NW
Aitkin, MN 56431

Attn: Sheriff Scott Turner

Subject: Motorola Radio System Proposal Review and Contract Award Recommendation

Dear Scott:

Aitkin County has received from Motorola a proposal for the system infrastructure equipment and services required for the county's conversion to the 800 MHz State of Minnesota ARMER radio communications network. This proposal was based on the Statement Of Requirements (SOR) document that was prepared by GeoComm and submitted to Motorola, identifying Aitkin County's specific system needs.

The major categories of equipment included in this proposal are the following:

- Dispatcher radio control consoles
- VHF Repeater and Simulcast Paging system for Fire/EMS alerting and communications
- 800 MHz mobile and portable radios for law, fire and EMS agencies

Included in the proposal are numerous related items required for a complete and operational radio system. The proposal from Motorola also includes the installation and programming services needed to ensure the equipment is installed, fully operational, and properly maintained.

The equipment, installation, services, and other details of the Motorola proposal are in compliance with the project's requirements, and will meet the radio communications needs of the County and county agencies.

Overview

The purpose of this RFP process was to establish a contract with Motorola to supply, install and maintain the radio system equipment required for Aitkin County public safety agencies. Motorola's responsibility will include supplying and installing all hardware, software and equipment for the radio system project. A summary of the pricing received from Motorola is shown below, along with the budgeted project costs:

Equipment Item	Motorola	Project Budget
PSAP Console Equipment & Services	\$387,561	\$425,000
1 st Year Warranty and Maintenance Support	\$ 17,488	Included
(Less Motorola Discount – Console)	(\$ 26,792)	(\$ 25,000)
State of MN Sales Tax (est.)	\$ 25,613	Included
VHF Paging & Interoperability System	\$766,234	\$900,000
1 st Year Warranty and Maintenance Support	\$ 33,612	Included
(Less Motorola Discount – VHF Interop)	(\$ 32,225)	(\$ 25,000)
State of MN Sales Tax (est.)	\$ 51,647	Included
Motorola System Cost Total	\$1,223,138	\$1,275,000
800 MHz Mobile Radios	\$261,139.75	\$483,366
800 MHz Portable Radios	\$ 49,854.67	\$92,335
800 MHz Agency Base Radios	\$ 22,714.00	\$43,999
State of MN Sales Tax	\$ 22,859	\$ 42,604
Motorola 800 MHz Radios Cost Total	\$356,567.42	\$662,304
Grand Total – Motorola Equipment	\$1,579,705.40	\$1,937,304.00

Refer to the Motorola proposal documents for a more detailed review of the proposal costs. Please note that the Motorola proposal did not include State of Minnesota Sales Tax, which will be added to the overall proposal as shown above.

The Motorola proposal also contains a line-item component level review of all hardware and equipment being provided for this project. The Motorola proposal is compliant in all other areas of the project, including:

- Performance Bond (optional, not recommended)
- Insurance Certificate and coverage
- Detailed Equipment List and Pricing
- Warranty
- Inspection Plan

Motorola is the primary equipment and services vendor for the ARMER system throughout Minnesota, and all of the pricing in their proposal is based on an existing State of Minnesota contract. GeoComm has good working relationship with Motorola, and has completed numerous city and county projects with them throughout Minnesota. We are satisfied with Motorola's proposal, and are assured that they have the resources to complete this project.

Aitkin County has selected Granite Electronics of St. Cloud, MN, as the preferred subcontractor to work with Motorola for the installation and maintenance of the new radio system equipment. The costs for Granite to perform this work is included in Motorola's pricing.

Proposal Technical Review

Provided here is a brief overview of the technical elements of Motorola's proposal.

- Dispatch Center Radio Console: Motorola will supply and install a new 4-position MCC7500 IP-based radio console system for the Aitkin County dispatch center, which will replace the existing Motorola Centracom Gold Elite console. The new MCC7500 will provide direct connectivity into the ARMER network via microwave radio link, and allow dispatchers access to all ARMER system functions and capabilities.
- VHF Paging and Interoperability: A new VHF tone-and-voice paging and interoperability system is needed for Aitkin County agencies, and Motorola has proposed a new system which will provide simulcast paging transmitters and repeater stations in eight locations:
 - Aitkin (GRE tower)
 - Glen (ARMER tower)
 - Jacobson (Verizon tower)
 - Lawler (ARMER tower)
 - Logan (ARMER tower)
 - Quadna (ARMER tower)
 - Sandy Lake (ARMER tower)
 - White Pine (ARMER tower)

In addition to the new Simulcast paging and EMS voice system, VHF Interoperability repeaters will be provided to ensure full local connectivity with any agencies continuing the use of VHF radios.

- 800 MHz Mobile and Portable Radios: Aitkin County agencies have been working with the Sheriff's Office to determine an appropriate number of new 800 MHz radios to be purchased for use on the ARMER system. Some radios had already been purchased through various grant opportunities prior to this master proposal from Motorola; however it is the County's intent to purchase the remaining radios needed for Aitkin County agencies, and Motorola has included them in this proposal to the county.

The radios included in this proposal and purchase from Motorola will be used by the Sheriff's office and other law enforcement agencies; fire departments, and the County Highway department.

- Installation Services and Warranty: The Motorola proposal includes all installation and technical services required for a fully operational system. The work conducted for this project will be accomplished by both Motorola technical staff as well as Granite Electronics of St. Cloud, as a certified Motorola subcontractor.

The Motorola proposal also includes a full 1-year warranty, including labor and software support for all equipment supplied for this project. The warranty period will begin when Aitkin County begins "Beneficial Use" of the new system.

In addition to the 1-year warranty provided for the project equipment, Motorola has provided the estimated future annual maintenance costs for the following years after the warranty period. Refer to the Motorola proposal for an overview of these costs.

Microwave Radio and VHF Antenna System Equipment

In an effort to expedite the project design process, as well as obtain some additional cost savings, there are some radio system components that were not included in the proposal from Motorola, which includes the following:

- Microwave radio links between the Aitkin PSAP, Aitkin/GRE tower site, and Jacobsen tower site (equipment, installation and FCC licensing)
- Antennas, transmission lines, grounding and lightning protection hardware and installation for all VHF system equipment
- Antennas and cabling for 800 MHz RF control stations at the dispatch center in Aitkin
- Programming and installation of mobile and portable radios

This equipment will be purchased directly though Granite Electronics (St Cloud, MN). It is less expensive to purchase this equipment directly rather than working through Motorola, which would typically be subcontracted or purchased via third party vendors.

These items and other project costs are not included in the Motorola pricing table shown on the previous page, but are included in the master project budget. The estimated total cost for these items is approximately \$330,000, which again have been included in the master project budget. We will provide a revised master project budget once the final pricing is received for these items.

Project Budget:

The estimated total budget after revisions in August of 2011 for the radio system project was approximately \$2,132,000, after all elements were incorporated. The proposed pricing from Motorola is competitive, and is well within the project budget.

Note also the grants that have been received by Aitkin County towards system infrastructure equipment have reduced the overall project costs.

The contract for this project will require the County to provide a 25% initial payment upon contract signing, which would result in a payment of approximately \$382,808.

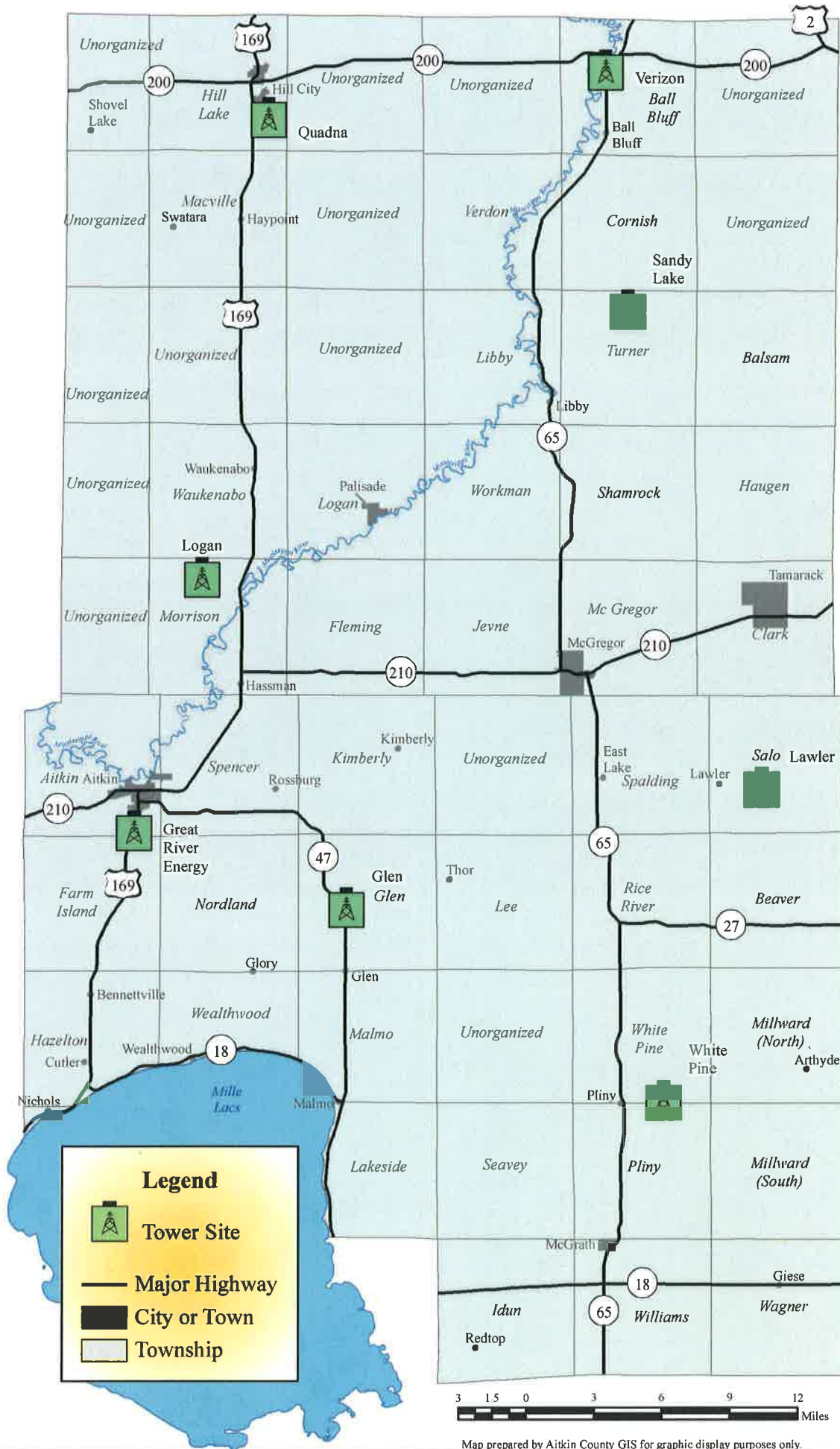
Recommendation:

Motorola has submitted to Aitkin County a proposal for equipment and services that meets the needs of the County, and the pricing of this proposal is well within the budget established for the project. We recommend that Aitkin County establish a contract with Motorola for this equipment with the identified costs for this project.

Sincerely



VHF Simulcast Radio Tower Sites



SCOTT A. TURNER

SHERIFF OF AITKIN COUNTY

217 Second Street NW, Suite 185
Aitkin, MN 56431

As of May 9, 2012

Fire Service	Needed			Purchased			To be Purchased		
	Mobiles	Portables	Base Station	Mobiles	Portables	Base Station	Mobiles	Portables	Base Station
Aitkin	10	15					10	15	
Hill City	4	6	1		6		4	0	1
Jacobson	2	3	1				2	3	1
McGrath	4	3	1				4	3	1
McGregor	9	10	1	2			7	10	1
Palisade	6	4	1				6	4	1
Total Fire Service	35	41	5	2	6		33	35	5

Law Enforcement	Purchased			Needed					
	Mobiles	Portables	Base Station	Mobiles	Portables	Base Station			
Aitkin Co Sheriff	22	22		4	22		18	0	
Aitkin Police Dept	2	6			6		2	0	
Hill City Police Dept	2	2			2		2	0	
McGregor Police Dept	1	2			2		1	0	

Emergency Management	1	6			6		1	0	
Corrections	2	4			4		2	0	
Probation		2						2	
Total Law Enforcement	30	44		4	42		26	2	

Road and Bridge	Purchased			Needed					
	Mobiles	Portables	Base Station	Mobiles	Portables	Base Station			
Aitkin County	49	4			49		49	4	
Total Road and Bridge	49	4			49		49	4	



Exhibit B: Pricing Summary Aitkin County, MN - MCC7500 Console Project

Equipment Description	Sale Price
MCC 7500 Console System- Equipment Price :	\$ 214,775.00

The site equipment addressed in Exhibit C-2: Equipment List includes:

- * (3) MCC 7500 Console Operator positions in Dispatch with Console "Spares"
 - (2) Speakers per Position - (2) Headset Jacks
 - (1) Gooseneck Microphone
- * (1) MCC 7500 Console Operator "Patch" position in Equipment Room
- * (2) each; Rack-Mounted Routers & Rack-Mounted Switches
- * (4) Conventional Channel Gateways (CCGW)
- * (2) 7.0 foot Equipment Racks
- * (4) XTL5000 Consolettes (Backup or Logging)
- * (3) MC2500 Digital Desk Sets
- * (1) KVL4000 Unit - **DES**

Aitkin County is responsible for providing monitors for all console positions. plus the Services listed below. Year 2012 Installation.

Project Services:		
Project Management:	\$ 27,963.00	
Engineering & Testing:	\$ 16,659.00	
System Technologist Programming & Optimization:	\$ 27,355.00	
CCSi/Staging:	\$ 10,634.00	
Subcontractor Installation:	\$ 77,264.00	
Console Operator & Supervisor Training:	\$ 8,656.00	
Documentation:	\$ 4,255.00	
System Integration/Project Management Services Total:	\$ 172,786.00	\$ 172,786.00
(See Below) 1st Year Warranty Services:	\$ 17,488.00	\$ 17,488.00
Performance Bond:	\$ 3,026.00	\$ 3,026.00
Freight:	Included	Included
(See NOTE 3 Below) GOLD ELITE CONSOLE TRADE-IN CREDIT:		\$ (15,000.00)
LESS - SYSTEM DISCOUNT (NOTE 3):		\$ (11,792.00)
AITKIN COUNTY - MCC7500 CONSOLE PROJECT - SUBTOTAL:		\$ 381,283.00

* NOTE 1: The Grand Total shown above does not include MN Sales Tax or any other applicable local, state or federal taxes.

* NOTE 2: If a Performance Bond is not required, the price of the Performance Bond shown above may be deducted from the Grand Total shown above.

* NOTE 3: For the Trade-In Credit to apply, Aitkin County must execute a contract with Motorola by no later than May 30, 2012. Aitkin County is offered a \$5,000 per Gold Elite Operator Position Trade-In for a total of \$15,000.00.

1ST YEAR WARRANTY SERVICES

- | | |
|--|--|
| * Technician Dispatch | * Dial-In Technical Support |
| * On-Site Infrastructure Response (7x24x365) | * Infrastructure Repair w/ Advance Replacement |
| | * Annual Preventative Maintenance Check |

The services shown above are included in the 1st Year Warranty and Granite Electronics, a Motorola Service Provider (MSP), acceptable to ARMER/MnDOT, will be used in conjunction with the Motorola System Monitoring Center in Schaumburg, IL and our Field Service Organization and System Technologists.

Aitkin County, MN - VHF Simulcast Paging System



Exhibit B: Pricing Summary

Equipment Description	Sale Price
VHF Interop Repeaters - Equipment Price:	\$ 16,900.00
The site equipment addressed in Exhibit C-2: Equipment List includes: One (1) MTR3000 VHF repeater at the Quadna site	
8-Site, 1-Channel VHF Simulcast Paging System - Equipment Price:	\$ 522,906.00
The site equipment addressed in Exhibit C-2: Equipment List includes: * (8) VHF GTR8000 Simulcast Paging Stations (1 per paging site) * (8) TRAK GPS Units (1 per paging site) * (1) MLC8000 Comparator located at the Glen ARMER site (Paging Prime Site)	
EQUIPMENT PRICE:	\$ 539,806.00

plus the Services listed below. Year 2012 Installation.

Project Services:		
Project Management:	\$ 30,356.00	
Engineering & Testing:	\$ 16,168.00	
System Technologist Programming & Optimization:	\$ 29,696.00	
CCSI/Staging:	\$ 25,700.00	
Subcontractor Installation:	\$ 119,889.00	
Documentation:	\$ 4,619.00	
System Integration/Project Management Services Total:	\$ 226,428.00	\$ 226,428.00
(See Below) 1st Year Warranty Services:	\$ 33,612.00	\$ 33,612.00
Performance Bond:	\$ 5,076.00	\$ 5,792.00
Freight:	Included	Included
LESS: SYSTEM DISCOUNT (NOTE 4):		\$ (32,225.00)

AITKIN COUNTY - VHF SIMULCAST PAGING SYSTEM - SUBTOTAL:	\$ 773,413.00
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AITKIN COUNTY PROJECT - GRAND TOTAL:	\$ 1,154,696.00
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*** NOTE 4: For the System Discount to apply, Aitkin County must execute a contract with Motorola by no later than May 30, 2012.**

1st YEAR WARRANTY SERVICES

- * Technician Dispatch
- * On-Site Infrastructure Response (7x24x365)
- * Dial-In Technical Support
- * Infrastructure Repair w/ Advance Replacement
- * Annual Preventative Maintenance Check

The services shown above are included in the 1st Year Warranty and Granite Electronics, a Motorola Service Provider (MSP), acceptable to ARMER/MnDOT, will be used in conjunction with the Motorola System Monitoring Center in Schaumburg, IL and our Field Service Organization and System Technologists.

POST-WARRANTY SERVICES: Annual Budgetary Pricing

Gary Ledin, Motorola's Customer Support Manager, will meet with the Aitkin County Project Director prior to the cut-over of the new MCC7500 console positions to discuss Motorola's Post-Warranty Services and pricing. Preliminary Post-Warranty pricing is shown in the proposal document Exhibit D: Preface-1st Year Warranty Service, on Page 13.



MOTOROLA SOLUTIONS, INC.

Date: Apr. 25, 2012

Contract #: 437255

Quote #:

Customer #: 100097760

Prepared By: Chris Lentz

Phone: 612 554 6960

Prepared For: Sheriff Scott Turner
Company: Altkdn County Sheriff's Office
Phone: 218 927 7435
Fax: 218 927 7359

Bill To: Altkdn County Sheriff's Office
Address: 217 Second Street Northwest
Altkdn, MN 56431
Attn: Sheriff Scott Turner

Ship to: Altkdn County Sheriff's Office
Address: 217 Second Street Northwest
Altkdn, MN 56431
Attn: Sheriff Scott Turner

Table with 10 columns: Item #, Qty, Nomenclature, Item Description, Unit List Price, Extended List Price, APC, Disc. %, Unit Bid Price, Extended Bid Price. Section: PORTABLE RADIOS. Includes items like XTS 1500, Software 9600 Baud, 2000mAH NIMH FM Battery, 2-Year E.S.P., and June 22 Order Incentive.

Table with 10 columns: Item #, Qty, Nomenclature, Item Description, Unit List Price, Extended List Price, APC, Disc. %, Unit Bid Price, Extended Bid Price. Section: PORTABLE RADIOS. Includes items like XTS 2500 Model II, Software 9600 Baud, 2000mAH NIMH FM Battery, 2-Year E.S.P., and June 22 Order Incentive.

Table with 10 columns: Item #, Qty, Nomenclature, Item Description, Unit List Price, Extended List Price, APC, Disc. %, Unit Bid Price, Extended Bid Price. Section: PORTABLE RADIOS. Includes items like XTS 2500 Model II, Software 9600 Baud, 2000mAH NIMH FM Battery, ENH: ADP Privacy Software Encryption, 2-Year Encryption E.S.P., and June 22 Order Incentive.

TOTAL PORTABLES Total List: \$ 179,722.00 Total Bid: \$ 102,395.96

MOBILE RADIOS

Table with 10 columns: Item #, Qty, Nomenclature, Item Description, Unit List Price, Extended List Price, APC, Disc. %, Unit Bid Price, Extended Bid Price. Section: MOBILE RADIOS. Includes items like XTL 1500 Dashmount Model, ENH: 9600 Astro Digital Operation Software, Auxiliary 5 Watt Speaker, Antenna 3DB Gain, 2-Year E.S.P., and June 22 Order Incentive.

Table with 10 columns: Item #, Qty, Nomenclature, Item Description, Unit List Price, Extended List Price, APC, Disc. %, Unit Bid Price, Extended Bid Price. Section: MOBILE RADIOS. Includes items like XTL 2500 'MantaRey' Main Model, ADD: XTL 2500 Control Head, ADD: XTL 2500 Control Head Software, Astro Digital CAI Operation Software, Smartzone/Singlzone System Software, Astro 25 Software, ADD: REMOTE MOUNT, Standard Palm Microphone, Auxiliary 5 Watt Speaker, Antenna 3DB Gain, Enhanced Digital ID Display, 2-Year E.S.P., and June 22 Order Incentive.

Table with 10 columns: Item #, Qty, Nomenclature, Item Description, Unit List Price, Extended List Price, APC, Disc. %, Unit Bid Price, Extended Bid Price. Section: MOBILE RADIOS. Includes items like XTL 2500 'MantaRey' Main Model, ADD: XTL 2500 Control Head, ADD: XTL 2500 Control Head Software, Astro Digital CAI Operation Software, Smartzone/Singlzone System Software, Astro 25 Software, ADD: REMOTE MOUNT, Standard Palm Microphone, Auxiliary 5 Watt Speaker, Antenna 3DB Gain, Enhanced Digital ID Display, ADD: ADP Privacy Software Based, 2-Year E.S.P., and June 22 Order Incentive.

TOTAL MOBILES Total List: \$ 384,601.00 Total Bid: \$ 263,971.50

CONTROL STATIONS

Table with 10 columns: Item #, Qty, Nomenclature, Item Description, Unit List Price, Extended List Price, APC, Disc. %, Unit Bid Price, Extended Bid Price. Section: CONTROL STATIONS. Includes items like XTL2500 764-870MHZ, 10-35W, ENH: SOFTWARE ASTRO DIGITAL CAI, ENH: SOFTWARE SMARTZONE/SINGLETONE, ADD: P25 TRUNKING SOFTWARE, and ADD: CONTROL STATION OPERATION.

Fire	5	G442	ADD: XTL2500 CONTROL HEAD	292.00	\$	1,460.00	514	25%	\$	219.00	\$	1,095.00
Fire	5	G444	ADD: CONTROL HEAD SOFTWARE		\$	-		25%	\$	-	\$	-
Fire	5	G66	ADD: DASH MOUNT	125.00	\$	625.00	500	25%	\$	93.75	\$	468.75
Fire	5	G89	ADD: NO ANTENNA NEEDED		\$	-		25%	\$	-	\$	-
Fire	5	W382	ADD: CONTROL STATION DESK MICROPHON	169.00	\$	845.00	500	25%	\$	126.75	\$	633.75
Fire	5	G142	DEL: OMIT SPEAKER		\$	-		25%	\$	-	\$	-
Fire	5	G114	ENH: ENHANCED DIGITAL ID DISPLAY	75.00	\$	375.00	500	25%	\$	66.25	\$	281.25
Fire	5	G91	ADD: CONTROL STATION POWER SUPPLY	269.00	\$	1,345.00	500	25%	\$	201.75	\$	1,008.75
Fire	5	G78	ENH: 2 YEAR ENCRYPTION REPAIR SERVICE	137.00	\$	685.00		0%	\$	137.00	\$	685.00
				Total List:	\$	22,120.00				Total Bid:	\$	16,761.25

CONTROL STATIONS w/ ADP

Law	2	M21URM9PW1N	XTL2500 764-870MHZ, 10-35W	1,497.00	\$	2,984.00	514	25%	\$	1,122.75	\$	2,245.50
Law	2	G806	ENH: SOFTWARE ASTRO DIGITAL CAI	515.00	\$	1,030.00	514	25%	\$	386.25	\$	772.50
Law	2	G51	ENH: SOFTWARE SMARTZONE/SINGLESTONE	975.00	\$	1,950.00	514	25%	\$	731.25	\$	1,462.50
Law	2	G361	ADD: P25 TRUNKING SOFTWARE	300.00	\$	600.00	658	25%	\$	225.00	\$	450.00
Law	2	W665	ADD: CONTROL STATION OPERATION	70.00	\$	140.00	500	25%	\$	52.50	\$	105.00
Law	2	G442	ADD: XTL2500 CONTROL HEAD	292.00	\$	584.00	514	25%	\$	219.00	\$	438.00
Law	2	G444	ADD: CONTROL HEAD SOFTWARE		\$	-		25%	\$	-	\$	-
Law	2	G66	ADD: DASH MOUNT	125.00	\$	250.00	500	25%	\$	93.75	\$	187.50
Law	2	G89	ADD: NO ANTENNA NEEDED		\$	-		25%	\$	-	\$	-
Law	2	W382	ADD: CONTROL STATION DESK MICROPHON	169.00	\$	338.00	500	25%	\$	126.75	\$	253.50
Law	2	G142	DEL: OMIT SPEAKER		\$	-		25%	\$	-	\$	-
Law	2	G193	ENH: ADP PRIVACY SOFTWARE ENCRYPTION	10.00	\$	20.00		25%	\$	7.50	\$	15.00
Law	2	G114	ENH: ENHANCED DIGITAL ID DISPLAY	75.00	\$	150.00	500	25%	\$	56.25	\$	112.50
Law	2	G91	ADD: CONTROL STATION POWER SUPPLY	269.00	\$	538.00	500	25%	\$	201.75	\$	403.50
Law	2	G78	ENH: 2 YEAR ENCRYPTION REPAIR SERVICE	137.00	\$	274.00		0%	\$	137.00	\$	274.00
				Total List:	\$	8,868.00				Total Bid:	\$	6,719.50

TOTAL CONTROL STATIONS Total List: \$ 8,868.00 Total Bid: \$ 23,480.75

TOTAL ALL SUBSCRIBERS Total List: \$ 572,191.00 Total Bid: \$ 389,848.21

JAMES P. RATZ
AITKIN COUNTY ATTORNEY
217 SECOND STREET N.W., ROOM 231
AITKIN, MINNESOTA 56431

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SENIOR ASSISTANT COUNTY ATTORNEY
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SARAH WINGE
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PARALEGALS
MICHELE J. MOTHERWAY
TAMMY K. SPELDRICH

CRIME VICTIM COORDINATOR
JESSICA L. BROWN
TELEPHONE (218) 927-7446

MEMORANDUM

TO: Scott Turner, Sheriff

FROM: James P. Ratz, County Attorney *JPR*

DATE: 5/7/2012

RE: Review of Communication Systems Agreement

I have reviewed the above-referenced agreement and find it to be appropriate as to form.

JPR:lms

Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and Aitkin County ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description" dated April 25, 2012
C-2	"Equipment List" dated April 25, 2012
C-3	"Statement of Work" dated April 25, 2012
C-4	"Acceptance Test Plan" or "ATP" dated April 25, 2012
C-5	"Performance Schedule" dated April 25, 2012
Exhibit D	Service Statement(s) of Work and "Service Terms and Conditions" (if applicable)
Exhibit E	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "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.
- 2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

- 2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.11. "Non-Motorola Software" means Software that another party owns.
- 2.12. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.13. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.15. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.
- 2.16. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.
- 2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.
- 2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary

terms in the order, 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. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) 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 <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

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

3.8. 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.

3.9. 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 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 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$_____. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

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

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

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

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

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

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles 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.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate physical space; air conditioning and other environmental conditions; adequate and appropriate electrical

power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the 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.

6.3. **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 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the 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 8 SYSTEM ACCEPTANCE

8.1. **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.

8.2. **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.

8.3. **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.

8.4 **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 9 REPRESENTATIONS AND WARRANTIES

9.1. **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.

9.2. **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 within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

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

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

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

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

Section 10 DELAYS

10.1. **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 for a time period that is reasonable under the circumstances.

10.2. **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 11 DISPUTES

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

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

11.2. **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.

11.3. **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.

11.4. **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.

11.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 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 12 DEFAULT AND TERMINATION

12.1 **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.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, 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.

Section 13 INDEMNIFICATION

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

13.2. **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.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. 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.

13.3.2. 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.

13.3.3. 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.

13.3.4. This Section 13 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 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 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 services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. 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 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

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

15.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola

does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

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

16.2. **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.

16.3. **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.

16.4. **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.

16.5. **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.

16.6. **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.

16.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be

amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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

Motorola Solutions, Inc.
Attn: Law Dept. / Commercial Counsel
1309 East Algonquin Road, SH5
Schaumburg, IL 60196
fax: (847) 576-0721

Aitkin County Sheriff's Office
Attn: _____

fax: _____

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

16.10. 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.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. 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. 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 by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support 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.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

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

SOFTWARE LICENSE AGREEMENT

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

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

Section 1 DEFINITIONS

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

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

Section 4 LIMITATIONS ON USE

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

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

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

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

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

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 RSS and Motorola's

FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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

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

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

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

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

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

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

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

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

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

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

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

SCOTT A. TURNER
SHERIFF OF AITKIN COUNTY

217 Second Street NW, Room 185
Aitkin, MN 56431

218-927-7435 Emergency 911
Sheriff Fax 218-927-7359 / Dispatch Fax 218-927-6887
TOLL FREE 1-888-900-2138

MEMO

TO: Board of Commissioners

DATE: May 15, 2012

FROM: Sheriff Scott Turner

RE: Radio System

After years of planning at both the state and local level, the time has come when the ARMER sites in Aitkin County are all up and on line. The time has also come when Aitkin County must take some action to ensure compliance with the FCC narrow band deadline of December 31, 2012.

If you recall, sometime in the past, the Aitkin County Board set aside some money (I believe the figure was 3.3 million dollars) to accomplish this project. That figure represented the amount that was determined by GeoComm to meet the needs of Aitkin County following an assessment of the radio system, the anticipated needs and the existing radios in use by the users of the Aitkin County radio system.

At the March 8, 2011, meeting of the Aitkin County Board of Commissioners, GeoComm was hired to provide project management services for the migration to the ARMER system and the updating of the simulcast paging system for the emergency response community. A number of meetings were held with the emergency response community, the Aitkin County Sheriff's Office, GeoComm and the State of Minnesota. The system that we propose going forward with is one that best meets the needs of all the response groups and other users with an eye on the costs associated with the project.

Motorola was the vendor that the State of Minnesota selected after meeting with a number of vendors. All equipment that ties into the ARMER system, by rule, must also come from Motorola. The equipment that is being proposed is Motorola equipment that was priced to Aitkin County based on that process (See discounts noted on pricing summary.)

We are happy to say that due to grant funding that was found to buy some items, changes made to the original system designed for Aitkin County and advances in technology, the

price tag attached to the system being proposed will be far less than the cost of 3.3 million dollars.

The pricing summary (see attachment) is broken into three components: Dispatch Counsel, Simulcast Paging System and End User Radios. I will give a brief explanation of each to help understand what it will do for Aitkin County and why it is needed.

Dispatch Console

The proposal is for the Motorola MCC7500 console. This equipment will be in the Sheriff's Office Dispatch Center (Public Safety Answering Point "PSAP") and will allow us to communicate to law enforcement, fire and EMS responders based in Aitkin County and those similar entities that come into Aitkin County during times of need. This will allow us access to the ARMER network and effectively manage "our" ARMER radios on the system. Three operator stations will also allow for one to be in the Emergency Operations Center (EOC) that will be activated during times of need.

The cost of this dispatch counsel can be borne out of the dedicated E911 funds pursuant to Minnesota statute 403.113.

Aitkin County VHF Simulcast Paging System

The proposal is to co-locate VHF simulcast repeaters on each of the six state towers, the Verizon cellular telephone tower near Jacobson and the Great River Energy tower south of Aitkin. We currently have a repeater on the latter two towers at this time.

This portion of the project will allow us to page out all of the emergency responder groups during times of need. That includes the six fire departments based in Aitkin County, the six first responder units based in Aitkin County and the two ambulance services in Aitkin County. It is the method to engage the emergency response systems. The initial proposal was to co-locate just on the state towers. There was much concern from the emergency response community that this would not provide adequate coverage. It would leave the Jacobson area as it was before we made the investment in that repeater about 4 years ago. Similarly, the absence of a repeater near Aitkin would leave a void in that area as well.

We also changed the repeaters to allow for two-way communication to and from the PSAP. This will allow for all entities, most importantly the smaller entities, to continue to use their existing radios and not have to invest in ARMER radios.

Changes in technology have driven the cost of this system down. Even with the addition of the two repeaters to enhance coverage and the change to duplex repeaters, this cost is less than the original proposal.

End User Radios

The initial proposal included the cost to provide end user radios to all emergency response units. The change in the repeater system, to a degree, negated some of this need. There still is a need which is outlined in the attachments. The need was broken

down by discipline. There were also some grant opportunities along the way which we took advantage of to minimize the cost to Aitkin County taxpayers. The costs associated with the needed end user radios are \$389,848.21.

While the Aitkin County Sheriff's Office took the lead in making this project come to fruition, it is not something that serves only the sheriff's office or law enforcement in general. The entities that benefit from this system upgrade are many. Fire departments, ambulance services, first responder units and Aitkin County Road and Bridge are all included in the entities that benefit from this system.

The costs for the above described components:

Motorola MCC7500 Dispatch Console	-	\$403,870.00
VHF Simulcast Paging System	-	\$819,268.00
End User ARMER Radios	-	\$356,567.42
Total		\$1,579,705.40
(Use of Dedicated 911)		<u>403,870</u>
		\$1,175,835.40

- Costs do not include performance bond
- Of the set-aside 3.3 million, the money needed for the above components would be a little over a third of that amount.
- Additional expenditures will be necessary, but those likely will be minimal
- As the ARMER system progresses, additional entities may want to be part of the system.
- With approval of this contract we would anticipate a go live time for Aitkin County of October/November, 2012.

What are our neighbors doing:

Itasca County – has been on the ARMER system for about three years.

Cass County – went live on the ARMER system on April 17, 2012

Crow Wing County – scheduled to go live this year.

Mille Lacs County – scheduled to go live this summer

Kanabec County - went live on the ARMER system on March 29, 2012

Pine County – set to go on ARMER system yet this year

Carlton County – migrating to the ARMER system – not sure of time frame

St. Louis County - to the ARMER system – not sure of time frame

We look forward to discussing this matter with you at the May 22, 2012 meeting. At that time Rey Freeman from GeoComm will be here to answer any additional questions that you may have. We have also invited members from the emergency response community to be on hand as well. The contract with Motorola has been reviewed by County Attorney Ratz and approved as to form.

If you have any additional questions prior to that time, please do not hesitate to call me.