

**PENNINGTON COUNTY  
BOARD OF COMMISSIONER'S MEETING  
COUNTY BOARD ROOM  
TUESDAY, JUNE 10<sup>TH</sup>, 2014, 10:00 A.M.**

**AGENDA - REVISED**

Pledge of Allegiance

10:00 Roxanne Gilbertson, Patty Norman – Sanford Clinic  
- Chemical Dependency Services

10:15 Kristi Harms – NW Regional Library

10:30 Ray Kuznia – County Sheriff  
- LEC paint, carpet  
- Misc. items

10:45 Mike Flaagan – County Engineer  
- Highway Dept. Items

11:00 Closed session pursuant to MN Statute §13D.05 for  
consideration of allegations against an individual  
subject to the Board's authority

Bruce Schwartzman – BKV Group  
- Courthouse mechanical upgrade bid review

County Auditor's Items  
- Economic Development Director Contract

**(This agenda is subject to change)**

609651

Invoice

Estimate

SOLD TO PENNINGTON COUNTY LAW ENFORCEMENT		SHIP TO BLAIR LUND	
ADDRESS 101 S. MAIN AVE.		ADDRESS 16226 160th St-NE.	
CITY, STATE, ZIP THIEF RIVER FALLS MN 56701		CITY, STATE, ZIP THIEF RIVER FALLS MN 56701	
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B. DATE

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		PREP-N-PAINT OFFICE Hallway N-NORTH AND SOUTH stair walls			
		Paint, materials AND labor			\$1475.00



**REY FREEMAN**  
COMMUNICATIONS CONSULTING  
13517 LARKIN DRIVE • MINNETONKA, MN 55305  
REY FREEMAN | D • 952.541.0747  
rfreeman@isd.net | C • 612.940.0711

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June 6, 2014

Pennington County Sheriff's Office  
102 – 1<sup>st</sup> St West  
Thief River Falls, MN 56701

Attn: Sheriff Ray Kuznia, County Board Members

**Subject:** ARMER Radio Project Summary – Pennington County

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Sheriff Kuznia and County Board Members:

As a follow up to our ARMER project planning memo dated May 9<sup>th</sup>, there have been some developments and potential changes with the project plan that was presented at that time. The project recommendation that was presented in May, which was based on the plan developed over the past year, included microwave radio connectivity between the Sheriff's dispatch center and the local ARMER tower site in Thief River Falls. A proposal had been received from Stone's Mobile Radio for this equipment and related installation services, in the amount of \$81,574, which also included 3 years' of maintenance support.

The county had also been awarded a grant from the State of Minnesota to be utilized for the implementation of ARMER radio system equipment in the county 911 dispatch center, located in the Sheriff's office. This grant can only be used to fund radio system equipment in the dispatch center. The amount of this grant is \$192,214.

Since that time, the county has been considering the use of fiber optic service for the connectivity between the dispatch center and ARMER site, rather than microwave radio. The benefits of the fiber optic service are the lower initial costs, and reduced maintenance costs. If fiber optic service is implemented, it will avoid the need for a new tower structure at the Sheriff's office to support a microwave antenna. The only potential issues with fiber optic service are the possibilities of underground cable cuts, typically caused by contractor's working on underground utilities or other construction work.

The proposal for this fiber optic service provided by Sjoberg's of Thief River Falls, dated May 14<sup>th</sup>, would provide diverse routing (two different paths) between the Sheriff's office and the ARMER tower site. This approach significantly reduces the potential for a service outage with this service. The monthly cost from Sjoberg's for the fiber optic service is proposed at \$225 (total) for both circuits and all related connectivity equipment needed for implementation. County 911 funding should be used for the cost of this service.

We recommend that the service agreement between the county and Sjoberg's specifically identify the long-term monthly costs and ensure that no significant increases would be experienced in the

future. Service performance requirements and outage restoration requirements should also be included in the agreement.

The other potential issue is regarding the grant funding from the State of Minnesota, which can only be used for equipment infrastructure, and not for any monthly services. As such, the portion of the grant allocated for the microwave radio could not be used towards the monthly fiber optic service, even if it were done as a pre-paid lease agreement. It is our understanding that Sheriff Kuznia has discussed this with the State of Minnesota, and they have agreed to allow the existing amount allocated for microwave radio to be used towards the purchase of the Motorola console equipment.

Our previous project memo included a project cost summary, which assumed microwave radio connectivity, has been revised (below) to reflect the current estimated project costs with the fiber optic connectivity option. The monthly costs for fiber optic connectivity have been multiplied by 15 years to more accurately establish the long-term costs of this service, when compared to the microwave radio costs.

	<b>Project Item/Equipment</b>	<b>Orig. Pricing</b>	<b>Rev. Pricing</b>
1	Motorola MCC Consoles (2 + 1 Operator positions)	\$307,532	\$307,532
2a	Microwave Radio System (Stones)	\$ 81,574	\$ 0.00
2b	Fiber Optic Connectivity Services (15 years)	\$ 0.00	\$ 40,500
3	Self-Supporting Tower at Dispatch (est.)	\$ 30,000	\$ 0.00
4	Electrical Work – Basement of Sheriff’s Office and other miscellaneous items (est.)	\$ 5,000	\$ 5,000
5	Consulting and Project Management Services (est.)	\$ 15,000	\$ 15,000
6	800 MHz RF Control Stations (for Backup and Recording); upgrades to existing voice logging recorder (est.)	\$ 11,800	\$ 11,800
<b>7</b>	<b>Total Cost of Project Equipment and Services</b>	<b>\$450,906</b>	<b>\$379,832</b>
8	(Less State of MN Grant Funding)	(\$192,214)	(\$192,214)
<b>9</b>	<b><u>Long-Term Total</u> of Project Equipment and Services</b>	<b>\$258,692</b>	<b>\$187,618</b>
<b>10</b>	<b><u>Grand Initial Total</u> of Project Equipment and Services</b>	<b>\$258,692</b>	<b>\$147,118</b>

As shown, the total long-term project cost is reduced by \$71,074 through use of the fiber optic connectivity. The near-term initial project cost is further reduced for a total savings of \$111,574 “out of pocket” costs.

Notes: Refer to the previous project memo for additional detail on the individual project element costs.

Motorola Contract: Assuming that approval has now been received from the State of Minnesota and/or Northeast Region to allow the county to move ahead with the signing of contracts with vendors for the project equipment included in the recent grant award, I recommend that Pennington County proceed with signing the contract provided by Motorola. The contract document, dated April 2, 2014, will require a few lines that are now blank be filled in with the appropriate information, as follows:

- Page 1-5, Section 5.1, enter the appropriate contract price. I recommend that this amount be **\$305,150**, after removal of \$2,382 Performance Bond as explained below.
- Page 1-5, Section 5.4, will list the customer shipping and delivery physical locations. Leave this blank, and it will be addressed at the time of the project kickoff meeting with Motorola staff and the project team.
- Page 1-12, top, enter customer contact notification data
- Page 1-12, bottom, enter customer contractual information; the customer signature should be placed on the top line.
- Page 1-13, top, enter customer name “Pennington County, MN”.
- Do NOT sign or complete any of the information on Page 8-1, Exhibit E, System Acceptance Certificate. This will be completed later in the project.

We assume that your county attorney has reviewed this agreement? If not, they may wish to do so, but this is a standard contract that has been utilized by numerous counties in Minnesota, and there have not been any issues with it. I would also remind you that time is critical for this project, so delaying the project for additional contract review is not recommended.

We also recommend deleting the “Performance Bond”, in the amount of \$2,382, from the contract price. As we have stated previously, this is not needed for a project of this type, and is money from the county’s pocket, so to speak. We have never seen the need for a performance bond with any of Motorola’s projects in Minnesota, related to the ARMER system.

Please note that this agreement must be signed and submitted to Motorola before June 20, 2014 for the listed pricing and discounts to be valid. I recommend that you contact the Motorola account representative, Chris Meier, for information regarding the specific mailing or other delivery address where the signed agreement should be submitted to Motorola.

There are some technical details included in the initial proposal that may be revised once the project is initiated with Motorola. These details would be revised at the project kickoff meeting (DDR – Detailed Design Review), and adjustments made at that time. This may result in the price of the contract being reduced, which would be accomplished via Motorola Change Order.

Project Schedule: This grant requires that all equipment be purchased and installed before the end of calendar year 2014. This is considered a realistic schedule, but will require prompt action by the county to purchase the required equipment from Motorola and Stones.

Future Maintenance Costs: Upon completion of the 1-year warranty period with Motorola, the county will need to establish a maintenance agreement for the ongoing support and service of the MCC7500 console system. This agreement is required by the State of Minnesota, to ensure that the console software is maintained at the current version(s), and will continue to function properly within the network. The future yearly maintenance cost with Motorola is estimated to be \$9,900.

Summary: Pennington County will need to act promptly to utilize the grant funding awarded by the State of Minnesota. We appreciate the opportunity to work with the county on radio-related projects, and will continue to support these operations as required.

Sincerely

A handwritten signature in black ink, appearing to read "Ray Freeman". The signature is written in a cursive style with a long horizontal flourish at the end.

# THREE-POSITION MCC7500 DISPATCH CENTER PROJECT



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

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Motorola Solutions, Inc.  
9855 W 78<sup>th</sup> Street  
Eden Prairie, MN 55344

April 2nd, 2014

Sheriff Ray Kuznia  
Pennington County Sheriff's Office  
102 1<sup>st</sup> St W  
Thief River Falls, MN 56701  
Subject: MCC 7500 Console Project

Dear Sheriff Kuznia:

Motorola Solutions, Inc. (Motorola) is pleased to have the opportunity to provide Pennington County with quality communications equipment and services. The Motorola project team has taken great care to propose a solution to address your needs and provide exceptional value.

Motorola's solution includes a combination of hardware, software and services. Specifically, this solution is for MCC 7500 consoles and provides:

- (2) MCC 7500 Dispatch Console Positions, offering IP-based connectivity between Pennington County's radio dispatch operators and field personnel.
- (1) MCC 7500 Patch position

This proposal is subject to the terms and conditions of the enclosed Communications System Agreement (CSA), together with its Exhibits. **This proposal shall remain valid until June 20<sup>th</sup> 2014.** Pennington County may accept the proposal by delivering to Motorola the CSA signed by Sheriff Kuznia. Alternatively, Motorola will be pleased to address any concerns Pennington County may have regarding the proposal. Any questions can be directed to Chris Meier, Account Manager, at 612-581-7308.

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

Sincerely,

Motorola Solutions, Inc.



Bill Burton  
Area Sales Manager  
North America Government Markets

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SECTION 1

# CONTRACT

The Contract Terms and Conditions to be applied for this project are per the MN State Contract # MN STS 573077-0.

Please see the following pages for the Communications System Agreement (CSA).



## Communications System Agreement

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

### Section 1 EXHIBITS

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

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description" dated March 2014
C-2	"Equipment List" dated March 2014
C-3	"Statement of Work" dated March 2014
C-4	"Acceptance Test Plan" or "ATP" dated ____N/A____
C-5	"Performance Schedule" dated March 2014
Exhibit D	Service Statement(s) of Work and "Service Terms and Conditions"
Exhibit E	"System Acceptance Certificate"

### Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

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



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

### **Section 3 SCOPE OF AGREEMENT AND TERM**

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



warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online (“MOL”), and this Agreement will be the “Underlying Agreement” for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

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

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

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

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

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



**Section 4 PERFORMANCE SCHEDULE**

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

**Section 5 CONTRACT PRICE, PAYMENT AND INVOICING**

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

**Section 6 SITES AND SITE CONDITIONS**

6.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement



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

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

## **Section 7 TRAINING**

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

## **Section 8 SYSTEM ACCEPTANCE**

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

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

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

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

## **Section 9 REPRESENTATIONS AND WARRANTIES**

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this



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

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

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

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

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

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

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

## **Section 10 DELAYS**

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will



notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

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

## **Section 11 DISPUTES**

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

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

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

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

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

11.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## **Section 12 DEFAULT AND TERMINATION**

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



12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

## **Section 13 INDEMNIFICATION**

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

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

### **13.3. PATENT AND COPYRIGHT INFRINGEMENT.**

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

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

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or



the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

## **Section 14      LIMITATION OF LIABILITY**

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

## **Section 15      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

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

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.



## Section 16 GENERAL

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

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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

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

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

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

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

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



Motorola Solutions, Inc.  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
fax: \_\_\_\_\_

Customer  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
fax: \_\_\_\_\_

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

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

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

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

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

**Motorola Solutions, Inc.**

**Customer**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## Exhibit A

### SOFTWARE LICENSE AGREEMENT

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

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

#### Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

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

#### Section 2 SCOPE

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

#### Section 3 GRANT OF LICENSE

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will



use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

## **Section 4      LIMITATIONS ON USE**

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

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

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

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

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

## **Section 5      OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and



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

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

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

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

6.3. Warranty claims are described in the Primary Agreement.

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



Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

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

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## **Section 10 CONFIDENTIALITY**

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

## **Section 11 LIMITATION OF LIABILITY**

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

## **Section 12 NOTICES**

Notices are described in the Primary Agreement.

## **Section 13 GENERAL**

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

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



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

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

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

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

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

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



# EXHIBIT B: PAYMENT SCHEDULE AND PRICING SUMMARY

## 2.1 PAYMENT SCHEDULE

Except for a payment that is due on the Effective Date, Pennington County, MN (Customer) will make payments to Motorola Solutions, Inc. (Motorola) within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 25% of the Contract Price due upon contract execution;
2. 60% of the Contract Price due upon shipment of equipment;
3. 5% of the Contract Price due upon installation of equipment;
4. 5% of the Contract Price upon system acceptance or start of beneficial use; and
5. 5% of the Contract Price due upon Final Acceptance.

Motorola reserves the right to make partial shipment of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

## 2.2 PRICING SUMMARY

Motorola is pleased to provide the following equipment and services to the Pennington County.

Item	Sale Price
<b>Equipment</b>	
Equipment Price includes the all the items in <b>Section 4: Equipment List</b> including the following: <ul style="list-style-type: none"> <li>• Three (3) MCC7500 consoles: Two (2) at dispatch, One (1) no cost patch position.</li> <li>• Two (2) GGM8000 Gateway.</li> <li>• Two (2) Ethernet Switches.</li> <li>• One (1) GCP8000 Site Controller.</li> <li>• One (1) Console Spare Equipment.</li> </ul>	\$146,551.80
<b>Post Services</b>	
Project Management	\$25,805.00
Engineering , Testing, and Documentation	\$22,587.00
Installation and Cabling	\$77,754.00
CCSi/Staging	\$10,948.00



Item	Sale Price
ST/Systems Integration and Optimization	\$29,854.00
Training	Not Including in this Proposal
<b>System Integration Services Total</b>	<b>\$166,948.00</b>
1st Year Warranty Services	\$9,934.00
Performance Bond	\$2,382.00
Freight	\$204.00
<b>(2) Position Console Trade in Promotion:\$4,300 per position</b>	<b>(\$8,600.00)</b>
<b>System Discount for Sign Off by June 20, 2014</b>	<b>(\$9,500.00)</b>
<b>Pennington County MCC 7500 Console—Grand Total</b>	<b>\$307,532.00</b>

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

**NOTE 2:** The equipment list total reflects a \$8,600 discount for trade-in of 2 position console. Equipment must be returned within 6 months of cut over.

**NOTE 3:** System discount is contingent on contract sign off on or before June 20, 2014.

## 2.3 1<sup>ST</sup> YEAR WARRANTY SERVICES

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

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

## 2.4 POST-WARRANTY SERVICES

Gary Ledin, Motorola's Account Services Manager, will meet with the Pennington County Project Director prior to the cut-over of the new MCC 7500 console positions to discuss Motorola's Post-Warranty Services and pricing.



# EXHIBIT C-1—SYSTEM DESCRIPTION

## 3.1 PROJECT OVERVIEW

The Pennington County, Minnesota dispatch upgrade project consists of:

- A technology upgrade of two dispatch console positions with new Motorola MCC 7500 IP-based Operator Positions. A third MCC 7500 position will be provided as a ‘paging patch’ position only. The upgrade will include the addition of IP network hardware to support both trunking and conventional operations.
- The implementation of this upgrade will ensure full interoperability with the ARMER trunked statewide radio network.
- Motorola will incorporate control of existing conventional channels. Conventional channel gateways with capacity for 16 interfaces are included as requested by the customer. The actual conventional resources to be connected have not yet been identified.
- Motorola will include an KVL4000 Plus for programming encryption keys.
- A seven foot rack will be provided for backroom electronics equipment.
- UPS power back up has been included for the back room electronics (but not the console positions).
- Console spares are included.

The replacement and upgrade has been designed to modernize and improve functionality of the radio network and existing dispatch operations at Dispatch. This equipment upgrade utilizes the new technology of IP-based consoles and is compatible with requirements for operation on the ARMER trunked statewide radio network.

## 3.2 DISPATCH CONSOLE EQUIPMENT

Motorola offers a proposal to replace the Gold Elite Dispatch consoles with the new IP Dispatch Console, MCC 7500. The MCC 7500 are Motorola’s second generation IP architecture console subsystem and are supported by the same IP network and switching that manages the ARMER ASTRO 25 trunked network. The MCC 7500 console equipment connects directly to the trunking system’s transport network, eliminating the traditional circuit-based infrastructure. It uses IP-based packet protocols for passing call control data and call audio through the system.

The MCC 7500 is a state-of-the-art console system that features an enhanced version of the intuitive, Graphical User Interface (GUI). It operates on the Microsoft Windows 7™ platform, and the screen layout is simple and uses valuable space efficiently. Key information and critical functions are clearly identified with easy to understand icons. Dispatchers can quickly recognize these icons instead of reading text which maximizes productivity.



## 3.2.1 Dispatch Console Overview

Dispatch migration to MCC 7500 wire line consoles allows for full utilization of ARMER console integrated elements including:

- Console dispatcher outbound message priority.
- Console initiated Call Alert.
- Inter Zone Communications (statewide).
  - Talk Group Call.
  - Announcement Talk Groups.
  - Call Alert.
  - Multi-Group Call.
- Console Patch.
- Console Multi Select.
- Integrated Dual Instant Recall Recorder (IRR).

The proposal includes a quantity of two primary MCC 7500 positions and a third patch position to be located in another location within 300 feet of the electronics room, along with Conventional Site Controller (CSC), Enhanced High Density Conventional Channel Gateway IP to analog interface units (CCGW), and other networking equipment.

Included with this upgrade is a new computer workstation for each operator position. Computer monitors are not included in this offer. Each new workstation will be equipped with Microsoft Windows 7 operating system, required for integration into the ARMER network. Each dispatcher position will be equipped with secure voice encryption using the DES-OFB method defined in the P25 interoperability specifications. The workstations will be provisioned with anti-virus software packages and intrusion resistant hardware to provide increased information security on the ARMER statewide radio network. There will be three speakers per operator position, a footswitch, a gooseneck microphone, and two headset jacks at each position.

## 3.2.2 Dispatch Console Assumptions

Motorola has made several assumptions.

- Computer monitors are not included for any of the MCC 7500 positions.
- Consolettes, VHF paging/interop, and any other radio resources are existing equipment.
- Dual/Redundant T1 links to the Master Site (MSO) at Detroit Lakes are existing and meet Motorola backhaul connectivity requirements.
- No primary power has been included in this proposal.
- No UPS power back up has been included for the dispatch positions.
- No Furniture has been included.
- All existing sites or equipment locations will have sufficient space available for the system described.
- All existing sites or equipment locations will have adequate electrical power and site grounding to support the requirements of the system described.



- The customer will make any necessary site improvements to meet R56 standards.
- Any site/location upgrades or modifications are the responsibility of the Customer.
- The customer will provide frequencies necessary to support the system design.
- 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 or microwave links.
- Where necessary, the Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the sites.

### 3.3 ARMER REDUNDANT CORE NETWORKING

ARMER zone core equipment includes redundant Master Site controllers, system routing centers, LAN switches, and other ancillary equipment, configuration management software and all associated software.

All entities connecting to ARMER enjoy the benefits of highly robust environment and higher security standards as described above.

### 3.4 CONVENTIONAL CHANNEL GATEWAYS

The Conventional Channel Gateway (CCGW) is part of the core networking equipment used with the MCC 7500 VPM Dispatch Console to provide the dispatchers access to analog conventional stations in their system. The CCGW allows an analog conventional base station, audio source, or digital channel to connect to the IP transport network and the console system. When the base stations with gateways are connected to the network, dispatchers are able to monitor and transmit on the radio channel.

Dispatchers presently have communications capability on analog conventional radio channels in addition to the ARMER digital P25 trunked radio network. Existing ARMER control stations will be connected into the IP network via Conventional Channel GateWay (CCGW) units which translate between the analog audio control information and IP data packets.

Each CCGW supports up to eight control interfaces and enables the system to manage up to 16 devices simultaneously. Two-wire and four-wire interfaces are supported interchangeably.

The system provides Audio Logging Output. A method to play back audio/view logged information is provided by the existing *third-party solution*. The Voice Processing Module (VPM) utilizes the following ports: External Paging Encoder Port, Telephone/Headset Port, Instant Recall Recorder Port, and Long Term Logging Port. The Long Term Logging Port allows an *external logging recorder* to be connected to an MCC 7500 Dispatch Console. The audio that appears on this output is configurable. Typically it is the audio that was transmitted and/or received at that MCC 7500 Dispatch Console.



## 3.5 MCC 7500 VPM FEATURES AND BENEFITS

Designed for effective, flexible dispatch communications, the MCC 7500 VPM Dispatch Console provides a range of valuable features:

- Seamless integration with ASTRO® 25 trunking systems.
- **IP Network**—The MCC 7500 VPM supports the IP protocols of the ASTRO 25 system's transport network.
- **End-to-End Encryption**—Encryption and decryption occurs in the dispatch consoles, allowing true end-to-end encryption in the radio system.
- **Centralized System Management**—The MCC 7500 VPM console system is configured and managed by the ASTRO 25 system's configuration manager, fault manager, and performance reporting applications. This provides Dispatch with a single point for configuring and managing the entire radio system, including the console portion. This information can also be accessed from multiple remote locations, providing Dispatch with convenient access while enjoying the benefits of centralized system management.
- **User-Friendly**—MCC 7500 VPM's environment features the familiar standards used by other Windows programs worldwide.
- Screen layout, menus and icons are easy to understand and quickly recognizable by users.
- Easy dispatcher's display screen configuration can be customized via the Elite Admin application.
- Elite Dispatch GUI uses a simple point-and-click response. The dispatcher has the choice of using a standard mouse or optional trackball, and the keyboard is not required for day-to-day dispatch operations. A mouse is offered with this proposed design.
- **Agency Partitioning**—Allows multiple agencies to use a common system while maintaining control over their console resource.

### 3.5.1 Architecture

There are three main components of a Motorola MCC 7500 VPM system:

- Dispatch Console.
- IP Routing and Site Control Equipment.
- Conventional Channel Gateway.

Various combinations of these components are connected together and to the rest of the ASTRO 25 system via a console site router and switch on an IP network.

The dispatch console software consists of the Elite Dispatch graphical user interface (GUI), described in this system description. The dispatch console hardware is based on a commercially available personal computer with Motorola-provided hardware and software.

The Voice Processor Module (VPM) includes the voice card which performs the digital-to-analog and analog-to-digital conversions for all analog audio flowing into or out of the dispatch console. It also provides the connections for accessory items including speakers, headset jacks, microphone, footswitch, telephone headset audio, and instant recall recorder for radio.



The VPM provides the vocoding and audio processing services for the dispatch console. It includes AMBE and IMBE vocoder algorithms for ASTRO 25 operation, as well as supporting audio level adjustments, summing and filtering, and can support multiple simultaneous streams of audio. The VPM also generates standard paging tone sequences used for personnel alerting.

## 3.5.2 Elite Dispatch Graphical User Interface

The Motorola MCC 7500 dispatch console uses the Elite Dispatch graphical user interface (GUI) for displaying information to and accepting commands from the dispatcher. The Elite Dispatch GUI is efficient, easy to use, and intuitive having been refined and proven through years of use in public safety dispatch centers around the world, including ARMER. The Elite GUI is periodically updated and enhanced to improve flexibility and versatility in public safety dispatch centers with from one to over one hundred operator positions.

An example of the Elite Dispatch GUI is shown below in Figure 1-1.

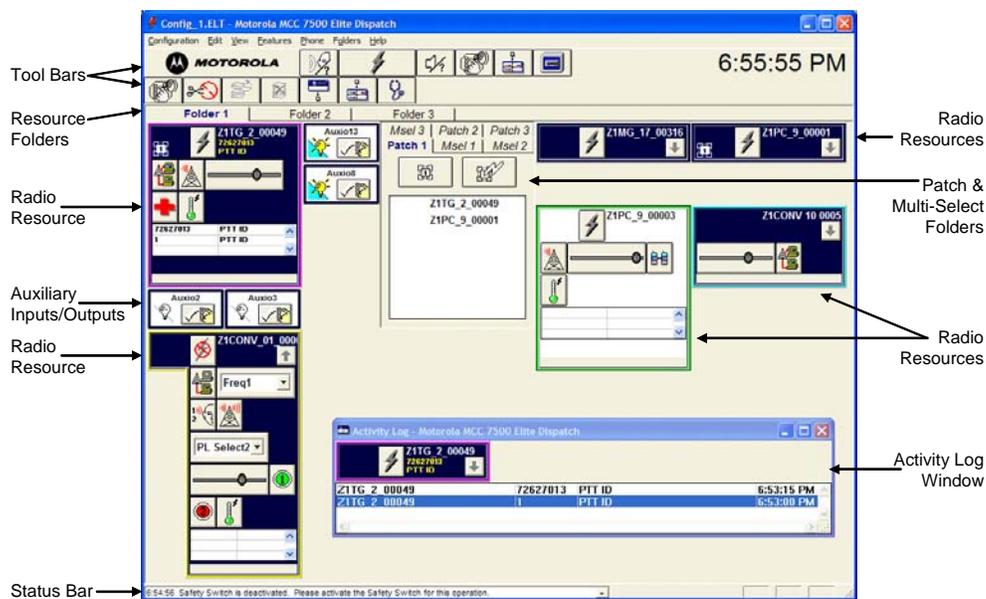


Figure 1-1: Elite Dispatch GUI

The Elite Dispatch GUI is based on Microsoft Windows GUI programming standards and contains many controls, displays and features which are familiar to anyone who has used Windows-based applications. These features are described in greater detail in the following sections.

### 3.5.2.1 Pull-Down Menus

The dispatcher is able to access features and functions through the pull-down menus. The Elite Dispatch GUI provides the following pull-down menus on a menu bar across the top of the dispatch window.

- **Configuration**—Provides access to the configuration files used by the Elite Dispatch GUI. Also allows the dispatch application to be exited.
- **Edit**—Allows various aspects of how audio, resources and features are presented to the user on the Elite Dispatch GUI to be edited. Changes made using this menu are not permanent and are lost when the dispatch application is exited.

- **View**—Allows the dispatcher to control whether or not the Activity Log and Auxiliary I/O Windows are shown.
- **Folders**—Allows the dispatcher to switch between folders, add folders and change the folder tab width. Changes made using this menu are not permanent and are lost when the dispatch application is exited.
- **Help**—Provides access to detailed online help for using the Elite Dispatch GUI.

The user may customize which menus are displayed and what they contain via the Elite Admin application.

### 3.5.2.2 Toolbars

The toolbar is a row of icon buttons located at the top of the dispatch window. Up to two toolbars may be present and may be used to provide quick access to frequently used features. The following are examples of the items which may be placed in the toolbars:

- Clock.
- General Transmit Button.
- Alert Tone Selections.
- Monitor Button.
- All Mute Button.

There are many other items which may optionally be placed in the toolbars. The Elite Admin application is used to define how many toolbars are displayed and what they contain.

### 3.5.2.3 Status Line

A status bar is provided across the bottom of the dispatch window for viewing the status of the dispatch console, as well as various error messages. The most current status or error message is displayed in the status line until cleared by the dispatcher. The dispatcher may scroll through the last ten statuses/error messages to view them and may clear them by using the Features menu on the menu bar.

### 3.5.2.4 Resource Folders

The Elite Dispatch GUI provides up to six resource folders for organizing the various resources (radio resources, one-button paging, auxiliary input/output resources, etc.) that are assigned to the dispatch console. These folders may be given descriptive names to simplify the organization of the resources.

The resources on a folder are displayed when the dispatcher clicks on the folder tab. Resources on folders which are hidden behind the one being displayed continue to operate in a normal manner. Radio resource audio on a hidden folder appears in the appropriate speakers/headsets along with a visual call indication on the folder tab. If an emergency alarm or call is received on a radio resource which is located on a hidden folder, a visual emergency indication is displayed on the folder tab.

A resource may be placed in more than one folder at the same time. This allows Dispatch to create folders for special situations without having to move resources back and forth between folders.

The Elite Admin application is used to configure how many folders appear on the Elite Dispatch GUI and which resources appear on each folder. It is also used to set the descriptive names which appear on the folder tabs.



During dispatch operations the dispatcher may, if so configured by the Elite Admin application, be able to temporarily add, remove or move resources on the folders. If this is done these changes are not saved when the user logs out of or changes configuration files for the dispatch application.

## **Radio Resources**

Voice communication paths in the radio system are represented as radio resources—also referred to as tiles—on the Elite Dispatch GUI. These radio resources are used by the dispatcher to communicate on and control the radio system.

The following radio resources are supported:

- Trunked Talk groups.
- Trunked Announcement Groups.
- Trunked Private Calls.
- Analog Conventional Channels.

## **Indicators and Controls**

A radio resource contains indicators and controls that allow the dispatcher to monitor and control various aspects of the radio channel. Examples of the indicators and controls which may appear on a radio resource include:

- Instant Transmit Button.
- Transmit Active/Transmit Busy Indications.
- Patch Active/Patch Busy Indications.
- Received Call Indication.
- Received Call Stack.
- Individual Volume Control.

The types of indicators and controls which appear on the radio resource depend on the type of radio channel it represents, and how it has been configured in the Elite Admin application. The radio resource may be configured as a compressed resource, a larger compressed resource or an expanded resource.



- Compressed Resource**—Allows the dispatcher to hide the indicators and controls the radio resource (Figure 1-2). The small arrow button opens and closes the resource to show the controls and indicators. This saves a tremendous amount of space on the screen by allowing the dispatcher to view only the most critical information for any given channel. This type of display is ideal for dispatchers monitoring several different channels where space in the resource folder is at a premium.

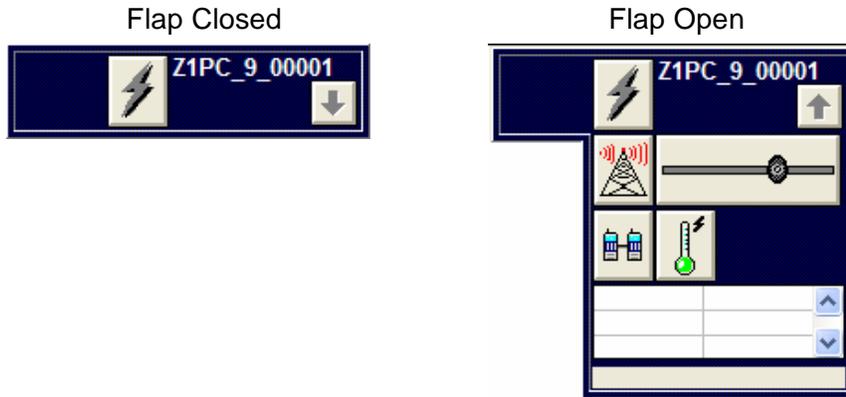


Figure 1-2: Compressed Radio Resource

- Larger Compressed Resource**—A radio resource that always shows some of the indicators and controls, but allows the dispatch console to hide some of the others (Figure 1-3).

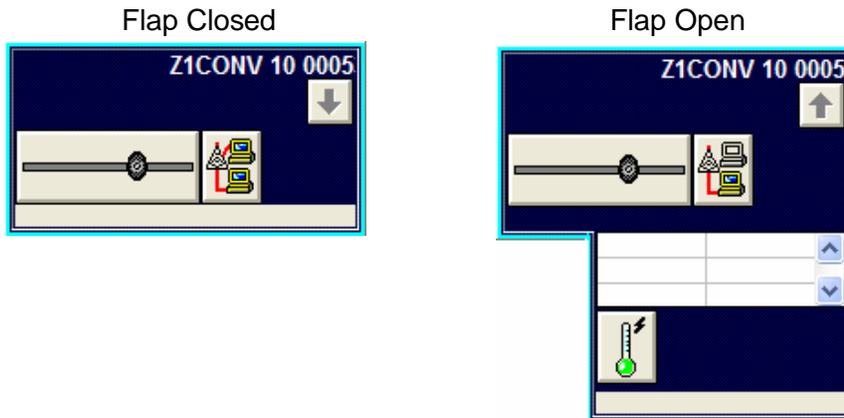


Figure 1-3: Larger Compressed Radio Resource

- **Expanded Resource**—This radio resource always shows the indicators and controls (Figure 1-4) and cannot be compressed. The expanded version provides the advantage of a single-button press for any function. It is ideal for dispatchers who are only monitoring a few channels/talk groups and where space in the resource folder is not at a premium.

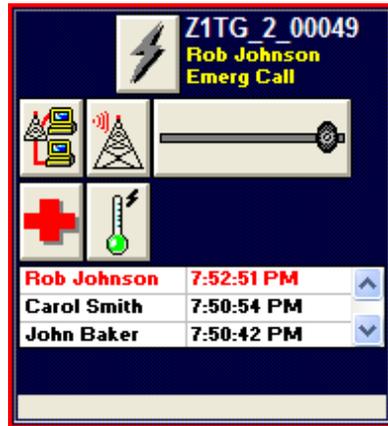


Figure 1-4: Expanded Radio Resource

Any activity or change on a radio resource appears on all dispatch consoles that have that resource assigned on them.

### Received Call Stack

The received call stack provides the dispatcher with a visual record of the most recent inbound calls on radio resources. This allows the dispatcher to keep track of calls during busy traffic periods.

The calls are displayed in list format on a radio resource, with the most recent calls at the top of the list. The number of calls displayed in the list is configurable, as is the type of information displayed. The types of information that can be displayed include: unit ID, unit ID alias, site ID, zone ID, type of call and time. If an alias is available for a piece of information, it is displayed; otherwise the raw information is displayed. Figure 1-5 shows a radio resource containing a received call stack.

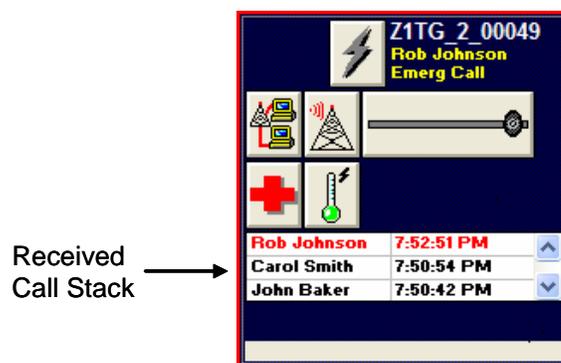


Figure 1-5: Received Call Stack on a Radio Resource

The received call stack has a fixed memory of 25 calls, but the number of calls which are displayed is configurable via the Elite Admin application. Regardless of how many calls are actually displayed, the dispatcher can always scroll through all 25 calls in the stack's memory.

The dispatcher can delete individual calls from the received call stack. All of the calls listed in a received call stack can also be deleted with a single action.

### 3.5.2.5 Auxiliary Input and Output Resources

Auxiliary inputs and outputs (Aux I/Os) allow control of external devices via relay closures and sense the state of external devices via input buffers from the MCC 7500 VPM Dispatch Console.

The Aux I/O resources are represented by various graphical icons that change their appearance based on the state of the resource. The Elite Admin application is used to associate a particular icon with a specific input or output. Examples of some of the icons which may be used are shown in Figure 1-6.



Icon for Input Buffer (shown in Active State)



Icon for Control Relay (shown in Active State)



Icon for Control Relay (shown in Inactive State)

**Figure 1-6: Auxiliary Input/Output Resource Icons**

### 3.5.2.6 Patch and Multi-Select Folders

The patch and multi-select features are accessed via a set of dedicated folders on the Elite Dispatch GUI. These folders are smaller than the resource folders, and may be placed on the screen to suit the dispatcher's preferences. The placement is done in the Elite Admin application. There can be up to 16 patch folders and three multi-select folders.

#### Patch Folders

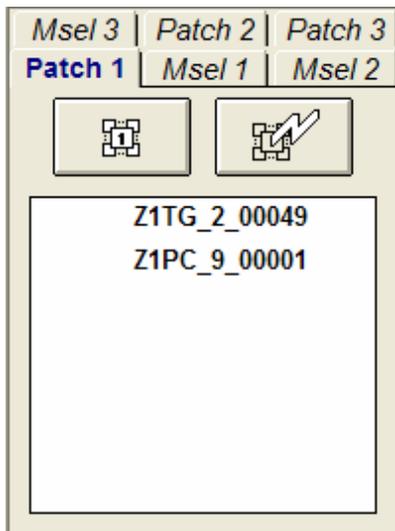


Figure 1-7: Patch Folders

Clicking on one of the patch folder tabs brings it into view. The patch group is then opened by clicking on the left-most button on the folder. Once the patch group is open, the patch group is editable and members may be added or removed from the patch group by clicking on the desired radio resources. Note that patch groups are active whenever there are members assigned to them. This is true even if the patch group is not open.

The members of the patch group are shown on the patch folder along with the status of each member (patched or pending). The resources in the patch also show an indication that they are in a patch group.

Some patch groups contain members which were pre-assigned by the Elite Admin application. These patch groups become active as soon as possible after the dispatch console begins using the configuration file which contains the pre-assigned patch groups. The dispatcher can add/remove members from

the pre-assigned patch group, but these additions/removals are lost when the dispatch console either re-loads the configuration file or changes to a different configuration file.

A patch transmit button is provided on the patch folder to allow the dispatcher to easily transmit on all members of the patch group with a single button press.

#### Multi-Select Folder

Clicking on one of the multi-select folder tabs brings it into view. The multi-select group is then opened by clicking on the left-most button on the folder. Once the multi-select group is open, the multi-select becomes active, and members can be added or removed from the group by clicking on the desired radio resources. Closing the multi-select folder (by clicking on the left-most button a second time) deactivates the multi-select group.

**NOTE:** This operation is different than that of the patch folders. A dispatch console can only have one multi-select group active at a time, but it can have multiple patch groups active simultaneously.

The members of the multi-select group are shown on the multi-select folder.

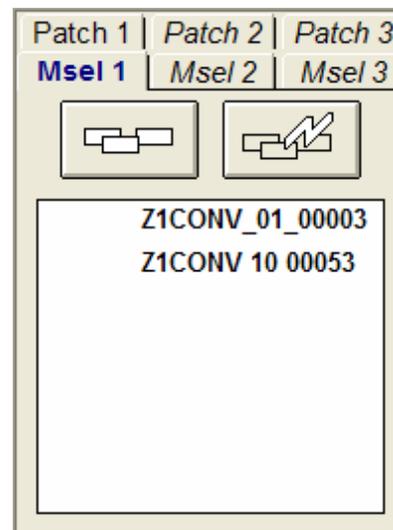


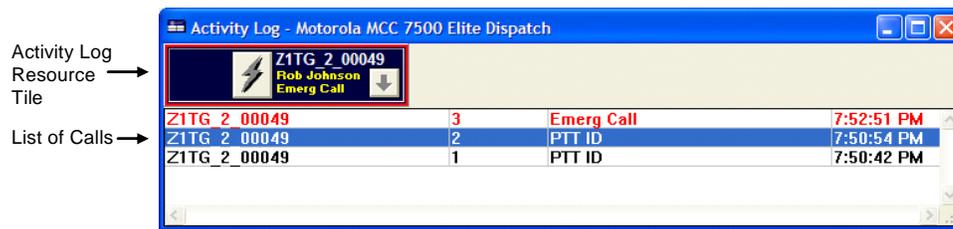
Figure 1-8: Multi-Select Folder

Some multi-select groups contain members which were pre-assigned by the Elite Admin application. The dispatcher can add/remove members from the pre-assigned multi-select group, but these additions/removals are lost when the dispatch console either re-loads the configuration file or changes to a different configuration file.

### 3.5.2.7 Activity Log Window

The dispatcher can use the activity log window as a point of reference for all calls coming into the dispatch console. The activity log shows call information associated with all incoming radio calls including the name of the radio resource and the time of the call. Incoming calls from all radio resources assigned to the dispatch console are displayed in the activity log.

Figure 1-9 shows an example of an activity log window.



**Figure 1-9: Activity Log Window**

Up to 1000 calls can be held in the activity log. The most recent call is in top of the list and the oldest is at the bottom. Once the list is filled, the oldest calls are discarded as new calls come in. the dispatcher may resize the activity log to show various numbers of calls. For example, when there is light activity, the dispatcher may choose to only show a few calls. During busy hours, the dispatcher may view more calls by simply dragging the lower right hand corner of the activity log (making it longer) to see additional calls.

Dispatchers may respond to incoming calls by clicking on a call in the list. Once a call is selected, the entry appears highlighted and the name of the radio resource appears at the top of the activity log. The dispatcher can then press the instant transmit button on the activity log resource tile to communicate with that radio resource.

The information displayed by the activity log can be customized to suit the dispatcher's needs. The activity log can be configured to show combinations of Resource Name, Unit ID or Alias, Status Number or Alias, Receiving Site ID, Receiving Zone ID and Time. This configuration is done via the Elite Admin application and, if so configured, via the dispatcher interface.

The Elite Admin application controls whether or not a dispatch console has the capability of displaying the activity log. If a dispatch console is given the capability, the dispatcher has the ability to view or not view the activity log based on their needs.

The number of lines that are initially displayed by the activity log is configurable via the Elite Admin application or the dispatcher interface. The number of lines that are displayed may also be changed in real-time by changing the size of the activity log window. The user can scroll through all the entries in the activity log, even if they cannot all be displayed at once.

### 3.5.2.8 Help

The dispatch console is designed to allow the dispatcher to quickly access information on how to use its features. There are three types of help available to the dispatcher: Online, Micro and Tool Tips.

#### Online Help

Online Help provides detailed information on how to use the dispatch console. The user accesses Online Help via the Help menu on the menu bar. The user can search for topics or key words to quickly find the desired information or the user can use a table of contents to find the information. The information is displayed in a pop-up window on the dispatch user interface.

Online Help allows new dispatchers to shorten their learning curve and more experienced dispatchers to quickly remember how to operate seldom-used features.

#### Micro Help

Micro Help provides information about the state of controls or indicators in a resource tile. When the cursor is placed over a control or indicator on a resource tile, a description of the control or indicator's state is given across the bottom of the resource tile. The text across the bottom of the resource describes the icon the cursor is pointing to.

The text displayed by the Micro Help feature may be edited via the Elite Admin application.

Micro Help allows a dispatcher to view the status of a control or indicator textually instead of graphically.

#### Tool Tips Help

Tool Tips Help provides information about tool bar buttons and menu bar menus to the dispatcher. When the cursor is placed over a tool bar button, the button's name appears in a small pop-up window next to the cursor, and a short explanation of the button appears in the status bar at the bottom of the dispatch user interface window. When the cursor is moved across a menu item in a menu, a description of the menu item appears in the status bar at the bottom of the dispatch user interface window.

The text displayed by the Tool Tips feature may be edited via the Elite Admin application. Tool Tips allow a dispatcher to quickly see a short explanation of the button or menu item of interest.

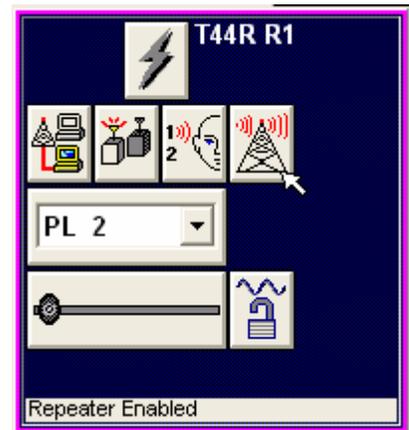


Figure 1-10: Micro Help on a Radio Resource

## 3.5.3 Elite Admin Application

The Elite Dispatch GUI screens are configured using the Elite Admin application. This application is designed to be extremely flexible and powerful, and allows administrators to build display screens that look very simple with minimal icons and channels, or more sophisticated with many folders and channels. The Elite Admin application allows ARMER trained and authorized technical support staff to create screens that can be used by multiple dispatchers (accessed over the network), shared by all users of a single position, or even a customized screen per dispatcher. Each screen configuration may optionally be password protected to ensure proper use and control. All of the screen configurations could be stored on County's servers.

The County's personnel use the Elite Admin application to perform numerous functions including:

- Create new configurations (for any operator).
- Enable or disable operator positions.
- Modify existing configurations.
- Assign/de-assign radio resources to various folders and determine location.
- Determine audio routing of resources to speakers.
- Set initial volume level of radio and phone resources.
- Determine icons used for AUX I/Os.
- Determine if Auxiliary I/Os are safety switch protected, and whether they have an audible alarm.
- Determine items that should go on the toolbar and where they should be placed.
- Create pre-assigned patch/multi-select/primary groups.
- Create pre-assigned one-button paging tone sequences.
- Determine if the activity log is shown initially and where on the screen it is shown (dispatchers may still hide or show the activity log).
- Assign/de-assign radio and auxiliary input/output resources to various folders.
- Determine where features are placed on each radio resource.
- Determine the size of each radio resource (compressed, larger compressed or expanded).



# EXHIBIT C-2: EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

## 4.1 PENNINGTON MCC 7500 CONSOLE SYSTEM

Item No.	QTY	Nomenclature	Description	Unit List	Total List	APC	Discount (%)	Unit Discount	Ext Discount
1	2	SQM01SUM0205	GGM 8000 GATEWAY	\$4,200.00	\$8,400.00	147	10.00%	\$3,780.00	\$7,560.00
1	2	CA01616AA	ADD: AC POWER	-	-	147	10.00%	-	-
1	2	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY	\$6,000.00	\$12,000.00	147	10.00%	\$5,400.00	\$10,800.00
2	1	T7038	GCP 8000 SITE CONTROLLER	\$3,000.00	\$3,000.00	112	30.00%	\$2,100.00	\$2,100.00
2	1	CA00303AA	ADD: QTY (1) SITE CONTROLLER	\$5,000.00	\$5,000.00	112	30.00%	\$3,500.00	\$3,500.00
2	1	X153AW	ADD: RACK MOUNT HARDWARE	\$50.00	\$50.00	112	30.00%	\$35.00	\$35.00
2	1	CA01136AA	ADD: MCC 7500 CONVEN SITE OPER	\$4,000.00	\$4,000.00	595	15.00%	\$3,400.00	\$3,400.00
3	2	SQM01SUM0205	GGM 8000 GATEWAY	\$4,200.00	\$8,400.00	147	10.00%	\$3,780.00	\$7,560.00
3	2	CA01616AA	ADD: AC POWER	-	-	147	10.00%	-	-
4	2	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN	\$154.00	\$308.00	207	10.00%	\$138.60	\$277.20
5	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS	\$88.00	\$88.00	207	10.00%	\$79.20	\$79.20
6	2	CLN1856	2620-24 ETHERNET SWITCH	\$2,250.00	\$4,500.00	147	10.00%	\$2,025.00	\$4,050.00
7	1	T7537B	KVL 4000 PDA SNAP-ON	\$1,250.00	\$1,250.00	201	10.00%	\$1,125.00	\$1,125.00
7	1	X795AJ	ADD: ASN MODE	\$600.00	\$600.00	201	10.00%	\$540.00	\$540.00
7	1	U239AD	ADD: ASTRO 25 MODE	\$250.00	\$250.00	201	10.00%	\$225.00	\$225.00
7	1	CA00182AP	ADD: AES ENCRYPTION SOFTWARE	\$750.00	\$750.00	201	10.00%	\$675.00	\$675.00
7	1	CA01598AA	ADD: AC LINE CORD US	\$8.00	\$8.00	201	10.00%	\$7.20	\$7.20
7	1	X423AF	ADD: DES/DES-XL/DES-OFB ENCRYPTION	\$1,550.00	\$1,550.00	201	10.00%	\$1,395.00	\$1,395.00
7	1	C724	CABLE, KEYLOAD	\$75.00	\$75.00	201	10.00%	\$67.50	\$67.50
7	1	C725AA	ADD: KEYLOAD CABLE FOR APX PORTABLE	\$75.00	\$75.00	201	10.00%	\$67.50	\$67.50
7	1	CA01603AA	ADD: USB COMM/CHARGE CABLE W/ CUP	\$75.00	\$75.00	201	10.00%	\$67.50	\$67.50
7	1	C543	ADD: CABLE FOR RNC, DIU, MGEG	\$84.00	\$84.00	201	10.00%	\$75.60	\$75.60
7	1	C954	ADD: CABLE FOR SPECTRA/SPECTRO	\$109.00	\$109.00	201	10.00%	\$98.10	\$98.10
7	1	CA00243AG	ADD: ADP PRIVACY	\$300.00	\$300.00	201	10.00%	\$270.00	\$270.00
7	1	QA01767AA	ADD: KVL RADIO AUTHENTICATION	\$500.00	\$500.00	201	10.00%	\$450.00	\$450.00



Item No.	QTY	Nomenclature	Description	Unit List	Total List	APC	Discount (%)	Unit Discount	Ext Discount
8	1	DSGXTR1350N004	UPS, GXT3 RACKMT 1500VA/1350W, 4 MN RUN	\$1,840.00	\$1,840.00	207	10.00%	\$1,656.00	\$1,656.00
9	1	DS2UTELECOM RKIT	RACKMOUNT KIT FOR GXT3 450W THRU 2700W UPS, 2 POST 19 IN	\$135.00	\$135.00	207	10.00%	\$121.50	\$121.50
10	1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE	-	-	877	20.00%	-	-
10	1	CA00996AK	NM/ZC LICENSE KEY 7.13	\$1,000.00	\$1,000.00	877	20.00%	\$800.00	\$800.00
10	1	CA00997AK	UCS LICENSE KEY 7.13	\$1,000.00	\$1,000.00	877	20.00%	\$800.00	\$800.00
10	1	CA02105AA	MCC7500/MCC7100 CONSOLE LIC	\$5,000.00	\$5,000.00	877	20.00%	\$4,000.00	\$4,000.00
11	1	B1905	MCC 7500 ASTRO 25 SOFTWARE	\$250.00	\$250.00	443	20.00%	\$200.00	\$200.00
12	2	B1933	MOTOROLA VOICE PROCESSOR MODULE	\$11,920.00	\$23,840.00	443	20.00%	\$9,536.00	\$19,072.00
12	2	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	\$12,000.00	\$24,000.00	443	20.00%	\$9,600.00	\$19,200.00
12	2	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION	\$5,000.00	\$10,000.00	443	20.00%	\$4,000.00	\$8,000.00
12	2	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION	\$3,000.00	\$6,000.00	443	20.00%	\$2,400.00	\$4,800.00
12	2	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$3,250.00	\$6,500.00	443	20.00%	\$2,600.00	\$5,200.00
12	2	CA00143AC	ADD: DES-OFB ALGORITHM	\$750.00	\$1,500.00	443	20.00%	\$600.00	\$1,200.00
12	2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	-	-	443	20.00%	-	-
13	2	TT2538	Z420 LOW TIER WORKSTATION WINDOWS 7	\$2,550.00	\$5,100.00	708	10.00%	\$2,295.00	\$4,590.00
14	2	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	\$50.00	\$100.00	877	20.00%	\$40.00	\$80.00
15	6	B1912	MCC SERIES DESKTOP SPEAKER	\$450.00	\$2,700.00	443	20.00%	\$360.00	\$2,160.00
16	2	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$250.00	\$500.00	443	20.00%	\$200.00	\$400.00
17	4	B1913	MCC SERIES HEADSET JACK	\$200.00	\$800.00	443	20.00%	\$160.00	\$640.00
18	2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	\$290.00	\$580.00	708	10.00%	\$261.00	\$522.00
19	2	T7885	MCAFFEE WINDOWS AV CLIENT	\$165.00	\$330.00	708	10.00%	\$148.50	\$297.00
20	2	DDN1245	DUAL IRR SW USB HASP WITH LICENSE (VERSION 45)	\$2,648.00	\$5,296.00	229	10.00%	\$2,383.20	\$4,766.40
21	2	DDN1118	PCI EXPRESS SOUND BLASTER X-FI XTREME AUDIO	\$169.00	\$338.00	229	10.00%	\$152.10	\$304.20
22	2	CDN6673	CREATIVE LABS INSPIRE A60	\$46.00	\$92.00	708	10.00%	\$41.40	\$82.80
23	1	B1905	MCC 7500 ASTRO 25 SOFTWARE	\$250.00	\$250.00	443	20.00%	\$200.00	\$200.00
24	1	B1933	MOTOROLA VOICE PROCESSOR MODULE	\$11,920.00	\$11,920.00	443	20.00%	\$9,536.00	\$9,536.00
24	1	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	\$12,000.00	\$12,000.00	443	20.00%	\$9,600.00	\$9,600.00
24	1	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION	\$5,000.00	\$5,000.00	443	20.00%	\$4,000.00	\$4,000.00
24	1	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION	\$3,000.00	\$3,000.00	443	20.00%	\$2,400.00	\$2,400.00



Item No.	QTY	Nomenclature	Description	Unit List	Total List	APC	Discount (%)	Unit Discount	Ext Discount
24	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$3,250.00	\$3,250.00	443	20.00%	\$2,600.00	\$2,600.00
24	1	CA00143AC	ADD: DES-OFB ALGORITHM	\$750.00	\$750.00	443	20.00%	\$600.00	\$600.00
24	1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	-	-	443	20.00%	-	-
25	1	TT2538	Z420 LOW TIER WORKSTATION WINDOWS 7	\$2,550.00	\$2,550.00	708	10.00%	\$2,295.00	\$2,295.00
26	1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	\$50.00	\$50.00	877	20.00%	\$40.00	\$40.00
27	3	B1912	MCC SERIES DESKTOP SPEAKER	\$450.00	\$1,350.00	443	20.00%	\$360.00	\$1,080.00
28	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$250.00	\$250.00	443	20.00%	\$200.00	\$200.00
29	2	B1913	MCC SERIES HEADSET JACK	\$200.00	\$400.00	443	20.00%	\$160.00	\$320.00
30	1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	\$290.00	\$290.00	708	10.00%	\$261.00	\$261.00
31	1	T7885	MCAFFEE WINDOWS AV CLIENT	\$165.00	\$165.00	708	10.00%	\$148.50	\$148.50
32	1	DDN1245	DUAL IRR SW USB HASP WITH LICENSE (VERSION 45)	\$2,648.00	\$2,648.00	229	10.00%	\$2,383.20	\$2,383.20
33	1	DDN1118	PCI EXPRESS SOUND BLASTER X-FI XTREME AUDIO	\$169.00	\$169.00	229	10.00%	\$152.10	\$152.10
34	1	CDN6673	CREATIVE LABS INSPIRE A60	\$46.00	\$46.00	708	10.00%	\$41.40	\$41.40
35	1	THN1012	RACK 7' OPEN	\$470.00	\$470.00	509	30.00%	\$329.00	\$329.00
36	1	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION	\$990.00	\$990.00	207	10.00%	\$891.00	\$891.00
37	1	DS1101378	RACK MT ADAPTER PLATE, 19 IN FOR DSOP820B, DSOP820B2 & DSNSOP820B	\$63.00	\$63.00	207	10.00%	\$56.70	\$56.70
38	1	BLN6200	AC POWER STRIP, 6 OUTLET	\$94.00	\$94.00	228	20.00%	\$75.20	\$75.20
39	1	B1912	MCC SERIES DESKTOP SPEAKER	\$450.00	\$450.00	443	20.00%	\$360.00	\$360.00
40	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$250.00	\$250.00	443	20.00%	\$200.00	\$200.00
41	1	B1913	MCC SERIES HEADSET JACK	\$200.00	\$200.00	443	20.00%	\$160.00	\$160.00
42	1	TT2538	Z420 LOW TIER WORKSTATION WINDOWS 7	\$2,550.00	\$2,550.00	708	10.00%	\$2,295.00	\$2,295.00
43	1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU	\$11,830.00	\$11,830.00	443	20.00%	\$9,464.00	\$9,464.00
43	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$3,250.00	\$3,250.00	443	20.00%	\$2,600.00	\$2,600.00
43	1	CA00143AC	ADD: DES-OFB ALGORITHM	\$750.00	\$750.00	443	20.00%	\$600.00	\$600.00
43	1	CA00245AA	ADD: ADP ALGORITHM	\$300.00	\$300.00	443	20.00%	\$240.00	\$240.00
44	1	01009513001	PWR SPLY 108W AC INP 12VDC OUT W18	\$150.00	\$150.00	512	20.00%	\$120.00	\$120.00
45	1	30009351001	DC CABLE ASSY	\$32.00	\$32.00	443	20.00%	\$25.60	\$25.60
46	1	3082933N08	GR500 AC POWER CORD	\$16.00	\$16.00	271	15.00%	\$13.60	\$13.60
47	1	SQM01SUM0205	GGM 8000 GATEWAY	\$4,200.00	\$4,200.00	147	10.00%	\$3,780.00	\$3,780.00
47	1	CA01616AA	ADD: AC POWER	-	-	147	10.00%	-	-
48	1	CLN1856	2620-24 ETHERNET SWITCH	\$2,250.00	\$2,250.00	147	10.00%	\$2,025.00	\$2,025.00



# EXHIBIT C-3: STATEMENT OF WORK

## 5.1 OVERVIEW

Motorola proposes the installation and configuration of the equipment defined in the System Description and Equipment List. The document delineates the general responsibilities between Motorola and Pennington County, as agreed to by contract.

The proposed system connects to the ARMER system. This quote is proposed assuming a 7.13 system release.

NOTE: This proposal is for the Pennington County. All responsibilities which are noted as Pennington County responsibilities are items which Pennington County must complete or ensure that ARMER will provide. In addition, Pennington County is responsible for providing all approvals and memorandums of understanding, as needed, from ARMER to Motorola prior to project implementation.

## 5.2 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Conduct project kickoff meeting with Pennington County to review project design and finalize requirements.
- Schedule the implementation schedule in agreement with Pennington County.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide Pennington County with the appropriate system interconnect specifications.
- Define link specifications for each link required for the proposed system.
- Define electrical requirements for each equipment rack and operator position to be installed in the Pennington County-provided facilities.
- Define heat load for each equipment rack to be installed in the Pennington County-provided facilities.
- Install the console operator position in the location and on desktop space provided by Pennington County.
- Install the proposed backroom rack equipment in the dispatch location provided by Pennington County.
- Connect the Pennington County-supplied, previously identified circuits into the console, to a demarcation point located within 25 feet of the console interface.
- Connect the appropriate equipment to Pennington County-supplied ground system in accordance with Motorola's R56 Site Installation Standards.
- Perform the console programming, based on the console templates jointly developed by Pennington County and Motorola.



- Equipment to be installed at the Pennington County Dispatch Center includes:
  - Install three (3) MCC 7500 Console Operator Positions on existing Pennington County-owned deskpace (see equipment list for detail).
  - Install, rack and cable backroom equipment in Motorola provided racks.
  - Back room equipment includes (see equipment list for additional detail):
    - ◆ Rack #1
      - Site Manager—Aux I/O SDM3000 with Punchblock Panel.
      - HP Ethernet Switch.
      - Conventional Channel Gateways.
      - GCP 8000 Site Controller.
      - Power Distribution Unit.
      - UPS
- Interface existing conventional channels with a capacity for 16 if required.
- Interface to the existing Pennington County-owned logging equipment via a port on the ECCGW.
- Integration of other third party products, not defined in this Statement of Work, is not included in this proposal.
- Perform R56 site installation quality audits, verifying proper physical installation and operational configurations at the Pennington County dispatch location.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola’s “Standards and Guidelines for Communication Sites” (R56).
- ARMER Master site:
  - Infrastructure related programming of the proposed dispatch console into the Master site (i.e., loading of IDs into the zone controller and dispatch) is included.
  - Install and configure the proposed MCC 7500 licenses.
- Optimize equipment and verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers’ specifications.
- Verify the operational functionality and features of the dispatch subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to Pennington County for review.
- Resolve any punchlist items before Final System Acceptance.



## 5.3 PENNINGTON COUNTY RESPONSIBILITIES

Pennington County 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. Pennington County's general responsibilities for both the dispatch location and the ARMER Master site are as follows:

- Pennington County will provide a dedicated delivery point for receipt, inventory, and storage of equipment prior to installation.
- Coordinate the activities of all Pennington County's vendors or other contractors, if applicable.
- Attend and participate in project meetings and reviews.
- Provide ongoing communication, as applicable, with ARMER regarding the dispatch console project and schedule.
- Provide dispatch facility and antenna mounting locations as required for dispatch sub-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.
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- Provide demarcation point located within 25 feet of the console interface.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. Provide AC power (dedicated 20 Amp AC outlets—simplex with ground) for each major piece of equipment within six (6) feet of the location of the Motorola-supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's "Standards and Guidelines for Communication Sites" (R56). Ceiling (minimum 9 feet) and cable tray heights [minimum eight (8) feet] in the equipment rooms in order to accommodate seven (7)-foot, six (6)-inch equipment racks.
- Bring grounding system up to Motorola's "Standards and Guidelines for Communication Sites" (R56) and supply a single point system ground, of five (5) ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment.
- Provide floor space and desk space (including desk furniture, as needed) for the system equipment at the Pennington County-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36 inches clearance in the front and back.
- Relocate and/or removal of existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.



- Provide all necessary wall or roof penetrations on existing buildings for control station antenna coax, if applicable.
- Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.
- Supply interior building cable trays, raceways, conduits, and wire supports.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity of the site, and any other building risks (resolve environmental or hazardous material issues).
- Supply structural analysis, if required, for antenna mounting.
- Provide console templates as required for programming.
- Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- Any required system interconnections not specifically outlined here will be provided by Pennington County, per Motorola specifications. Test results to confirm specification compliancy are required prior to equipment installation.

NOTE: These may include dedicated phone circuits, microwave links, or other types of connectivity.

- Provide programming and/or configuration of the Pennington County-owned, existing logging recorder as needed.
- Complete loading of all subscriber IDs into the ARMER zone controller as required.
- Motorola 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 Pennington County's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.



# EXHIBIT C-5: PERFORMANCE SCHEDULE

Motorola's preliminary time duration indicates total project implementation to be approximately 4-6 months. A final project schedule will be developed based upon mutual agreement between Motorola and Pennington County at the detailed design review (DDR).



# EXHIBIT D: SERVICE/WARRANTY

Motorola places great emphasis on ensuring that communications systems, such as the one proposed for Pennington County, meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola offers customized warranty.

## 7.1 WARRANTY SERVICES

Motorola Standard Commercial Warranty services are provided. The services included below do not include any System Software Upgrades. This can be quoted separately if desired.

### 7.1.1 Dispatch Service

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

### 7.1.2 OnSite Infrastructure Response

Motorola OnSite Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times. The field technician restores the system by performing first-level troubleshooting on site. If the technician is unable to resolve the issue, the case is escalated to the SSC or product engineering teams as needed.

### 7.1.3 Infrastructure Repair

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

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

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



Infrastructure Repair with our Advanced Replacement upgrade supplements your spares inventory with Motorola's centralized inventory of critical equipment. When available, Motorola will provide Customer with an Advanced Replacement unit(s) within 24 hours in exchange for Customer's malfunctioning equipment. Upon receipt of the malfunctioning unit, Motorola repairs the unit and replaces it in our centralized inventory.

## 7.1.4 Technical Support Service

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

## 7.1.5 Network Monitoring Service

Network Monitoring service can help keep your network at optimum availability so it is ready to serve mission critical communications needs. By watching over the network continuously, Network Monitoring service takes action whenever needed, and resolves network problems. We often intervene and correct the problem before you even know a problem exists. Network Monitoring service provides improved productivity and enhanced network performance, which in turn helps to increase your technology Return On Investment (ROI).

Using a combination of network monitoring software, automated alerts, and remote diagnostics inquiries, our System Support technologists actively monitor your network to maximize network uptime and overall preparedness—for the expected *and* unexpected. Upon receiving an alert, our team immediately performs a series of diagnostics to assess the problem. Often the situation can be resolved remotely, but when additional attention is required, local field technicians are dispatched immediately to your site to achieve restoration.

Motorola's Network Monitoring service is a vital component of an intelligent communication support plan that keeps your business operating smoothly, your costs down, and assures maximum preparedness at all times.

Specifically, Network Monitoring service provides:

- Improved network availability.
- Remote and timely resolution to minimize downtime.
- Cost efficiencies.
- Optimize time at site due to assessment and knowledge transfer before dispatch.
- Minimize unnecessary trips to site.
- Mitigate need for 24x7 operations monitoring center.
- Detailed reports.



# EXHIBIT E: SYSTEM ACCEPTANCE CERTIFICATE

**Customer Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

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

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

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**FINAL PROJECT ACCEPTANCE:**

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

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



Commission Meeting  
June 10, 2014

1. Assistant Engineer
  
2. Bray Township
  
3. Advertise SAP 57-603-036
  - Bid Opening July 17<sup>th</sup> 9:00 AM
  
4. JD #25
  
5. 5 Year Plan Hearing
  - Approve
  
6. Other

**OFFICIAL PROCEEDINGS**  
**PENNINGTON COUNTY BOARD OF COMMISSIONERS**  
**TUESDAY, MAY 27<sup>TH</sup>, 2014, 5:00 P.M.**

Pursuant to adjournment, the Pennington County Board of Commissioners met in the Pennington County Board Room in Thief River Falls, MN, on Tuesday, May 27<sup>th</sup>, 2014 at 5:00 p.m. Members present: Donald Jensen, Neil Peterson, Cody Hempel, Oliver “Skip” Swanson, and Darryl Tveitbakk. Members absent: None.

The Pledge of Allegiance was recited.

Human Services Director Ken Yutrzenka presented the consent agenda from the May 20<sup>th</sup>, 2014 Human Service Committee meeting. On a motion by Commissioner Swanson, seconded by Commissioner Hempel, the following recommendations of the Pennington County Human Services Committee for May 20<sup>th</sup>, 2014 are hereby approved. Motion unanimously carried.

SECTION A

- I. To approve the April 15, 2014 Human Service Committee meeting minutes as presented.
- II. To approve the Agency’s personnel actions as presented.
- III.
  - A. To approve the Coordination Agreement with Polk County Social Services serving as Fiscal Agent for regional Adult Mental Health Initiative (AMHI) and Adult Crisis Services funding.
  - B. To approve the Memorandum of Understanding regarding development and implementation of the Labor Management Committee.

SECTION B

- I. To approve payment of the Agency’s bills.

Ken Yutrzenka also presented an overtime request for Julie Sjostrand. Motioned by Commissioner Tveitbakk, seconded by Commissioner Hempel, to approve six hours of overtime for Julie Sjostrand. Motion unanimously carried.

County Sheriff Ray Kuznia presented the State of Minnesota Joint Powers Agreement authorizing payment to Pennington County for providing work release services for State offenders.

The following resolution was introduced by Commissioner Jensen, seconded by Commissioner Tveitbakk, and upon vote was unanimously carried.

## **RESOLUTION**

**BE IT RESOLVED**, that the Pennington County Board of Commissioners does hereby approve the Joint Powers Agreement between Pennington County and the State of Minnesota Dept. of Corrections for Work Release services for fiscal year 2015; and

**BE IT FURTHER RESOLVED**, that the County Sheriff and County Board Chairman be authorized to sign the agreement on behalf of Pennington County.

Commissioner Swanson reported that that roof top heating/air conditioner unit on the Human Services building is not working. Jim Seibel will be receiving cost estimates on repair or replacement of the unit tomorrow.

County Auditor-Treasurer Ken Olson read a letter from the Secretary of State addressed to County Recorder Ken Schmalz. The letter states that all Satellite Office Agreements to administer the Uniform Commercial Code will be cancelled effective December 1<sup>st</sup>, 2014.

A discussion was held to expand the County Technology Committee to include representation from Law Enforcement and Human Services.

County Auditor-Treasurer Ken Olson presented a grant contract with the Minnesota Commissioner of Revenue awarding Pennington County \$3,529.41 to be used for funding the development, implementation, and maintenance of data collections and data processing systems that will facilitate improved reporting of property tax data on parcels to the Commissioner of Revenue for analytical and administrative use.

Motioned by Commissioner Swanson, seconded by Commissioner Jensen, to approve the grant contract with the Minnesota Commissioner of Revenue as stated above. Motion unanimously carried.

Motioned by Commissioner Tveitbakk, seconded by Commissioner Hempel, to approve the 2014 Safety & Health Training proposal from Safety Compliance Services. Motion unanimously carried.

Motioned by Commissioner Jensen, seconded by Commissioner Tveitbakk, to authorize the County Auditor-Treasurer to advertise for a full-time Deputy Auditor-Treasurer. Motion unanimously carried.

County Auditor-Treasurer Ken Olson noted that interviews for the Deputy Recorder-Auditor joint position are being held Wednesday, May 28<sup>th</sup>, 2014.

County Engineer Mike Flaagan presented a resolution in opposition to the new EPA Regulations on Waters of the United States.

The following resolution was introduced by Commissioner Tveitbakk, seconded by Commissioner Jensen, and upon vote was unanimously carried.

**RESOLUTION  
OPPOSTION TO NEW EPA REGULATIONS**

**WHEREAS**, Pennington County, Minnesota has experienced long-term and costly delays to its road construction projects and wetland banking project due to the Army Corps definitions for “Waters of the U.S.” and its operations.

**WHEREAS**, the U.S. Supreme Court has stated that an applicant spends an average of 788 days of time and \$271,596 to obtain an individual 404 U.S. Corps permit. The Supreme Court chastised these agencies in the 2001 SWANCC case and the 2006 Rapanos case for regulatory overreaching and these agencies have refused to adapt to the push back they continue to receive from taxpaying landowners.

**WHEREAS**, these agencies are currently using interpretive guidelines established by the EPA in 2011 and these guidelines do not grant them final authority.

**WHEREAS**, the EPA now wishes to adopt new regulations which will indeed grant them final authority in matters dealing with waters of the U.S. and will include regulation of man-made ditches, public drains, tributaries, adjacent & neighboring wetlands, ecoregion, significant nexus, surface connection, ground water connection, discharge and possibly more. Regulation of these latter items has currently resulted in high levels of confusion, delays and increased permitting costs for the applicants. It has also allowed the EPA and the Corps to far exceed their applicable regulatory, statutory, and constitutional limits. In addition, this regulation is redundant to State wetland regulations that are already in place and mitigate wetland impacts from a prepaid wetland bank of credits for road projects.

**NOW, THEREFORE, BE IT RESOLVED**, that Pennington County, Minnesota hereby opposes the new EPA proposed regulations that would replace the 2011 interpretive guidelines they are currently following concerning the Clean Waters Act definition for “Water of the United States”.

**BE IT ALSO RESOLVED**, that Pennington County, Minnesota will support EPA and Corps regulation of traditional navigable waters only.

Engineer Flaagan informed the County Board that a new TZD grant application was due by June 30<sup>th</sup>, 2014. The following resolution was introduced by Commissioner Hempel, seconded by Commissioner Jensen, and upon vote was unanimously carried.

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT**

**BE IT RESOLVED**, that Pennington County enter into an agreement with the Minnesota Department of Public Safety, for traffic safety projects during the period from October 1<sup>st</sup>, 2014 through September 30<sup>th</sup>, 2015.

The Pennington County Auditor is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of Pennington County and to be the fiscal agent and administer the grant.

Engineer Flaagan then gave a report on the status of the construction projects. Motioned by Commissioner Tveitbakk, seconded by Commissioner Hempel, to approve the Board minutes of May 13<sup>th</sup>, 2014 as written. Motion unanimously carried.

Motioned by Commissioner Hempel, seconded by Commissioner Tveitbakk, to approve payment of the Auditor and Manual warrants for April, 2014 totaling \$818,385.94, the Human Service warrants totaling \$69,943.97, and also the following Commissioner warrants. Motion unanimously carried.

WARRANTS

County Revenue	\$28,096.45
Road & Bridge	\$89,517.46
Solid Waste Facility	\$ 2,059.75
Capital Improvement	\$39,641.52

Per diems and meal reimbursements in the amount of \$979.74 were also approved.

Motioned by Commissioner Jensen, seconded by Commissioner Tveitbakk, to accept the resignation of Assistant County Engineer Ben Pribula effective June 13<sup>th</sup>, 2014 and thank him for his service to Pennington County. Motion carried.

Motioned by Commissioner Hempel, seconded by Commissioner, to recess the County Board meeting until 6:30 p.m. Motion carried.

At 6:30 p.m. the County Board meeting was called back to session and at this time the Chairman called to order the Five-Year Road & Bridge Plan Hearing as advertised. In attendance was Scott D'Camp - The Times, and Ben Owen - KTRF/KSNR Radio. The County Engineer reviewed the Five-Year Road and Bridge Plan, listing the projects planned year by year. Hearing no questions, the hearing was closed at 6:46 p.m.

Action on the Five-Year Road & Bridge Plan was held over for a future County Board meeting to allow for any comments on the plan.

Motioned by Commissioner Tveitbakk, seconded by Commissioner Hempel, to adjourn the Board meeting to June 10<sup>th</sup>, 2014 at 10:00 a.m. Motion carried.

ATTEST:

Kenneth Olson, Auditor-Treasurer  
Pennington County

Neil Peterson, Chairman  
Board of Commissioners

Jennifer  
6/9/14 3:51PM

# Pennington County Financial System



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Print List in Order By: 1  
1 - Fund (Page Break by Fund)  
2 - Department (Totals by Dept)  
3 - Vendor Number  
4 - Vendor Name

Explode Dist. Formulas Y

Paid on Behalf Of Name  
on Audit List?: N

Type of Audit List: D  
D - Detailed Audit List  
S - Condensed Audit List

Save Report Options?: N

# Pennington County Financial System



Jennifer  
6/9/14 3:51PM  
1 County Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 2

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
108	1416 A. RIFKIN CO. 01-061-000-0000-6401		1,159.41	23 ELECTION BAGS	4131826	SUPPLIES-ELECTION
	1416 A. RIFKIN CO.		1,159.41	1 Transactions		
63	1380 A'VIANDS LLC 01-251-000-0000-6427		2,966.23	JAIL MEALS 5-11 TO 5-17	71771	JAIL MEALS
64	01-251-000-0000-6427		2,941.54	JAIL MEALS 5-18 TO 5-24	71857	JAIL MEALS
	1380 A'VIANDS LLC		5,907.77	2 Transactions		
146	1011 ACE HARDWARE 01-800-000-0000-6300		9.60	BULB	193110	REPAIRS & MAINTENANCE
143	01-111-000-0000-6300		3.17	LIGHT SWITCHES	193135	REPAIRS & MAINTENANCE
147	01-800-000-0000-6300		10.67	BATTERIES	193246	REPAIRS & MAINTENANCE
148	01-800-000-0000-6300		5.94	SCREWS, PLATE	193266	REPAIRS & MAINTENANCE
86	01-251-000-0000-6300		7.47	VALVE - JAIL	193269	REPAIRS & MAINTENANCE
144	01-111-000-0000-6300		21.36	LAWNMOWER BLADE	193280	REPAIRS & MAINTENANCE
88	01-219-000-0000-6300		4.80	SUMP PUMP COUPLE	193354	REPAIRS & MAINTENANCE
87	01-219-000-0000-6300		13.42	SUMP PUMP REPAIR	193355	REPAIRS & MAINTENANCE
145	01-111-000-0000-6300		13.33	SANDPAPER & SCREEN	193360	REPAIRS & MAINTENANCE
	1011 ACE HARDWARE		89.76	9 Transactions		
161	2348 BERGAN TRAVEL, INC 01-251-000-0000-6330		2,393.50	AIRFARE - TRANSPORT- MOBILE,AL		TRAVEL & EXPENSE
	2348 BERGAN TRAVEL, INC		2,393.50	1 Transactions		
91	2302 BLACK HILLS AMMUNITION 01-201-000-0000-6405		1,857.00	AMMO 40 CAL 1000	214111	GENERAL SUPPLIES
	2302 BLACK HILLS AMMUNITION		1,857.00	1 Transactions		
92	2370 BREMER BANK 01-255-000-0000-6330		28.09	PETRO - FUEL		TRAVEL & EXPENSE
93	01-255-000-0000-6330		31.00	PETRO - FUEL		TRAVEL & EXPENSE
94	01-255-000-0000-6330		33.50	PETRO - FUEL		TRAVEL & EXPENSE
95	01-255-000-0000-6330		28.86	FARMERS UNION FUEL		TRAVEL & EXPENSE
96	01-255-000-0000-6330		34.02	PETRO - FUEL		TRAVEL & EXPENSE
97	01-255-000-0000-6330		24.95	PETRO - FUEL		TRAVEL & EXPENSE
98	01-255-000-0000-6330		28.50	PETRO - FUEL		TRAVEL & EXPENSE
99	01-255-000-0000-6405		55.54	TRUE ALUE - RAKES		GENERAL SUPPLIES - S.T.S.
100	01-255-000-0000-6405		17.08	HANK - RAKES		GENERAL SUPPLIES - S.T.S.
101	01-255-000-0000-6405		3.07	FLEET - BOLTS		GENERAL SUPPLIES - S.T.S.

# Pennington County Financial System



Jennifer  
6/9/14 3:51PM  
1 County Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 3

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
102	01-255-000-0000-6405		362.76	HUBERTS - ATV PART		GENERAL SUPPLIES - S.T.S.
103	01-255-000-0000-6405		20.30	FLEET - TIRE		GENERAL SUPPLIES - S.T.S.
2370	BREMER BANK		667.67			12 Transactions
2322	BRUZEK/CARL					
150	01-106-000-0000-6330		280.00	MILEAGE- SUM SEMINAR-ST CLOUD		TRAVEL & EXPENSE
151	01-106-000-0000-6330		15.48	MEALS - SUM SEMINAR-ST CLOUD		TRAVEL & EXPENSE
152	01-106-000-0000-6330		3.36	ASSESSING MILEAGE - APRIL	3.36	TRAVEL & EXPENSE
2322	BRUZEK/CARL		298.84			3 Transactions
3306	CITY OF THIEF RIVER FALLS					
172	01-800-000-0000-6262		216.00	2013-14 SNOW REMOVAL	1173	OTHER SERVICES-WELFARE BUILDING
3306	CITY OF THIEF RIVER FALLS		216.00			1 Transactions
3375	CRESCENT ELECTRIC SUPPLY CO					
53	01-251-000-0000-6405		129.23	LAMPS - CELLS	106301	GENERAL SUPPLIES - JAIL
54	01-251-000-0000-6405		38.77	LAMPS - CELLS	325414	GENERAL SUPPLIES - JAIL
3375	CRESCENT ELECTRIC SUPPLY CO		168.00			2 Transactions
4310	D & T VENTURES					
141	01-070-000-0000-6301		450.00	PROPERTY TAX WEBSITE SUPPORT	295523	MAINTENANCE AGREEMENT
4310	D & T VENTURES		450.00			1 Transactions
6303	F-M AMBULANCE INC					
62	01-251-000-0000-6255		209.01	AMBULANCE 14-176	14-9169	MEDICAL - LOCAL
6303	F-M AMBULANCE INC		209.01			1 Transactions
6001	FALLS DAY ACTIVITY CENTER					
139	01-501-000-0000-6262		70.20	CLEAN AUDITORIUM	13952	OTHER SERVICES
140	01-501-000-0000-6262		87.75	CLEAN AUDITORIUM	13953	OTHER SERVICES
6001	FALLS DAY ACTIVITY CENTER		157.95			2 Transactions
6315	FALLS RADIATOR SERVICE					
41	01-201-000-0000-6262		317.42	TOW 5141255	54706	OTHER SERVICES
85	01-201-000-0000-6262		317.42	TOW - CE	54706	OTHER SERVICES
6315	FALLS RADIATOR SERVICE		634.84			2 Transactions
6006	FARMERS UNION OIL					
74	01-201-000-0000-6560		2,090.62	GAS SQUADS - MAY		GAS & DIESEL
73	01-255-000-0000-6330		23.44	STS GAS		TRAVEL & EXPENSE

# Pennington County Financial System



Jennifer  
6/9/14 3:51PM  
1 County Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
65	01-290-000-0000-6560		36.60	FUEL - EMERGENCY MANAGEMENT		Gas & Diesel
72	01-255-000-0000-6405		72.00	6 PAIR GLOVES	506266	GENERAL SUPPLIES - S.T.S.
6006	FARMERS UNION OIL		2,222.66	4 Transactions		
99999997	GERARDY/MARY					
55	01-253-000-0000-6847		40.08	GRADUATION DOMESTIC GROUP SUPP		SUPERVISION FEE EXPENSE
56	01-253-000-0000-6847		48.46	GRADUATION DOMESTIC GROUP SUPP		SUPERVISION FEE EXPENSE
99999997	GERARDY/MARY		88.54	2 Transactions		
7393	GORDY'S PLUMBING					
70	01-251-000-0000-6300		442.50	SNAKE SEWER @ JAIL	1270	REPAIRS & MAINTENANCE
71	01-251-000-0000-6302		161.25	SNAKE KITCHEN DRAIN	1271	KITCHEN REPAIRS & EXPENSE
7393	GORDY'S PLUMBING		603.75	2 Transactions		
8352	HEMPEL/CODY					
175	01-003-000-0000-6330		35.00	MAY TECHNOLOGY REIMB		TRAVEL & EXPENSE
8352	HEMPEL/CODY		35.00	1 Transactions		
8335	HENRY'S FOODS INC					
149	01-259-000-0000-6405		533.32	PYRAMID,SWISHER,BURRITO	4451742	GENERAL SUPPLIES - CANTEEN
8335	HENRY'S FOODS INC		533.32	1 Transactions		
8125	HEPPNER CONSULTING					
133	01-070-000-0000-6263		300.00	WEBSITE UPDATES	2291	COMPUTER SERVICES - DP
8125	HEPPNER CONSULTING		300.00	1 Transactions		
8091	HOLIDAY INN - ST. CLOUD					
51	01-106-000-0000-6330		195.42	LODGING - SUMMER SEMINAR - AO		TRAVEL & EXPENSE
52	01-106-000-0000-6330		195.42	LODGING - SUMMER SEMINAR - CB		TRAVEL & EXPENSE
8091	HOLIDAY INN - ST. CLOUD		390.84	2 Transactions		
8014	HUGOS #7					
67	01-222-000-0000-6801		68.20	GOODRIDGE DARE GRADUATION		MISCELLANEOUS EXPENSE - D.A.R.E.
68	01-222-000-0000-6801		60.86	ST BERNARDS DARE GRADUATION		MISCELLANEOUS EXPENSE - D.A.R.E.
142	01-003-000-0000-6330		14.10	FOOD FOR MEETING	1155	TRAVEL & EXPENSE
8014	HUGOS #7		143.16	3 Transactions		
9017	INSIGHT TECHNOLOGIES					
163	01-003-000-0000-6210		60.00	HOSTED EXCHANGE - JUNE	761302	E-MAIL SERVICES
164	01-041-000-0000-6210		12.00	HOSTED EXCHANGE - JUNE	761302	E-MAIL SERVICES

# Pennington County Financial System



Jennifer  
6/9/14 3:51PM  
1 County Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 5

Vendor No.	Name	Account/Formula	Accr	Rpt Amount	Warrant Description	Invoice #	Account/Formula Description
					Service Dates	Paid On Bhf #	On Behalf of Name
165		01-070-000-0000-6210		36.00	HOSTED EXCHANGE - JUNE	761302	E-MAIL SERVICES
166		01-070-000-0000-6210		36.00	HOSTED EXCHANGE - JUNE	761302	E-MAIL SERVICES
167		01-091-000-0000-6210		12.00	HOSTED EXCHANGE - JUNE	761302	E-MAIL SERVICES
170		01-121-000-0000-6210		12.00	HOSTED EXCHANGE - JUNE	761302	E-MAIL SERVICES
168		01-201-000-0000-6210		24.00	HOSTED EXCHANGE - JUNE	761302	E-MAIL SERVICES
169		01-290-000-0000-6210		12.00	HOSTED EXCHANGE - JUNE	761302	E-MAIL SERVICES
9017	INSIGHT TECHNOLOGIES			204.00	8 Transactions		
84	9310	INTOXIMETERS					
		01-220-000-0000-6405		575.00	PBT NEW PROPERTY #3444	467170	GENERAL SUPPLIES
	9310	INTOXIMETERS		575.00	1 Transactions		
90	10301	JDM INC					
		01-201-000-0000-6801		8.00	11 CAR WASH	5127	MISCELLANEOUS EXPENSE
89		01-201-000-0000-6801		8.00	11 CAR WASH	515	MISCELLANEOUS EXPENSE
	10301	JDM INC		16.00	2 Transactions		
177	11003	K-MART					
		01-201-000-0000-6801		26.35	FLOWERS FOR BLDG		MISCELLANEOUS EXPENSE
173		01-801-000-0000-6801		26.36	PLANTS & SOIL		MISCELLANEOUS EXPENSE
61		01-259-000-0000-6405		49.43	GARDEN PLANTS & BASKETBALL	09534052914	GENERAL SUPPLIES - CANTEEN
	11003	K-MART		102.14	3 Transactions		
107	11039	KTRF 1230 RADIO					
		01-041-000-0000-6231		440.00	AD 1ST HALF RE TAXES DUE		PUBLISHING/ADVERTISING - AUDITOR
	11039	KTRF 1230 RADIO		440.00	1 Transactions		
118	14378	LEXISNEXIS MATTHEW BENDER					
		01-016-000-0000-6242		115.43	MAY SUBSCRIPTIONS	59349298	SUBSCRIPTIONS - LAW LIBRARY
	14378	LEXISNEXIS MATTHEW BENDER		115.43	1 Transactions		
132	13498	MARCO, INC					
		01-801-000-0000-6301		217.84	EQ238936 MAINTENANCE AGREEMENT	INV1981224	MAINTENANCE AGREEMENT
114		01-132-000-0000-6301		49.60	105437 MAINTENANCE AGREEMENT	INV1986019	MAINTENANCE AGREEMENT
	13498	MARCO, INC		267.44	2 Transactions		
43	13483	MCF - LINO LAKES					
		01-251-000-0000-6801		1,708.00	STS WAGES - APRIL		MISCELLANEOUS EXPENSE - JAIL
	13483	MCF - LINO LAKES		1,708.00	1 Transactions		

# Pennington County Financial System



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1 County Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
111	13322 MINNESOTA STATE TREASURER					
111	01-101-000-0000-6801		3.00	REGISTERED LAND		MISCELLANEOUS EXPENSE - RECORDER
112	01-101-000-0000-6825		1,275.00	MARRIAGE SURCHARGE		MARRIAGE SURCHARGES MN - RECORDER
113	01-101-000-0000-6827		1,984.50	RECORDER & REGISTRAR FEE		STATE SURCHARGES
109	01-101-000-0000-6829		183.00	CHILDREN'S SURCHARGE		CHILDREN SURCHARGE MN - RECORDER
110	01-101-000-0000-6831		1,498.00	BIRTH/DEATH SURCHARGE		BIRTH/DEATH CERTIF SURCHARGE - REC
	13322 MINNESOTA STATE TREASURER		4,943.50		5 Transactions	
	13361 MN BUREAU OF CRIMINAL APPREHENSIO					
50	01-252-000-0000-6330		190.00	DRO NARCOTICS TRAINING	3987	TRAVEL & EXPENSE
69	01-252-000-0000-6330		100.00	DEATH INVESTIGATION TRG - BZ	4120	TRAVEL & EXPENSE
	13361 MN BUREAU OF CRIMINAL APPREHENSIO		290.00		2 Transactions	
	13329 MN ENTERPRISE TECHNOLOGY SHARED :					
171	01-070-000-0000-6263		1,300.00	MAY FIBER USAGE	DV14050416	COMPUTER SERVICES - DP
	13329 MN ENTERPRISE TECHNOLOGY SHARED :		1,300.00		1 Transactions	
	13324 MN STATE SHERIFFS ASSOCIATION					
66	01-201-000-0000-6330		280.00	SHERIFF SUMMER CONF		TRAVEL & EXPENSE
	13324 MN STATE SHERIFFS ASSOCIATION		280.00		1 Transactions	
	14346 NEOPOST GREAT PLAINS					
127	01-801-000-0000-6301		55.00	TAPE	GPAR23023	MAINTENANCE AGREEMENT
	14346 NEOPOST GREAT PLAINS		55.00		1 Transactions	
	14325 NORTHLAND PRODUCE					
116	01-111-000-0000-6403		9.62	GRASS SEED	7468	JANITORIAL SUPPLIES - COURTHOUSE
115	01-111-000-0000-6403		49.10	GRASS, ERASER	7476	JANITORIAL SUPPLIES - COURTHOUSE
	14325 NORTHLAND PRODUCE		58.72		2 Transactions	
	14123 NORTHWEST BEVERAGE INC					
117	01-801-000-0000-6801		35.50	WATER	5447	MISCELLANEOUS EXPENSE
	14123 NORTHWEST BEVERAGE INC		35.50		1 Transactions	
	15323 OFFICE DEPOT					
130	01-041-000-0000-6401		130.82	TONER HP42A	711876075001	SUPPLIES - AUDITOR
129	01-101-000-0000-6401		143.96	TONER HP49X	711876075001	SUPPLIES - RECORDER
128	01-801-000-0000-6401		5.47	ENVELOPE	711876075001	SUPPLIES-UNALLOCATED
131	01-801-000-0000-6401		8.73	POST ITS	711876075001	SUPPLIES-UNALLOCATED

# Pennington County Financial System



Jennifer  
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1 County Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
15323	OFFICE DEPOT		288.98		4 Transactions	
15302	OLSON/ADELINE					
157	01-106-000-0000-6241		15.00	REGION 8 DUES		DUES - ASSESSOR
153	01-106-000-0000-6330		12.32	ASSESSING MILEAGE - MAY		TRAVEL & EXPENSE
154	01-106-000-0000-6330		280.00	MILEAGE -SUM SEMINAR-ST CLOUD		TRAVEL & EXPENSE
155	01-106-000-0000-6330		12.87	MEALS - SUM SEMINAR - ST CLOUD		TRAVEL & EXPENSE
156	01-106-000-0000-6330		20.16	MILEAGE - REG 8 - GONVICK		TRAVEL & EXPENSE
15302	OLSON/ADELINE		340.35		5 Transactions	
15305	OLSON/KENNETH					
158	01-041-000-0000-6330		202.16	MILEAGE - MCCC CONF - ALEX		TRAVEL & EXPENSE
159	01-041-000-0000-6330		11.70	MEAL - MCCC CONF - ALEX		TRAVEL & EXPENSE
15305	OLSON/KENNETH		213.86		2 Transactions	
16313	PENNINGTON COUNTY AUDITOR					
120	01-106-000-0000-6300		170.00	REIMB INSIGHT BILLING	3349	REPAIRS & MAINTENANCE
119	01-101-000-0000-6300		185.95	REIMB INSIGHT BILLING	3350	REPAIRS & MAINTENANCE
121	01-041-000-0000-6300		20.00	REIMB INSIGHT BILLING	3351	REPAIRS & MAINTENANCE
59	01-601-000-0000-6209		101.11	MAY POSTAGE	3356	POSTAGE
16313	PENNINGTON COUNTY AUDITOR		477.06		4 Transactions	
16329	PENNINGTON HISTORICAL SOCIETY					
160	01-003-000-0000-6822		13,000.00	2014 APPROPRIATION		PENNINGTON COUNTY HISTORICAL SOCI
16329	PENNINGTON HISTORICAL SOCIETY		13,000.00		1 Transactions	
16344	PENNINGTON MAIN					
75	01-201-000-0000-6300		5.33	#8 CARWASH	129340	REPAIRS & MAINTENANCE
16344	PENNINGTON MAIN		5.33		1 Transactions	
16362	PETERSON/NEIL					
176	01-003-000-0000-6330		43.68	MAY MILEAGE		TRAVEL & EXPENSE
16362	PETERSON/NEIL		43.68		1 Transactions	
16102	PETRO PUMPER INC					
77	01-201-000-0000-6560		44.63	#3 GAS & CAR WASH	424644	GAS & DIESEL
16102	PETRO PUMPER INC		44.63		1 Transactions	
16119	POLK COUNTY SHERIFF					
104	01-091-000-0000-6261		107.80	SERVE SUBPOENA	107.80	CONSULTING & LEGAL SERVICES-ATTORNI

# Pennington County Financial System



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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1 County Revenue

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
16119	POLK COUNTY SHERIFF		107.80		1 Transactions	
105	17306 QUALITY FARM SUPPLY, INC. 01-111-000-0000-6403		21.14	1 GAL 24D	98103	JANITORIAL SUPPLIES - COURTHOUSE
	17306 QUALITY FARM SUPPLY, INC.		21.14		1 Transactions	
106	17003 QUICK PRINT CENTER 01-091-000-0000-6401		33.66	VELOBIND	8521	SUPPLIES
	17003 QUICK PRINT CENTER		33.66		1 Transactions	
44	18127 RELIANCE TELEPHONE SYSTEMS 01-251-000-0000-6300		949.00	REPAIR CAMERA & PTZ	8480	REPAIRS & MAINTENANCE
45	01-251-000-0000-6631		211.00	NEW CAMERA	8480	FURNITURE & EQUIPMENT - JAIL
46	01-251-000-0000-6300		116.00	REPAIR CAMERA	8481	REPAIRS & MAINTENANCE
47	01-251-000-0000-6300		136.00	RESET KODICAM	8482	REPAIRS & MAINTENANCE
48	01-251-000-0000-6300		144.00	DVD BURNER INSTALL	8483	REPAIRS & MAINTENANCE
49	01-251-000-0000-6631		29.00	DVD BURNER	8483	FURNITURE & EQUIPMENT - JAIL
	18127 RELIANCE TELEPHONE SYSTEMS		1,585.00		6 Transactions	
162	18381 RFCC, LLC 01-223-000-0000-6801		2,400.00	CONSULTING FEES	622014	MISCELLANEOUS EXPENSE-E911
	18381 RFCC, LLC		2,400.00		1 Transactions	
76	999999997 ROSEAU TIMES 01-201-000-0000-6801		85.00	NEWSPAPERS		MISCELLANEOUS EXPENSE
	999999997 ROSEAU TIMES		85.00		1 Transactions	
42	19369 SANFORD PATIENT FINANCIAL SERVICES 01-201-000-0000-6262		148.00	PHYSICAL & PSYCH EVAL - DC		OTHER SERVICES
	19369 SANFORD PATIENT FINANCIAL SERVICES		148.00		1 Transactions	
122	19326 SATHER LAW LTD 01-011-000-0000-6261		15.00	ATTNY FEES - 57-P1-00-651		COURT APPOINTED ATTORNEYS
123	01-011-000-0000-6261		97.50	ATTNY FEES - 57-F4-01-234		COURT APPOINTED ATTORNEYS
124	01-011-000-0000-6261		60.00	ATTNY FEES - 57-PR-14-207		COURT APPOINTED ATTORNEYS
125	01-011-000-0000-6261		69.19	ATTNY FEES - 57-F1-05-197		COURT APPOINTED ATTORNEYS
126	01-011-000-0000-6261		130.69	ATTNY FEES - 57-F4-97-50271		COURT APPOINTED ATTORNEYS
	19326 SATHER LAW LTD		372.38		5 Transactions	
	19356 SAYLOR DDS/BENJAMIN A					

# Pennington County Financial System



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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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1 County Revenue

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
60	01-251-000-0000-6256		230.00	DENTIST 13-394	040814	MEDICAL - REIMBURSED
19356	SAYLOR DDS/BENJAMIN A		230.00	1 Transactions		
78	01-251-000-0000-6300		23.64	TAX & FREIGHT ON HYD PLUNGER	310418926	REPAIRS & MAINTENANCE
19366	SEXAUER/J.A.		23.64	1 Transactions		
58	01-251-000-0000-6405		269.73	QTRLY FEE & ENERGY CHARGE	885439	GENERAL SUPPLIES - JAIL
19302	STERICYCLE		269.73	1 Transactions		
137	01-041-000-0000-6231		70.00	AD REAL ESTATE TAX 05/10/14		PUBLISHING/ADVERTISING - AUDITOR
138	01-041-000-0000-6231		72.50	AD REAL ESTATE TAX 05/14/14		PUBLISHING/ADVERTISING - AUDITOR
134	01-061-000-0000-6232		94.62	NOTICE OF FILING GENERAL ELECT		ADVERTISING - ELECTION
135	01-061-000-0000-6232		2.50	AFFIDAVIT		ADVERTISING - ELECTION
136	01-799-000-0000-6232		56.00	AD - ECONOMIC DEVELOPMENT DIR		Advertising
20027	THE TIMES		295.62	5 Transactions		
174	01-003-000-0000-6330		30.96	MEALS - AMC - MPLS	050114	TRAVEL & EXPENSE
20307	TVEITBAKK/DARRYL		30.96	1 Transactions		
81	01-206-000-0000-6262		204.29	TOXICOLOGY	A14062	OTHER SERVICES-CORONER
79	01-206-000-0000-6262		2,000.00	AUTOPSY	A14093	OTHER SERVICES-CORONER
83	01-206-000-0000-6262		105.24	TOXICOLOGY	A14093	OTHER SERVICES-CORONER
80	01-206-000-0000-6262		2,000.00	AUTOPSY	A14101	OTHER SERVICES-CORONER
82	01-206-000-0000-6262		89.49	TOXICOLOGY	A14101	OTHER SERVICES-CORONER
21338	UNIVESITY OF NORTH DAKOTA		4,399.02	5 Transactions		
57	01-220-000-0000-6801		70.21	GUAZE, IBUTAB, WATERGEL	670321	MISCELLANEOUS EXPENSE
26302	ZEE MEDICAL SERVICE		70.21	1 Transactions		
1 Fund Total:			53,403.80	County Revenue		59 Vendors 137 Transactions

# Pennington County Financial System



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3 Road & Bridge

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
38	1011 ACE HARDWARE 03-350-000-0000-6556		143.41	PAINT & PAINT SUPPLIES SHOP500		SHOP SUPPLIES
39	03-350-000-0000-6556		6.95	CLR SHOP 213 PRESSURE WASHER		SHOP SUPPLIES
40	03-350-000-0000-6556		8.45	BLACK PIPE SHOP 500		SHOP SUPPLIES
	1011 ACE HARDWARE		158.81		3 Transactions	
37	1305 ACME ELECTRIC 03-350-000-0000-6564		333.42	REPAIR UNIT 263 PRESSURE WASHE		EQUIPMENT REPAIR PARTS
	1305 ACME ELECTRIC		333.42		1 Transactions	
36	2315 ACS 03-320-000-0000-6263		5,060.75	ANNUAL SUPPORT NEW ROADS SFTWR		COMPUTER SERVICES
	2315 ACS		5,060.75		1 Transactions	
31	1364 AUTO VALUE 03-350-000-0000-6556		26.49	PAINT, DISCS CABINETS SHOP 500		SHOP SUPPLIES
33	03-350-000-0000-6556		5.99	GUN CLEAN KIT SHOP 213		SHOP SUPPLIES
34	03-350-000-0000-6556		67.95	DIESEL FUELKLEEN GEAR LUBE		SHOP SUPPLIES
32	03-350-000-0000-6564		11.90	FITTING, WASHER FLUID UNIT 232		EQUIPMENT REPAIR PARTS
35	03-350-000-0000-6564		39.96	WIPER BLADES UNIT 208		EQUIPMENT REPAIR PARTS
	1364 AUTO VALUE		152.29		5 Transactions	
30	2307 BRODIN COMFORT SYSTEMS 03-350-000-0000-6636		453.91	FIX FURNACE SHOP 215		BUILDING IMPROVEMENTS
	2307 BRODIN COMFORT SYSTEMS		453.91		1 Transactions	
26	6006 FARMERS UNION OIL 03-350-000-0000-6560		5,483.31	GAS & DIESEL SHOP 500		GAS & DIESEL
27	03-350-000-0000-6560		1,365.99	DIESEL SHOP 213		GAS & DIESEL
28	03-350-000-0000-6560		1,789.67	DIESEL SHOP 211		GAS & DIESEL
24	03-350-000-0000-6564		33.75	OIL UNIT 311		EQUIPMENT REPAIR PARTS
25	03-350-000-0000-6564		26.25	OIL UNIT 290		EQUIPMENT REPAIR PARTS
29	03-350-000-0000-6564		83.28	OIL UNIT 203		EQUIPMENT REPAIR PARTS
	6006 FARMERS UNION OIL		8,782.25		6 Transactions	
23	6349 FASTENAL COMPANY 03-350-000-0000-6564		28.13	1/2" WHEEL SHOP 211 & 500		EQUIPMENT REPAIR PARTS
	6349 FASTENAL COMPANY		28.13		1 Transactions	
	6306 FLEET DISTRIBUTING					

# Pennington County Financial System



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3 Road & Bridge

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
22	03-350-000-0000-6556		87.36	CABLE FOR CSAH 3 CULVERT		SHOP SUPPLIES
21	03-350-000-0000-6564		16.11	EYE BOLT AND RATCHET STRAP U		EQUIPMENT REPAIR PARTS
6306	FLEET DISTRIBUTING		103.47	2 Transactions		
8315	HUBERT OUTDOOR POWER					
20	03-350-000-0000-6556		58.28	CHAINS AND SHARPEN CHAIN SAWS	124055	SHOP SUPPLIES
19	03-350-000-0000-6556		10.00	FIX CHAINSAWS	124167	SHOP SUPPLIES
8315	HUBERT OUTDOOR POWER		68.28	2 Transactions		
8014	HUGOS #7					
18	03-350-000-0000-6556		39.47	PT SHOP 211 & 500		SHOP SUPPLIES
8014	HUGOS #7		39.47	1 Transactions		
13340	MIELKE OIL COMPANY					
16	03-350-000-0000-6562		2,996.60	HYDRAULIC FLUID, 15W40		MOTOR OIL & LUBRICANTS
17	03-350-000-0000-6562		2,040.70	HYDRAULIC FLUID, 15W40		MOTOR OIL & LUBRICANTS
13340	MIELKE OIL COMPANY		5,037.30	2 Transactions		
13197	MODEL LAUNDRY					
15	03-320-000-0000-6262		138.99	SHOP 500 RUGS		OTHER SERVICES
13197	MODEL LAUNDRY		138.99	1 Transactions		
14315	NORTHERN MOTORS INC					
14	03-350-000-0000-6564		92.82	SWITCH UNIT 304		EQUIPMENT REPAIR PARTS
14315	NORTHERN MOTORS INC		92.82	1 Transactions		
14312	NORTHWEST POWER SYSTEMS					
12	03-350-000-0000-6556		73.38	OIL TANK FITTINGS SHOP 500		SHOP SUPPLIES
13	03-350-000-0000-6564		23.92	ATV SPRAYER UNIT 294		EQUIPMENT REPAIR PARTS
14312	NORTHWEST POWER SYSTEMS		97.30	2 Transactions		
16343	PRAXAIR					
11	03-350-000-0000-6556		17.79	WELDING SUPPLIES & TANK LEASE		SHOP SUPPLIES
16343	PRAXAIR		17.79	1 Transactions		
18106	RED LAKE COUNTY COOP					
7	03-350-000-0000-6418		803.26	PROPANE SHOP 212		PROPANE FOR HEATING SHOPS
8	03-350-000-0000-6418		127.63	PROPANE SHOP 215		PROPANE FOR HEATING SHOPS
9	03-350-000-0000-6418		334.76	PROPANE SHOP 211		PROPANE FOR HEATING SHOPS

# Pennington County Financial System



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

3 Road & Bridge

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
18106	RED LAKE COUNTY COOP		1,265.65		3 Transactions	
10	18318 RV SPORTS INC 03-350-000-0000-6631		9,000.00	2014 AC PROWLER		FURNITURE & EQUIPMENT
	18318 RV SPORTS INC		9,000.00		1 Transactions	
6	19369 SANFORD PATIENT FINANCIAL SERVICES 03-320-000-0000-6801		46.00	RANDOM DRUG & ALCOHOL		MISCELLANEOUS EXPENSE
	19369 SANFORD PATIENT FINANCIAL SERVICES		46.00		1 Transactions	
5	20027 THE TIMES 03-320-000-0000-6232		222.50	AD FOR 5 YEAR BRIDGE PLAN, CAL		ADVERTISING
	20027 THE TIMES		222.50		1 Transactions	
4	20026 TONY DORN POS 03-350-000-0000-6636		7,764.90	FURNITURE SHOP 500		BUILDING IMPROVEMENTS
	20026 TONY DORN POS		7,764.90		1 Transactions	
3	20309 TRUE NORTH STEEL 03-350-000-0000-6549		10,393.30	15" 30" 36" & 48" PIPE		CULVERTS
	20309 TRUE NORTH STEEL		10,393.30		1 Transactions	
1	23302 WRIGHT CONSTRUCTION INC 03-330-000-0000-6341		500.00	REMOVE ROCK CHECKS FROM CSAH31		EQUIPMENT RENTAL
2	03-330-000-0000-6341		330.00	DIG OUT SNOW CSAH 17		EQUIPMENT RENTAL
	23302 WRIGHT CONSTRUCTION INC		830.00		2 Transactions	
3 Fund Total:			50,087.33	Road & Bridge	22 Vendors	40 Transactions
Final Total:			103,491.13	81 Vendors	177 Transactions	

# Pennington County Financial System



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	1	53,403.80	County Revenue
	3	50,087.33	Road & Bridge
All Funds		103,491.13	Total

Approved by, .....

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Jennifer  
6/6/14 7:09PM

# Pennington County Financial System



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 1

Print List in Order By: 1  
1 - Fund (Page Break by Fund)  
2 - Department (Totals by Dept)  
3 - Vendor Number  
4 - Vendor Name

Explode Dist. Formulas Y

Paid on Behalf Of Name  
on Audit List?: N

Type of Audit List: D  
D - Detailed Audit List  
S - Condensed Audit List

Save Report Options?: N

# Pennington County Financial System



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
4	6347 FULTON/JIM 01-251-000-0000-6330		10.54	MEAL - TRANSPORT - RANDALL	051514	TRAVEL & EXPENSE
	6347 FULTON/JIM		10.54	1 Transactions		
6	8352 HEMPEL/CODY 01-003-000-0000-6103		65.00	PER DIEM - JOBS INC - TRF	051414	PER DIEMS - BOARD
5	01-003-000-0000-6103		65.00	PER DIEM - TECH COMM - TRF	051914	PER DIEMS - BOARD
7	01-003-000-0000-6103		65.00	PER DIEM - JOBS INC - TRF	052214	PER DIEMS - BOARD
8	01-003-000-0000-6103		65.00	PER DIEM - JOBS INC - TRF	053014	PER DIEMS - BOARD
	8352 HEMPEL/CODY		260.00	4 Transactions		
1	16362 PETERSON/NEIL 01-003-000-0000-6103		65.00	PER DIEM - SOLID WASTE - TRF	050514	PER DIEMS - BOARD
2	01-003-000-0000-6103		65.00	PER DIEM - HWY COMM - TRF	050614	PER DIEMS - BOARD
3	01-003-000-0000-6103		65.00	PER DIEM - HWY COMM - TRF	052014	PER DIEMS - BOARD
	16362 PETERSON/NEIL		195.00	3 Transactions		
9	20307 TVEITBAKK/DARRYL 01-003-000-0000-6103		100.00	PER DIEM - AMC - ST PAUL	050214	PER DIEMS - BOARD
10	01-003-000-0000-6103		65.00	PER DIEM - SW COMM - TRF	050514	PER DIEMS - BOARD
11	01-003-000-0000-6103		100.00	PER DIEM - HWY TOUR - TRF	050614	PER DIEMS - BOARD
12	01-003-000-0000-6103		65.00	PER DIEM - LEC COMM - TRF	050714	PER DIEMS - BOARD
13	01-003-000-0000-6103		65.00	PER DIEM - CHAMBER BD - TRF	050814	PER DIEMS - BOARD
14	01-003-000-0000-6103		65.00	PER DIEM - TRFAA COMM - TRF	051514	PER DIEMS - BOARD
15	01-003-000-0000-6103		65.00	PER DIEM - TECH COMM - TRF	051914	PER DIEMS - BOARD
16	01-003-000-0000-6103		65.00	PER DIEM - BUILD COMM - TRF	052014	PER DIEMS - BOARD
17	01-003-000-0000-6103		65.00	PER DIEM - AIRPORT AUTH - TRF	052114	PER DIEMS - BOARD
18	01-003-000-0000-6103		65.00	PER DIEM - PERS COMM - TRF	052314	PER DIEMS - BOARD
19	01-003-000-0000-6103		100.00	PER DIEM - BUILD COMM - TRF	052814	PER DIEMS - BOARD
20	01-003-000-0000-6103		65.00	PER DIEM - PERS COMM - TRF	053014	PER DIEMS - BOARD
	20307 TVEITBAKK/DARRYL		885.00	12 Transactions		
1 Fund Total:			1,350.54	County Revenue	4 Vendors	20 Transactions
Final Total:			1,350.54	4 Vendors	20 Transactions	

# Pennington County Financial System



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	1	1,350.54	County Revenue
All Funds		1,350.54	Total

Approved by, .....

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