

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, August 27, 2018, 7:00pm

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies

1. Suicide Prevention Proclamation [Pg. 3]
2. Bully Prevention Proclamation [Pg. 4]

E. Scheduled Public Appearances

(Informational presentations to Council on non-agenda items – 10 minute limit per person.)

1. Curry Community Health Poster Contest – Brooklyn Wease [Pg. 5]
(Council will be asked to choose a winner)

F. Oral Requests and Communications from the audience

(Public Comments on non-agenda items – 5 minute limit per person.*)

G. Consent Calendar

1. Approve Council minutes for August 13, 2018 [Pg. 13]
2. Accept TPAC minutes for July 12, 2018 [Pg. 15]
3. Approve Sushi Noodle House Liquor License [Pg. 17]
4. Approve Misty Mountain Brewing Liquor License [Pg. 19]
5. Receive monthly financial report for July 2018 [Pg. 21]

H. Staff Reports

1. 911 Equipment Needs [Police, Pg. 27]
 - a. Motorola Proposal [Pg. 29]
 - b. Avtec Scout Proposal [Pg. 82]
 - c. Day Wireless Quote [Pg. 87]
2. Salmon Run Occasion Hall [Parks, Pg. 88]
 - a. Hansen Building Quote [Pg. 90]
 - b. Salmon Run Benefits Analysis [Pg. 99]
 - c. SCDC Business Proposal [Pg. 101]
3. Azalea Park Ball Fields Lighting-Wiring Contract [PWDS, Pg. 107]
 - a. Quote [Pg. 108]
4. Coastal Christmas Request [City Recorder, Pg. 112]
 - a. Request [Pg. 113]
5. Rock the Chetco Evaluation [City Recorder, Pg. 114]
 - a. Evaluation [Pg. 115]

I. Remarks from Mayor and Councilors

J. Adjournment

*Obtain Public Comment Forms and view the agenda and packet information on-line at www.brookings.or.us, at City Hall and at the local library. Return completed Public Comment Forms to the City Recorder before the start of meeting or during regular business hours.

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1137 if you have any questions regarding this notice.

City of Brookings *Proclamation*

WHEREAS, more Americans and more Oregonians killed themselves last year than ever before; and

WHEREAS, Oregon ranks 16th nationally in death by suicide and is the eighth leading cause of death and the second leading cause for death for 15-34 year-olds; and

WHEREAS, over 10% of Curry County 8th and 11th graders and almost 9% of 6th graders actually attempted suicide in the 12 months prior to the April, 2016 Oregon Student Wellness survey; and

WHEREAS, the stigma associated with mental illness and suicide works against suicide prevention by discouraging persons at risk from seeking lifesaving help; and

WHEREAS, by far the majority of youth in crisis don't call a crisis phone line but do text; and

WHEREAS, by increasing awareness of suicide as a public health issue supports citizens to reduce the stigma by talking about mental health; and

WHEREAS, suicide is preventable and prevention starts with recognizing the warning signs and taking them seriously and by gaining new knowledge of suicide prevention with awareness of the Crisis Text Line 741741

NOW, THEREFORE, I, Jake Pieper, Mayor of the City of Brookings, hereby declare September, 2018 as

Suicide Prevention & Awareness Month

BE IT FURTHER RESOLVED, that the Council encourages schools, students, parents, health care workers, religious institutions, and community organizations to engage in a variety of prevention and awareness activities designed to encourage everyone to carry a semicolon wallet card and work to remove the stigma around suicide.

In Witness Whereof, I, Mayor Jake Pieper, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 27th day of August, 2018.

Mayor Jake Pieper

City of Brookings *Proclamation*

WHEREAS, bullying is physical, verbal, sexual, or emotional intimidation or harm intentionally directed at a person or group of people and occurs in neighborhoods, playgrounds, schools, on the job and through technology; and

WHEREAS, research indicates that bullying is the most common form of violence, annually affecting thousands of Oregon children and adolescents; and

WHEREAS, over half of all Curry County 6th and 8th graders and 39% of 11th graders felt harassed during the 12 months before the April, 2016 survey and from 74 to 89% of 6th, 8th, and 11th graders heard other students bully another student and heard other spread mean rumors; and

WHEREAS, targets of bullying are more likely to acquire physical, emotional and learning problems; and

WHEREAS, children who bully are at a greater risk of engaging in more serious violent behaviors, while children who witness bullying often feel less secure, more fearful, and intimidated.

NOW, THEREFORE, I, Jake Pieper, Mayor of the City of Brookings, hereby declare the month of October, 2018, as

Bully Prevention Month

BE IT FURTHER RESOLVED, that all Brookings, Oregon citizens are encouraged to engage in activities designed to make our communities safer for all children and adolescents, and show support for students who experienced bullying and invite young people to take an active role by becoming Upstanders and not just Bystanders.

In Witness Whereof, I, Mayor Jake Pieper, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 27th day of August, 2018.

Mayor Jake Pieper

From: [Brooklyn Wease](#)
To: tdavis@brookings.or.us
Subject: Prevention Poster Contest
Date: Monday, July 23, 2018 1:07:40 PM

Hello,

We on the prevention team at Curry Community Health are having a prevention poster design contest for youth in Curry County. On July 31st, we will be hosting an event for children in Brookings to come and create their own prevention poster. We hope to present these posters to the Brookings City Council at their meeting on August 27. The winning poster, chosen by the council, will go on to be judged (along with the winning posters from Gold Beach and Port Orford) by the County Commissioners. The poster chosen by the commissioners will become Curry Community Health's new prevention poster.

Thank you,

Brooklyn Wease

Tobacco Prevention and Education Program Coordinator
Curry Community Health
weaseb@currych.org
541-813-2535 ext. 3317

Basketball be
healthy play
sports

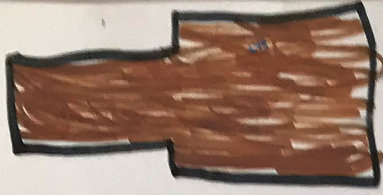


Q

Jayden Kildan
Jayden

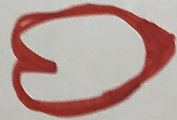
I Wine
no

Beer
no



Sports Avesport

apple
yes



cherry
yes





correr

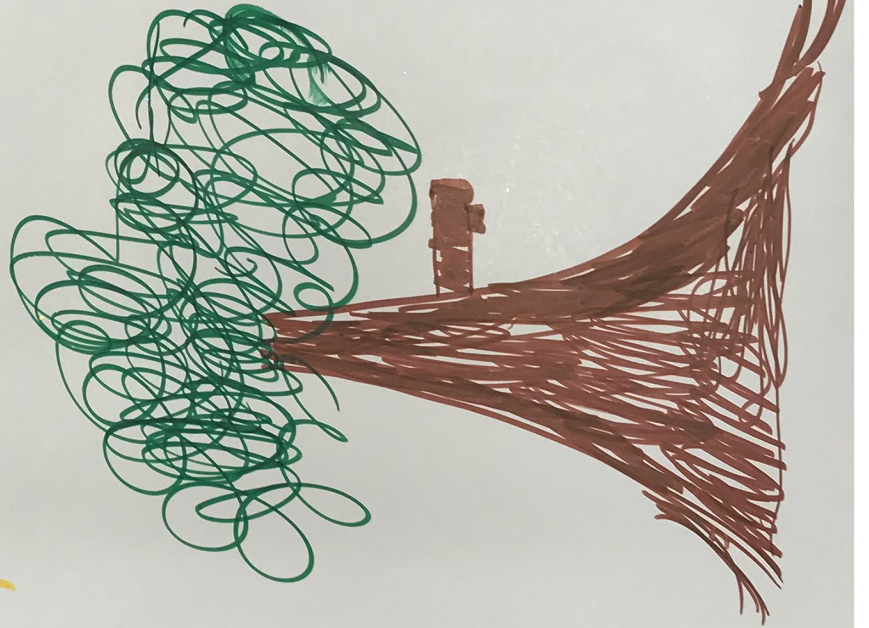
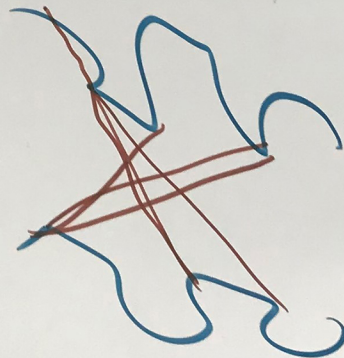
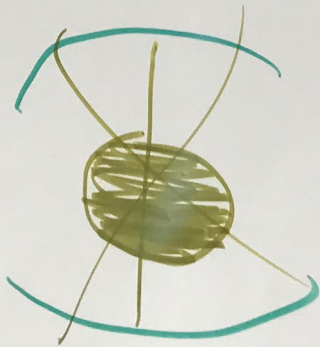
running
the track

hoputting

*garbage

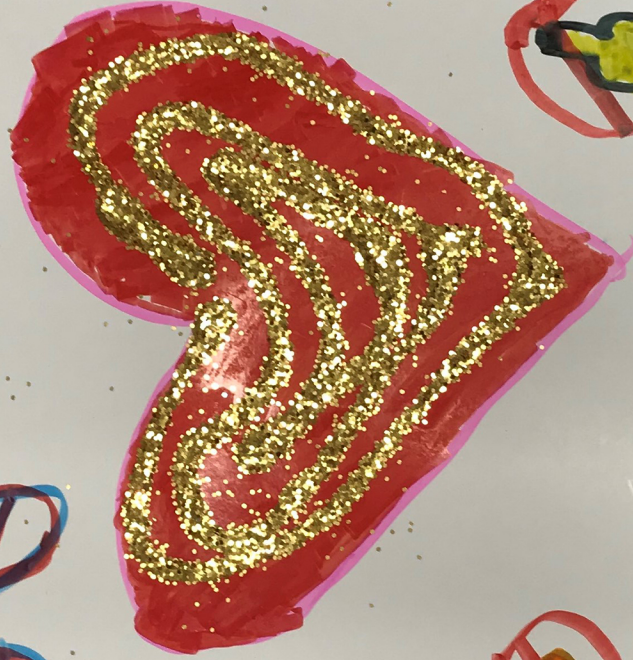
in the lakes

*snorkels



Sports

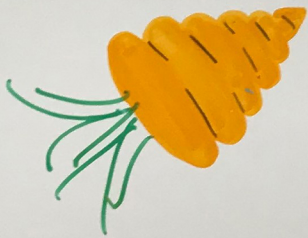
NOT DRESS!



Bryce

Sophi

Kylie



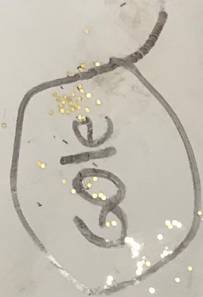
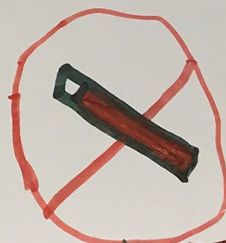
Every Body should eat healthy

Makenna Wilduff

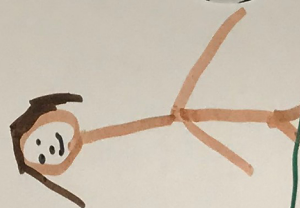
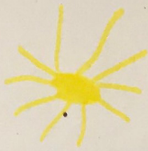
Eat healthy

do Not eat

bad :.



Go outside and play sports



City of Brookings

CITY COUNCIL MEETING MINUTES

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

Monday, August 13, 2018

Call to Order

Mayor Pieper called the meeting to order at 7:00 PM.

Roll Call

Council present: Mayor Jake Pieper, Councilors Bill Hamilton, Brent Hodges, Ron Hedenskog, and Dennis Triglia present; a quorum present.

Staff present: City Manager Janell Howard, Public Works & Development Director Tony Baron, Deputy Public Works & Development Director Jay Trost, Police Chief Kelby McCrae, Fire Chief Jim Watson, Deputy Finance & Human Resources Director Lu Ehlers, and City Recorder Teri Davis.

Media Present: No media present

Others Present: Approximately 25 audience members.

Ceremonies/Appointments

Recognition of Retired Police Chief Chris Wallace

Gold Beach Police Chief Woods presented a recognition plaque to Chief Wallace on behalf of the Oregon Association Chiefs of Police.

City Manager Howard thanked Chief Wallace for his service and friendship.

City Councilors each thanked and congratulated Chief Wallace for his service and professionalism. Mayor Pieper noted Chief Wallace has earned unparalleled respect.

Mayor Pieper presented a recognition plaque to Chief Wallace.

Chief Wallace thanked everyone present; he noted it has truly been an honor and privilege and a remarkable opportunity.

Appearance

1. Connie Hunter addressed Council regarding the V.A. Healthcare Summit 2.0 on September 21, 2018 from 9 a.m. until 2 p.m. at Southwestern Oregon Community College
 - She requested a letter of support from Council to be sent to two invited guest speakers

Oral Requests and Communications from the audience

1. Joseph "Pat" Gallagher of 717 Old County Road addressed Council regarding a neighbor/blight issue

2. David Carlson of 1223 Barclay Lane addressed Council regarding the removal of trees at Azalea Park
3. Candice Michel of 1253 Rowland Lane addressed Council regarding the removal of trees at Azalea Park

Staff Reports

Park Use Fee Waiver – Brookings Harbor Community Theater

Public Works & Development Director Baron presented the staff report.

Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to waive the park use fees in the amount of \$126 for the Brookings Harbor Community Theater.

Consent Calendar

1. Approve Council minutes for July 23, 2018
2. Approve Planning Commission minutes for June 5, 2018

Councilor Hodges moved, Councilor Hedenskog seconded and Council voted unanimously to approve the Consent Calendar.

Remarks from Mayor and Councilors

Councilor Triglia thanked the Festival of Art in Stout Park organizers

Councilor Hamilton advised the MDA Car Show is scheduled for Saturday, September 1 at the Lucky 7 Casino.

Councilor Hamilton noted he appreciated the Wednesday night concert and the Pirate Festival organizers, both of which were well-attended.

Adjournment

Councilor Hedenskog moved, Councilor Hamilton seconded, and Mayor Pieper adjourned the meeting at 8:03 p.m.

Respectfully submitted:

ATTESTED:

this _____ day of _____ 2018:

Jake Pieper, Mayor

Teri Davis, City Recorder

TOURISM PROMOTION ADVISORY COMMITTEE (TPAC) MINUTES
Thursday – July 12, 2018

CALL TO ORDER

Meeting called to order at 4:01 PM

1. ROLL CALL

Present: Committee members Candice Michel, Sonya Billington, Dane Tippman, Bob Pieper, Barbara Ciaramella, and Skip Watwood.

Also present: Council Liaison Bill Hamilton and Staff Committee Liaison Teri Davis

2. APPROVAL OF MINUTES –

Candice Michel requested edits to the minutes regarding the Salmon Run Occasion Hall, noting that the Committee believed the purchase to be inevitable and its funding timing the Committee's only action item. If the Committee members had understood they could vote against the item, four out of six would have voted against.

Motion made by Dane Tippman to approve the minutes of June 14, 2018 with edits, motion seconded by Sonya Billington and Committee voted; the motion carried unanimously.

3. Public Comment – Mike Frederick asked about the timing of his Rock the Chetco event evaluation for the agenda. Teri will check on the paperwork.

4. ACTION ITEMS

a. Oregon South Coast Regional Tourism Network – Julie Miller presented

- Offering TOT funding guidance and information regarding collaborative marketing opportunities

The Committee took no action.

b. Travel & Adventure Show – Teri Davis presented.

- Collaborative effort for the entire region this year from Reedsport south, sharing booth space
- Two participation options: \$200 for simply having the City's materials disseminated or \$500 to include a banner and City representation.
- Committee discussed the possibility of allowing a business representative to participate in the booth (at their own expense).

Motion made by Candice Michel to allot \$1,000 in TOT funds to participate at the \$500 level and to cover travel costs of City representative, motion seconded by Dane Tippman and Committee voted; the motion carried unanimously.

c. Spectrum Digital Campaign – Brian Marchant presented

- \$3000 campaign proposal
- The Committee discussed the best target market for this six month period.

Motion made by Candice Michel to recommend to Council to extend the advertising campaign contract with Spectrum Digital, motion seconded by Bob Pieper and Committee voted; the motion carried 5-1 with Dane Tippman voting 'nay'.

d. Bicoastal Media Ad Campaign – Larry Timpe presented

The Committee took no action.

e. KOB! Ad Campaigns

The Committee took no action.

f. Billboard Advertising Proposal

The Committee took no action.

g. Brookings First Annual Monarch Festival – Sandy Schoppert presented

- Requesting \$1,097

Motion made by Candice Michel to grant \$1,097 in TOT funds to the Brookings Oregon Monarch Advocates for the first annual Monarch Festival, motion seconded by Sonya Billington and Committee voted; the motion carried unanimously.

5. INFORMATIONAL ITEMS

a. Pistol River Wave Bash Event Evaluation

b. Recent Council Actions – Teri Davis presented

c. Budget Status & Internet Hit Info – Committee reviewed the budget status and determined the sub-funds from which the Salmon Run Occasion Hall would be allocated; \$5890 from advertising; \$4110 from events.

- Committee discussed which events it expected might return with requests for funding this year
- Committee discussed the internet hits for the month

7. SCHEDULE NEXT MEETING – Next meeting scheduled for August 9, 2018.

8. ADJOURNMENT – with no further business before the Committee, meeting adjourned at 5:31 pm.

Respectfully submitted,



Skip Watwood, Chair

(approved at August 9, 2018 meeting)

CITY OF BROOKINGS POLICE DEPARTMENT

Kelby McCrae, Chief of Police



To: Brookings City Council through City Manager Janell Howard
From: Lieutenant Donny Dotson
Date: 08/08/18
Subject: Liquor License Application

The Brookings Police Department found no **local** disqualifying information prohibiting **Handoko Cuaca** with his attached **Limited On-Premises** liquor license application. The business "**Kaya Sushi & Noodle House**" is located at 777 Cottage Street, Brookings, Oregon. It is the recommendation of the Brookings Police Department the above mentioned applicant be granted their request with final approval coming from the **Oregon Liquor Control Commission**.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Donny Dotson".

Lieutenant Donny Dotson
Brookings Police Department





OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

RECEIVED

AUG 02 2018

CITY OF BROOKINGS

LICENSE FEE: Do not include the license fee with the application (the license fee will be collected at a later time).

APPLICATION: Application is being made for:

- ☐ Brewery
- ☐ Brewery-Public House
- ☐ Distillery
- ☐ Full On-Premises, Commercial
- ☐ Full On-Premises, Caterer
- ☐ Full On-Premises, Passenger Carrier
- ☐ Full On-Premises, Other Public Location
- ☐ Full On-Premises, Nonprofit Private Club
- ☐ Full On-Premises, For-Profit Private Club
- ☐ Grower Sales Privilege
- ☒ Limited On-Premises
- ☐ Off-Premises
- ☐ Off-Premises with Fuel Pumps
- ☐ Warehouse
- ☐ Wholesale Malt Beverage & Wine (WMBW)
- ☐ Winery

CITY AND COUNTY USE ONLY

Date application received 8/2/18Name of City or County BrookingsRecommends this license be ☐ Granted ☐ Denied

By _____

Date _____

OLCC USE

Application received by [Signature]Date 8/2/18

License Action:

c/o c/TN

1. LEGAL ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license:

Applicant #1

Kaya Sushi & Noodle House LLC

Applicant #2

Applicant #3

Applicant #4

2. Trade Name of the Business (the name customers will see):

Kaya Sushi & Noodle House

3. Business Location: Number and Street

777 Cottage StCity BrookingsCounty CurryZIP 974154. Is the business at this location currently licensed by the OLCC? ☒ Yes ☐ No

5. Mailing Address (where the OLCC will send your mail):

PO Box, Number, Street, Rural Route

PO Box 6847City BrookingsState ORZIP 97415

6. Phone Number of the Business Location:

7. Contact Person for this Application:

Name Handoko Cuaca

Phone Number

909-685-7012

Mailing Address, City, State, ZIP

1198 SW Lafayette Dr, Grants Pass, OR, 97527Email HCuaca@live.com

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the licensed premises.

Signature of Applicant #1

[Signature]

Signature of Applicant #2

Signature of Applicant #3

Signature of Applicant #4

CITY OF BROOKINGS POLICE DEPARTMENT

Kelby McCrae, Chief of Police



To: Brookings City Council through City Manager Janell Howard
From: Lieutenant Donny Dotson
Date: 08/22/18
Subject: Liquor License Application

The Brookings Police Department found no **local** disqualifying information prohibiting **Hanna Camarillo and Mark Camarillo** with their attached **Brewery-Public House** liquor license application. The business "**Misty Mountain Brewing LLC**" is to be located at 625 Chetco Ave. STE 100, Brookings, Oregon. It is the recommendation of the Brookings Police Department the above mentioned applicants be granted their request with final approval coming from the **Oregon Liquor Control Commission**.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donny Dotson".

Lieutenant Donny Dotson
Brookings Police Department





OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

LICENSE FEE: Do not include the license fee with the application (the license fee will be collected at a later time).

APPLICATION: Application is being made for:

- ☐ Brewery
- ☒ Brewery-Public House
- ☐ Distillery
- ☐ Full On-Premises, Commercial
- ☐ Full On-Premises, Caterer
- ☐ Full On-Premises, Passenger Carrier
- ☐ Full On-Premises, Other Public Location
- ☐ Full On-Premises, Nonprofit Private Club
- ☐ Full On-Premises, For-Profit Private Club
- ☐ Grower Sales Privilege
- ☐ Limited On-Premises
- ☐ Off-Premises
- ☐ Off-Premises with Fuel Pumps
- ☐ Warehouse
- ☐ Wholesale Malt Beverage & Wine (WMBW)
- ☐ Winery

CITY AND COUNTY USE ONLY

Date application received _____

Name of City or County _____

Recommends this license be ____ Granted ____ Denied

By _____

Date _____

OLCC USE

Application received by _____

Date _____

License Action:

1. LEGAL ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license:

Applicant #1

Misty Mountain Brewing LLC

Applicant #2

Applicant #3

Applicant #4

2. Trade Name of the Business (the name customers will see):

Misty Mountain Brewing

3. Business Location: Number and Street 625 Chetco Avenue, Suite 100

City Brookings

County Curry

ZIP 97415

4. Is the business at this location currently licensed by the OLCC? ☐ Yes ☒ No

5. Mailing Address (where the OLCC will send your mail):

PO Box, Number, Street, Rural Route 160 Julia Way

City Brookings

State OR

ZIP 97415

6. Phone Number of the Business Location: 909-225-2045

7. Contact Person for this Application:

Name Hanna Camarillo

Phone Number 909-225-2045

Mailing Address, City, State, ZIP

160 Julia Way, Brookings, OR 97415

Email mistymountainbrewing@gmail.com

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the licensed premises.

Signature of Applicant #1

Signature of Applicant #2

Signature of Applicant #3

Signature of Applicant #4

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2018

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	3,104,993.00	52,926.30	52,926.30	3,052,066.70	1.7
LICENSES AND PERMITS	117,000.00	11,905.59	11,905.59	105,094.41	10.2
INTERGOVERNMENTAL	258,000.00	14,537.88	14,537.88	243,462.12	5.6
CHARGES FOR SERVICES	172,000.00	19,973.48	19,973.48	152,026.52	11.6
OTHER REVENUE	223,383.00	18,224.80	18,224.80	205,158.20	8.2
TRANSFERS IN	705,572.00	.00	.00	705,572.00	.0
	<u>4,580,948.00</u>	<u>117,568.05</u>	<u>117,568.05</u>	<u>4,463,379.95</u>	<u>2.6</u>
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	27,896.00	2,081.62	2,081.62	25,814.38	7.5
MATERIAL AND SERVICES	10,850.00	432.99	432.99	10,417.01	4.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>38,746.00</u>	<u>2,514.61</u>	<u>2,514.61</u>	<u>36,231.39</u>	<u>6.5</u>
LEGISLATIVE/ADMINISTRATION:					
PERSONAL SERVICES	253,613.00	24,763.43	24,763.43	228,849.57	9.8
MATERIAL AND SERVICES	114,500.00	6,542.58	6,542.58	107,957.42	5.7
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>368,113.00</u>	<u>31,306.01</u>	<u>31,306.01</u>	<u>336,806.99</u>	<u>8.5</u>
POLICE:					
PERSONAL SERVICES	2,219,583.00	225,693.96	225,693.96	1,993,889.04	10.2
MATERIAL AND SERVICES	187,800.00	1,416.83	1,416.83	186,383.17	.8
CAPITAL OUTLAY	240,000.00	.00	.00	240,000.00	.0
DEBT SERVICE	63,807.00	.00	.00	63,807.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>2,711,190.00</u>	<u>227,110.79</u>	<u>227,110.79</u>	<u>2,484,079.21</u>	<u>8.4</u>
FIRE:					
PERSONAL SERVICES	191,291.00	17,410.50	17,410.50	173,880.50	9.1
MATERIAL AND SERVICES	97,000.00	4,570.60	4,570.60	92,429.40	4.7
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	30,579.00	.00	.00	30,579.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>318,870.00</u>	<u>21,981.10</u>	<u>21,981.10</u>	<u>296,888.90</u>	<u>6.9</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2018

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	180,315.00	13,880.65	13,880.65	166,434.35	7.7
MATERIAL AND SERVICES	90,800.00	285.30	285.30	90,514.70	.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	271,115.00	14,165.95	14,165.95	256,949.05	5.2
PARKS & RECREATION:					
PERSONAL SERVICES	282,199.00	20,229.66	20,229.66	261,969.34	7.2
MATERIAL AND SERVICES	103,500.00	3,085.88	3,085.88	100,414.12	3.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	48,383.00	4,031.88	4,031.88	44,351.12	8.3
TRANSFERS OUT	.00	.00	.00	.00	.0
	434,082.00	27,347.42	27,347.42	406,734.58	6.3
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	226,445.00	17,661.32	17,661.32	208,783.68	7.8
MATERIAL AND SERVICES	33,700.00	7,824.61	7,824.61	25,875.39	23.2
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	260,145.00	25,485.93	25,485.93	234,659.07	9.8
SWIMMING POOL:					
PERSONAL SERVICES	62,187.00	25,005.39	25,005.39	37,181.61	40.2
MATERIAL AND SERVICES	39,000.00	104.07	104.07	38,895.93	.3
CAPITAL OUTLAY	2,500.00	.00	.00	2,500.00	.0
	103,687.00	25,109.46	25,109.46	78,577.54	24.2
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	148,000.00	3,220.35	3,220.35	144,779.65	2.2
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	358,907.00	.00	.00	358,907.00	.0
CONTINGENCIES AND RESERVES	628,093.00	.00	.00	628,093.00	.0
	1,135,000.00	3,220.35	3,220.35	1,131,779.65	.3
	5,640,948.00	378,241.62	378,241.62	5,262,706.38	6.7
	(1,060,000.00)	(260,673.57)	(260,673.57)	(799,326.43)	(24.6)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2018

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	520,000.00	40,655.99	40,655.99	479,344.01	7.8
OTHER REVENUE	14,650.00	3,710.00	3,710.00	10,940.00	25.3
TRANSFER IN	.00	.00	.00	.00	.0
	<u>534,650.00</u>	<u>44,365.99</u>	<u>44,365.99</u>	<u>490,284.01</u>	<u>8.3</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	205,076.00	17,541.14	17,541.14	187,534.86	8.6
MATERIAL AND SERVICES	207,000.00	532.46	532.46	206,467.54	.3
CAPITAL OUTLAY	95,000.00	.00	.00	95,000.00	.0
DEBT SERVICE	22,238.00	1,717.04	1,717.04	20,520.96	7.7
TRANSFERS OUT	46,612.00	.00	.00	46,612.00	.0
CONTINGENCIES AND RESERVES	118,724.00	.00	.00	118,724.00	.0
	<u>694,650.00</u>	<u>19,790.64</u>	<u>19,790.64</u>	<u>674,859.36</u>	<u>2.9</u>
	<u>694,650.00</u>	<u>19,790.64</u>	<u>19,790.64</u>	<u>674,859.36</u>	<u>2.9</u>
	<u>(160,000.00)</u>	<u>24,575.35</u>	<u>24,575.35</u>	<u>(184,575.35)</u>	<u>15.4</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2018

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,661,000.00	202,786.33	202,786.33	1,458,213.67	12.2
OTHER INCOME	51,000.00	3,265.00	3,265.00	47,735.00	6.4
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,712,000.00</u>	<u>206,051.33</u>	<u>206,051.33</u>	<u>1,505,948.67</u>	<u>12.0</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	400,962.00	36,455.90	36,455.90	364,506.10	9.1
MATERIAL AND SERVICES	198,400.00	5,591.20	5,591.20	192,808.80	2.8
CAPITAL OUTLAY	50,000.00	.00	.00	50,000.00	.0
DEBT SERVICE	8,722.00	398.39	398.39	8,323.61	4.6
TRANSFERS OUT	24,000.00	.00	.00	24,000.00	.0
	<u>682,084.00</u>	<u>42,445.49</u>	<u>42,445.49</u>	<u>639,638.51</u>	<u>6.2</u>
WATER TREATMENT:					
PERSONAL SERVICES	30,424.00	1,603.18	1,603.18	28,820.82	5.3
MATERIAL AND SERVICES	462,925.00	274.49	274.49	462,650.51	.1
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
DEBT SERVICE	6,389.00	398.39	398.39	5,990.61	6.2
TRANSFERS OUT	687,650.00	.00	.00	687,650.00	.0
CONTINGENCIES AND RESERVES	177,528.00	.00	.00	177,528.00	.0
	<u>1,374,916.00</u>	<u>2,276.06</u>	<u>2,276.06</u>	<u>1,372,639.94</u>	<u>.2</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>2,057,000.00</u>	<u>44,721.55</u>	<u>44,721.55</u>	<u>2,012,278.45</u>	<u>2.2</u>
	<u>(345,000.00)</u>	<u>161,329.78</u>	<u>161,329.78</u>	<u>(506,329.78)</u>	<u>46.8</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2018

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	(4,500.00)	.00	.00	(4,500.00)	.0
CHARGES FOR SERVICES	3,183,300.00	269,948.72	269,948.72	2,913,351.28	8.5
OTHER REVENUE	15,000.00	.00	.00	15,000.00	.0
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,193,800.00</u>	<u>269,948.72</u>	<u>269,948.72</u>	<u>2,923,851.28</u>	<u>8.5</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	570,336.00	46,288.22	46,288.22	524,047.78	8.1
MATERIAL AND SERVICES	250,200.00	6,123.80	6,123.80	244,076.20	2.5
CAPITAL OUTLAY	25,000.00	.00	.00	25,000.00	.0
DEBT SERVICE	8,722.00	398.39	398.39	8,323.61	4.6
TRANSFERS OUT	177,359.00	.00	.00	177,359.00	.0
	<u>1,031,617.00</u>	<u>52,810.41</u>	<u>52,810.41</u>	<u>978,806.59</u>	<u>5.1</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	39,878.00	2,389.01	2,389.01	37,488.99	6.0
MATERIAL AND SERVICES	895,225.00	1,144.16	1,144.16	894,080.84	.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	6,389.00	398.39	398.39	5,990.61	6.2
TRANSFERS OUT	1,509,923.00	.00	.00	1,509,923.00	.0
CONTINGENCIES AND RESERVES	315,268.00	.00	.00	315,268.00	.0
	<u>2,766,683.00</u>	<u>3,931.56</u>	<u>3,931.56</u>	<u>2,762,751.44</u>	<u>.1</u>
	<u>3,798,300.00</u>	<u>56,741.97</u>	<u>56,741.97</u>	<u>3,741,558.03</u>	<u>1.5</u>
	<u>(604,500.00)</u>	<u>213,206.75</u>	<u>213,206.75</u>	<u>(817,706.75)</u>	<u>35.3</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2018

URBAN RENEWAL AGENCY FUND


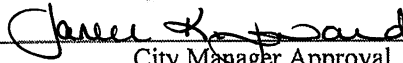
	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	586,211.00	2,602.77	2,602.77	583,608.23	.4
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	2,000.00	.65	.65	1,999.35	.0
TRANSFERS IN	650,000.00	.00	.00	650,000.00	.0
	1,238,211.00	2,603.42	2,603.42	1,235,607.58	.2
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	35,000.00	.00	.00	35,000.00	.0
CAPITAL OUTLAY	842,472.00	.00	.00	842,472.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	450,739.00	.00	.00	450,739.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	1,328,211.00	.00	.00	1,328,211.00	.0
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
	1,328,211.00	.00	.00	1,328,211.00	.0
	(90,000.00)	2,603.42	2,603.42	(92,603.42)	2.9

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 27, 2018

Originating Dept: Police

 
Signature (submitted by)
City Manager Approval


Subject: 911 Paging and Radio Equipment

Recommended Motion:

Motion to authorize the City Manager to execute agreement with Motorola Solutions in the amount of \$228,781 for updated computer hardware/software and paging system equipment (consoles).

Financial Impact:

The cost of purchasing this equipment is \$228,781, and was budgeted in the Capital Projects Reserve Fund and the 9-1-1 Fund.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The radio system interface in the dispatch center, commonly called "consoles" will reach end-of-life on December 31, 2108. After that date there will be no manufacturer's support for hardware or software. The current console system is comprised of components 10 to 20 years old and as a result parts have already proven difficult to obtain.

The consoles are the interface through which a telecommunications officer pages and dispatches fire, ambulance, police and public works personnel. They also perform site monitoring and control functions such as alarms and door lock control.

Staff solicited replacement quotes from the two console manufacturers supported by Day Wireless' service division, Motorola Solutions and Avtec, Inc. Motorola's total cost, installed is \$228,781. Avtec's total cost, installed is \$194,583. Both are excellent products. After extensive investigation, staff believes the citizens of southern Curry County would be best served by the Motorola offering.

Staff has been planning and saving for this expenditure for several years, budgeting annually in both the Capital Projects Reserve Fund and the 9-1-1 Fund.

While the Motorola MCC7500E is ~15% more costly up front, it is the opinion of staff that for our needs the Motorola product is more capable, flexible and future-proof. Both Brookings and Curry County use Motorola base radios throughout our systems and the Motorola console natively "talks" to the Motorola radios. The Avtec offering requires intermediate hardware to accomplish the same task.

Both Brookings and Curry County currently use Day Wireless for radio system service and Day Wireless is a Motorola Premier Service Partner. Curry County will be looking to replace their consoles in the near future and at this point indications are they favor Motorola as well. The Motorola consoles can be linked together via IP so multiple center's radio resources can be operated from one console.

Attachment(s):

Motorola MCC7500E Proposal

Avtec Scout Proposal

Day Wireless quote to install Avtec Scout

2-POSITION MCC 7500E SYSTEM UPGRADE



MOTOROLA SOLUTIONS

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Motorola Solutions
10680 Treena Street, Suite #200
San Diego, CA. 92131
USA

August 21, 2018

Lt. Donny Dotson
Brookings Police Department
899 Elk Drive
Brookings, OR 97415

Subject: 2-Position MCC 7500E System Upgrade

Dear Lt. Dotson,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Brookings Police Department with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution is for 2-position MCC 7500E dispatch console upgrade, and provides:

- (2) MCC 7500E Dispatch Consoles
- Redundant Conventional K Core
- Instant Recall Logging Recorder

This proposal is subject to the enclosed Communications System and Services Agreement (CSSA), together with its Exhibits. This proposal shall remain valid for a period of 60 days from the date of this cover letter. Motorola Solutions has priced this project using the Houston-Galveston Area Council of Governments ("HGACBuy") contract, which is a widely-used competitively-bid contract and purchasing vehicle. The Brookings Police Department may accept the proposal by delivering to Motorola Solutions the CSSA signed by your Brookings Police Department representative. Alternatively, Motorola Solutions would be pleased to address any concerns Brookings Police Department may have regarding the proposal. Any questions can be directed to your Manufacturer's Representative Peter Rogers at (541) 499-9364 or your Motorola Solutions Account Executive, Andrew Chyterbok, at (707) 321-7007.

We thank you for the opportunity to furnish Brookings Police Department with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in blue ink, appearing to read "Larsen Grabenkort".

Larsen Grabenkort
Area Sales Manager

SYSTEM DESCRIPTION

Motorola Solutions is proposing a solution for the Brookings Police Department (Brookings PD) that consists of a conventional public safety console system. A description of the features, benefits, system architecture, and hardware components is provided below.

1.1 MCC 7500E SOLUTION OVERVIEW FOR BROOKINGS PD

Motorola Solutions, Inc. (Motorola Solutions) proposes our MCC 7500E dispatch console to provide Brookings Police Department with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides Brookings PD with sophisticated network management and easy migration to future capabilities.

1.1.1 Dispatch Console Configuration for Brookings Police Department

The proposed console will interface seamlessly with Brookings PD’s radio communications system for an integrated, mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits to Brookings Police Department.

The proposed solution offers Brookings PD two (2) dispatch positions. Figure 1-1 shows an MCC 7500E operator position.



Figure 1-1: MCC 7500E Dispatch Position provides a small form factor, familiar GUI, and advanced features.

Table 1-1 outlines the number of consoles and their location.

Table 1-1: Dispatch Locations

Number of Operator Positions	Location Name
2	Brookings Police Department Dispatch Center

1.1.2 Cost Savings and Ease of Use

The MCC 7500E consoles are designed to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. Specific benefits of the MCC 7500E consoles include the following:

- ◆ The intuitive, easy-to-use Graphical User Interface (GUI) enhances dispatchers' efficiency and accuracy.
- ◆ Robust API allows CAD systems to have complete access to console status and features for further improvements in efficiency and accuracy.
- ◆ Software-based upgrades facilitate system and feature expansion.
- ◆ Installation is simplified and site costs are reduced because console positions function without backroom electronics.
- ◆ Console configuration is performed at centralized Network Management clients, and changes are automatically distributed, which saves valuable technician and administrator time.
- ◆ Offers robust service logs that contain real-time information to facilitate maintenance activities.
- ◆ Consoles within the ASTRO 25 dispatch site are integrated into the ASTRO 25 fault management system, which uses industry-standard event monitoring protocols, resulting in fewer dispatch site visits.
- ◆ Flexible bandwidth requirements minimize operating costs for remote console sites.
- ◆ Conventional audio can be transported over the IP network, which eliminates the need for channel banks or a separate circuit-switched network.
- ◆ A tiered licensing model offers a scalable approach to audio capacity needs.

1.1.3 Embracing Interoperability and Integration

Motorola Solutions is an active participant in establishing P25 standards for interoperability. The proposed console is a key component for the interoperability of the ASTRO 25 system. When a situation requires coordination between multiple agencies, the proposed dispatcher can patch together Mutual Aid radios and required subscribers on the ASTRO 25 system (see the figure titled "Mutual Aid Components").

Incident conversations are seamless from the moment of the patch initiation and can be recorded like any talkgroup conversation within the Land Mobile Radio (LMR) network. The dispatcher can also take part in and monitor conversations for the duration of the incident, as necessary.

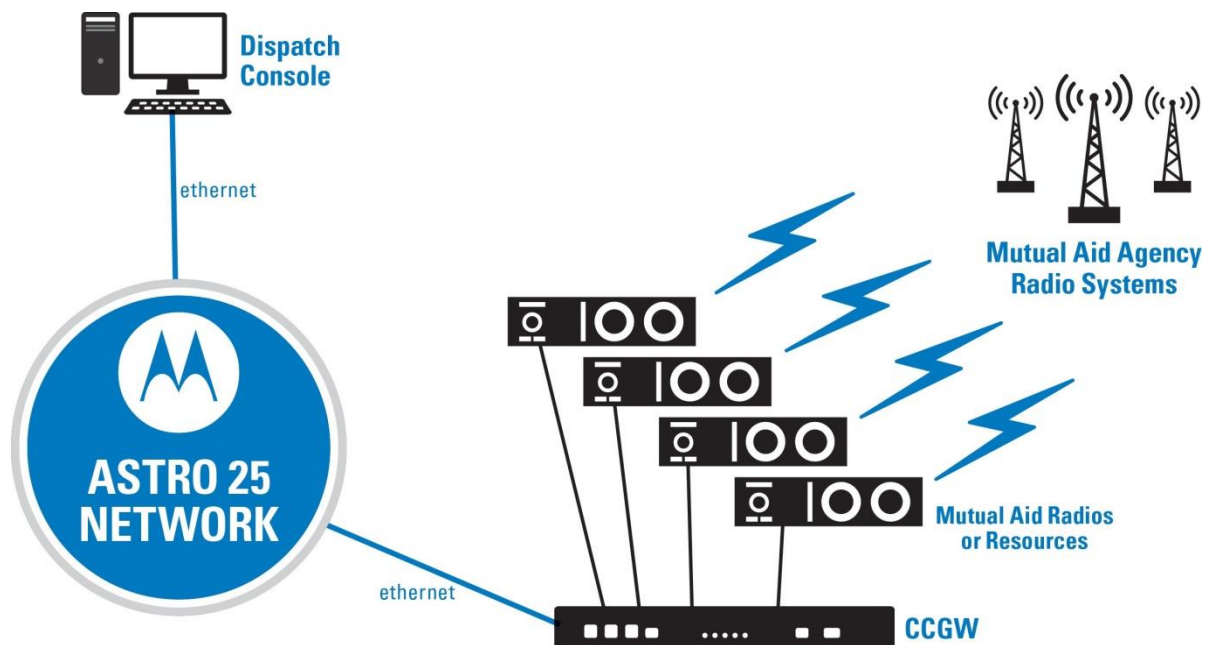


Figure 1-2: Mutual Aid Components -
Mutual Aid agency radio systems connect to the ASTRO 25 network through a CCGW.

1.1.3.1 Integration with the ASTRO 25 Network

The proposed dispatch console seamlessly integrates into the Brookings Police Department's ASTRO 25 system without interface boxes, digital voice gateways, or backroom electronics for an integrated, mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits to the Brookings Police Department.

The physical space to accommodate the proposed console is comparable to that required for a personal computer. The console can access both trunked talkgroups and conventional radio channels over the same network. This architecture reduces overall transport costs and the need for duplicate fixed network equipment.

1.1.3.2 Connection to ASTRO 25 System

The flexibility of the ASTRO 25 system architecture allows the connection of the proposed console to be suited specifically to the Brookings Police Department's needs.

Dual Site Link

The proposed console site for the Brookings Police Department is remote from the core site and features redundant site links to provide path diversity. The console site has two logical connections to the core site with each connection using a different core router.

Each console site gateway provides an interface that handles the following IP traffic between the proposed console center and the Brookings Police Department's ASTRO 25 core site:

- Network management traffic.
- Call control and audio traffic for all the calls being handled by the dispatch positions.
- Aux I/O traffic for the Aux I/Os being handled by the dispatch positions.

The site gateways fragment large IP packets according to industry standards, prioritize packets, and convert Ethernet data to the desired transport medium.

Co-Located Dispatch Console

The proposed co-located console site connects to the network through an interface into a subnet associated with the core site gateway routers. Redundant connections to the core are provided from the console site LAN switches and the core LAN switches.

LAN Switches

The site LAN switches provide LAN interfaces for console site equipment and a LAN port for the link to the core site. Through the switch, service technicians can access the system's configuration manager and service the equipment.

1.1.3.3 Conventional Base Station Interfaces

The proposed consoles access and control the Brookings Police Department's analog and digital conventional base stations through the use of Enhanced Conventional Channel Gateways (ECCGW). The console processes audio received from the station and controls various features on the stations, such as frequency selection, private line selection, and repeater on/off.

1.1.4 Making Consoles Easy to Operate

Motorola Solutions designs its proposed console to provide mission-critical audio between the dispatcher and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error mitigation to maintain call quality even when the system is heavily loaded, the proposed console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

1.1.4.1 Customizable Dispatch Interface

The proposed console provides dispatchers with a graphical user interface (GUI) that can be customized by agency or by individual users to optimize user efficiency. Based on dispatcher preference, the proposed GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis.

Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of Auxiliary I/Os can be easily interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

1.1.4.2 Auxiliary Inputs/Outputs

The proposed console supports Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch positions in a system and may be accessible to multiple dispatch positions. Aux I/O Servers provide the Aux I/O feature for the consoles.

1.1.4.3 Standard Radio Transmission and Reception

The proposed dispatch position has a headset and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added to a console allowing dispatchers to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

1.1.4.4 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the proposed dispatch console facilitates immediate prioritization and resolution of emergency communications between the Brookings Police Department's dispatch and first responders in the field. This enables dispatchers and first responders to focus on their mission and not their equipment, especially during critical situations.

1.1.4.5 Radio Patch Control

The dispatcher can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group.

1.1.5 Incorporating Console Configuration and Management

The proposed console system is configured and managed by the same configuration manager, fault manager, and performance reporting applications as the radio system. The user can define exactly which resources are available and how they are presented to the dispatcher. This provides the Brookings Police Department with a single point for configuring and managing the entire ASTRO 25 system. Changes are automatically distributed throughout the system.

This centralized approach saves valuable time and effort for system administrators and technicians and reduces the errors that can occur when radio IDs and other data are entered at multiple locations. In addition, call traffic and performance reports for each dispatch position can be generated from the system's network manager, enabling administrators to quickly and easily ensure optimal effectiveness and efficiency.

1.2 MCC 7500E DISPATCH CONSOLE SOLUTION COMPONENTS

The proposed components are connected together and to the rest of the ASTRO 25 system on an IP network through console site routers and switches. The console functions as an integrated component of the total radio system and fully participates in system-level features, such as end-to-end encryption and Agency Partitioning.

The console connects directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based dispatch position.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

1.2.1 MCC 7500E Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in Figure 1-3. The following list describes the components included in the proposed configuration.

THE MCC 7500E DISPATCH CONSOLE



Figure 1-3: MCC 7500E Dispatch Position supports multiple accessories.

Audio Interface Module (AIM)

The USB Audio Interface Module (AIM) acts as an interface between analog devices and the dispatch position and as a general purpose input/output module. The USB AIM supports audio routing between the dispatcher and Motorola Solutions standard peripherals. The USB AIM connects to the MCC 7500E dispatch position with a USB cable.

Personal Computer (PC)

The personal computer included with the dispatch position is Windows-based and certified by Motorola Solutions.

Computer Display

The dispatch position will use a 19" Computer Display. Motorola Solutions has provided one monitor per dispatch position.

Desktop Speakers

Two (2) sets of audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

Headset Jack

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Headset

A user supplied headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.

Gooseneck Microphone

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

Telephone Headset Interface Port

The telephone/headset port provides a connection for an external telephone to the dispatch position. This allows the operator to use a single headset to communicate on both the radio system and a telephone when used with a compatible phone system.

1.2.2 Instant Recall Recorder (IRR)

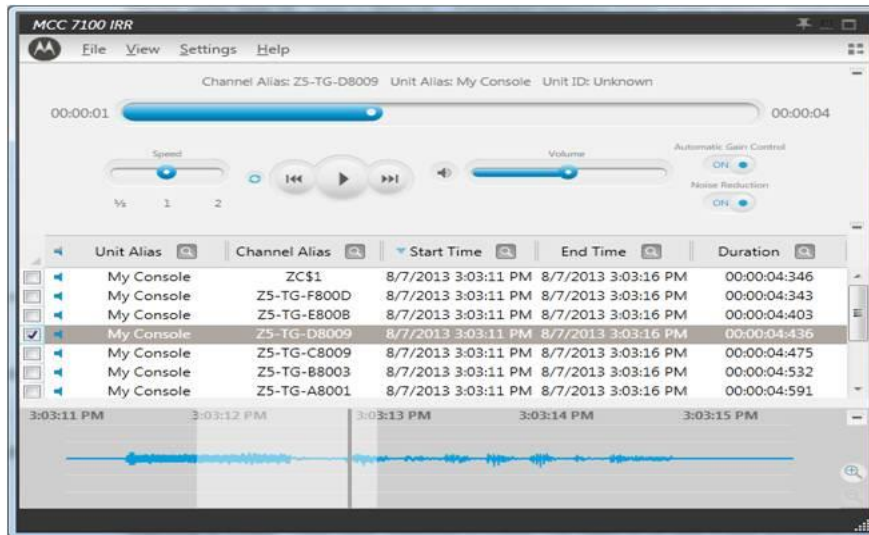


Figure 1-4: Sample IRR Screen Shot

The IRR allows a dispatch operator to record radio transmit and receive audio (Figure 1-4). Recorded calls include the following call types:

- ◆ Inbound audio from the currently selected channels;
- ◆ Outbound audio from the microphone to the selected channels;
- ◆ Outbound audio from the microphone to the selected channels;
- ◆ Tones generated by the dispatch console that appear in the speakers of the dispatch console

One IRR is required per console position. Features of the MCC 7100 IRR include:

- ◆ Save and forward audio files.
- ◆ Configurable storage of up to 4 GB.
- ◆ Automatic purge of the oldest record.
- ◆ Variable speed replay.

Note: The IRR records radio audio only, it does not record telephone audio.

1.3 CONVENTIONAL K CORE

The ASTRO 25 K Core is a scalable and virtualized core which provides an adaptable and affordable platform for mission critical wireless communications. The K Core is targeted at small capacity conventional customers who require an ASTRO25 conventional only system. The K Core allows customers to interface channels to an IP based MCC 7500E Console, provides a migration path for customers with fielded Motorola Conventional solutions, and allows the flexibility for customers to join a larger system in the future while maximizing their equipment investment. The K Core is available in a non-redundant configuration (K1) or redundant configuration (K2). In a redundant

configuration (K2), there would be two of each GCP8000 Conventional Site Controllers, GGM8000 Site Gateways and LAN switches.

The proposed system includes a redundant K2 Core with the following components:

- ◆ Two (2) MCC 7500E IP Dispatch Positions
- ◆ One (1) Redundant K Core (K2 Configuration)

1.3.1 GCP8000 Conventional Site Controller

The GCP 8000 Conventional Site Controller provides mission critical call processing and mobility management throughout the ASTRO 25 Conventional System. The GCP 8000 interfaces via multiple Ethernet LAN switches, and provides access to the packet switched network via the Core Gateway. The GCP 8000 is capable of supporting the full set of dispatch consoles, archiving interface servers, and conventional gateways. The GCP 8000 is to be located at the K2 Core, and is responsible for:

- ◆ Fault management for the GCP 8000
- ◆ Processing conventional call requests from the conventional gateway or from the Console
- ◆ Assigning the multicast groups for conventional calls
- ◆ Issuing a call grant to the requestor
- ◆ Issuing a beginning of mobile transmission to the consoles (with alias information)
- ◆ Arbitration between multiple radios and/or consoles vying for the same channel
- ◆ Processing an end of call
- ◆ Acknowledge subscriber signaling calls (e.g. Emergency)
- ◆ Distributes subscriber signaling to affiliated consoles
- ◆ As well as other conventional voice call processing

The proposed system includes two (2) GCP 8000 conventional site controllers.

1.3.2 GGM8000 Site Gateway

In a K Core, the site gateway combines the functions of core and gateway routers. It handles LAN traffic within the core site and provides an interface between the core and the customer network via backhaul switch when applicable. The core gateway performs the routing control of audio, data, and network management traffic in and out of the zone, replicating packets while achieving the fast access levels required by real-time voice systems.

The proposed system includes two (2) GGM 8000 site gateways total.

1.3.3 GGM8000-Based Conventional Channel Gateway

Conventional Channel Gateways (CCGWs) are used in the MCC 7500E Dispatch Console to connect the dispatchers to analog or digital conventional channels in their system.

The GGM 8000 that is hosting a CCGW may be solely dedicated to that task or it may also be used as a console site router or an RF site router. In order to also be used as a site router, the WAN link must be either IP-based or smaller than or equal to a T1/E1 and the WAN link must not be redundant.

The site routers cannot be used as CCGWs when redundant site links are used, regardless of the type of router being used.

The proposed system includes two (2) GGM 8000 CCGWs total.

1.4 BROOKINGS PD K CORE AND MCC 7500E SYSTEM DRAWING

The below diagram is for illustrative purposes only.

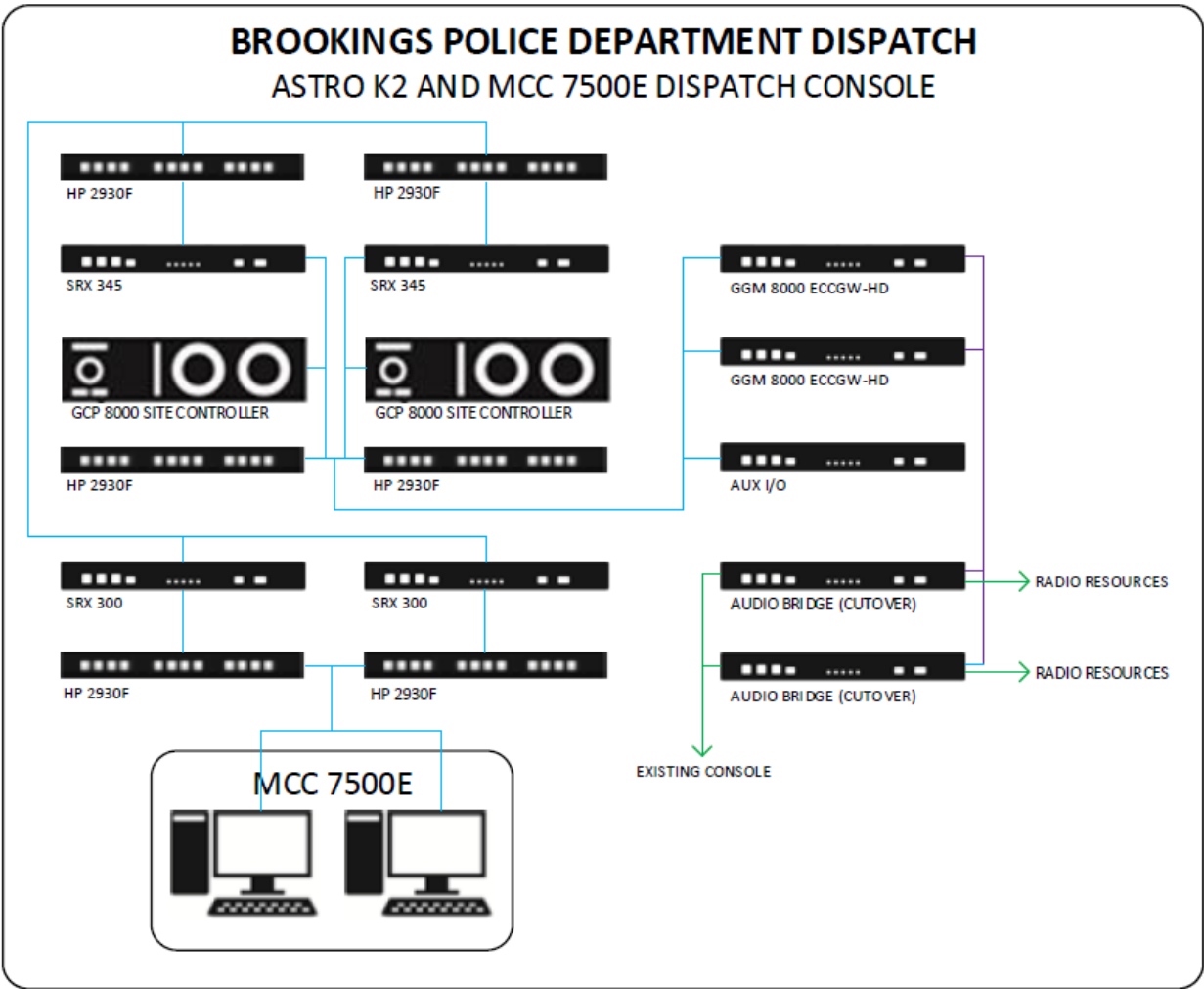


Table 1-2: Brookings Police Department Dispatch Console Infrastructure Block Diagram

STATEMENT OF WORK

Motorola is proposing to Brookings PD the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Brookings PD Dispatch Center	<ul style="list-style-type: none"> Two (2) MCC 7500E Dispatch Consoles Redundant K Core Instant Recall Logging Recorder on Consoles

The document delineates the general responsibilities between Motorola and Brookings PD as agreed to by contract.

2.1 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Name a Motorola Project Manager
- Prepare project schedule in conjunction with Brookings Police Department
- Provide Brookings Police Department with the appropriate system interconnect specifications
- Provide a dedicated delivery point
- Schedule the implementation in agreement with Brookings Police Department
- Coordinate the activities of all Motorola subcontractors under this contract
- Administer safe work procedures for installation
- Assemble and prepare system for installation
- Stage, assemble at Motorola Solutions Facilities
- Perform the installation of the Motorola Solutions supplied equipment described above.
- Make interconnection with network link provided by Brookings Police Department
- Prepare cut-over plan in conjunction with respective project managers
- Cut-over from old to new system as pre-arranged
- Perform Acceptance Test Plan as pre-arranged
- Provide MCC 7500E Administrator Training
- Provide Brookings Police Department with the appropriate system interconnect specifications.
- Complete acceptance test certificate with Brookings Police Department and begin warranty.
- Perform an R56 Audit of the console site. A copy of the audit results will be provided to Brookings Police Department. It will be the responsibility of Brookings Police Department to correct any deficiencies highlighted by the R56 Audit report if they wish to comply with the R56 guidelines as recommended by Motorola. Motorola can be contracted to engineer and/or implement any necessary corrections discovered during this site evaluation

2.2 BROOKINGS POLICE DEPARTMENT RESPONSIBILITIES

Brookings PD will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. Brookings PD's general responsibilities include the following:

- Provide all buildings, equipment shelters, and towers required for system installation
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for project as required.
- Customer to provide required system interconnections.
- Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all Brookings PD's vendors or other contractors.

2.3 ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the customer.
- Approved FCC licensing provided by the customer.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- Motorola Solutions is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

K2 Redundant Conventional Core

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0237	SINGLE ZONE CONV NON-RED CORE
1	CA02259AA	ADD: Redundancy
2	CA01896AB	ADD: BACKHAUL SWITCH
1	CA01663AB	ADD: RACK
1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS

MCC 7500E Dispatch Consoles

QTY	NOMENCLATURE	DESCRIPTION
2	B1948	MCC 7500E DISPATCH POSITION LICENSES
2	UA00653AA	ADD: BASIC CONSOLE OPERATION
2	UA00249AA	ADD: 15 RADIO RESOURCES LICENSE
2	UA00661AA	ADD: ENHANCED IRR
1	B1949	MCC 7500E SOFTWARE DVD
2	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
2	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET
2	B1952	SPEAKER, DESKTOP, USB
2	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
2	B1941	USB AUDIO INTERFACE MODULE
2	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
4	B1913	MCC SERIES HEADSET JACK
2	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
2	RMN5079B	SUPRAPLUS DUAL MUFF HEADSET
2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
2	T7885	MCAFFEE WINDOWS AV CLIENT
2	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS

MCC 7500E Dispatch Consoles

QTY	NOMENCLATURE	DESCRIPTION
2	DS40200A208	BRIDGE SHELF WIRED FOR UP TO EIGHT 4WAY, 6-WAY, OR 8-WAY BRIDGE MODULE
16	DSX41685	4-WAY/4-WIRE ACTIVE BRIDGE
1	DSF2B56AA	USB EXTERNAL DVD DRIVE
2	CLN1868	2930F 24-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
1	T8491	SITE ROUTER & FIREWALL
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	T8491	SITE ROUTER & FIREWALL
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	F4543	SITE MANAGER BASIC
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
3	V592	AAD TERM BLCK & CONN WI
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	TRN7343	SEVEN AND A HALF FOOT RACK

K Core Spares

QTY	NOMENCLATURE	DESCRIPTION
1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
1	T8492	HUB ROUTER AND FIREWALL
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL

MCC 7500E Dispatch Consoles Spares

QTY	NOMENCLATURE	DESCRIPTION
1	B1941	USB AUDIO INTERFACE MODULE
1	B1952	SPEAKER, DESKTOP, USB

MCC 7500E Dispatch Consoles Spares

QTY	NOMENCLATURE	DESCRIPTION
1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	B1913	MCC SERIES HEADSET JACK
1	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET
1	CLN1868	2930F 24-PORT SWITCH
1	RMN5079B	SUPRAPLUS DUAL MUFF HEADSET
1	CLN1866	FRU: 1M DAC CABLE

SECTION 4

PROJECT SCHEDULE

A mutually agreed upon Project Schedule will be developed during the Project Kick-Off Meeting with the Brookings Police Department.



ACCEPTANCE TEST PLAN

Testing of the proposed equipment is included. This includes the following:

- Test features and functionality are in accordance with manufacturers' specifications.
- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.

A detailed Acceptance Test Plan will be developed upon purchase and will be reviewed during the Project Kickoff/Design Review meeting.



WARRANTY SERVICES

6.1 WARRANTY SERVICES

Warranty and support services to be delivered are outlined in Table 6-1:

Table 6-1: Warranty and Post Warranty Service Overview

Warranty Service Overview	Warranty Year
Service Desk	Included
Technical Support	Included
Onsite Support	Included
Annual Preventative Maintenance	Included
Network Hardware Repair	Included

6.2 OPTIONAL NETWORK UPDATES/SYSTEM UPGRADE AGREEMENT (SUA II)

The Motorola Solutions System Upgrade Agreement II (SUA II) is a complete package of hardware, software and implementation services required to update the ASTRO 25 system once in a two-year period. This SUA II applies only to hardware and software purchased under this proposal.

Updates to OEM components ensure availability of repair services support and may also provide increased capacity and processing speed. Regular updates enable system expansion (i.e., expansion of RF sites, dispatch positions, data sub-systems, and network management positions). Professional implementation services guarantee live system upgrades are performed with minimal interruption to system operation and with minimal reliance on owner resources. Motorola Solutions SUA II ensures your system continues to perform at the highest level of operation, allows for expansion and feature enhancement, and maximizes the lifespan of the investment. For owners committed to upgrading their system on a regular basis, SUA II provides a consistent, budgeted solution that delivers complete coverage.

Table 6-2: SUA II Included Features

Feature	SUA II
Minor Release (patch release)	✓
Major Release (system release)	✓
Implementation Services	✓
Major upgrade in a 2-year period ¹	1
Hardware Refresh ²	✓

¹ As major system releases become available, Motorola Solutions agrees to provide the system owner with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.

² Hardware refresh includes version updates and/or replacements for Motorola Solutions field replaceable units (FRU) and third-party networking and computing hardware.

- ◆ Minor releases may include commercial operating system (OS) and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola Solutions software service packs that may be available.
- ◆ Major releases include commercial OS and application software updates as well as Motorola Solutions system release software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- ◆ Implementation services include all in-house and on-site resources to implement and test the major release update.



TRAINING

7.1 TRAINING OVERVIEW

Our commitment to the Brookings Police Department is to provide unsurpassed services that ensure the equipment operates efficiently for the life of the system. To do so, we directly train your personnel to utilize the system to its maximum potential.

Our training solutions deliver a combination of online training and field based instructor-led training in classrooms at the Brookings Police Department locations using operational equipment. Motorola Solutions will employ knowledgeable and experienced instructors to deliver well-designed courseware and integrated lab activities.

Training is based upon several key criteria:

- Course design is driven by an analysis of student needs. It focuses on specific application rather than theory.
- Learning objectives are based upon what students need to accomplish on the job.
- Hands-on lab opportunities using the Brookings Police Department specific job aids are incorporated to maximize learning and retention.

Our instructors bring invaluable experience and knowledge of customer communication solutions into their training approach. This gives them better insight and understanding into the practical aspects of the Brookings Police Department manager, technician and end user job functions. Each instructor has the proven ability to communicate with a novice as well as expert personnel.

7.2 PROPOSED COURSES

Motorola Solutions has identified the following course(s) that are necessary to achieve the training goals for the Brookings Police Department. Course description files for the recommended courses are provided in the matrix below. Class delivery for instructor-led courses in the field will be tailored for your system and features.

Specifically, our proposed training plan addresses the following categories as identified in your request for proposal:

- Console Supervisors

Console Operator and Supervisor Training Plan

Course Title	Target Audience	Sessions	Duration (days)	Location	Date	Participants
MCC 7500E Console Operator and Admin Upgrade Differences Utilizing the Interactive End User Tool Kit 1 training console (Instructor-led)	Console Supervisors	1 (4-hour session)	4 hours	Brookings, OR	Prior to cutover	2
MCC 7500E Operator Course Synopsis: This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation. Admin Course Synopsis: This course provides participants with the knowledge and skills to manage and utilize the MCC 7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens. Note: The operator class is in the first half of the session. The Admin class and Interactive End User Tool Kit will be covered during the second half of the session. Participants are proficient with CENTRACOM Gold Elite. Therefore, the differences class is a reduction in time from 8 hrs to 2 hrs operator and 2 hours admin.						

PRICING

8.1 PRICING TABLES

Motorola is pleased to provide the following equipment and services to Brookings Police Department based on the Houston-Galveston Area Council of Governments (“HGAC Buy”) contract pricing:

Total of Brookings Police Department 2 Position MCC 7500E Consoles

Equipment and Services	Pricing
Brookings Police Department Equipment	\$94,715
Brookings Police Department Equipment HGAC Discount	\$15,072
Brookings Police Department HGAC Discounted Equipment	\$79,643
Brookings Police Department System Implementation	\$68,691
Brookings Police Department Total System	\$148,334

Total of Brookings Police Department K2 Core

Equipment and Services	Pricing
Brookings Police Department Equipment	\$62,895
Brookings Police Department Equipment HGAC Discount	\$9,435
Brookings Police Department HGAC Discounted Equipment	\$53,460
Brookings Police Department System Implementation	\$36,987
Brookings Police Department Total System	\$90,447

Total of Brookings Police Department K2 Core and 2 Position MCC 7500E Consoles

Equipment and Services	Pricing
Brookings Police Department Equipment	\$157,610
Brookings Police Department Equipment HGAC Discount	\$24,507
Brookings Police Department HGAC Discounted Equipment	\$133,103
Brookings Police Department System Implementation	\$105,678
Brookings Police Department Total System	\$238,781
System Incentive if Order is Received by: Aug 31, 2018	(\$10,000)
Brookings Police Department Grand Total with System Incentive	\$228,781

Optional Post Warranty SUA II Pricing (see Section 6.2):

Warranty Yr.	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Included	\$12,059	\$12,211	\$12,367	\$12,529	\$12,695	\$12,865

8.2 PAYMENT TERMS

Motorola Solutions will submit invoices to the Brookings Police Department according to the Payment Schedule. Except for a payment that is due on the Effective Date, the Brookings Police Department will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. The Brookings Police Department will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

- **50% of the system price is due upon Contract Execution**
- **50% of the system price is due upon System Acceptance**
- **If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).**

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

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

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

CONTRACTUAL DOCUMENTATION

Communications System and Services Agreement

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

Section 1 ATTACHMENTS

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

- Exhibit A "Motorola Solutions Software License Agreement"
- Exhibit B "Payment"
- Exhibit C Technical and Implementation Documents
 - C-1 "System Description" dated August 9, 2018
 - C-2 "Pricing Summary & Equipment List" dated August 9, 2018
 - C-3 "Implementation Statement of Work" dated August 9, 2018
 - C-4 "Acceptance Test Plan" or "ATP" dated August 9, 2018
- Exhibit D "System Acceptance Certificate"

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

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

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

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

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

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

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

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

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

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

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

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

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

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

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

“Motorola Solutions Software” means software that Motorola Solutions or its affiliated companies owns.

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

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

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

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola Solutions under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola Solutions or another party.

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

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

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

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

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

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

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

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

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

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

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

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

Section 3 SCOPE OF AGREEMENT AND TERM

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

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

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

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

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

3.6. **NON-MOTOROLA SOLUTIONS SOFTWARE.** Any Non-Motorola Solutions 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 Solutions the right to sublicense the Non-Motorola Solutions 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 Solutions makes no representations or warranties of any kind regarding Non-Motorola Solutions Software. Non-Motorola Solutions Software may include Open Source Software.

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

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

Section 4 SERVICES

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

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

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

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

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

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola Solutions for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola Solutions. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola Solutions upon request. Such property will be held by Customer for Motorola Solutions' use without charge and may be removed from Customer's premises by Motorola Solutions at any time without restriction. Upon termination of the Agreement for any reason, Customer shall return to Motorola Solutions all equipment delivered to Customer.

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

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

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

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

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

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

Section 5 PERFORMANCE SCHEDULE

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

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

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

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

6.3. **INVOICING AND PAYMENT.** Motorola Solutions will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions is 36-1115800.

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

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

Name: _____
Address: _____
Phone: _____
Email: _____

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

Name: _____
Address: _____

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

Name: _____
Address: _____
Phone: _____

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

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola Solutions 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 Solutions may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola Solutions may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

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

Section 8 TRAINING

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



Section 9 SYSTEM ACCEPTANCE

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

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

9.3. BENEFICIAL USE. Customer acknowledges that Motorola Solutions' 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 Solutions' prior written authorization, which will not be unreasonably withheld. Motorola Solutions is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

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

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola Solutions 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 Solutions is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola Solutions which is attached to or used in connection with the System or for reasons or parties beyond Motorola Solutions' control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola Solutions warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola Solutions' control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola Solutions warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Solutions Software by events or causes beyond Motorola Solutions' control, this warranty expires eighteen (18) months after the shipment of the Motorola Solutions Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.** TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES

THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

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

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola Solutions warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola Solutions to Customer (collectively, "recommendations"). Motorola Solutions makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola Solutions in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola Solutions will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola Solutions will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Solutions Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Solutions Software. These actions will be the full extent of Motorola Solutions' liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola Solutions to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola Solutions may invoice Customer for responding to the claim on a time and materials basis using Motorola Solutions' 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 Solutions.

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

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

Section 11 DELAYS

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

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance

Schedule and, if requested, compensate Motorola Solutions for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola Solutions or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

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

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

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

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

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

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

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

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola Solutions 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 Solutions with detailed invoices substantiating the charges. In the event Customer elects to

terminate this Agreement for any reason other than default, Customer shall pay Motorola Solutions for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola Solutions. Motorola Solutions 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 Solutions, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola Solutions prompt, written notice of any claim or suit. Customer will cooperate with Motorola Solutions in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola Solutions' general indemnification of Customer from liabilities that are in any way related to Motorola Solutions' performance under this Agreement. Notwithstanding, this obligation does not apply if Motorola Solutions is entitled to immunity under the NG911 Act of 2012.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola Solutions 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 Solutions 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 Solutions gives Customer prompt, written notice of any the claim or suit. Motorola Solutions 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 Solutions from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola Solutions 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 Solutions or the Motorola Solutions Software ("Motorola Solutions Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola Solutions' duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola Solutions in writing of the Infringement Claim; Motorola Solutions having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola Solutions cooperation and, if requested by Motorola Solutions, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola Solutions' obligation to defend, and subject to the same conditions, Motorola Solutions 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 Solutions in settlement of an Infringement Claim.

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

14.3.3 Motorola Solutions will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Solutions Product with any software, apparatus or device not furnished by Motorola Solutions; (b) the use of ancillary equipment or software not furnished by Motorola Solutions and that is attached to or used in connection with the Motorola Solutions Product; (c) Motorola Solutions 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 Solutions Product by a party other than Motorola Solutions; (e) use of the Motorola Solutions Product in a manner for which the Motorola Solutions 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 Solutions Software that is intended to correct the claimed infringement. In no event will Motorola Solutions' 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 Solutions from Customer from sales or license of the infringing Motorola Solutions Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola Solutions' entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola Solutions has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola Solutions' total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation Services with respect to which losses or damages are claimed. With respect to all non-implementation Services and unless as otherwise provided under the applicable Addenda, Motorola Solutions' total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA SOLUTIONS WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY Motorola Solutions PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

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

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

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

or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA SOLUTIONS' PROPRIETARY RIGHTS. Motorola Solutions, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Solutions 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 Solutions in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola Solutions, 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 Solutions does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola Solutions' Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

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

16.4 DATA AND FEEDBACK.

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

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

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

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola Solutions is required to pay any of these taxes, Motorola Solutions will send an invoice to Customer and Customer will pay to Motorola Solutions the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola Solutions will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the

necessary consent will be void. Notwithstanding the foregoing, Motorola Solutions 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 Solutions 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 Solutions may, without the prior written consent of the other Party and at no additional cost to Motorola Solutions, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola Solutions and its affiliates, to the extent applicable) following the Separation Event. Motorola Solutions may subcontract any of the work, but subcontracting will not relieve Motorola Solutions of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

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

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

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

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

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

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

17.10. **ADMINISTRATOR LEVEL ACCOUNT ACCESS.** If applicable to the type of System purchased by Customer, Motorola Solutions will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola Solutions System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola Solutions' ability to perform Services or other obligations

under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola Solutions provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola Solutions will be entitled to bill Customer and Customer will pay Motorola Solutions on a time and materials basis for resolving the issue.

17.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Solutions Software); Section 3.6 (Non-Motorola Solutions Software); if any payment obligations exist, Sections 6.1 and 6.2 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

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

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

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit A
MOTOROLA SOLUTIONS SOFTWARE LICENSE AGREEMENT

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

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

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola Solutions 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 Solutions; 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 Solutions and Licensee enter into this Agreement in connection with Motorola Solutions' 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 Solutions is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola Solutions grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola Solutions' 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 Solutions will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

Section 4 LIMITATIONS ON USE

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

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola Solutions' 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 Solutions 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 Solutions 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 Solutions at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola Solutions 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 Solutions is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola Solutions and the Auditor will be kept in strict confidence by Motorola Solutions 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 Solutions, 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 Solutions or another party, or any improvements that result from Motorola Solutions' 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 Solutions in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola Solutions, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola Solutions' shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola Solutions 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 Solutions solely with reference to the Documentation. Motorola Solutions 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 Solutions makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola Solutions.

6.2 Motorola Solutions' 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 Solutions cannot correct the defect within a reasonable time, then at Motorola Solutions' option, Motorola Solutions 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 Solutions 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 Solutions 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 Solutions 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 Solutions' prior written consent. Motorola Solutions' 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 Solutions' radio products and Licensee transfers ownership of the Motorola Solutions radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola Solutions' 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 Solutions 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 Solutions, 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 Solutions.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola Solutions 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 Solutions or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola Solutions 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 Solutions for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola Solutions may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

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

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

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola Solutions' valuable proprietary and Confidential Information and are Motorola Solutions' 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 Solutions 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 Solutions 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 Solutions 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 Solutions 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 Solutions will take the steps set forth in Section 6 of this Agreement.

Exhibit B

PAYMENT

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

System Purchase (excluding Subscribers, if applicable)

- **50% of the system price is due upon Contract Execution**
- **50% of the system price is due upon System Acceptance**

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

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

For Lifecycle Support Plan and Subscription Based Services:

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



EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

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

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

Customer Representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Solutions Representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

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

Customer Representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Solutions Representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____



MAINTENANCE, SUPPORT AND SUA ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and SUA II services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

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

2. SCOPE

Motorola will provide Maintenance and Support Services and/or SUA Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 **SUA SERVICES**

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the SUA transactions.

3.2.2 The term of this Addendum is [REDACTED] years, commencing on [REDACTED], 201[REDACTED]. The SUA Price for the [REDACTED] years of services is \$ [REDACTED], excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the SUA is a subscription service as more fully

described in the applicable SUA Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a SUA transaction occurs when the Equipment (if any) and Software are delivered and the SUA services are fully performed; there is no Acceptance Testing with a SUA transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a SUA transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for SUA services is set forth in the SUA Statement of Work.

3.2.6 In addition to the description of the SUA services and exclusions provided in the SUA Statement of Work, the following apply:

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

b) SUA services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

c) Unless specifically included in this Addendum or the SUA Statement of Work, SUA services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the SUA services.

3.2.7 The SUA annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the [REDACTED] year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the [REDACTED] year commitment.

3.2.9 SUA INFLATION ADJUSTMENT. After the end of the [REDACTED] year of the SUA service period in this Addendum, if the change in the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) annual index for each SUA year exceeds five percent (5%), the price for the coming year's

services will increase by an incremental dollar amount per the following formula: Current year's maintenance price * (actual change in the CPI - 5 percentage points). The successive year's service will increase from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated 60 days prior to the 12th/24th/36th, etc. anniversary of the end of the last service period in this Addendum. It will be calculated based upon the CPI for the most recent twelve month increments beginning from the most current month available as posted by the U.S. Department of Labor. The price adjustment would fix the price for the following 12 months.

4. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END



LITERATURE

The following product literature has been included in this proposal for your reference:

- ASTRO 25 K Core
- MCC 7500

Sales Quotation

Avtec, Inc.
100 Innovation Place
Lexington, SC 29072
(800) 310-7045 V
(803) 358-3636 F
www.avtecinc.com

Name: Lt. Donny Dotson	Primary Site Information	Quote Number: 2017-00489B
Company: City of Brookings Police Dept.		Quote Date: 8/2/2018
Address: 898 Elk Drive		Quote Expiration: 11/30/2018
City, State, Zip: Brookings, OR 97415		Prepared by: M.Cavallo
Phone: 541-469-3118		Approval Code: MR20180802-01
Email: ddotson@brookings.or.us		Mfg Rep: N/A
Project Name: City of Brookings Police Department		

Item	Qty	Model Number	Description	Price Each (USD)	Extended Price (USD)
<u>Console (Operator) Position Hardware/Software</u>					
1	2	T1-SCOUT-PLUS	Tier 1 Scout Plus Hardware Audio Package Console. includes Scout Media Workstation Plus, dual speakers, and serial cable. Includes Scout Standard Runtime, DMS, NENA Headset Interface, Conventional DMR, Conventional P25, Conventional NXDN. Windows 7 PC, Monitor and other Standard series accessories not included. Installation outside of North America requires a cable localization package, Model Number ACCPLUS-CLP-XX. One each required per console position.	\$ 11,915.00	\$ 23,830.00
2	2	SFW-SCOUT-IRR	Software license for integrated, multi-channel IRR recorder for Scout Console Positions. One required per Tier 1 console, included with Tier 2 consoles.	\$ 1,550.00	\$ 3,100.00
3	2	ACC-CPU-WIN10-DN	PC mini tower with dual NICs for Console Position or "Plus" Console Packages, MS Windows 10 Professional 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed. For use with Scout 4.3 and above.	\$ 1,410.00	\$ 2,820.00
4	2	ACC-TSC-23WS-PC	23" LED touch screen for PC console - 16x9 format	\$ 2,068.00	\$ 4,136.00
5	2	ACC-HED-6W-NC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	\$ 342.00	\$ 684.00
6	2	ACCPLUS-MIC-DESK	PTT Desk Microphone, Scout Media Workstation Plus	\$ 617.00	\$ 1,234.00
7	2	ACCPLUS-FSW-WIDE	Wide treadle PTT footswitch, Scout Media Workstation Plus	\$ 244.00	\$ 488.00
8	4	ACCPLUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus	\$ 513.00	\$ 2,052.00
Console Equipment Subtotal				\$	38,344.00

Item	Qty	Model Number	Description	Price Each (USD)	Extended Price (USD)
<u>Gateways and Endpoint Hardware/Software</u>					
9	1	SFW-VPG-L0-SK	Redundant VPGate Software License for a maximum of 24 endpoints; up to 12 may be "B" Licenses.	\$ 8,287.00	\$ 8,287.00
10	2	ACC-CPU-RM-WIN10	Industrial 1U Computer with Windows including Solid State hard drive and Windows10 Professional 64 bit OS. Rack mount for Cabinets. Requires DISP-XXXX for monitor, keyboard, etc. Used in a Scout System when a Standard Rack mount computer is needed.	\$ 5,043.00	\$ 10,086.00
11	7	OUTPOST-2R	Radio Controller, VoIP, 2 Ports, 12VDC input	\$ 2,275.00	\$ 15,925.00
12	14	OUTPOST-RJ-CONN	Connector for OUTPOST Radio port that supports RJ45 cable for 2/4W tone keying and E&M applications.	\$ 52.00	\$ 728.00
13	5	SFW-MDC-1	License to add MDC1200 ANI capability to an OUTPOST-2R endpoint, 1 required per channel.	\$ 513.00	\$ 2,565.00
14	1	PKG-IO-VPGATE	Input-Output Package for Scout and DSPatchNET, includes one each 24-input, one each 24-output rack mount panel and power supply. 25 pr cabling is optionally purchased, PKG-INST. AUX-XX.	\$ 4,145.00	\$ 4,145.00
15	2	ACC-NETWK-24P-SFP4	24 Port Gigabit Switch with 4 SFP Ports	\$ 2,482.00	\$ 4,964.00
16	1	SFW-VPG-DFSI-6-SK	Supplementary VPGate P25 DFSI endpoint license, requires SFW-VPG-XXXX. Supports up to 6 each redundant P25 DFSI endpoints.	\$ 6,214.00	\$ 6,214.00
17	4	RICM	Radio Internet Communication Module, 1 port, advanced model, includes 120AC/12VDC power supply, v.24 cable, DVD that contains the configuration guide and software, and a RIC-M license.	\$ 1,037.00	\$ 4,148.00
Gateway & Endpoint Equipment Subtotal:				\$	57,062.00
<u>Racking Equipment</u>					
18	1	ACC-MTG-2U-RR	Kit to rack mount two (2) each ACC-CPU-RM-2012 or -WIN7 in 19" Relay Rack. 2U high.	\$ 389.00	\$ 389.00
19	1	DISP-KVM-F-RR	1U LCD Folding Display, for Relay Rack. Includes Keyboard with trackpad and 8-port KVM	\$ 3,073.00	\$ 3,073.00
20	2	OUTPOST-RACKMT-PKG	3U Rack mount shelf (holds 1-4 Outposts) plus 3U Rack mount power supply	\$ 622.00	\$ 1,244.00
21	2	PKG-INST-AUX-25	Type 66 Cabling/Punch block kit to install one auxiliary I/O package, 25' cables	\$ 797.00	\$ 1,594.00
Racking Equipment Subtotal:				\$	6,300.00

Sales Quotation

Avtec, Inc.
100 Innovation Place
Lexington, SC 29072
(800) 310-7045 V
(803) 358-3636 F
www.avtecinc.com

Item	Qty	Model Number	Description	Price Each (USD)	Extended Price (USD)
<u>Recommended Spare Equipment</u>					
22	1	OUTPOST-2R	Radio Controller, VoIP, 2 Ports, 12VDC input	\$ 2,275.00	\$ 2,275.00
23	1	ACC-HED-6W-NC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	\$ 342.00	\$ 342.00
24	1	ACCPLUS-MIC-DESK	PTT Desk Microphone, Scout Media Workstation Plus	\$ 617.00	\$ 617.00
Recommended Spare Equipment Subtotal:					\$ 3,234.00
Console Equipment, Software, & Licensing Total:					\$ 104,940.00
<u>ScoutCare Software and Hardware Maintenance</u>					
Year 1 ScoutCare and Hardware Maintenance Discounted 100%					
25	1	SCOUTCARE-T1	Year 1 Annual Software Maintenance and Technical support.	\$ 6,444.30	\$0.00
26	1	SCOUTCARE-HARDWARE	Year 1 Annual Hardware Maintenance	\$ 3,306.30	\$0.00
Year 1 Maintenance & Support Subtotal:					\$ -
<u>Shipping, Handling, and Insurance</u>					
27	1		Lump sum packaging, shipping, and insurance FOB Origin		\$ -
<u>Professional Services and Expenses</u>					
28	1		Project Labor and Expenses (see Statement Of Work for details)		\$ 2,021.50
Shipping & Professional Services Subtotal:					\$ 2,021.50
					Extended Price
					Total (USD) \$ 106,961.50
<u>Additional ScoutCare Software and Hardware Maintenance. Up to 4 additional years may be purchased with no escalation. (see note 6)</u>					
29	4	SCOUTCARE-T1	Annual Software Maintenance and Technical support.	\$ 6,444.30	\$ 25,777.20
30	4	SCOUTCARE-HARDWARE	ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare (on software) is a prerequisite for the Hardware Option to become effective.	\$ 3,306.30	\$ 13,225.20
Extended Maintenance & Support Total:					\$ 39,002.40
Total including Extended Maintenance & Support (USD):					\$ 145,963.90

Item	Qty	Model Number	Description	Price Each (USD)	Extended Price (USD)
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☒ The attached Quotation is valid only as part of a Statement of Work prepared in connection with a fully executed agreement between Avtec and Customer.

☐ A Statement of Work is not required in order to execute the above quotation.

☐ Budgetary Quote. Prices are approximate estimates for preliminary planning purposes only. As such, pricing shown is non-binding.

Commercial Terms and Conditions of Offer

- 1 This proposal is based on the requirements provided by the customer. We reserve the right to correct mathematical or other errors in the quotation.
- 2 Execution of a Statement of Work (SOW) is required prior to order acceptance, except for product purchases without services that are purchased under an existing Master contract executed by the customer.
- 3 Change Orders must be processed for additional out-of-scope material and labor, or other required deviations from quotation.
- 4 All quotations purchased under NASPO ValuePoint, GSA, or other Master Supply Agreement are subject to the applicable contract's terms and conditions and supersede any conflicting terms listed here.
- 5 NASPO ValuePoint quotations that include Avtec on-site services include 2 labor days per person/per trip for travel to and from the site of performance.
- 6 For any quotations specifying "Prepaid & Add" (PPD&ADD), Avtec pays the transportation charges and adds the charges to the invoice for reimbursement from the Customer.

Taxes, Credit, Warranty, ScoutCare Pricing and Returns

- 1 All sales/use taxes and duties are the responsibility of the customer. quoted prices are exclusive of sales and use taxes.
- 2 Customer must self-remit use taxes and duties to the proper authorities, excepting Avtec will assess and remit sales and use taxes for Customer's convenience in the following states: CA, LA, MN, SC, TX, and WA, unless a valid exemption certificate is provided in a timely fashion.
- 3 Where the Customer is required to withhold taxes and duties from payments to Avtec, the Customer is responsible to notify Avtec and to work with Avtec to define method of tax and duty representation on the quote.
- 4 If outstanding payments are past due, no additional credit or services will be extended to the Customer until all past due amounts have been received in full.
- 5 Avtec products include a 1 year hardware and software warranty as well as 1 year of ScoutCare maintenance. ScoutCare starts at system acceptance when Avtec performs implementation services, or 90 days after shipment if customer performs implementation services. See warranty terms for more details.
- 6 ScoutCare pricing on this quotation will be honored as a multi-year contractual commitment (up to 4 years from warranty expiration) when executed as part of the original system purchase. The cost for additional years is not included in the Grand Total. Payment may be made at time of initial sale, or annually prior to the expiration of each coverage period. ScoutCare is non-cancellable.
- 7 Hardware returned for reasons other than defects incur a 25% restocking fee. Returned items must be in unused condition and in original packaging. customer is responsible for return shipping, insurance, and transport charges. Software licenses can only be returned if determined to be materially defective under the terms of the license agreement.
- 8 Products added to existing Scout systems not covered by a ScoutCare Maintenance program are ineligible for software defect fixes and updates and may only operate under the existing Scout system software version.

Item	Qty	Model Number	Description	Price Each (USD)	Extended Price (USD)
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Notes and Design Assumptions

- 1 The Customer accepts responsibility to procure, configure, install, terminate, and test all networking infrastructure to meet the supplied Scout specifications, unless otherwise stated in the Scope of Work.
- 2 This system has been configured for IP recording only. In the event analog recording is desired, additional Outpost gateways may be required.
- 3 Scout supports multiple vendors' radio, telephony, and logging recorder systems via a direct IP interface, with varying capabilities. See www.avtecinc.com/scout/integration for more information.
- 4 Authorized Avtec Service Provider to provide all implementation services to include project management, equipment installation, testing, cutover and operator training.

Payment Terms

Payment Milestones shall be based upon the following schedule:

- 1) 30% of equipment down payment Net 30 from PO acceptance and prior to shipment.
- 2) 70% of equipment Net 30 from shipment to site.
- 3) Avtec Services Payment due Net 30 from system acceptance.

Customer shall pay all amounts due Avtec under this Agreement without deduction or offset in United States dollars by either (i) direct transfer of immediately available funds to Avtec's bank account designated by Avtec from time to time, or (ii) by delivery to Avtec of Channel Partner/Customer's check drawn on a bank domiciled in the United States and backed by sufficient funds. Without limiting the generality of the foregoing, in no event may any payment due Avtec be made by credit card without the prior express written authorization of Avtec.



3669 Aviation Way
 Medford, OR 97504
 Office (541) 772.5602
 Fax (541) 772.5407

Quotation # 606895.1
 DATE August 3, 2018
 Customer Account # ---

CUSTOMER Brookings Police Department
 Lt. Donny Dotson
 898 Elk Dr
 Brookings, OR 97415

SHIP TO Day Wireless
 Calvin Emigh
 3669 Aviation Way
 Medford, OR 97504
 541-210-0138

Prepared By	Payment Terms	Project Start Date
Calvin Emigh		TBD

AVTEC Scout Installation Quote

QTY	PART#	DESCRIPTION	UNIT PRICE	EXT. COST
1.00	LABOR	PREENGINEERING	\$ 3,080.00	3,080.00
1.00	LABOR	PROJECT MANAGEMENT	\$ 7,600.00	7,600.00
1.00	LABOR	STAGING	\$ 11,283.00	11,283.00
1.00	LABOR	SCOUT INSTALLATION	\$ 15,386.00	15,386.00
1.00	LABOR	CONFIGURATION/TESTING/REMOVAL	\$ 5,800.00	5,800.00
1.00	LABOR	TRAINING	\$ 2,450.00	2,450.00
1.00	EQ	MISC INSTALLATION EQUIPMENT	\$ 800.00	800.00
1.00	PER DIEM	PER DIEM 3 TECHNICIANS	\$ 2,220.00	2,220.00
			LABOR SUBTOTAL	\$ 45,599.00
			EQUIPMENT	\$ 800.00
			PER DIEM	\$ 2,220.00
			DOWNPAYMENT	\$ -
			TOTAL	\$ 48,619.00

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 27, 2018

Originating Dept: Parks


Signature (submitted by)

City Manager Approval


Subject: Salmon Run Occasion Hall

Recommended Motion:

Authorize City Manager to execute a purchase agreement with Hansen Buildings in the amount of \$44,567 for the purchase of a metal framed building.

Financial Impact:

The total cost for the purchase of the building is \$44,567, to be paid from the Tourism Fund over five years.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

Salmon Run Golf Course, managed by Early Management Team (EMT), has for the last two years utilized an event tent to host various special events such as wedding receptions on a rental basis, as an additional revenue resource.

The tent has sustained damage due to weather events and is no longer usable in the off-season. EMT is now proposing to construct a 40' x 72', permanent, insulated, metal-framed occasion hall for use year-round to replace the tent. The project will be constructed on the existing tent foundation, utilizing the existing electrical system and existing heating & air system.

EMT obtained three quotes: Hansen Buildings (\$44,567), Parker Buildings (\$43,412), and BJS Metal and Lumber Products (\$77,860). BJS was the only one to include installation in their bid. The City will act as general contractor to reduce construction costs. There were a few differences that made Hansen's Buildings stand out as the vision for the building became clearer. Staff believes that this is a higher quality construction and recommends purchasing from Hansen Buildings.

South Coast Development Council (SCDC) was enlisted to evaluate the proposal. SCDC expects it will take 24-36 months of operation to recover the costs. Constructing this type of facility provides the City of Brookings the opportunity to be a coastal event destination location, and SCDC estimates this facility could generate an additional \$30,000 in yearly TOT fund revenues.

Benefits:

- a. Year-round facility, not dependent on weather conditions
- b. One wedding can bring an average of 200 people from out of the area who would stay in hotels for at least two nights, generating over \$2,000 in TOT revenues

- c. One conference or retreat would bring an average of 100 people from out of the area who would stay in hotels for multiple nights, generating over \$1,000 in TOT revenues
- d. Increases opportunities to host golf tournaments year-round, which in turn brings people from out of town, generating an expected \$500 in TOT per night per event.

Staff presented the proposal to TPAC at its meeting of June 14, 2018, requesting consideration of a funding plan in which the City would fund the project out of the general fund and then would reimburse itself annually with a prescribed amount of TOT funds over a period of several years.

After analyzing the costs and benefits, TPAC recommended, by a unanimous vote, to allot \$10,000 in TOT funding each year for five years to fund construction of the facility.

On July 9, 2018, Council approved allocating \$10,000 annually for five years from Transient Occupancy Tax (TOT) revenues funds from the Tourism Fund to construct an Occasion Hall at Salmon Run Golf Course.

Attachment(s):

- a. Hansen Building Quote
- b. Salmon Run Benefits Analysis
- c. SCDC Business Proposal



Hansen Buildings

12167 Lake Rd

Browns Valley MN 56219

Ph. 866-200-9657 Fax 866-200-9658

Call Your Designer Doug Peterson - 605-646-3523

to discuss this quote

07/12/2018

Quote # 1

CUSTOMER

Morgan Early
salmonrungalp@gmail.com
(541) 469-4888

Brookings, OR
Curry County

CUSTOMER JOBSITE ADDRESS

Morgan Early

Brookings, OR
Curry County

GABLE BUILDING DIMENSIONS

Building Type: Gable
Fully Enclosed Building

Width (Peaked End - "Endwall"): 48
Length (Gutter Side - "Sidewall"): 72
Eave Height (Not Interior Clear Height): 12.5
Slope: 4/12

INCLUDED ITEMS

1 12' wide x 10' tall Vinyl Backed and Insulated Short Panel Sectional Steel Overhead Door with Normal track track

Door to be placed 12' from the left corner of the Right Sidewall of the Main Building

1 12' wide x 10' tall Vinyl Backed and Insulated Short Panel Sectional Steel Overhead Door with Normal track track

Door to be placed 48' from the left corner of the Left Sidewall of the Main Building

1 12' wide x 10' tall Vinyl Backed and Insulated Short Panel Sectional Steel Overhead Door with Normal track track

Door to be placed 9' from the left corner of the Front Endwall of the Main Building

1 12' wide x 10' tall Vinyl Backed and Insulated Short Panel Sectional Steel Overhead Door with Normal track track

Door to be placed 27' from the left corner of the Front Endwall of the Main Building

1 3' wide x 6'8" tall Commercial Grade Insulated Steel Entry Door with Steel Frame All Factory Finish Painted

Door to be placed 3' from the left corner of the Front Endwall of the Main Building

1 3' wide x 6'8" tall Commercial Grade Insulated Steel Entry Door with Steel Frame All Factory Finish Painted

Door to be placed 3' from the left corner of the Rear Endwall of the Main Building

8 6' wide x 4' tall Dual Glazed Sliding Vinyl Window with Screen

Single Air Cell Reflective Radiant Barrier Kit and Condensation Barrier

*Single air cell insulation to be installed in the roof and walls.

72 ' Continuous Vented Ridge

Premium Trim Package

Gold Engineering Package

OR Registered Professional Engineer Sealed Plans and Calculations - 2 Sets

**Hansen Buildings offers a price match guarantee for any comparable complete building package.
Simply supply your Building Designer with the competitor's quote.**

Price:	\$43032
Payment By ACH Saves You:	\$2151
Price After ACH Discount:	\$40881
*ACH Discount Does Not Apply To Any Financed Sales	
Shipping:	Included

OPTIONAL ITEMS - Commonly requested Options

*Not currently included in your total building price

12" overhangs all sides and ends - enclosed with vented vinyl soffit which is pre-cut to length	\$2336
Ridge Lights	\$258
Eave Lights	\$219
24" Cupola with Weathervane	\$572
Wainscot	\$495

Building Material kit includes (as needed) unless noted differently:

- Roofing: Colored Lifetime Warranty 29g Steel
- Siding: Colored Lifetime Warranty Primed 29g Steel
- Colored 29g steel trims
- Structural building columns pressure preservative treated for in-ground use
- All embedded perimeter roof supporting building columns to include one uplift plate per pole
- **Building designed without concrete floor installed**
- If you need a specific pole layout ask your designer to specifically state it on your building quote - all pole layouts are preliminary and subject to change unless specifically stated on invoice
- Pressure preservative treated skirt (splash) boards - minimum #2 grade lumber
- Dry dimensional (no Green) framing lumber - minimum Standard or #2 Graded (no utility or #3)
- Engineered pre-fabricated wood roof trusses (double trusses for interior clearspans) or rafters
- All specialty nails, bolts and hangers
- Powder coated color matched screws to attach steel roofing and siding
- Complete detailed and itemized material list
- The industry's best Construction Manual - FULLY ILLUSTRATED!
- Two sets of large 2'x3' building plans
- Roof trusses NOT designed for a ceiling load
- Wall frame NOT drywall ready
- Does not include any framing nails, joist hanger nails, concrete or rebar for concrete slabs and footing requirements

This is a materials kit, not a pre-cut building - assembly, including cutting, will be required.

We do not collect sales tax in your state. You may incur a sales or use tax liability as a result of this transaction. Please consult with your state, county or city for details. Your state requires drop shipping vendors, who are registered within your state, to collect sales

tax from you (through us) on transactions. This may apply in your case, and when applicable, your purchase authorizes these amounts to be charged against your credit card or checking account. An invoice will be appropriately furnished to you prior to charging your credit card/checking account.

DESIGN CRITERIA		Code:	2014 OSSC based on 2012 IBC
Ground Snow Load (Pg):	25	Flat-Roof Snow Load (Pf):	25
Wind Speed (V_{ult}):	125	Wind Exposure:	C
Wind Speed (V_{asd}) 3 sec gust:	97		
Foundation Pressure:	2000	Soils:	SW, SP, SM, SC, GM, GC
Seismic Zone:	D2	Frost Depth:	40
Thermal Factor (Ct):	1.2	Unheated Structure	
Risk Category	I	Buildings and other structures that represent a low risk to human life in the event of failure	
Use Classification	U	Building Peak Height:	20.5
NDS Table 2.3.2 Load Duration Factors, Cd of 1.6 for wind and 1.15 for roof snow are incorporated in our designs			
Door(s) and window(s), if included, are not wind rated unless otherwise indicated			

**You must confirm all code/design criteria with your Building Department prior to placing your order.
We recommend taking this page to your building department for them to verify all design criteria listed above.**

The quoted price is only valid for the current day.

Materials Kit Delivered FREE to you from our over 4,000 Local Distribution Centers

Where applicable actual ferry charges/costs will be in addition to the price quoted.



Join us on Facebook and join our social Pole Building community: <http://www.facebook/hansenbuildings>

For a comprehensive planning guide visit [FREE Building Planning Guide](#)

This quote contains proprietary information and may not be disclosed to third parties without the express written consent of Hansen Buildings.

Hansen Buildings Comparison

Hansen Pole Buildings Premier Line Steel Covered Features

HPB Competitor A Competitor B

2 sets 24" x 36" CAD plans specific for YOUR building. Wet-stamped by a registered engineer available, most states.	Yes		
All framing lumber minimum #2 or std & better (no utility or #3).	Yes		
All kiln dried framing lumber (no shrinkage creating "rattling" from green lumber). Wall girts & roof purlins, primarily 2 x 6 or larger.	Yes		
Engineered pre-fabricated trusses for all clearspans (including gable endwalls of trussed areas).	Yes		
Interior trusses doubled and notched into columns. No unsightly blocking required between truss pairs.	Yes		
Sidewall overhangs supported directly by the trusses.	Yes		
Wide span shed and grid-barn roofs supported by LVL rafters (stronger than glu-lams).	Yes		
Steel jambs on all entry doors (no splitting).	Yes		
Entry doors and overhead doors are factory finish painted (not merely primed).	Yes		
Overhead door jambs are wrapped with steel trim (with steel or vinyl siding). No raw wood exposed to the weather.	Yes		
Residential overhead doors are all "dog-eared" as a standard feature for much more "street" appeal (with steel siding).	Yes		
Sliding doors are ALL steel frame. No wood to warp or twist, lightweight and durable. Verticals and bottom horizontals pre-painted white or brown.	Yes		
Steel trim package (with applicable roofings/sidings) includes:			
Base trim at bottom of sidewalls. Keeps rodents from climbing in through steel ribs.	Yes		
Eave trim at tops of sidewalls, below roofing and at top of endwalls with overhangs.	Yes		
With eavelights - flashing between eavelights and sidings. No unsightly overlap.	Yes		
With overhangs - fascia and varges trimmed, no bare wood exposed to the weather.	Yes		
Closed cell foam closures below steel roofing ridge cap and at eaves (UV resistant)	Yes		
Color matched vinyl gable vents (not bare galvanized).	Yes		
All color matched powder coated screws for attaching sheeting specially designed for "diaphragm" strength (min. #12 dia. and powder coated). No paint to chip off, no red rust. EPDM washers on screws provide a 100% seal. Minimum 900# pull-out strength in dry spf - highest values in the industry.	Yes		
Strongest 29 gauge roofing & siding in its class. Panels support 236 psf at 2' spacings.	Yes		
Shipping included in price.	Yes		
24/7 technical support during construction.	Yes		

Features subject to change without prior notice.



www.parkerbuildings.com

Date: 7/6/18

Bid Proposal # 25896 Expires in 7 days)



Customer Name: Val Early Phone Number: 541.469.4888

Mailing Address: City: State: Zip:

Building Site Address: City: Brookings State: OR Zip: 97415

Type of building: ___ Ag-Exempt ☒ Permitted ☒ Engineered. County Curny

Customer is required to obtain the proper permits.

Snow Load: 25 Wind Speed: 115 Exposure: C Roof Pitch: 4/12

Trusses 3 lb dead 1 lb ceiling load (10 lb for ceiling joist & sheetrock)

Size of Building: width x: 48' length x: 72' height x: 12'

29 gauge metal: Roof: Painted Walls & Trim: Painted

Wall Girts: 2" x 6" commercial type with blocks

Roof Purlins: 2" x 6" GDF #2 at 24" on center; stacked type

Roof Condensation Control: 2" CCB

Roof Sheathing: N/A

Overhangs: 18" on all sides

Polycarbonate Eave lights: N/A

Walk-in Door Size: (2) 3068 Metal door with metal jambs

Windows Size: (8) 6040 XO with Vinyl Frame

Overhead Door Size: N/A

Sliding Door Size: N/A

Concrete post footings: Provided by Customer

Posts Backfill: 3/4" crushed rock or concrete, provided by customer

Includes Fascia Trim and Base Metal Trim.

Option to include (4) 11' x 10' Slider Doors: Add- \$2,316.00

Option to include (4) 10' x 10' Raised Panel/Insulated Overhead Doors: Add- \$4,352.00

Option to include 1 row of windows on each Overhead Door: Add- \$1,600.00

Freight Included Material \$ 35,144.00

Thank you for allowing Parker Buildings, Inc the opportunity to bid on this structure. Please let us know if you have any questions or if there's anything else we can do for you.

Jon Finch
Project Estimator

60' GABLE END BUILDINGS

AD 298
AD 300
AD 301
AD 302
AD 305
AD 307
AD 308
AD 324
AD 324B

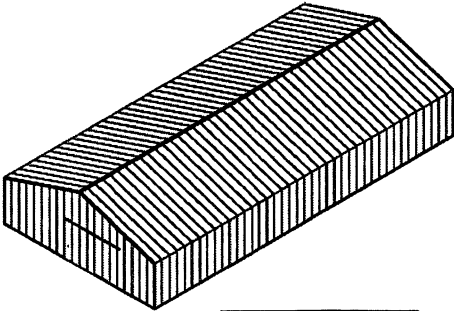
AD 300

Kit Price: \$37,604

- Roof Blanket Insulation Upgrade – \$2,730
- Painted Roof Upgrade – \$980

60'x120'x16' Farm Building:

(2) 11'w x 14'h Gable End Slider Doors (1-Slider on each Gable End); Galvanized Roof, Painted Wall Metal & Construction Plans.



PRINT SECTION



BJS' METAL & LUMBER PRODUCTS, INC.
62848 Millington Frontage Rd. ~ P.O. Box 727 ~ Coos Bay, OR. 97420
(541) 267-3721 ~ 1-800-342-9435 ~ Fax: (541) 267-6246
OREGON BUILDERS REGISTRATION #: 80872

ESTIMATE

Date: 6/27/18

Name: City of Brookings / Val Early Phone: 541-469-4888

Mailing Address: Salmon Run Golf c) 541-661-2733

City: _____ State: _____ Zip: _____

Building Address: Salmonrun@golf@gmail.com

City: Brookings State: _____ Zip: _____

Size: Width 48 Length 72 Eave Height 14

Roof: Metal Color Yr Galvanized Ø Overhangs 2 FT Insulation Yr Try-Ply Ø

Sides: Metal Color Yr Galvanized Ø Fiberglass Eave Lights Ø # of sides _____ Insulation Yr

Doors: Sliders Qty. Ø Size _____

Overhead Qty. 4 Size 11x12 2 on ea sidewall

Walk-In Qty. 2 3 ft. Plyco 4 ft. _____

Windows: Qty. 8 Size 40x30x0 - 3 ea sidewall - 2 on 1 Endwall

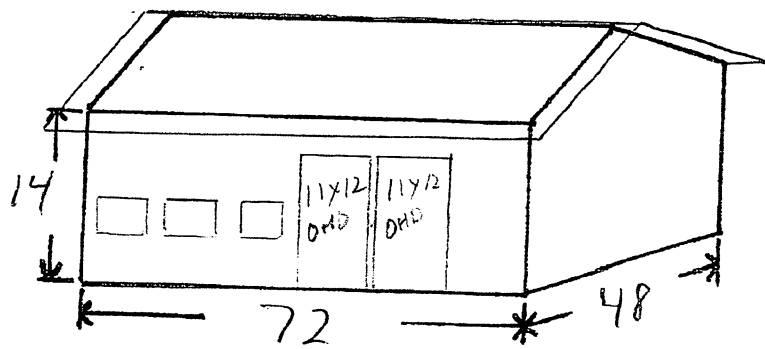
Concrete Slab: Ø cust will Gutters & Downspouts Yr 6 Downspouts

Labor: Yes Built No _____ Engineered Plans Yr

Wind: 135 Exposure: C Snow Load: 25 LB

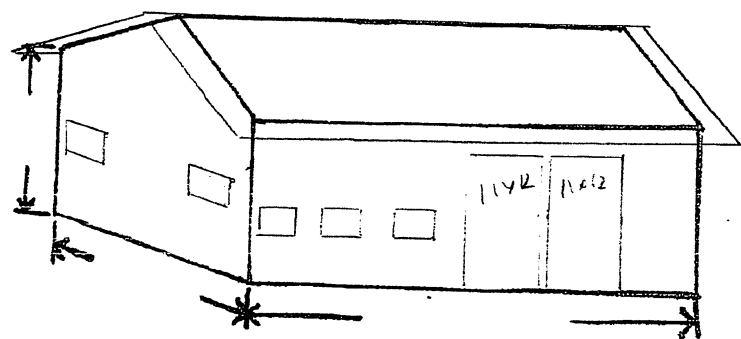
FRONT

Quote
Built
\$77,860.00



(12 FT 9") CLEARANCE
UNDER TRUSS

BACK





99040 S. Bank Chetco River Road, Brookings, OR 97415
541-469-4888

Permanent Event Center/Community Building Benefits

The current tent venue at Salmon Run is unusable during the winter months due to the weather and the vulnerability of the structure. With a permanent structure the revenue source would allow for meetings, indoor recreation, weddings, fundraisers and golf instructions/seminars during the rainy season. A permanent event structure would allow local businesses and non-profit organizations to remain within the community for their fundraisers/conferences or any other event. Out-of-town organizations can use the event structure for a coastal retreat/conference, ultimately drawing tourism revenue to the area during the off-season.

Coastal destination weddings, even during the winter months, would help to stimulate the local economy by providing revenue for local caterers, bakeries, florists and decorators. The Coastal destination would also be a beautiful venue for retirement parties, anniversaries, memorial services and reunions. A larger building would also be able to be sectioned off to accommodate different groups or sections for a larger group to move between.

In the short time EMT has been at the course we have turned down events during the winter months due to no facility. Brookings has lost many of the meeting venues over the past few years with only small rooms available to groups; many of which are sterile, classroom type venues.

Examples of lost revenue from April 2016-April 2018:

- Winter weddings (4)
- April 2018 multi-day/multi-week state of Oregon hosted meetings
- February Fundraising event
- Large Christmas parties for local businesses (3)
- Destination retreat/conference from Rogue Valley business
- Golf simulator for indoor golfing

Additional community beneficial events lost during winter months:

- High school golf practice
- School fundraiser
- Meeting space for middle school science to explore Jack Creek salmon habitat (no place to host the students which provided a warm dry place to review or set up stations)

❏ Golf tournaments and outings, group instructional clinics and workshops as well as educational seminars and business meetings in a variety of indoor or outdoor venues could showcase Brookings and help meet business objectives for a variety of organizations.



Business Proposal

May 29th, 2018

Salmon Run Golf
99040 South Bank Chetco River Rd.
Brookings OR, 97415
541-469-4888
www.Salmonrungolf.com

Executive Summary

Back ground

Salmon Run Golf Course, owned by the City of Brookings and currently operated by Early Management Team, Inc. (EMT), is a destination location for many travelers and locals alike. Salmon Run is located only 3.5 miles from downtown Brookings. A restaurant, a full service pro-shop and excellent PGA teaching staff add to the ambience of the Golf Course. Salmon Run is often asked to host community events and Weddings and, in the past, has been able to do so.

The Problem.

The City of Brookings has few options when it comes to event and training spaces. Salmon Run has hosted wedding parties but due to inclement weather, at many times of the year, Salmon Run and the City of Brookings have been over looked as a must have event and meeting location. Tents that had been used on site have been damaged due to rain, high winds, and hail during previous storms.

The solution:

EMT feels it would be beneficial, and financially advantageous to the golf course, the City of Brookings, and the community at large to build a building that would withstand the winter weather conditions and provide event space. A permanent structure would allow for golf tournaments, meetings, indoor recreation, weddings, fundraisers, golf instructions, and seminars during the rainy season. A permanent event structure would allow local businesses and non-profit organizations to remain within the community for their fundraisers/conferences or any other event. Out-of-town organizations can use the event structure for a coastal retreat/conference, ultimately drawing tourism revenue to the area even during the off-season.

Cost

High cost for this project is \$57,000 with an expected actual cost to be lower. Existing heating/AC can be retrofitted for the new building. The utilities and infrastructure for the building is currently in place as the space has been used by the tents.

Cost recovery

It is expected to recover the costs of the building in 24-36 months of operation. With already existing commitments from customers it is easy to extrapolate out the ROI. In addition, the current tent structure could be repurposed for Parks and Rec or sold.

Community Impact

The investment in a solid building for the Salmon Run Golf Course would benefit the entire community. This would provide an opportunity to offer additional Golf tournaments, which would draw in groups from multiple locations. It would provide a location for the community to put on events, and it would provide a spectacular location for gatherings such as weddings and reunions. As an economic impact for the community a meeting facility such as this is worth the investment and will pay back the community many times over in the next few years. The event space will create additional 2-3 year-round jobs for the area, to handle tasks such as an onsite event planner/ sales and marketing position, event management staff, and staff to facilitate set-up and take down of the event amenities and catering needs.

Company Description

Salmon Run is located behind the coastal mountains, and only 3.5 miles from downtown Brookings. With four sets of tees that stretch from 5,433 yards to over 6,400 yards, Salmon Run offers a course for every skill level in a setting that you will never forget. Open to the public, you may even see salmon and steelhead as they swim up Jack Creek to spawn. A restaurant, a full service pro-shop and excellent PGA teaching staff is ready to make your Salmon Run golfing experience even more enjoyable. The City owned municipal course is currently managed by Early Management Team, Inc.; Gary & Val Early.

Proposal & Services

Products and Service offered by the addition of this solid building will include

1. Enhanced reliability to the event spaces.
 - a. In the last year Early Management Team, Inc. (EMT) has turned down several functions due to inclement weather possibilities.
 - b. The current facility floods during the rainy season and will not work for events during the late fall/winter season and is susceptible to high wind damage.
 - c. Currently the meeting space is a large durable tent structure that can be expanded with two additional tents. During one event earlier this year wind damaged the large tent and completely destroyed the two smaller tents.
2. Expandable space:
 - a. Each Building Plan can be broken down into smaller sections, so it will be possible to hold multiple events at the same time.
 - b. With the largest proposed foot print the entire facility will have approx. 7200 square feet of usable space that can be broken into 4 spaces of around 1800 sq ft
3. The price per event will determined on the nature of the event
 - a. Wedding's range from \$250 starting to around \$2000 max occupancy (see attached)
 - b. Community / Corporate Events will start at \$100 and increase dependent on size of function and amenities needed
 - c. Golf Simulator is priced at \$30 per round per Golfer

Cost

There have been several options that Early Management Team LLC has been looking at for structures. See attachment details. The prices for acceptable sized buildings range from \$35,000 to \$57,000. The kit costs can be seen below there is a cost for the construction and the estimated construction costs are included in the total estimates. We have included a 20% increase for unforeseen incidentals with this kind of construction cost.

Building model	Size	Kit cost	est. construction	20% overage of incidentals	total Estimated cost
Hansen Buildings	40x70x12	\$ 21,219.00	\$ 8,000.00	\$ 5,843.80	\$ 35,062.80
Parker AD 300	60x 120x 16	\$ 37,604.00	\$ 10,000.00	\$ 9,520.80	\$ 57,124.80

EMT would like to start with a building large enough to fit the needs of current as well as projected needs to reduce the need to build additions in the future. The 40x70 size is the minimum size needed to fulfill current needs.

The Plan

This section provides details on your industry, the competitive landscape, your target market and how you will market your business to those customers.

1. Market research

There is a need for additional meeting spaces in Brookings and surrounding areas. Currently every weekend in June and August is booked for wedding receptions or other events at the golf course. There is also a need for additional meeting spaces. Earlier this year the EMT turned down an offer from the state for a management retreat because there was not enough weather proof available space to host the retreat. This event would have brought over 100 individuals into the community to stay for 4 days on 2 separate weeks. This would have added to the room occupancy in local hotels and increased the visits to local restaurants as well as retail shops. As a community the City of Brookings needs to be ready in the future for such requests. As the warmest City in Oregon during winter months and the moderate summer temperatures Brookings can become a go to year-round meeting location.

2. Barriers to entry

The largest barrier to entry is the cost of the facility. With a price tag ranging from 35,000 to 57,000 the cost of the facility is above the available liquid budget of the organization. (see attachment with price guides)

3. Threats and opportunities

An opportunity for this to succeed is the need for the facility to exist. As more groups know that the facility is available there will be more requests for the meeting space.

The infrastructure for the facility is already on site as the large tent is sitting in the location, so minimal ground work will need to be done. In addition, the heating and air conditioning unit with the existing tent can be retrofitted to accommodate the new event building.

A threat is the perception that the Facility is so far outside of town. The truth really is that it is only 3.5 miles from down town and only 8 minutes to get to the facility. Once at the course the beauty of the surroundings and peaceful nature seem to overcome the 8-minute drive factor.

4. Product/service features and benefits

A permanent and durable building will be essential to the area for additional meeting rooms, and event location. Products will be offered because of the construction of this building will include but not limited to:

- Wedding receptions
- Community gatherings
- Virtual golf simulations
- Company retreats
- High school Golf practice facility
- Middle school PE golfing introductions

This type of facility will add to the overall productivity and profitability of Salmon Run Golf Course. It is estimated that the new building will have paid for itself in 24 – 36 months.

5. Positioning/Niche

The venue is known to locals and is a destination location for many regional individuals looking for a place away from the office for retreats and other events. This positions the facility nicely to grow and expand. With previous inquiries for meeting space this facility will be easy to get noticed and fill for the majority of the year.

6. Marketing

The majority of the marketing will be done online. We will advertise on our website, on social media, through community events pages, and tourism pages. With a reach of 8,000 local individuals, and multiple reach opportunities we expect to reach over 100,000 potential customers per year.

Marketing may include:

- Business website
- Social media marketing
- Email marketing
- Mobile marketing
- Search engine optimization
- Content marketing
- Print marketing materials (brochures, flyers, business cards)
- Public relations
- Trade shows
- Networking
- Registration with state approved facilities through the ORPIN selection process
- Word-of-mouth
- Referrals

7. Pricing

Pricing is key to making this project profitable. For references please see attached Spread sheet. Pricing for weddings are as follows *with other amenities and services available on request.*

<i>Space rental and set up cost</i>	
<i>small wedding < 50</i>	<i>\$ 250.00</i>
<i>Medium 50- 150</i>	<i>\$ 500.00</i>
<i>Large 150- 250</i>	<i>\$1,000.00</i>
<i>x large >250</i>	<i>\$2,000.00</i>

Corporate and community events can rent the facility for a fee as seen on the chart below

Square feet needed (approximately 50 people per 1800 sqft) for up to 4 hours		
	1800	\$ 100.00
	3600	\$ 200.00
	5400	\$ 300.00
	7800	\$ 400.00

Discounts may be given to Non-Profit organizations.

Conclusion

The investment in a solid event building for the Salmon Run Golf Course would benefit the entire community. This would provide an opportunity to offer additional Golf tournaments that would draw in groups from multiple locations. It would provide a location for the community to put on events, and it would provide a spectacular location for gatherings such as weddings. As an Economic Impact for the community a meeting such as this is worth the investment and will pay back the community many times over in the next few years.

Expanding the season for events would increase the need for employment opportunities at Salmon Run. With increased capacity for multiple events EMT estimates a need to add 2-3 part time jobs; year-round. This conservative estimate could also include an on-site event planner/sales & marketing position.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 27, 2018

Originating Dept: PW/DS



Signature (submitted by)



City Manager Approval


Subject: Azalea Park Ball Field Lights - Wiring

Recommended Motion: Authorize the City Manager to execute a contract with Stadelman Electric for the wiring of ball field lighting at Azalea Park.

Financial Impact:

Stadelman Electric proposal (attached) of \$96,280 includes upgrading the service to the facility, pulling wire in existing conduit, connecting new electrical wiring and controls for the operation of the new ball field lights recently purchased by Musco Lighting.

Stadelman Electric was the lone respondent to staff request for bids and available in September to perform the work.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

Ball field lighting is part of the Azalea Park Ball Field Reconfiguration – Phase Three project. Phase three is estimated at \$842,000 of which \$490,000 is portioned for ball field lights. Staff successfully obtained an Oregon Parks and Recreation Department (OPRD) Local Government Grant that requires a 40% match funded from the Capital Projects Reserve Fund in fiscal year 2018-19.

Attachment(s):

- a. Stadelman Electric Quote

CONTRACT FOR ELECTRICAL WORK

This is a contract for the electrical wiring to be performed by **Stadelman Electric, Inc.** for **City of Brookings** (CUSTOMER) made this 15th day of August, 2018.

Information

1. Stadelman Electric, Inc. is located at:
98153 N. Bank Chetco River Rd.
Brookings, Oregon 97415
CCB #: 120917
Phone: 541-469-4385
Fax: 541-469-7978
Email: stadelmanelectric@gmail.com
2. CUSTOMER'S name and address:
City of Brookings
898 Elk Dr.
Brookings OR 97415
Contact Person: Tony Baron
Phone: 541-469-1159
Phone: 541-661-4085
Email: abaron@brookings.or.us
3. The work site is located at:
Azalea Park
640 Old County Rd.
Brookings OR 97415
Job Description:
Ball Field Lighting Project

Scope of Work

The following is a description of the electrical wiring to be performed by STADELMAN ELECTRIC, INC. for CUSTOMER:

Electrical Service

The existing service is not large enough to add the new ball field lighting. Stadelman Electric will remove the old service equipment from the outside of the maintenance building and then we will provide and install a CT metering system. The new service will be rated single phase, 600 amps, 120/240 volts. On the inside of the building, adjacent to the existing electrical panel, we will add a second 200 amp distribution panel and a 200 amp disconnect that will be connected to the snack shack. Although this is more than a day's work, the power outage part will only last one day. We will coordinate with the power company and the City to minimize the impact of the outage. Coos-Curry Electric will need to upgrade the transformer from 25 kVA to 75 kVA. We will try to coordinate this for the same day. There will be fees from Coos Curry Electric for these upgrades. These fees are not included in our bid.

Underground Conduits

Stadelman Electric has reviewed, on site, the locations of the underground conduits, junction boxes, etc. Our bid assumes that all the conduits were installed according to code and in the right location and that they are free of rocks and other debris that could damage the

wiring. If Stadelman Electric needs some conduits dug up, so they can be modified, repaired, etc. this digging shall be done by Other and is not included in our bid. Repairs to the conduit are not included in our bid. All of the conduit that was observed above ground looked okay.

Lighting Control Panels

Lighting Control panels to be provided by Other and installed by Stadelman Electric. Stadelman Electric will provide all the wiring required between the breaker panel and the lighting control panels. We will also connect all the wiring from the poles to the control panels. It is our understanding that the lighting control panel located in the snack shack adjacent to the electrical panel will control Field #2. The second lighting control panel will control Field #1 and the Soccer Field. It will be mounted in the utility room in the maintenance building behind the bathrooms. We will provide and install a 4 conductor, 12 gauge control wire between the two lighting control panels.

Poles and Ball Field Lights

Stadelman Electric will mount the light fixtures on the poles as per manufacturer's instructions. Poles, light fixtures and all their accessories are to be provided by Other. We will connect the wiring from the fixtures to the junction box on the outside of the pole. We will also connect the underground wiring to this junction box. All the handling and erection of the poles and their bases is to be done by Other. Stadelman Electric is not providing any lift equipment or handling of any part of the poles and their bases which cannot be carried by one person.

Underground Wiring

Stadelman Electric will provide and install all the wire between the lighting control panels and the poles. This will be all copper wire. The wire will be different sizes to compensate for voltage drop. Stadelman Electric will minimize the number of splices to ensure that the City has a more reliable system.

Scoreboards

Stadelman Electric will provide three 120v circuits, one for each of the three scoreboards. This will use underground conduit, provided by Other. The physical placement of the scoreboards is to be done by Other. Stadelman Electric will make the final connections and perform testing. We have calculated 5 amps for each scoreboard.

Feeder Upgrade

The feeder between the maintenance building and the snack shack will need to be upgraded to reduce voltage drop. We will use two existing 2" conduits. We will remove the existing wire and replace it with copper wire. We will then add a second run of copper wire to reduce the voltage drop. We will likely need the existing junction boxes dug up so we can modify the conduit. Digging to be done by Other. There will be a power outage at the snack shack lasting 2-10 days while we do this install.

Field Access

Stadelman Electric will need to transport equipment and materials onto the ball fields. We will use a combination of work trucks, 4-wheeler, etc. We will work hard to minimize the impact of this traffic on the fields. Restoration of the fields is not included in our bid.

Testing

Once the system has been completed, Stadelman Electric will test all the light fixtures according to the manufacturer's recommendations.

Price of Copper

The price of copper wire can change dramatically in just a few weeks. Our bid is based on today's pricing. If the price of copper increases more than 5%, we will bill this as an extra. The copper wire is a major portion of our quotation, there is almost 6 miles of copper wire that we need to install for the complete system.

Prevailing Wage

It is our understanding that this project falls under the Oregon Prevailing Wage Laws which we will adhere to.

Included

State Electrical Permit
All the service equipment
Wiring from the electrical panels to the control panels
Wiring from the control panels to the light poles
Wiring from the service to the snack shack

Not Included

Digging and / or trenching
Light poles, pole lights, pole control equipment
Repair and / or code corrections to the underground conduits
Lift equipment
Coos Curry Electric fees

Our bid includes all of the labor, materials and state electrical permit required to install the electrical wiring as described above. Our bid does not include any other work beyond what is described above.

BID: \$96,280.00

Note: this proposal may be withdrawn by us if not accepted within 30 days.

Payment Terms

CUSTOMER shall pay for the work on the following schedule:

\$15,000.00 Due upon substantial completion of the electrical service
\$10,000.00 Due upon substantial completion of the underground wiring of the soccer field
\$15,000.00 Due upon substantial completion of the underground wiring of Field #1
\$15,000.00 Due upon substantial completion of the underground wiring of Field #2
\$20,000.00 Due upon substantial completion of underground wiring for the snack shack
\$ 5,000.00 Due upon substantial completion of lighting control panels
\$ 5,000.00 Due upon substantial completion of the pre-wire of the poles
\$ 5,000.00 Due upon substantial completion of testing
\$ 6,280.00 Due upon acceptance by the City of Brookings of the electrical wiring

A finance charge at an annual percentage rate of 18% will be charged on all invoices that are not paid within 30 days of the date of the invoice. Any alteration or deviation from above specifications will become an extra charge over and above the bid price and will be billed at \$98.00 per hour, per man plus materials or at a flat rate unless a different agreement is made.

Warranty

Stadelman Electric, Inc. warranties against defects in materials and workmanship all labor and materials provided by them for one year after the completion of the electrical wiring. Damage to the electrical wiring due to acts of God, vandalism and/or other factors beyond Stadelman Electric's control are not covered by warranty.

Acceptance of Contract

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

CUSTOMER

STADELMAN ELECTRIC, INC.

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

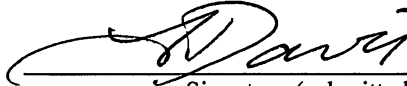
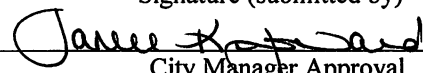
Date

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 27, 2018

Originating Dept: City Recorder


Signature (submitted by)

City Manager Approval


Subject: Transient Occupancy Tax (TOT) Fund Allocation for the Coastal Christmas Elves downtown decorating, parade and Santa event.

Recommended Motion:

As recommended by the Tourism Promotion Advisory Committee (TPAC): Motion to allocate a \$2,000 grant to the Coastal Christmas Elves downtown decorating, parade and Santa event.

Financial Impact:

\$2,000 allocated from TOT revenues set-aside for tourism promotion.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

Kathy Breshears representing the Coastal Christmas Elves submitted a request for \$2,000 in funding assistance for the downtown decorating, parade and Santa event scheduled for December 8, 2018. The funds will be used to cover live wreaths, insurance, advertising, and supplies.

This matter was considered by the Tourism Promotion Advisory Committee (TPAC) at its meeting of August 9, 2018. At that meeting, TPAC recommended unanimously to grant \$2,000 in TOT funding to the Coastal Christmas Elves downtown decorating, parade and Santa event.

Attachment(s):

- a. Event Funding Application Packet



Event Title: <u>Town decorating, Parade & Santa Ev.</u>		Amount Requested <u>\$ 2000⁰⁰</u>	
Organization: <u>Coastal Christmas Elves</u>			
Event Description: <u>Decorating downtown Brookings. Light Parade.</u> <u>Santa Chats and Refreshments at Oasis Park.</u>			
Event Date/s: <u>Dec 1 decorating Dec 8 Santa Event + Parade</u>			
Location: <u>Downtown Brookings & Oasis Park</u>		Location secured? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Event Goals: <u>To Bring small town Christmas Spirit to Brookings</u>			
How will this event be sustained after the first year? _____			
Sponsors/Investors: <u>Kathy Breshears & Bob Pieper have invested and will continue.</u>			
Event Budget			
Income		Expenses	
Fees Collected	\$	Facility/Venue Costs	\$
Admissions	\$	Insurance	\$ <u>190⁰⁰</u>
Concessions	\$	Advertising	\$ <u>300⁰⁰</u>
	\$	Supplies	\$ <u>1400.00</u>
	\$		\$
TOTAL	\$ <u>0</u>	TOTAL	\$ <u>2090</u>
How do you intend to evaluate the success of your event and determine the number of out of town visitors?			
Contact Person: <u>KATHY Breshears</u>			
Phone: <u>541-412-0674</u>		Email: <u>Breshears JK@gmail.com</u>	
Mailing Address: <u>17892 Rainbow Rock Rd.</u>			
113			
If more space is required please attach additional pages			

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 27, 2018

Originating Dept: City Recorder


Signature (submitted by)

City Manager Approval

Subject:

Rock the Chetco Event Evaluation

Recommended Motion:

Motion to accept the Rock the Chetco Event Evaluation report.

Financial Impact:

Funding was already allocated for this project.

Background/Discussion:

At the May 29, 2018 City Council meeting, Council authorized a grant to the Rock the Chetco event organizers in the amount of \$3,000 in Transient Occupancy Tax (TOT) funding to cover the costs of labor, venue, advertising, entertainment, and security.

The event organizers have provided an event evaluation report to the Tourism Promotion Advisory Committee.

The organizers estimate that approximately 2700-3000 people attended per day. They estimate 40-50 percent of those were from outside the areas.

Of note, although allotted \$3,000, event organizers only requested \$877 once event revenues were known.

Attachment(s):

- a. Event Evaluation



City of Brookings

898 Elk Drive, Brookings, OR 97415

(541) 469-1102 Fax (541) 469-3650

Tourism Promotion Special Event Program

Event Evaluation Report Form

Within three (3) months of completing the event, the following information must be provided and returned to Lauri in Visitor Center.

Event Title: Rock the Chetco Completion Date: 5/29/17
Contact Person: Mike or Alyx Frederick Phone: 541 661 3586
Amount Awarded: \$ 3000.00

1. How was the funding used? (Examples: "Purchase flyers - \$___," or "Purchase advertising in [name of publication] - \$___." Detailed receipts are not required).

Shuttle around town: \$500.00
Security 675.00
Sound equipment rental/music 346.5
Advertising - Shuttle flyers, 1800.00
Local & Regional Print
Radio

2. How many people attended the event (participation/spectators)? Approximately how many of these were from outside Curry County? Include results as defined in Applicant's proposed methodology.

Estimated attendance was 2700-3000 per day in and around the various shuttle stops.
Of all charged purchases at our booth, it is estimated that 40% of visitors came from outside the 97415 zip code.
A survey of vendors in the Port indicates that they experienced 50% of their patrons coming from outside the local area.

Note: Failure to submit this report to the City within the allotted time (three months from approved event completion) will eliminate your organization from future consideration for funding under this program.

Signed: [Signature] Dated: 9/1/17

Organization: Chetco Brewing Company



Rec'd
AUG 2 1 2018
TJD

City of Brookings

898 Elk Drive, Brookings, OR 97415
Phone: 541-469-2163 Fax: 541-469-3650
www.brookings.or.us

APPLICATION TO SERVE ON A COMMISSION OR COMMITTEE

PART I Contact Information:

Applicant Name: TIMOTHY KENNEDY
Physical Address: 1144 CHETCO AVE BROOKINGS OR 97415
Mailing Address: P.O. BOX 1460 BROOKINGS OR 97415
Email Address: DIVERDOWN066@MSN.COM Phone: 208-340-1752

PART II Position Selection, Requirements and Restrictions: (Please answer all that apply)

- | 1. Commission/Committee applying for: | <u>Composition (i)</u> | <u>Term (ii)</u> |
|---|--------------------------|------------------|
| <input type="checkbox"/> Planning Commission/Commission for Citizen Involvement (iii) | 5 Electors, 2 UGB | 4 years |
| <input type="checkbox"/> Budget Committee | 5 Electors | 3 years |
| <input type="checkbox"/> Parks and Recreation Commission | 4 Residents, 1 UGB | 2 years |
| <input checked="" type="checkbox"/> Tourism Promotion Advisory Committee (TPAC) (iii) | 4 Residents, 3 Curry Co. | 3 years |
| <input type="checkbox"/> Other (please specify): _____ | | |
2. City residents: How long have you lived in the City of Brookings? 0 years 3 months
Planning & Budget Applicants Only: Are you a City elector (registered voter)? ☐ Yes ☐ No
3. UGB residents: How long have you lived in the UGB? _____ years _____ months
4. What is your current occupation? MOTEL OWNER

NOTES:

(i) *Membership requirements:*

- Residents must reside inside City limits; resident/UGB status determined by physical address.
- Electors are registered voters of the City of Brookings (verified by County Elections Office).
- UGB members must reside within the Brookings Urban Growth Boundary (contact the Planning Department at 541-469-1137 for assistance in determining UGB status).

(ii) *Term:* Appointments to fill mid-term vacancies will be for the remainder of that term.

(iii) *Other restrictions:*

- Planning Commission: No more than two (2) Commissioners may be principally involved, as individuals, members or partners, in the buying, selling or development of real estate for profit. No two (2) members shall be involved in the same kind of business or profession.
- TPAC: The three (3) Curry Co. members must own property, own a business or be employed in the City.

PART III Background Information: (Attach additional pages if needed)

1. List your related experience and/or background to the position you are applying for:

CURRENTLY RUN & OWN A 38 ROOM MOTEL.

PREVIOUS EXPERIENCE IS IN SEMICONDUCTOR ENGINEERING
MANAGEMENT, LARGE SCALE PROJECT MANAGEMENT AND
PERSONNEL MANAGEMENT. I ALSO HAVE 15+ YEARS EXPERIENCE
IN RESTAURANTS AND BANQUET SERVICE, PRIMARILY IN
UPSCALE RESORTS

2. List any unrelated work history, educational background, and volunteer experience you may have:

BSEE FROM ARIZONA STATE UNIVERSITY -

SEE ABOVE

3. Briefly describe your interest in this position and what you hope to accomplish:

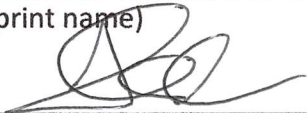
I AM INTERESTED IN INCREASING THE TOURISM SECTOR IN
BROOKINGS OREGON. BEING DIRECTLY INVOLVED WITH THE
USE OF FUNDS THAT ARE COLLECTED FOR THIS PURPOSE
SHOULD HAVE A POSITIVE EFFECT ON MY OWN
BUSINESS' BOTTOM LINE.

PART IV Volunteer Agreement: *Please read and check off the following before signing:*

- ☒ I acknowledge that I will not be under the direct supervision and control of the City in connection with the voluntary services for which I have applied.
- ☒ I acknowledge that I will receive no compensation or expense reimbursement from the City in connection with any volunteer services for which I have applied.
- ☒ I understand and agree that my volunteer service will be donated to the City at times other than my regular work hours.
- ☒ I understand that if the position I applied for requires me to be an elector of the City of Brookings, that the City has permission to verify my status as a registered voter.
- ☒ I agree to release the City from all matters relating to the voluntary service for which I have applied, including compliance, if any is required, with social security, withholdings, insurance and all other regulations and reportings governing such matters. I assume full responsibility for any injuries or damages suffered by or arising from the voluntary service described herein. (*Planning Commission applicants, see ** below*)
- ☒ I agree to release, indemnify and hold the City harmless from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages or expenses, of whatsoever kind and nature, including attorney fees, which City may sustain or incur as a result of errors or omissions in the performance of the voluntary service set forth herein.
- ☒ By signing this application voluntarily, I, the Applicant, do hereby acknowledge that I have read and agree to the terms stated above and that I understand and acknowledge that this document will become public information and may be distributed to the public and news media as part of a City Council Agenda Packet.

TIMOTHY KENNEDY

Applicant (print name)



Applicant's Signature

8/20/2018

Date

****Planning Commissioners** holding office on April 1st of each year are required to file an Annual Statement of Economic Interest with the Oregon Government Ethics Commission (OGE). You may view a sample form at http://www.oregon.gov/ogec/docs/sei/sei-11_form_sample_only_for_website.pdf. Official forms provided by OGE.

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular business hours are 9 am to 4:30 pm, Monday – Friday.

Commission and Committee contact information:

- Planning Commission: 541-469-1103 - lziemer@brookings.or.us
- Budget Committee: 541-469-1123 - jhoward@brookings.or.us
- Parks and Recreation Commission: 541-469-1103 - lziemer@brookings.or.us
- Tourism Promotion Advisory Committee: 541-469-1102 – tdavis@brookings.or.us

Suicide Facts & Figures:

Oregon 2018*



On average, one person dies by suicide every 11 hours in the state.

More than six times as many people die by suicide in Oregon annually than by homicide.

The total deaths to suicide reflect a total of 13,945 years of potential life lost (YPLL) before age 65.



Suicide cost Oregon a total of **\$740,356,000** of combined lifetime medical and work loss cost in 2010, or an average of **\$1,080,811 per suicide death.**

*Based on most recent 2016 data from CDC. Learn more at afsp.org/statistics.



Leading cause of death in Oregon

2nd leading

cause of death for ages 15-34

3rd leading

cause of death for ages 35-44

5th leading

cause of death for ages 45-54

8th leading

cause of death for ages 55-64

15th leading

cause of death for ages 65 & older

Suicide Death Rates

	Number of Deaths by Suicide	Rate per 100,000 Population	State Rank
Oregon	772	17.79	16
Nationally	44,965	13.42	



American
Foundation
for Suicide
Prevention

Suicide Prevention Programs and Initiatives

- Oregon's Elder and Youth Suicide Prevention Programs are housed within the Oregon Health Authority, Public Health Division. Both programs provide access to gatekeeper training and compile suicide data and information as a resource to communities.
- Oregon law (ORS §§ 418.731 and 418.733) provides for a Youth Suicide Prevention Coordinator, within the Oregon Health Authority, who facilitates the development of a statewide youth suicide intervention and prevention plan and updates the plan every 5 years, improves outreach, provides technical assistance, coordinates interagency efforts, and reports annually on emergency room admissions for youth suicidal behavior. See the latest Youth Suicide Intervention and Prevention Plan: 2016-2020 (<http://bit.ly/2i9jW5O>) and the 2017 Youth Suicide Intervention and Prevention Plan Annual Report (<https://apps.state.or.us/Forms/Served/le8874c.pdf>).
- The Oregon Health Authority currently manages the Caring Connections Youth Suicide Prevention Initiative with funding (2014 to 2019) through a federal Garrett Lee Smith grant.
- The Oregon Older Adult Suicide Prevention Plan: A Call to Action was released by the Oregon Department of Human Services in 2006 and outlines three primary strategies: clinically based prevention; community based prevention; and public health surveillance, program evaluation and research (<http://bit.ly/2GzPJWi>).
- Oregon law (ORS § 418.735) requires the Oregon Health Authority to develop a plan for communication among local mental health authorities and local systems to improve notifications and information-sharing when suspected suicides involve an individual under age 24. The plan must address community suicide response and post-intervention efforts.
- SB 48 (adopted 6/29/17) requires certain behavioral and physical healthcare providers to report to their licensing boards, at re-licensure, any suicide assessment, treatment and management continuing education they've taken, and requires the Oregon Health Authority to develop a list of available continuing education opportunities.

Get Involved

The **AFSP Oregon Chapter** brings together people of all backgrounds in communities throughout the state to fight suicide. We help fund research, offer educational programs, advocate for public policy and support those affected by suicide.

For more information or to volunteer, please contact:

AFSP Oregon
oregon@afsp.org

Become an Advocate

AFSP's Oregon advocacy volunteers build relationships with public officials and advocate on behalf of sound suicide prevention policy.

Visit afsp.org/advocate to sign up!



American
Foundation
for Suicide
Prevention

Suicide Handout

www.ZeroAttempts.org



**WHEN IN CRISIS
CALL 800-273-8255 OR
TEXT "SOS" TO 741741**

We Believe

Suicide is not inevitable for anyone. By starting the conversation, providing support, and directing help to those who need it, we can prevent suicide attempts and suicides and save lives. See [suicide](#) and [teen suicide](#)

We Can All Take Action

Evidence shows that providing support services, talking about suicide, reducing access to means of self-harm, and following up with loved ones are just some of the actions we can all take to help others.

Crisis Centers are Critical

By offering immediate counseling to everyone that may need it, local crisis centers provide invaluable support at critical times and connect individuals to local services.

Know the Risk Factors

Risk factors are characteristics that make it more likely that someone will consider, attempt, or die by suicide. They can't cause or predict a suicide attempt, but they're important to be aware of. This includes mental disorders, particularly mood disorders, schizophrenia, anxiety disorders, and certain personality disorders

- Alcohol and other substance use disorders
- Hopelessness
- Impulsive and/or aggressive tendencies
- History of trauma or abuse
- Major physical illnesses
- Previous suicide attempt(s)
- Family history of suicide
- Job or financial loss
- Loss of relationship(s)
- Easy access to lethal means
- Local clusters of suicide
- Lack of social support and sense of isolation
- Stigma associated with asking for help
- Lack of healthcare, especially mental health and substance abuse treatment
- Cultural and religious beliefs, such as the belief that suicide is a noble resolution of a personal dilemma
- Exposure to others who have died by suicide (in real life or via the media and Internet)

Know the Warning Signs

Some warning signs may help you determine if a loved one is at risk for suicide, especially if the behavior is new, has increased, or seems related to a painful event, loss, or change. If you or someone you know exhibits any of these, seek help by calling the National Suicide Prevention Lifeline 800-273-TALK (8255) or text the National Crisis Text Line. Text "SOS" at 741741 or [Other Emergency Contacts](#) any time 24/7.

- Talking about wanting to die or to kill themselves
- Looking for a way to kill themselves, like searching online or buying a gun
- Talking about feeling hopeless or having no reason to live
- Talking about feeling trapped or in unbearable pain
- Talking about being a burden to others
- Increasing the use of alcohol or drugs
- Acting anxious or agitated; behaving recklessly
- Sleeping too little or too much
- Withdrawing or isolating themselves
- Showing rage or talking about seeking revenge
- Extreme mood swings

How To Take Care Of Yourself

Ask for help: Don't be afraid to let your friends, family, or teachers know what you need: they want to help.

Make a safety plan: A safety plan can help guide you through difficult moments and keep you safe. Learn how to make your own. [Personal Template](#)

Remember that this feeling can be overcome: Family conflict, relationships, grades, sexual identity, and the loss of important people can seem impossible to deal with. But with support from others, you can.

Evaluate the relationships in your life: Love and friendship are all about respect. Toxic or unhealthy relationships can negatively affect you. Whether you're dating or building new friendships, remember your rights. If you're being bullied, help is also available.

How To Help

Take your loved one seriously: Some people feel that kids who say they are going to hurt or kill themselves are "just doing it for attention." But if your child, friend, or family member confides thoughts of suicide, believe them and get help.

Listen with empathy and provide support: A fight or breakup might not seem like a big deal, but for a young person it can feel immense. Sympathize and listen. Minimizing what your child or friend is going through can increase his or her sense of hopelessness. Know the [risk factors](#)

Learn the warning signs: Friends sometimes let friends know if they are thinking about suicide or dying. Other times, changes in behavior may show that someone is struggling. Know the [warning signs](#)

Don't keep suicide a secret: If your friend is considering suicide, don't promise to keep it a secret. Tell him or her you can help, but you need to involve other people, like a trusted adult. Neither of you have to face this alone.

Related topics: [Suicide](#), [Teen-Suicide](#), [Suicide 10-14 Year-Olds](#), [Suicide Internationally](#), [Contagion/Clustering](#), [Semicolon Campaign](#), [Emergency Contacts](#), [741741 Crisis Text Line](#), [Stigma](#), [Secrets No More](#), [Mental Illness](#), [Guns](#), ["13 Reasons Why"](#), [How to talk with your kids about suicide](#), [Crisis Trends](#), [Teen Depression](#), [Need to Talk?](#) ➡ [Online Depression Screening Test](#) ➡



SUICIDE PREVENTION MONTH

IDEAS FOR ACTION

SEPTEMBER 2018

1. LEARN ABOUT EFFECTIVE SUICIDE PREVENTION



by watching and sharing a brief video overview of SPRC's Effective Suicide Prevention Model:

<http://www.sprc.org/micro-learning/effective-suicide-prevention>

2. SHARE STORIES



of hope, healing, and recovery, such as:

- A SPARK Talk on engaging suicide attempt survivors
<http://www.sprc.org/video/attempt-survivors>
- Perspectives on attempt survivors and other people with lived experience
<http://www.sprc.org/populations/attempt-survivors-and-people-lived-experience>
- *The Way Forward: Pathways to Hope, Recovery, and Wellness with Insights from Lived Experience*
<http://actionallianceforsuicideprevention.org/sites/actionallianceforsuicideprevention.org/files/The-Way-Forward-Final-2014-07-01.pdf>

3. EMPOWER EVERYONE

to help prevent suicide by promoting:



- Information and resources tailored to the multiple settings where people live, work, and receive care
<http://www.sprc.org/settings>
- Customized information sheets to help people in a variety of roles recognize and respond to those at risk for suicide
<http://www.sprc.org/resources-programs/customized-information-series>

4. SUPPORT



the National Action Alliance for Suicide Prevention's ([Action Alliance](#)) #BeThere campaign:

- Sign up for their Thunderclap to have a one-time message posted on your Facebook or Twitter page on September 10
<https://www.thunderclap.it/projects/70402-bethere-help-prevent-suicides>
- Use #BeThere on Twitter to educate the public about the many ways to take action to support a person who is struggling or in crisis
<https://twitter.com/search?q=%23BeThere&src=typd>
- Sign up to receive updates on the [#BeThere campaign](#)

5. JOIN



the National Suicide Prevention Lifeline's ([Lifeline](#)) #BeThe1To movement by learning the five steps that can save a life and sharing them with others: (1) ask, (2) keep them safe, (3) be there, (4) help them connect, and (5) follow up
<http://www.bethe1to.com/join/>

6. EXPLORE WAYS



to #BeThere for a veteran or service member—whether you have one minute, one hour, or more—with resources from the [Veterans Crisis Line](#)
<https://www.veteranscrisisline.net/BeThereSupport.aspx>

7. ENCOURAGE HELP-SEEKING by spreading the word about these crisis services:

- **The National Suicide Prevention Lifeline provides free, confidential, 24/7 support by phone** [1-800-273-TALK (8255)] or online chat
<http://www.suicidepreventionlifeline.org>

- **Crisis Text Line provides free, confidential, 24/7 support by text** [text HOME to 741741 from anywhere in the U.S.]
<https://www.crisistextline.org/>



8. TAKE FIVE MINUTES

to complete five action items developed by the National Council for Suicide Prevention (NCSPP) for their Take 5 to Save Lives campaign: (1) learn the signs, (2) do your part, (3) practice self-care, (4) reach out, and (5) spread the word
<https://www.take5tosavelives.org/take-5-steps>



12. PARTICIPATE

in a National Suicide Prevention Week event hosted by the American Foundation for Suicide Prevention (AFSP)

<https://afsp.org/campaigns/national-suicide-prevention-week-2018/>



9. GET INVOLVED

in World Suicide Prevention Day on September 10 using information and ideas from the International Association for Suicide Prevention's (IASP) website
<https://iasp.info/wspd2018/>



13. CREATE SAFE AND EFFECTIVE MESSAGES

for the public that promote hope, recovery, and resilience using the *Framework for Successful Messaging*
<http://suicidepreventionmessaging.org>



10. PROMOTE

Suicide Prevention Awareness Month using materials from the National Alliance on Mental Illness (NAMI), such as crisis and information resources and social media content

<http://www.nami.org/Get-Involved/Awareness-Events/Suicide-Prevention-Awareness-Month>



14. SHARE RESOURCES

that promote healing:

A Journey Toward Health & Hope Handbook for Recovery after a Suicide Attempt

<http://www.suicidology.org/Portals/14/docs/Resources/HandbookForRecoveryAfterAttemptSAMHSA.pdf>

Resources related to survivors of suicide loss

<http://www.sprc.org/populations/suicide-loss>

<http://www.suicidology.org/suicide-survivors/suicide-loss-survivors>

<https://afsp.org/find-support/ive-lost-someone/>



11. INFORM THE MEDIA

that they play an important role in suicide prevention by sharing the Recommendations for Reporting on Suicide with print, online, radio, and television media contacts

<http://reportingonsuicide.org/>



Suicide Prevention Resource Center

Suicide Prevention Resource Center
www.sprc.org | 877-GET-SPRC (877-438-7772)

Education Development Center
43 Foundry Avenue, Waltham, MA 02453

The Suicide Prevention Resource Center at EDC is supported by a grant from the U.S. Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Mental Health Services (CMHS), under Grant No. 5U79SM062297. The views, opinions, and content expressed in this product do not necessarily reflect the views, opinions, or policies of CMHS, SAMHSA, or HHS.

Brookings-Harbor, OR (51)

Bakery by the Sea, 1105 Chetco Ave.
Better Health Family Medical, 1101 Chetco Ave
Blue Water Cafe & Lounge, 97900 Shopping Center Ave, Ste 24-25
Brookings-Harbor Community Food Bank, 539- Hemlock St.
Brookings-Harbor School District (4)
Brookings-Harbor Visitor & Tour Center, 16358 Lower Harbor Rd
Brookings Liquor Store, 97921 Shopping Center Ave.
Brookings Police Department, 898 Elks Dr.
Bud Bros, 1240 Chetco Ave, Suite E & F
Bud Mart, 97900 Shopping Center Ave. #37
Carquest Autoparts, 718 Chetco Ave
Chetco Activity Center, 550 Chetco Ln
Chetco Community Public Library, 405 Alder
Chetco Medical Center, 97825 Shopping Center Ave.
Chetco Outdoor Store, 1622 W. Hoffeldt Lane
Computer Fusion, 1240 Chetco Ave,
Costa Clinial Psychology, 625 Spruce St
Curry Coastal Pilot office, 507 Chetco Ave
Curry Community Health, School Based Health Center, Students Only, 625 Pioneer Rd
Curry Community Health, WIC, Addictions, Behavioral Health, 615 5th St. (4)
Curry Equipment, 15745 Hwy 101 South
Curry Health Netwok, Hospital, 5th St.
Democrats Headquarters, 617 Chetco Ave
Forecastle Books, 547 Chetco Ave
Gunner's Sport Shop, 97797 S Bank Chetco River Rd.
Gypsies, 549 Chetco Ave
Harbor Tattoo Gallery, 545 Chetco Ave
High Tide Wellness Center, 15957 S. Hwy 101, Suite 4
Napa Auto Parts, 1130 Chetco Ave.
Ocean Coast Community Actions, 517 Railroad Ave
Pac-Nor Barreling Inc, 99299 Overlook Rd
Quality Fast Lube, 845 Railroad St
Railroad Street Market & Deli, 534 Railroad St.
Rebel Ink Tattoo Studio, 16118 Lower Harbor Rd
Recycled Video Games, 1045 Chetco Avenue
St. Timothy's Episcopal Church, 401 Fir St.
South Coast Dispensaries, 1025 Chetco Ave # 4
Southwestern Oregon Community College, 96082 Lone Ranch Pkwy
Tryke City Recreational & Medical Cannabis, 407 Oak St.
Veterans of Foreign Wars Post 966, 507 Pacific Ave.
Village Express Mail Center, 1041 Chetco Ave
Voodoo Bar & Grill, 16372 Lower Harbor Rd.
Wayne Taylor Insurance, 607 Chetco Ave
WorkSource Oregon, 16261 Hwy 101 South, Suite 11
World Famous Top Shelf Cannabis, 704 Chedtc Ave.

Smith River, CA (8)

Lucky 7 Casino, 350 N. Indian Rd. (employee program)
Smith River Library, 241 Front St.
Tolowa Dee-ni' Nation (in five service offices on tribal land)
Tolowa Dee-ni' Nation Family Services, 110 W First St.

www.ZeroAttempts.org/card.html

Patient Safety Plan Template

Step 1: Warning signs (thoughts, images, mood, situation, behavior) that a crisis may be developing:

1. _____
2. _____
3. _____

Step 2: Internal coping strategies – Things I can do to take my mind off my problems without contacting another person (relaxation technique, physical activity):

1. _____
2. _____
3. _____

Step 3: People and social settings that provide distraction:

1. Name _____ Phone _____
2. Name _____ Phone _____
3. Place _____ 4. Place _____

Step 4: People whom I can ask for help:

1. Name _____ Phone _____
2. Name _____ Phone _____
3. Name _____ Phone _____

Step 5: Professionals or agencies I can contact during a crisis:

1. Clinician Name _____ Phone _____
Clinician Pager or Emergency Contact # _____
2. Clinician Name _____ Phone _____
Clinician Pager or Emergency Contact # _____
3. Local Urgent Care Services _____
Urgent Care Services Address _____
Urgent Care Services Phone _____
4. Suicide Prevention Lifeline Phone: 1-800-273-TALK (8255)

Step 6: Making the environment safe:

1. _____
2. _____

Safety Plan Template ©2008 Barbara Stanley and Gregory K. Brown, is reprinted with the express permission of the authors. No portion of the Safety Plan Template may be reproduced without their express, written permission. You can contact the authors at bhs2@columbia.edu or gregbrow@mail.med.upenn.edu.

The one thing that is most important to me and worth living for is:



Where are the bully zones at your school? Map them in red. Where are the safe zones? Map them in blue. Then watch this short video [“Students Map Bully Zones to Create a Safer School”](http://bit.ly/JrvPpn) <http://bit.ly/JrvPpn> 8:09 By observing how the students in the video raise awareness about bullying in their school, you may consider your own school climate around bullying and open the conversation about how to create a safer school.

- ▶ **What is the definition of a bully?** Someone who, either alone or with the help of others, using actions or words, hurts another person who cannot, because of physical or social reasons, defend herself or himself.
- ▶ **What can I, as an individual, do to stop the bullying in my school?** Not laugh at jokes that make fun of other people. Go out of my way to be nice to the person being ostracized.
- ▶ **What can my classmates do as a group to stop bullying in our school?** Declare every bully a persona non grata. Everyone wants to be popular. If kids know that teasing or ostracizing a classmate will cause their own popularity to plunge, no one would be willing to pay the social price of picking on others.
- ▶ **A person who bullies isn’t always “the other kid.”** Sometimes, it might be... you! Before you say “No way!” think about it. Have you ever heard yourself saying – or thinking – things like:
 - Some people deserve to be hurt.
 - Being mean to people doesn’t hurt them.
 - It is fun to hurt others.
 - I’m so cool that kids and adults don’t think I would do anything wrong.
 - People push me around, so I’m going to do it to other people, too.
 - I feel better about myself when I make other people feel worse.
 - If kids are afraid of me, then I won’t get picked on.
 - I am just being funny. What’s the big deal?
 - I do what it takes to be part of the “cool” crowd.
 - I don’t want to be the only one getting picked on.
 - Some kids deserve to be bullied because of what they do to me.
 - I don’t like them, so it’s OK to be mean to them.

Do you recognize any of the signs? Kids bully for a lot of reasons. It might be because of:

- Peer pressure
- Being manipulated into something
- Fear
- Insecurity
- Not understanding that their actions hurt someone
- Not having positive adult role models
- Being bullied themselves

If you think this might be you, talk with an adult. Seriously, they can help. If the first adult you talk with isn’t helpful, talk to someone else until you find one who will listen. You have that right!

Who to report an incidence to: of hazing, harassment, intimidation, menacing, bullying, cyber-bullying or retaliation in district facilities, district premises and non district property if the student is at any district-sponsored, district-approved or district-related activity or function, such as field trips or athletic events where students are under the control of the district that involve school employees, students, administrators, volunteers, parents, guardians, law enforcement and/or community representatives. Always follow-up with your complaint in writing. If you are not satisfied with the response or there is no response within the stipulated time period shown in District Policy [JFCF-AR](http://policy.osba.org/brookings/J/JFCF%20R%20G1.PDF) for Bullying Complaint Procedures (<http://policy.osba.org/brookings/J/JFCF%20R%20G1.PDF>), [JBA/GBN-AR](#) for Sexual Harassment Complaint Procedures

(http://policy.osba.org/brookings/J/JBA_GBN%20R%20G1.PDF) and file a written complaint at the next level.

1. If the bully is a fellow student contact a teacher or counselor who will be responsible for notifying the appropriate district official.
2. If on the bus or the bully is the bus driver, a teacher, coach, school staff or administrator, cafeteria staff, special education, custodian, etc. contact the building principle. **High School Principal** - Larry Martindale - larrym@brookings.k12.or.us or 541-469-2108 **Middle School Principal** - Sheryl Lipski - SherylL@brookings.k12.or.us or 541-469-7427 **Elementary School Principal** - Helena Chirinian - helenac@brookings.k12.or.us or 541-469-7413
3. If the bully is a building principle, contact the District 17C Superintendent Brian Hodge 541-469-7443 or brianh@brookings.k12.or.us
4. If the bully is the District Superintendent, contact the interim school board chair: Jamie Ryan JamieR@brookings.k12.or.us or 541-412-12034
5. If not satisfied with the board decision, take it to either Michael K. Mahoney, Safe & Healthy Schools Coordinator, Office of Student Learning & Partnerships, Oregon Department of Education, 255 Capitol Street NE, Salem, OR 97310, 503.947.5628 or www.ode.state.or.us/search/results/?id=107

Anti-Bullying Pledge - Students

By signing this pledge, we the students of _____ agree to join together to stamp out bullying at our school. We believe that everybody should enjoy our school equally, and feel safe, secure and accepted regardless of race, color, religion, sex, sexual orientation, national origin, disability, family status, marital status, or age.

- Bullying can be pushing, shoving, hitting, and spitting, as well as name calling, picking on, making fun of, laughing at, and excluding someone. Bullying causes pain and stress to victims and is never justified or excusable as "kids being kids," "just teasing" or any other rationalization. The victim is never responsible for being a target of bullying.
- Value student differences and treat others with respect.
- Not become involved in bullying incidents or be a bully.
- Be aware of the school's policies and support system with regard to bullying.
- Report honestly and immediately all incidents of bullying to a faculty member.
- Be alert in places around the school where there is less adult supervision such as bathrooms, corridors, and stairwells.
- Support students who have been or are subjected to bullying.
- Talk to teachers and parents about concerns and issues regarding bullying.
- Work with other students and faculty, to help the school deal with bullying effectively.
- Encourage teachers to discuss bullying issues in the classroom.
- Provide a good role model for younger students and support them if bullying occurs.
- Participate fully and contribute to assemblies dealing with bullying.

I know that whether I am being a bully or see someone being bullied, if I don't report or stop the bullying, I am just as guilty.

Signed by: _____ Print name: _____ Date: _____

National Suicide Prevention Lifeline 800-273-TALK (273-8255) or the National Crisis Text Line text "SOS" to 741741

Bullying Online. This web site, out of the U.K., features extensive information on the subject, including advice for parents, students, and teachers; legal advice; helpful links and tips; and ideas for school projects to stop bullying. www.bullying.co.uk ➡

- Parenting Online: www.wiredkids.org/parents/parentingonline/index.html ➡
- Report a cybercrime: www.wiredkids.org/tiplines.html ➡
- Child Pornography: www.wiredkids.org/kp.html ➡
- Cyberstalking: www.wiredkids.org/stalking.html ➡
- Missing Children: www.wiredkids.org/missing.html ➡
- Parents: www.wiredkids.org/parents/index.html ➡
- Teens www.wiredkids.org/teens/index.html ➡
- Tweens www.wiredkids.org/tweens/index.html ➡
- Kids www.wiredkids.org/kids/index.html ➡
- Educators www.wiredkids.org/educators/index.html ➡
- Law Enforcement: www.wiredkids.org/leo/index.htm ➡