



The City of Lee's Summit
Final Agenda
Finance and Budget Committee

Monday, December 4, 2017

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. PUBLIC COMMENTS
5. BUSINESS
 - A. [2017-1655](#) Minutes from F&BC Meeting 11-6-17
 - B. [2017-1664](#) Investment Portfolio Report for the quarter ending September 30, 2017
Presenter: Sherri Staub
Cash Management Officer
 - C. [2017-1677](#) A RESOLUTION REVISING THE INVESTMENT POLICY OF THE CITY OF LEE'S SUMMIT, MISSOURI.
Presenter: Bette Wordelman
 - D. [TMP-0741](#) AN ORDINANCE AUTHORIZING THE ISSUANCE OF SPECIAL OBLIGATION TAX INCREMENT AND SPECIAL DISTRICT REFUNDING AND IMPROVEMENT BONDS (SUMMIT FAIR PROJECT), SERIES 2017 OF THE CITY OF LEE'S SUMMIT, MISSOURI, AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE BONDS.
Presenter: Conrad E. Lamb, Finance Director
 - E. [2017-1683](#) Approval of Purchase of Structural Firefighting Gear in the amount not to exceed \$76,000.
Presenter: Brian Austerman. Assistant Chief, Fire Dept.

- F. [TMP-0682](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-001 FOR A YEARLY TERM & SUPPLY CONTRACT WITH FOUR POSSIBLE ONE YEAR RENEWALS FOR CITY ORDERED TOW SERVICES TO RON'S AUTO & TRUCK TOWING, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.
- Presenter:** Presenter: Ben Calia, Procurement and Contract Services Manager
- G. [TMP-0726](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND MOTOROLA SOLUTIONS, INC., IN THE AMOUNT OF \$7,996,943.28 FOR THE PURCHASE OF P25 RADIO SYSTEM SOLUTION THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE KANSAS CITY REGIONAL PURCHASING COOPERATIVE OF JOHNSON COUNTY, KANSAS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 12-4-17)
- Presenter:** Presenter: Major Mark Taylor
- H. [TMP-0743](#) AN ORDINANCE APPROVING THE SALE OF AN IMPROVED LOT LEGALLY DESCRIBED AS LOT 9B, RITTER PLAZA LOT 9A AND LOT 9B, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, FROM HB SUMMIT, LLC, TO VEREIT REAL ESTATE, L.P., AND AUTHORIZATION TO ENTER INTO A TRANSFEREE AGREEMENT BETWEEN VEREIT REAL ESTATE, L.P., HB SUMMIT, LLC, AND THE CITY OF LEE'S SUMMIT.
- Presenter:** Presenter: Nancy K. Yendes, Chief Counsel, Infrastructure and Zoning
- I. [TMP-0737](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-130 FOR TWO ONE-YEAR CONTRACTS WITH THREE (3) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COMPOUND WATER METERS TO HD SUPPLY AND DISPLACEMENT WATER METERS TO MIDWEST METER FOR THE WATER UTILITIES DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH HD SUPPLY AND MIDWEST METER BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.
- Presenter:** Presenter: Brent Boice, Assistant Director of Business Services, Lee's Summit Water Utilities
- J. [TMP-0094](#) AN ORDINANCE AUTHORIZING THE CREATION OF A COMMUNITY FOUNDATION TO BE KNOWN AS THE CITY OF LEE'S SUMMIT COMMUNITY FOUNDATION; AND APPROVING THE BYLAWS OF THE SAME.
- Presenter:** Presenter: Stephen Arbo
- K. [2017-1631](#) CONTINUED DISCUSSION OF PRIORITY BASED BUDGETING
- Presenter:** Presenter: Jack Feldman, Management Analyst
- L. [2017-1689](#) PRESENTATION OF THE OCTOBER GENERAL FUND FINANCIAL DASHBOARD
- Presenter:** Presenter: Jack Feldman, Management Analyst

ROUNDTABLE

ADJOURNMENT

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Internet site at "www.cityofls.net".



The City of Lee's Summit

220 SE Green Street
Lee's Summit, MO 64063

Packet Information

File #: 2017-1655, **Version:** 1



The City of Lee's Summit
Action Letter
Finance and Budget Committee

Monday, November 6, 2017

5:30 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER
2. ROLL CALL

Councilmember DeMoro was not present at this meeting as an alternate was not needed.

Present: 3 - Chairperson Rob Binney
Vice Chair Phyllis Edson
Councilmember Craig Faith

Absent: 2 - Councilmember Dave Mosby
Alternate Fred DeMoro

3. APPROVAL OF AGENDA

A motion was made by Councilmember Faith, seconded by Vice Chair Edson, that the agenda for Nov. 6th be approved. The motion carried by the following vote:

Aye: 3 - Chairperson Binney
Vice Chair Edson
Councilmember Faith

Absent: 2 - Councilmember Mosby
Alternate DeMoro

4. PUBLIC COMMENTS
5. BUSINESS

- A. [2017-1589](#) F&BC Minutes from 10-2-17 Meeting.

ACTION: A motion was made by Vice Chair Edson, seconded by Councilmember Faith, that the Minutes from Oct. 2, 2017 F&BC Meeting be approved. The motion carried by the following vote:

Aye: 3 - Chairperson Binney
Vice Chair Edson
Councilmember Faith

Absent: 2 - Councilmember Mosby
Alternate DeMoro

Finance and Budget Committee

Action Letter

November 6, 2017

- B. [TMP-0546](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF KANSAS CITY, MISSOURI AND THE CITY OF LEE'S SUMMIT, MISSOURI TO ALLOW THE CITY OF LEE'S SUMMIT TO JOIN THE METROPOLITAN REGIONAL RADIO SYSTEM. (F&BC 11-6-17)

Presenter: Presenter: Major Mark Taylor LSPD

ACTION: A motion was made by Councilmember Faith, seconded by Vice Chair Edson, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 12/7/2017. The motion carried by the following vote:

Aye: 3 - Chairperson Binney
Vice Chair Edson
Councilmember Faith

Absent: 2 - Councilmember Mosby
Alternate DeMoro

- C. [TMP-0682](#) AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-001 FOR A YEARLY TERM & SUPPLY CONTRACT WITH FOUR POSSIBLE ONE YEAR RENEWALS FOR CITY ORDERED TOW SERVICES TO RON'S AUTO & TRUCK TOWING, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Recommendation: Recommendation:

City staff, the City of Lee's Summit's Tow Committee and Public Safety Advisory Board recommends that the Finance & Budget Committee recommends forwarding to the City Council an ordinance approving the award of bid no. 2018-001 for a yearly term & supply contract with four possible one year renewals for City ordered tow services to Ron's Auto & Truck Towing, LLC and authorizing the City Manager to execute the same by and on behalf of the City.

Presenter: Presenter: Jackie McCormick Heanue, Deputy City Attorney

This ordinance was pulled from the agenda - being sent to PSA committee.

Finance and Budget Committee

Action Letter

November 6, 2017

- D. [TMP-0709](#) AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY AMENDING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS WITHIN THE POLICE DEPARTMENT AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE PURPOSE OF ADDING AN OFFICER TO SERVE ON THE JACKSON COUNTY DRUG TASK FORCE. (F&BC 11-6-17)

Recommendation: Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY AMENDING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS WITHIN THE POLICE DEPARTMENT AND BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE PURPOSE OF ADDING AN OFFICER TO SERVE ON THE JACKSON COUNTY DRUG TASK FORCE.

Presenter: Presenter: Travis Forbes | Police Chief

ACTION: A motion was made by Vice Chair Edson, seconded by Councilmember Faith, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 12/7/2017. The motion carried by the following vote:

Aye: 3 - Chairperson Binney
Vice Chair Edson
Councilmember Faith

Absent: 2 - Councilmember Mosby
Alternate DeMoro

- E. [TMP-0714](#) AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN VELOCITY LEE'S SUMMIT, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY. (F&BC 11-6-17)

Recommendation: Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE EXECUTION OF A PUBLIC SERVICE AGREEMENT BY AND BETWEEN VELOCITY LEE'S SUMMIT, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR SERVICES TO BE PROVIDED TO THE CITY

Presenter: Presenter: Chuck Cooper | Velocity President

ACTION: A motion was made by Councilmember Faith, seconded by Vice Chair Edson, that this Ordinance be forwarded without recommendation to the City Council - Regular Session for further discussion due back on 12/7/2017. The motion carried by the following vote:

Aye: 2 - Chairperson Binney
Councilmember Faith

Nay: 1 - Vice Chair Edson

Absent: 2 - Councilmember Mosby
Alternate DeMoro

Finance and Budget Committee

Action Letter

November 6, 2017

- F. [TMP-0679](#) AN ORDINANCE APPROVING AMENDMENT NO. 12 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 11-6-17)

Recommendation: Recommendation: Staff recommends approval

Presenter: Presenter: Jack Feldman, Management Analyst

ACTION: A motion was made by Vice Chair Edson, seconded by Councilmember Faith, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 12/7/2017. The motion carried by the following vote:

Aye: 3 - Chairperson Binney
Vice Chair Edson
Councilmember Faith

Absent: 2 - Councilmember Mosby
Alternate DeMoro

- G. [TMP-0692](#) AN ORDINANCE APPROVING AMENDMENT NO. 6 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2018, AS ADOPTED BY ORDINANCE NO. 8162, BY AMENDING THE PAY AND CLASSIFICATION PLAN, AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS WITHIN THE ADMINISTRATION AND HUMAN RESOURCES DEPARTMENT FOR THE PURPOSE OF REORGANIZATION. (F&BC 11-6-17)

Recommendation: Recommendation: Staff recommends approval.

Presenter: Presenter: Nick Edwards, Director of Administration

ACTION: A motion was made by Vice Chair Edson, seconded by Councilmember Faith, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 12/7/2017. The motion carried by the following vote:

Aye: 3 - Chairperson Binney
Vice Chair Edson
Councilmember Faith

Absent: 2 - Councilmember Mosby
Alternate DeMoro

- H. [2017-1630](#) PRESENTATION OF THE SEPTEMBER GENERAL FUND FINANCIAL DASHBOARD (F&BC 11-6-17)

Recommendation: Recommendation: N/A

Presenter: Presenter: Jack Feldman, Management Analyst

Presentation only.

- I. [2017-1631](#) CONTINUED DISCUSSION OF PRIORITY BASED BUDGETING

Recommendation: Recommendation: N/A

Presenter: Presenter: Jack Feldman, Management Analyst

This item was moved to the December 4, 2017 F&BC meeting.

ROUNDTABLE
ADJOURNMENT

Meeting was adjourned at 7:20 p.m.

Finance and Budget Committee

Action Letter

November 6, 2017

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Packet Information

File #: 2017-1664, **Version:** 2

Investment Portfolio Report for the quarter ending September 30, 2017

Issue/Request:

[Enter text here]

Key Issues:

This report is prepared to provide a summary of the status of the investment portfolio noting the transactions over the previous quarter. This report lists new purchases as well as maturities.

At September 30 the largest portion of the portfolio was invested in US Treasuries (77%); followed by cash (5%), certificates of deposits (4%) and municipal obligations (1%). Cash balances are invested in an overnight repurchase agreement and are collateralized.

Proposed City Council Motion:

[Enter text here]

Background:

A "Mark to Market" adjustment is required at each quarter end to recognize any change in value of the portfolio in the event that securities would need to be liquidated. Fair values are determined by our custodial bank.

At September 30 the market adjustment across all funds was an unrealized loss of \$315,590.18.

Impact/Analysis:

At September 30, 2017 the average yield on the portfolio was 1.172%.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Sherri Staub

Cash Management Officer

Recommendation: [Enter Recommendation Here]

Committee Recommendation: [Enter Committee Recommendation text Here]

CITY OF LEE'S SUMMIT, MISSOURI

QUARTERLY INVESTMENT PORTFOLIO REPORT

QUARTER ENDED SEPTEMBER 30, 2017

Purpose and Goals

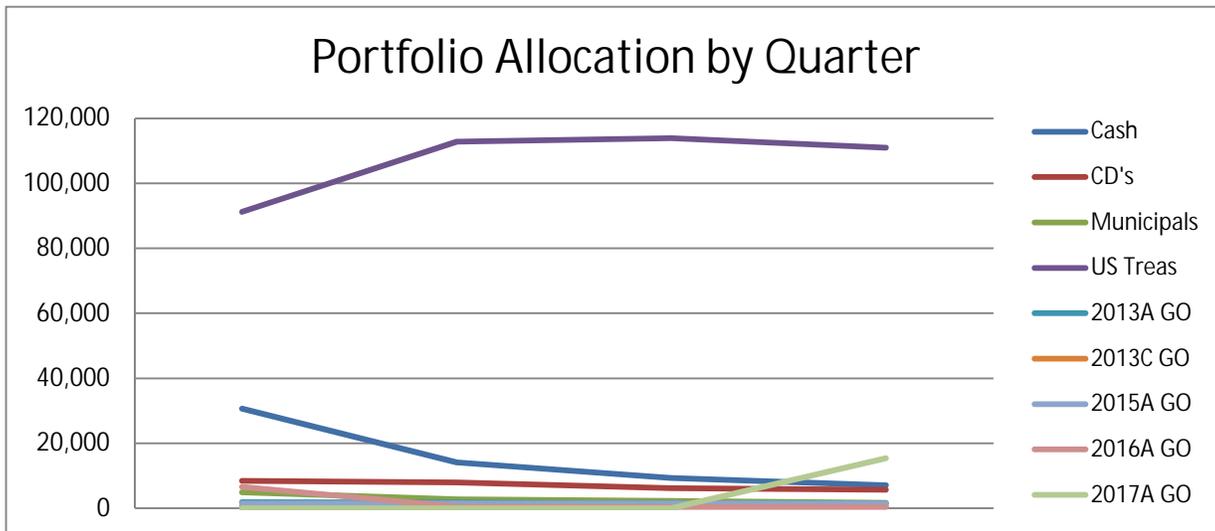
In compliance with the Investment Policy of the City of Lee's Summit, this quarterly investment portfolio report for the quarter ended September 30, 2017 is hereby submitted for your review. This report will provide you with an overview of the City's current cash and investment portfolio holdings along with a summary of all investment activity for the last fiscal quarter.

Cash and investments held by the City represent financial resources provided by its citizens to fund current operations and additionally to provide for future economic development, enhancement of services and programs, construction of major capital improvements and allow for unforeseen emergencies. Monies held for future use in meeting identifiable long-term needs are invested in authorized securities in order to provide additional earnings until such time as these funds are required to be expended. While the objective is to obtain a market rate of return, the City believes that the priority should be on the safety of principal, liquidity of its investments, and stability of earnings.

Current Portfolio

The City has sought to achieve a balance within the combined investment portfolio. While maintaining relatively strong liquidity, it strives to achieve earnings stability. As of September 30, 2017, the portfolio was allocated as follows: Cash (5%), Certificates of Deposit (4%), Municipal Obligations (1%) and US Treasury (77%). The following table illustrates the composition of the portfolio, in comparative dollar amounts (000) and component percentages, for the quarter ending September 30, 2017 and the previous three quarters.

Portfolio	-----Book Value in 000's-----				-----Percent of Portfolio-----			
	12/31/2016	03/31/2017	06/30/2017	09/30/2017	12/31/2016	03/31/2017	06/30/2017	09/30/2017
Cash	30,637	14,091	9,304	7,067	21%	10%	7%	5%
CD's	8,418	7,922	6,197	5,704	6%	6%	5%	4%
Municipals	4,940	2,732	2,314	1,679	3%	2%	2%	1%
US Treas	91,202	112,851	113,873	110,917	63%	80%	84%	77%
2013A GO	1,920	1,755	1,516	1,520	1%	1%	1%	1%
2013C GO	560	561	562	563	0%	0%	0%	0%
2015A GO	1,506	1,508	1,511	1,515	1%	1%	1%	1%
2016A GO	6,625	483	396	397	5%	0%	0%	0%
2017A GO	0	0	0	15,347	0%	0%	0%	11%
Total	\$145,808	\$141,903	\$135,673	\$144,709	100%	100%	100%	100%



Purchases			
		Amount	Maturity Date
09/13/2017	US Treasury	\$ 3,000,000	04/15/2020
	TOTAL	\$3,000,000	
Maturity			
07/10/2017	American Express	245,000	
07/31/2017	Bank of North Carolina	248,000	
07/31/2017	US T-Note	3,000,000	
08/31/2017	US T-Note	3,000,000	
09/01/2017	Sedgwick County KS UT USD #268	630,000	
	TOTAL	\$7,123,000	

Transaction Summary

The City monitors and maintains a certain level of cash on hand to meet the day to day operations of the city. Each night the remaining balance is invested in an interest bearing "sweep" account through a "repurchase agreement" or "repo" with our bank. For funds not needed immediately, the city employs a strategy of maturity "laddering" over a period not to exceed five years. When the spread between short term securities and the three year maximum is minimal, staff does not fully extend to the five year maximum.

Cash in Bank

The City utilizes UMB Bank as its depository. Lee's Summit's cash in bank at September 30, 2017, was as follows: UMB Trustee Account, \$6,875,120.35 and the UMB Investment Settlement Account \$191,891.44. Cash on deposit with UMB earns interest at a rate equivalent to the previous week's auction of the 91 day Treasury bill yield, adjusted every Wednesday. The UMB "repo" rate for September was 1.20%; June was 1.04%; March was 0.68% and December was 0.58%. To protect the City against fluctuating securities values, the City's bank depository agreement requires the bank to pledge certain securities as collateral equal to 105% of the City's funds on account (in excess of FDIC coverage). The estimated collateral value is \$17,605,928.83.

Combined Portfolio Performance

The City has utilized all components of the investment portfolio to achieve safety of principal, reasonable liquidity, relatively stable earnings over a wide range of interest rates, and a market rate of return. As of September 30, 2017, the average portfolio yield is 1.172%.

The investment portfolio's maturity structure as of September 30, 2017, is as follows:

Maturity Year	Prin Amt	Cash Flow %
2017	\$ 10,099,662.08	9%
2018	\$ 30,253,799.97	26%
2019	\$ 41,220,337.95	35%
2020	\$ 29,921,237.08	25%
2021	\$ 6,805,288.98	5%
TOTAL	\$ 118,300,326.06	100%

A complete itemized schedule of investments in the City of Lee's Summit Portfolio is available upon request.

Recommendations

The City's passive investment strategy has been to match the investments based upon cash flow needs in conjunction with a maturity "laddering" approach with its investments, not to exceed five years. Investment purchases have been made with safety as the primary factor. The purchase of Certificates of Deposit and Municipal Obligations has been halted due to clarification of the State Investment Policy.

Mark-to-Market

The investment portfolio is valued at our purchase price with gains/losses recognized at sale or maturity. With the implementation of GASB 31, the portfolio was required to be adjusted at year end to reflect the difference between our carrying value and today's market. This is referred to as "Marking to Market."

The Government Finance Officers Association (GFOA) then recommended that local governments report the market value of all securities in the portfolio on a quarterly basis. Fair market values are determined by our custodial bank.

GFOA has recommended that in addition to the reporting of this paper gain/loss on a quarterly basis, this adjustment should be entered on a quarterly basis. Starting in fiscal year 2006-2007 this adjustment was spread and posted to cash accounts based on cash balances at each quarter end. These adjustments will be updated at the end of each quarter. At September 30, the quarter end entry of June 30 was reversed and the new entry booked based on the current market values at September 30, 2017. This unrealized loss of \$315,590.18 was spread against all funds based on their respective cash balance percentages.

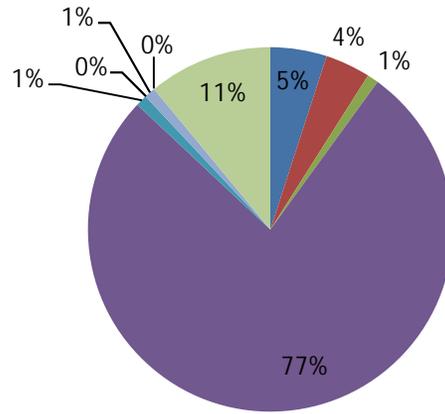
Respectfully Submitted,

Sherri Staub
Cash Management Officer

Conrad Lamb
Finance Director

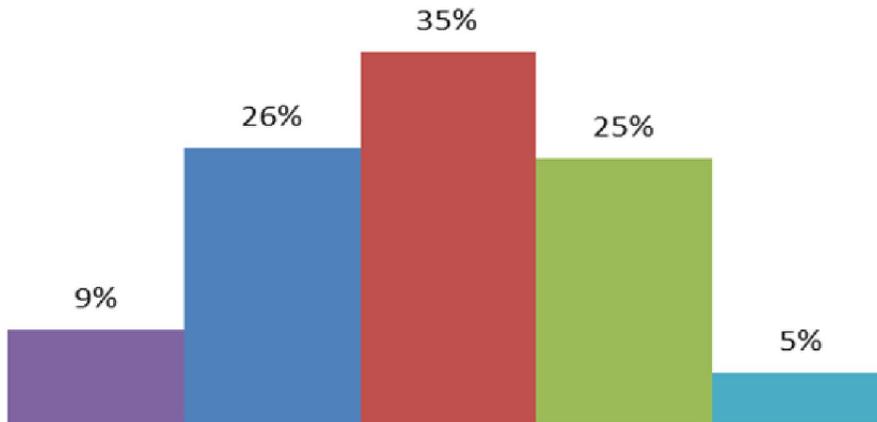
Asset Allocation September 30, 2017

■ Cash
 ■ CD's
 ■ Municipals
 ■ US Treas
 ■ 2013A GO
 ■ 2013C GO
 ■ 2015A GO
 ■ 2016A GO
 ■ 2017A GO



Asset Allocation by Maturity Year

■ 2017
 ■ 2018
 ■ 2019
 ■ 2020
 ■ 2021



CITY OF LEES SUMMIT
INVESTMENT PORTFOLIO
MONTH ENDING SEPTEMBER 2017

CERTIFICATES OF DEPOSIT (CD)

	PURCHASE PRICE	DESCRIPTION		YIELD	PURCHASE DATE	MATURITY DATE	TERM DAYS
##	245,000.00	American Express BK FSB, UT	02587CAA8	1.050000%	10-Jul-14	10-Jul-17	1,096
	248,000.00	Sallie Mae Bank, UT	795450TV7	1.500000%	15-Oct-14	16-Oct-17	1,097
	248,000.00	Capital One Bank USA	140420QD5	1.450000%	16-Oct-14	16-Oct-17	1,096
	248,000.00	Discover Bank, DE	254672BM9	1.500000%	16-Oct-14	16-Oct-17	1,096
	248,000.00	GE Captial Bank	36161T4S1	1.500000%	17-Oct-14	17-Oct-17	1,096
	248,000.00	Goldman Sachs, NY	38148JAR2	1.450000%	22-Oct-14	23-Oct-17	1,097
	245,000.00	American Expr Centurion UT	02587DWH7	1.500000%	28-Oct-14	28-Nov-17	1,127
	248,000.00	Northern Bank & Trust, Woburn MA	66476QBB3	1.100000%	21-Jan-15	22-Jan-18	1,097
	248,000.00	Bank Leumi USA NY	063248FA1	1.150000%	23-Jan-15	23-Jan-18	1,096
	248,000.00	Morton Community Bank, Morton IL	619165FT5	1.150000%	23-Jan-15	23-Jan-18	1,096
	248,000.00	First Financial Bank El Dorado, AR	32021MDV8	1.100000%	23-Jan-15	23-Jan-18	1,096
	248,000.00	Bank Midwest, MN	063615AJ7	1.050000%	28-Jan-15	27-Oct-17	1,003
##	248,000.00	Bank of North Carolina	06414QUG2	1.000000%	30-Jan-15	31-Jul-17	913
	248,000.00	Crescent Bank & Trust, LA	225645DH0	1.100000%	30-Jan-15	30-Jan-18	1,096
	248,000.00	Peoples United Bank	71270QLY0	1.100000%	04-Feb-15	05-Feb-18	1,097
	248,000.00	Platinum Bank/Brandon FL	72766HBN4	1.000000%	06-Feb-15	06-Feb-18	1,096
	248,000.00	First Kentucky Bank	32065TAK7	1.000000%	06-Feb-15	06-Feb-18	1,096
	248,000.00	Bank of Delmarva	06424LBV9	1.000000%	10-Feb-15	11-Dec-17	1,035
	248,000.00	Grand South Bank	38647PDJ9	1.000000%	18-Feb-15	17-Nov-17	1,003
	248,000.00	Flushing Bank, NY	34387ABH1	1.100000%	15-Apr-15	16-Apr-18	1,097
	249,000.00	Amer Natl Bank/Fox Cities	02771PMN4	1.000000%	22-Apr-15	20-Apr-18	1,094
	249,000.00	Clayton Bank & Trust, TN	184027AP5	1.000000%	22-Apr-15	23-Apr-18	1,097
	248,000.00	Manuf & Traders Trust, NY	564759QN1	1.000000%	29-Apr-15	30-Apr-18	1,097
	249,000.00	Northfield Bank, NY	66612AAS7	1.050000%	30-Apr-15	30-Apr-18	1,096
	248,000.00	Ally Bank, UT	02006LQR7	1.200000%	07-May-15	07-May-18	1,096

MUNICIPAL OBLIGATIONS

	PURCHASE PRICE	DESCRIPTION		YIELD	PURCHASE DATE	MATURITY DATE	TERM DAYS
	360,687.10	Derby Kansas	2497753V7 AA-	0.950000%	15-Dec-14	01-Dec-17	1,082
	538,490.60	Derby Kansas	2497754C7 AA-	0.950000%	15-Dec-14	01-Dec-17	1,082
##	634,781.25	Sedgwick County KS UT USD #268	815904DA: A+	0.900000%	08-Jan-15	01-Sep-17	967
#	780,050.90	Maryland Heights MO UT	574068AK: Aa2	0.800000%	12-May-15	01-Mar-18	1,024

TREASURY BILLS AND NOTES

Maturities (***)

	PURCHASE PRICE	DESCRIPTION		YIELD	PURCHASE DATE	MATURITY DATE	TERM DAYS
##	2,972,695.31	T-Note	912828TG: Aaa	0.860000%	09-Jan-15	31-Jul-17	934
	2,988,046.88	T-Note	912828TS: Aaa	0.798000%	04-Jun-15	30-Sep-17	849
##	2,990,859.38	T-Note	912828TM: Aaa	0.762000%	04-Jun-15	31-Aug-17	819
	3,983,437.50	T-Note	912828TS: Aaa	0.810000%	26-Jun-15	30-Sep-17	827
	5,966,718.75	T-Note	912828UU: Aaa	0.959000%	20-Jul-15	31-Mar-18	985
	5,049,414.05	T-Note	912828SH: Aaa	1.080000%	30-Sep-15	28-Feb-19	1,247
	4,987,500.00	T-Note	912828UQ: Aaa	1.308000%	30-Sep-15	29-Feb-20	1,613
	4,033,750.00	T-Note	912828WS: Aaa	1.381000%	11-Dec-15	30-Jun-19	1,297
	4,000,000.00	T-Note	912828XF: Aaa	1.125000%	11-Dec-15	15-Jun-18	917
	4,036,040.00	T-Note	912828WV: Aaa	1.364000%	11-Jan-16	31-Jul-19	1,297
	3,974,960.00	T-Note	912828XK: Aaa	1.129000%	11-Jan-16	15-Jul-18	916
	3,005,625.00	T-Note	912828L4: Aaa	0.927000%	01-Feb-16	15-Sep-18	957
	2,984,765.63	T-Note	912828TR: Aaa	1.142000%	01-Feb-16	30-Sep-19	1,337
	3,031,171.88	T-Note	912828WD: Aaa	0.857000%	23-Feb-16	31-Oct-18	981

1,997,656.25	T-Note	912828TN(Aaa	1.034000%	23-Feb-16	31-Aug-19	1,285
3,005,625.00	T-Note	912828K8z(Aaa	0.914000%	03-Jun-16	15-Aug-18	803
2,021,250.00	T-Note	912828XE(Aaa	1.226000%	03-Jun-16	31-May-20	1,458
3,014,648.44	T-Note	912828XA(Aaa	0.740000%	22-Jun-16	15-May-18	692
3,054,843.75	T-Note	912828WL(Aaa	0.869000%	22-Jun-16	31-May-19	1,073
2,000,000.00	T-Note	912828Q5(Aaa	0.875000%	13-Sep-16	15-Apr-19	944
2,033,160.00	T-Note	912828F6z(Aaa	0.961000%	13-Sep-16	31-Oct-19	1,143
2,034,375.00	T-Note	912828XHi(Aaa	1.146000%	27-Oct-16	30-Jun-20	1,342
2,014,375.00	T-Note	912828L65(Aaa	1.187000%	27-Oct-16	30-Sep-20	1,434
4,015,937.50	T-Note	912828SN(Aaa	1.315000%	20-Jan-17	31-Mar-19	800
3,971,562.50	T-Note	912828J84(Aaa	1.375000%	20-Jan-17	31-Mar-20	1,166
2,995,327.08	T-Note	912828XM(Aaa	1.670000%	05-Jan-17	31-Jul-20	1,303
6,805,288.98	T-Note	912828P87(Aaa	1.824000%	05-Jan-17	28-Feb-21	1,515
4,935,937.50	T-Note	912828L32(Aaa	1.755000%	03-Mar-17	31-Aug-20	1,277
4,997,460.94	T-Note	912828F6z(Aaa	1.519000%	03-Mar-17	31-Oct-19	972
3,954,160.00	T-Note	912828L9(Aaa	1.706000%	31-Mar-17	31-Oct-20	1,310
2,995,591.08	T-Note	912828ST(Aaa	1.331000%	29-Jun-17	30-Apr-19	670
4,021,718.75	T-Note	912828D8(Aaa	1.370000%	29-Jun-17	31-Aug-19	793
3,006,750.00	T-Note	912828X21(Aaa	1.411000%	13-Sep-17	15-Apr-20	945

##

125,391,662.00
(7,091,335.94)
118,300,326.06

TOTALS

U. S. AGENCIES & GOVERNMENT SECURITIES:

Brokered CD's	5,704,000.00
Municipal Obligations	1,679,228.60
TREAS Treasury Notes and Bills	110,917,097.46
FNMA Federal National Mortgage Association	0.00
FHDN Federal Home Loan Discount Note	0.00
INTR International Bank	0.00
FFCB Federal Farm Credit Banks	0.00

TOTAL

118,300,326.06

Investment Ratios

CD's	4.82%
Municipal Obligations	1.42%
US T-Bills/Notes	93.76%
FNMA	0.00%
FHLB	0.00%
FFCB	0.00%
	<u>100.00%</u>

Packet Information

File #: 2017-1677, **Version:** 1

A RESOLUTION REVISING THE INVESTMENT POLICY OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Issue/Request:

This is a request to approve and adopt the revised draft of the City of Lee's Summit Investment Policy.

Key Issues:

The Office of the Missouri State Treasurer is required by state law to publish a recommended model investment policy for use by political subdivisions. State law also requires that all political subdivisions that are authorized to invest idle funds in various government securities shall adopt a formal investment policy that includes specific elements and requirements. The City's Cash Management Officer currently manages the City's investment program based on an investment policy adopted in 2010. The current investment policy closely follows the State's recommended model policy as it existed at that time. The proposed investment policy draft includes updates from the current State model policy. Attachments include a proposed adopting resolution, the City's revised investment policy draft, the State's original model policy with our tracked revisions, and the current City investment policy.

Proposed City Council Motion:

I move for recommendation of approval by City Council of the resolution adopting the revised City of Lee's Summit Investment Policy.

Presenter: Bette Wordelman

Recommendation: Staff recommends approval of the revised Investment Policy.

Committee Recommendation: It is the recommendation of the Budget and Finance Committee to recommend approval of the resolution no. xxx adopting the revised City of Lee's Summit Investment Policy as presented.

RESOLUTION NO. _____

A RESOLUTION REVISING THE INVESTMENT POLICY OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City receives taxes, fees and charges at different times throughout the year that are not immediately needed to pay for goods and services; and

WHEREAS, the different funds of the City have varying thresholds for minimum fund balances; and

WHEREAS, the City occasionally receives proceeds from the sale of bonds for the purpose of financing capital projects over extended periods of time; and

WHEREAS, the Office of the Missouri State Treasurer publishes a recommended model investment policy for local governments as required by Missouri Revised Statutes 30.950; and

WHEREAS, Missouri Revised Statutes 30.950 requires that every political subdivision of this state which is responsible for the management and investment of public funds and which has existing authority to invest such funds in a manner other than in depository accounts at financial institutions in this state shall promulgate, formally adopt and comply with a written investment policy; and

WHEREAS, the City wishes to demonstrate compliance with the provisions of Missouri Revised Statutes 30.950 as appropriate; and

WHEREAS, the City wishes to invest these public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City in conformance with applicable state and local statutes and ordinances regarding investments.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the revised City of Lee's Summit, Missouri Investment Policy, which guides the City on investing public funds for the highest investment return and with the maximum security be adopted by the City Council.

PASSED AND ADOPTED by the City Council for the City of Lee's Summit, Missouri this _____ day of December, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

City Attorney Brian Head



LEE'S SUMMIT MISSOURI

INVESTMENT POLICY

I. Scope

This policy applies to the investment of all operating funds of the City of Lee's Summit, hereinafter referred to as City. Longer-term funds, including proceeds from certain bond issues, are covered by a separate policy.

A. Pooling of Funds

Except for cash in certain restricted and special funds, the City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

B. External Management of Funds

Investment through external programs, facilities and professionals operating in a manner consistent with this policy will constitute compliance.

II. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

A. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

1. Credit Risk

The City will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Pre-qualifying the financial institutions, broker/dealers, intermediaries and advisors with which the City will do business.
- Diversifying the portfolio so that potential losses on individual securities will be minimized.

2. Interest Rate Risk

The City will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Emphasizing investment of operating funds in shorter-term securities.

B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in bank deposits or repurchase agreements that offer same-day liquidity for short-term funds.

C. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities should not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

III. Standards of Care

A. Prudence

All participants in the investment process shall act responsibly as custodians of the public trust. The standard of prudence to be applied by the investment staff is the “prudent investor” rule, which states, “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

B. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Such disclosure shall be made to the Finance Director or, in the case of the Finance Director, to the City Manager. Employees and officers shall refrain from undertaking personal investment transactions with the same person at any financial institution with which business is conducted on behalf of the City.

C. Delegation of Authority

Authority to manage the investment program is granted to the Finance Director and designated staff, hereinafter referred to as investment officer, and derived from the City Charter and Code of Ordinances, Article IV. Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with the established written procedures and internal controls for the operation of the investment program consistent with this investment policy.

Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

IV. Investment Transactions

A. Authorized Financial Dealers and Institutions

A list will be maintained of financial institutions authorized to provide investment transactions. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness as determined by the investment officer and approved by the governing body. These may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements.
- Certification of having read and understood and agreeing to comply with the City’s investment policy.

The City may also request the following documents:

- Proof of National Association of Securities Dealers (NASD) certification.
- Proof of state registration.
- Completed broker/dealer questionnaire.

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the investment officer.

To maximize efficiency, the City will limit the number of authorized financial institutions and broker/dealers to (10) ten. This list may be reviewed annually and if any institution has not submitted a bid in response to recent requests, it may be removed from the current list. The approved financial institutions and broker/dealers will be required to have a presence within the State of Missouri (preferably local).

B. Internal Controls

The investment officer, in coordination with the controller, is responsible for establishing and maintaining an internal control structure that will be reviewed annually with the City’s independent auditor. The internal control structure shall be designed to ensure that the assets of the City are protected from loss, theft or misuse and to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgements by management.

The internal controls shall address the following points:

- Control of collusion.
- Separation of transaction authority from accounting and record keeping.

- Custodial safekeeping.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investment and wire transfers.
- Development of a wire transfer agreement with the lead bank and third party custodian.

C. Delivery vs. Payment

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in eligible financial institutions prior to the release of funds. All securities shall be perfected in the name for the account of the City and shall be held by a third-party custodian as evidenced by safekeeping receipts.

V. Suitable and Authorized Investments

A. Investment types

In accordance with and subject to restrictions imposed by current statutes, the following list represents the entire range of investments that the City will consider and which shall be authorized for the investments of funds by the City.

1. Governmental and Agency Debt – those securities issued by and or guaranteed by the Federal Government or an Agency or Instrumentality of the Federal Government:

a. **United States Treasury Securities.** The City may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.

b. **United States Agency Securities.** The City may invest in obligations issued or guaranteed by any agency of the United States Government as described in Section V.,B.

2. Fixed Income Investments secured by the FDIC insurance and/or Collateral:

a. **Repurchase Agreements.** The City may invest in contractual agreements between the City and commercial banks or government securities dealers. The purchaser in a repurchase agreement (repo) enters into a contractual agreement to purchase U.S Treasury and government agency securities while simultaneously agreeing to resell the securities at predetermined dates and prices.

b. **Collateralized Public Deposits (Certificates of Deposit).** Instruments issued by financial institutions which state that specified sums have been deposited for specific periods of time and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities as dictated by State statute.

B. Security Selection

The following list represents the entire range of United States Agency Securities that the City will consider and which shall be authorized for the investment of funds by the City.

Additionally, the following definitions and guidelines should be used in purchasing the instruments:

- U.S Govt. Agency Coupon and Zero Coupon Securities. Bullet coupon bonds with no

embedded options with maturities of five (5) years or less.

- U.S Govt. Agency Discount Notes. Purchased at a discount with maximum maturities of one (1) year.
- U.S Govt. Agency Callable Securities. Restricted to securities callable at par only with final maturities of five (5) years or less.
- U.S Govt. Agency Step-up Securities. The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new higher fixed term. Restricted to securities with final maturities of five (5) years or less.

C. Investment Restrictions and Prohibited Transactions

To provide for the safety and liquidity of the City's funds, the investment portfolio will be subject to the following restrictions:

- Borrowing strictly for investment purposes ("Leverage") is prohibited.
- Instruments known as variable rate demand notes, floaters, inverse floaters, leveraged floaters, and equity-linked securities are not permitted. Investment in any instrument, which is commonly considered a "derivative" instrument (e.g. options, futures, swaps, caps, floors, and collars), is prohibited.
- Contracting to sell securities not yet acquired in order to purchase other securities for purpose of speculating on developments or trends in the market is prohibited.

D. Collateralization

Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements. The market value of the collateral should be maintained at a value of at least 105% of the amount of the deposit or repurchase agreement plus accrued interest to maturity, less the amount, if any, which is insured by the Federal Deposit Insurance Corporation, or the National Credit Unions Share Insurance Fund.

All securities, which serve as collateral against the deposits placed with a depository institution, must be held in safekeeping at a non-affiliated custodial facility. Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish the necessary custodial receipts with five business days from the settlement date.

The City shall have a depository contract and pledge agreement with each safekeeping bank that will comply with the Financial Institutions, Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This will ensure that the City's security interest in collateral pledged to secure deposits is enforceable against the receiver of a failed financial institution.

E. Repurchase Agreements

The securities for which repurchase agreements will be transacted will be limited to U.S Treasury and government agency securities that are eligible to be delivered via the Federal Reserve Fedwire book entry system. Securities will be delivered to the City's designated Custodial Agent. Funds and securities will be transferred on a delivery vs. payment basis when applicable.

VI. Investment Parameters

A. Diversification

The investments shall be diversified to minimize the risk of loss resulting from over concentration of assets in a specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:

Investment Type	Minimum Allocation	Maximum Allocation
General Time Deposit/Certificates of Deposit	0%	30%
US Treasury Securities	15%	100%
US Government Agencies & Government Sponsored Enterprises	0%	50%
US Government Agency Callable Securities	0%	15%

B. Maximum Maturities

To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Investments in repurchase agreements shall mature and become payable not more than ninety days (90) from the date of purchase.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as in bank deposits or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

VII. Reporting

A. Methods

The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the governing body of the City. The report will include the following:

- Listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration (in accordance with Government Accounting Standards Board (GASB) 31 requirements). [Note, this is only required annually]
- Listing of investment by maturity date.
- Percentage of the total portfolio which each type of investment represents.

B. Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. Appropriate benchmarks may be established against which portfolio

performance shall be compared on a regular basis.

C. Marking to Market

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least annually to the governing body of the City. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed.

VIII. Policy Considerations

A. Exemption

Any investment currently held that does not meet the guidelines of this policy shall be exempt from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

B. Adoption of policy

This policy shall be adopted by action of the City of Lee's Summit's governing body. The policy shall be reviewed annually by the investment officer and recommended changes will be presented to the governing body for consideration. Changes in investment procedure/direction will be reported in the quarterly investment report in the recommendations section.

INVESTMENT POLICY

I. Scope

This policy applies to the investment of all operating funds of the City of Lee's Summit, hereinafter referred to as City. Longer-term funds, including proceeds from certain bond issues, are covered by a separate policy.

Pooling of Funds

Except for cash in certain restricted and special funds, the City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

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Investment through external programs, facilities and professionals operating in a manner consistent with this policy will constitute compliance.

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The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

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Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

1. Credit Risk

The City will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Pre-qualifying the financial institutions, broker/dealers, intermediaries and advisors with which the City will do business.
- Diversifying the portfolio so that potential losses on individual securities will be minimized.

2. Interest Rate Risk

The City will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
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The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in bank deposits or repurchase agreements that offer same-day liquidity for short-term funds.

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The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities should not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.

- Liquidity needs of the portfolio require that the security be sold.

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A. Prudence

All participants in the investment process shall act responsibly as custodians of the public trust. The standard of prudence to be applied by the investment staff is the “prudent investor” rule, which states, “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

B. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Such disclosure shall be made to the Finance Director or, in the case of the Finance Director, to the City Manager. Employees and officers shall refrain from undertaking personal investment transactions with the same person at any financial institution with which business is conducted on behalf of the City.

C. Delegation of Authority

Authority to manage the investment program is granted to the Finance Director and designated staff, hereinafter referred to as investment officer, and derived from the City Charter and Code of Ordinances, Article IV. Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with the established written procedures and internal controls for the operation of the investment program consistent with this investment policy.

Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

IV. Investment Transactions

A. Authorized Financial Dealers and Institutions

A list will be maintained of financial institutions authorized to provide investment transactions. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness as determined by the investment officer and approved by the governing body. These may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements.

- Certification of having read and understood and agreeing to comply with the City's investment policy.

The City may also request the following documents:

- Proof of National Association of Securities Dealers (NASD) certification.
- Proof of state registration.
- Completed broker/dealer questionnaire.

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the investment officer. To maximize efficiency, the City will limit the number of authorized financial institutions and broker/dealers to (10) ten. This list will be reviewed annually and if any institution has not submitted a bid in response to recent requests, it may be removed from the current list. The approved financial institutions and broker/dealers will be required to have a presence within the State of Missouri (preferably local).

B. Internal Controls

The investment officer, in coordination with the controller, is responsible for establishing and maintaining an internal control structure that will be reviewed annually with the City's independent auditor. The internal control structure shall be designed to ensure that the assets of the City are protected from loss, theft or misuse and to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgements by management.

The internal controls shall address the following points:

- Control of collusion.
- Separation of transaction authority from accounting and record keeping.
- Custodial safekeeping.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investment and wire transfers.
- Development of a wire transfer agreement with the lead bank and third party custodian.

C. Delivery vs. Payment

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in eligible financial institutions prior to the release of funds. All securities shall be perfected in the name for the account of the City and shall be held by a third-party custodian as evidenced by safekeeping receipts.

V. Suitable and Authorized Investments

A. Investment types

In accordance with and subject to restrictions imposed by current statues, the following list represents the entire range of investments that the City will consider and which shall be authorized for the investments of funds by the City.

1. *Governmental and Agency Debt – those securities issued by and or guaranteed by the Federal Government or an Agency or Instrumentality of the Federal Government:*

- a. **United States Treasury Securities.** The City may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- b. **United States Agency Securities.** The City may invest in obligations issued or guaranteed by any agency of the United States Government as described in Section V.,B.

2. *Fixed Income Investments secured by the FDIC insurance and/or Collateral:*

- a. **Repurchase Agreements.** The City may invest in contractual agreements between the City and commercial banks or government securities dealers. The purchaser in a repurchase agreement (repo) enters into a contractual agreement to purchase U.S Treasury and government agency securities while simultaneously agreeing to resell the securities at predetermined dates and prices.
- b. **Collateralized Public Deposits (Certificates of Deposit).** Instruments issued by financial institutions which state that specified sums have been deposited for specific periods of time and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities as dictated by State statute.

B. Security Selection

The following list represents the entire range of United States Agency Securities that the City will consider and which shall be authorized for the investment of funds by the City. Additionally, the following definitions and guidelines should be used in purchasing the instruments:

- U.S Govt. Agency Coupon and Zero Coupon Securities. Bullet coupon bonds with no embedded options with maturities of five (5) years or less.
- U.S Govt. Agency Discount Notes. Purchased at a discount with maximum maturities of one (1) year.
- U.S Govt. Agency Callable Securities. Restricted to securities callable at par only with final maturities of five (5) years or less.
- U.S Govt. Agency Step-up Securities. The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new higher fixed term. Restricted to securities with final maturities of five (5) years or less.

C. Investment Restrictions and Prohibited Transactions

To provide for the safety and liquidity of the City's funds, the investment portfolio will be subject to the following restrictions:

- Borrowing strictly for investment purposes ("Leverage") is prohibited.
- Instruments known as variable rate demand notes, floaters, inverse floaters, leveraged floaters, and equity-linked securities are not permitted. Investment in any instrument, which is commonly considered a "derivative" instrument (e.g. options, futures, swaps, caps, floors, and collars), is prohibited.
- Contracting to sell securities not yet acquired in order to purchase other securities for purpose of speculating on developments or trends in the market is prohibited.

D. Collateralization

Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements. The market value of the collateral should be maintained at a value of at least 105% of the amount of the deposit or repurchase agreement plus accrued interest to maturity,

less the amount, if any, which is insured by the Federal Deposit Insurance Corporation, or the National Credit Unions Share Insurance Fund.

All securities, which serve as collateral against the deposits placed with a depository institution, must be held in safekeeping at a non-affiliated custodial facility.

Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish the necessary custodial receipts with five business days from the settlement date.

The City shall have a depository contract and pledge agreement with each safekeeping bank that will comply with the Financial Institutions, Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This will ensure that the City's security interest in collateral pledged to secure deposits is enforceable against the receiver of a failed financial institution.

E. Repurchase Agreements

The securities for which repurchase agreements will be transacted will be limited to U.S Treasury and government agency securities that are eligible to be delivered via the Federal Reserve Fedwire book entry system. Securities will be delivered to the City's designated Custodial Agent. Funds and securities will be transferred on a delivery vs. payment basis when applicable.

VI. Investment Parameters

A. Diversification

The investments shall be diversified to minimize the risk of loss resulting from over concentration of assets in a specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:

Investment Type	Minimum Allocation	Maximum Allocation
General Time Deposit/Certificates of Deposit	0%	30%
US Treasury Securities	15%	100%
US Government Agencies & Government Sponsored Enterprises	0%	50%
US Government Agency Callable Securities	0%	15%

B. Maximum Maturities

To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Investments in repurchase agreements shall mature and become payable not more than ninety days (90) from the date of purchase.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as in bank deposits or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

VII. Reporting

A. Methods

The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be

prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the governing body of the City. The report will include the following:

- Listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration (in accordance with Government Accounting Standards Board (GASB) 31 requirements). [Note, this is only required annually]
- Listing of investment by maturity date.
- Percentage of the total portfolio which each type of investment represents.

B. Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. Appropriate benchmarks may be established against which portfolio performance shall be compared on a regular basis.

C. Marking to Market

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least annually to the governing body of the City. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed.

VIII. Policy

Considerations

Exemption

Any investment currently held that does not meet the guidelines of this policy shall be exempt from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

Adoption of policy

This policy shall be adopted by action of the City of Lee's Summit's governing body. The policy shall be reviewed annually by the investment officer and recommended changes will be presented to the governing body for consideration. Changes in investment procedure/direction will be reported in the quarterly investment report in the recommendations section.

City of Lee's Summit Investment Policy

It is the policy of the City of Lee's Summit and the duty of the Cash Management Officer to invest the public funds in the custody of the Cash Management Officer to provide the highest investment return consistent with maximum security while meeting the daily cash flow demands of the City in conformance with the constitution and laws of the State of Missouri and the Charter of the City of Lee's Summit.

I. Scope

This policy applies to the investment of all operating funds of the City of Lee's Summit.

1. **Pooling of Funds** Except for cash in certain restricted and special funds, the City of Lee's Summit will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with Generally Accepted Accounting Principles by using prior end of month cash balances.

II. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. **Safety of principal** is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

- a. **Credit Risk** The City of Lee's Summit will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City of Lee's Summit will do business.

Diversification of the investment portfolio so that potential losses on individual securities will be minimized.

- b. **Interest Rate Risk** The City of Lee's Summit will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

Structuring the investment portfolio; so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.

- c. **Maturity based on "laddered approach"** The City of Lee's Summit will base maturities on a "laddered" approach. Maturity dates will be chosen: 1) to match debt payment dates; 2) laddered to meet expenses and ensure availability of funds. Yield curves will be examined to attain the best yield and while ensuring liquidity to meet anticipated cash flow requirements.

2. **Liquidity** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Investments must also be maintained within the allowed allocation diversification. A portion of the portfolio also is placed in bank deposits/ repurchase agreements that offer same day liquidity for short term funds.

3. **Yield** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

4. **Mark to Market** An adjustment to the total investment portfolio shall be made quarterly to revalue the portfolio to the prevailing market prices.

III. Standards of Care

1. **Prudence** The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

2. **Ethics and Conflicts of Interest** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City of Lee’s Summit.

3. **Delegation of Authority** Authority to manage the investment program is granted to the Cash Management Officer, hereinafter referred to as investment officer. Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

IV. Safekeeping and Custody

1. Authorized Financial Dealers and Institutions A list will be maintained of financial institutions authorized to provide investment services. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation). These may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions shall supply the following as appropriate:

- Audited financial statements

- Completed broker/dealer application/information form

- Certification of having read and understood and agreeing to comply with the City of Lee's Summit investment policy.

The City of Lee's Summit may also request:

- Proof of National Association of Securities Dealers (NASD) certification

- Proof of state registration

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers may be conducted by the investment officer.

To maximize yield the City of Lee's Summit will limit the number of authorized institutions and broker/dealers to (10) ten. This list may be reviewed annually and if any institution has not submitted a bid, it may be removed from the current list.

All approved financial institutions and broker/ dealers will be required to have a presence within the State of Missouri (preferably local).

2. Internal Controls The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City of Lee's Summit are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the investment officer shall make available all records and transactions for review as a part of the external auditors normal audit procedures. Including the following internal control points:

Control of collusion

- Custodial safekeeping

- Avoidance of physical delivery securities

- Written confirmation of transactions for investments and wire transfers

- Development of a wire transfer agreement with the lead bank and third-party custodian

3. **Delivery vs. Payment** All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.

V. Suitable and Authorized Investments

1. **Investment Types** Consistent with the GFOA Policy Statement on State and Local Laws Concerning Investment Practices, the following investments will be permitted by this policy and are those defined by state and local law where applicable:

U.S. government obligations, U.S. government agency obligations, and U.S. government instrumentality obligations, which have a liquid market with a readily determinable market value;

Certificates of deposit and other evidences of deposit at financial institutions;

Investment-grade obligations of the states of Missouri or Kansas that are "A" rated or better;

Repurchase agreements whose underlying purchased securities consist of the foregoing;

Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities;

and Local Government Investment Pools, either state-administered or through joint powers statutes and other intergovernmental agreement legislation.

Investment in derivatives of the above instruments or leveraging shall be prohibited per Missouri Revised Statutes.

2. **Collateralization** All deposits placed in financial institutions must be at least 105% collateralized with securities that are acceptable to the Finance Director, City of Lee's Summit.

All securities, which serve as collateral against deposits of a depository institution, must be safekept at a non-affiliated custodial facility. Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish necessary custodial receipts.

3. **Repurchase Agreements** Repurchase agreements shall be consistent with Government Finance Officers Association (GFOA) Recommended Practices on Repurchase Agreements. The City of Lee's Summit will enter into a repurchase agreement (repo) to investment funds on a short-term basis. The City will purchase securities from the bank and at the same time, the bank contractually agrees to repurchase the securities at the same price (plus interest). The Repo is purchased at the close of business each day and sold at the start of business the next business day. This provides a secure money market rate of interest and is an integral part of the investment program.

VI. Investment Parameters

1. **Diversification** The investments shall be diversified by:

- limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),

- limiting investment in securities that have higher credit risks,
- investing in securities with varying maturities, and
- continuously investing a portion of the portfolio in readily available funds such as Local Government Investment Pools (LGIPs),
- money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Investment Type	Minimum Allocation	Maximum Allocation
General Time Deposits/Certificates of Deposit	0%	30%
US Treasury Securities having principal and interest guaranteed by the US Gov't	15%	100%
US Government Agencies & Government Sponsored Enterprises	0%	75%
US Government Agency Callable Securities	0%	15%
Missouri/Kansas State or Municipal Debt	0%	25%

2. Maximum Maturities To the extent possible, the City of Lee's Summit shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City of Lee's Summit will not directly invest in securities maturing more than five (5) years from the date of purchase or in accordance with state and local statutes and ordinances.

Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the legislative body.

Because of the inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds including but not limited to overnight repurchase agreements, Local Government Investment Pools (LGIPs) or money market funds to ensure that appropriate liquidity is maintained to meet ongoing obligations.

3. Competitive Selection of Investment Instruments Before investments of surplus funds are placed, a competitive "Bid" process (consisting of quoted interest or yield rates, dollar prices, or

discount rates) may be conducted. Bids will be requested from at least three approved institutions. Bidders are required to bid a firm price or yield, which will remain effective for a reasonable time period (approximately 15 minutes or less), given market fluctuations, to allow further bids to be received. Typically, award will be made to the bidder offering the highest effective yield consistent with this Policy; however, transaction costs, diversification requirements, extraordinary events and other factors may be considered by the Cash Management Officer when awarding investments.

VII. Reporting

1. **Methods** The Cash Management Officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the City of Lee's Summit to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the legislative body. The report will include the following:

- Listing of individual securities purchased during the reporting period.

- Listing of securities matured during the reporting period.

- Cash flow percentage of the total portfolio by maturity year.

- Average portfolio yield.

- Summary of cash balances, showing current period and three prior periods.

- A full list of securities held with maturity dates, purchase date, type of security and yield is available by request.

2. **Performance Standards** The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks shall be established against which portfolio performance shall be compared on a regular basis.

VIII. Policy Considerations

1. **Exemption** Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

2. **Amendments** This policy shall be reviewed on an annual basis. Any changes must be approved by the City Manager.

City of Lee's Summit Safekeeping Procedure

Safekeeping and Custody

All investment securities purchased shall be held in safekeeping at a designated third party custodian currently UMB Bank. The institution shall issue a safekeeping receipt for each security, listing the specific instrument, par value, rate, CUSIP number and other pertinent information.

Delivery vs Payment (DVP)

Written delivery instructions are provided to approved broker/ dealers. All security transactions should be accomplished on a delivery versus payment (DVP) basis. Securities being purchased shall be delivered to the City of Lee's Summit's safekeeping agent, in the name of the City, before payment is released.

Collateralization

Deposit type securities shall be collateralized for any amount exceeding FDIC coverage. Other investments shall be collateralized by the actual security held in safekeeping. The collateral for repurchase agreements will, at all times, be no less than 105% of the value of the repurchase agreement. Notification will be received from third party custodian, currently UMB Bank, requesting the release of maturing or over pledged securities. The Cash Management Officer will authorize the release and the Federal Reserve Bank will call to confirm the release with the Finance Director, Assistant Finance Director or the Financial Analyst.

Repurchase Agreements

The Repo is a contractual transaction between the City and an issuing financial institution. The City of Lee's Summit changes cash for temporary ownership or control of collateral securities, with an agreement between parties that on a future date, the financial institution will repurchase the securities. The City's funds are swept into an overnight repo which is written for one day.

Payment by Wire Transfer

The City of Lee's Summit makes payments by wire transfer for debt obligations, payroll expenses, Jackson County tax payments, etc. The bank (UMB Bank) is telephoned and given wire instructions for the transfer of funds. The bank will make a return call to another authorized person to confirm the wire instructions received.

Packet Information

File #: TMP-0741, Version: 1

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SPECIAL OBLIGATION TAX INCREMENT AND SPECIAL DISTRICT REFUNDING AND IMPROVEMENT BONDS (SUMMIT FAIR PROJECT), SERIES 2017 OF THE CITY OF LEE'S SUMMIT, MISSOURI, AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE BONDS.

The City is authorized and empowered under its Charter and the Revised Statutes of Missouri, as amended, to issue bonds for the purpose of providing funds to finance the costs of certain redevelopment projects, to refund the bonds validly issued for such purposes and to pay certain costs related to the issuance of such bonds

The City has (a) approved a plan for redevelopment known as the "Lee's Summit East Amended and Restated Tax Increment Financing Plan" (as amended, the "Redevelopment Plan") for certain areas described therein, including an area designated and described in the Redevelopment Plan as "Project Area 1" and "Project Area 5" (together, the "Redevelopment Area"), (b) designated the Redevelopment Area, along with other property described in the Redevelopment Plan, as a "blighted area" within the meaning of the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri, as amended (the "TIF Act"), (c) approved projects and adopted tax increment financing for Project Area 1 and Project Area 5, and (d) designated RED Lee's Summit East, LLC, a Missouri limited liability company (the "Developer"), as the developer to implement the Redevelopment Plan with respect to the Redevelopment Area.

On May 27, 2008, the City and the Developer entered into an Amended and Restated Tax Increment Financing Contract (as amended, the "Redevelopment Agreement"), which provides for the funding and financing of certain Reimbursable Project Costs, as defined therein.

On April 17, 2008, the City Council, by adoption of Ordinance No. 6619, established the Summit Fair Community Improvement District, a community improvement district and political subdivision of the State of Missouri (the "CID") for the purpose of providing funding through the imposition of a sales tax and special assessments for a portion of the Reimbursable Project Costs that are eligible to be funded with revenues of the CID.

In order to provide financing for certain Reimbursable Project Costs, the City has issued the City of Lee's Summit, Missouri Tax Increment Revenue Bonds (Summit Fair Project), Series 2011 (the "Series 2011 Bonds"), in the original principal amount of \$22,300,000.

The City has determined that it is in the best interest of the City to issue its Special Obligation Tax Increment and Special District Refunding and Improvement Bonds (Summit Fair Project), Series 2017 (the "Series 2017 Bonds") for the purpose of (a) financing additional Reimbursable Project Costs relating to the Redevelopment Plan, (b) advance refunding the outstanding principal amount of the Series 2011 Bonds (the "Refunded Bonds"), (c) funding a debt service reserve deposit for the Series 2017 Bonds, and (d) paying the costs of issuance of the Series 2017 Bonds and the incidental costs of refunding the Refunded Bonds.

Recommendation: Staff Recommends approval of an ordinance issuing Special Obligation Tax Increment and Special District Refunding and Improvement Bonds

Presenter: Conrad E. Lamb, Finance Director

Committee Recommendation:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SPECIAL OBLIGATION TAX INCREMENT AND SPECIAL DISTRICT REFUNDING AND IMPROVEMENT BONDS (SUMMIT FAIR PROJECT), SERIES 2017 OF THE CITY OF LEE'S SUMMIT, MISSOURI, AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE BONDS.

WHEREAS, the City is authorized and empowered under its Charter and the Revised Statutes of Missouri, as amended, to issue bonds for the purpose of providing funds to finance the costs of certain redevelopment projects, to refund the bonds validly issued for such purposes and to pay certain costs related to the issuance of such bonds.

WHEREAS, the City has (a) approved a plan for redevelopment known as the "Lee's Summit East Amended and Restated Tax Increment Financing Plan" (as amended, the "Redevelopment Plan") for certain areas described therein, including an area designated and described in the Redevelopment Plan as "Project Area 1" and "Project Area 5" (together, the "Redevelopment Area"), (b) designated the Redevelopment Area, along with other property described in the Redevelopment Plan, as a "blighted area" within the meaning of the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri, as amended (the "TIF Act"), (c) approved projects and adopted tax increment financing for Project Area 1 and Project Area 5, and (d) designated RED Lee's Summit East, LLC, a Missouri limited liability company (the "Developer"), as the developer to implement the Redevelopment Plan with respect to the Redevelopment Area.

WHEREAS, on May 27, 2008, the City and the Developer entered into an Amended and Restated Tax Increment Financing Contract (as amended, the "Redevelopment Agreement"), which provides for the funding and financing of certain Reimbursable Project Costs, as defined therein.

WHEREAS, on April 17, 2008, the City Council, by adoption of Ordinance No. 6619, established the Summit Fair Community Improvement District, a community improvement district and political subdivision of the State of Missouri (the "CID") for the purpose of providing funding through the imposition of a sales tax and special assessments for a portion of the Reimbursable Project Costs that are eligible to be funded with revenues of the CID.

WHEREAS, in order to provide financing for certain Reimbursable Project Costs, the City has issued the City of Lee's Summit, Missouri Tax Increment Revenue Bonds (Summit Fair Project), Series 2011 (the "Series 2011 Bonds"), in the original principal amount of \$22,300,000.

WHEREAS, the City has determined that it is in the best interest of the City to issue its Special Obligation Tax Increment and Special District Refunding and Improvement Bonds (Summit Fair Project), Series 2017 (the "Series 2017 Bonds") for the purpose of (a) financing additional Reimbursable Project Costs relating to the Redevelopment Plan, (b) advance refunding the outstanding principal amount of the Series 2011 Bonds (the "Refunded Bonds"), (c) funding a debt service reserve deposit for the Series 2017 Bonds, and (d) paying the costs of issuance of the Series 2017 Bonds and the incidental costs of refunding the Refunded Bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, AS FOLLOWS:

SECTION 1. Approval of Execution and Delivery of the Series 2017 Bonds. The City Council hereby approves the execution, delivery and sale by the City of the Series 2017 Bonds in the aggregate principal amount of not to exceed \$ _____ for the purpose of (i) financing additional Reimbursable

Project Costs relating to the Redevelopment Plan, (ii) advance refunding the Refunded Bonds, (iii) funding a debt service reserve deposit for the Series 2017 Bonds, and (iv) paying the costs of issuance of the Series 2017 Bonds and the incidental costs of refunding the Refunded Bonds. The Series 2017 Bonds shall be secured as provided in the herein approved Indenture. The final terms of the Series 2017 Bonds shall be specified in the Indenture and the Purchase Contract described herein upon the execution thereof, and the signatures of the Mayor when executing such Indenture and the Purchase Contract shall constitute conclusive evidence of the Mayor's approval and the City's approval thereof; provide, however, the Series 2017 Bonds shall be issued in a principal amount of not to exceed \$_____, shall bear interest at various rates not to exceed a true interest cost of ___%, shall have a final maturity not later than 2044, shall have a weighted average maturity of not less than ___ years nor more than ___ years, and shall be sold to Stifel, Nicolaus & Company, Incorporated, St. Louis, Missouri (the "Purchaser") with an underwriter's discount of not more than ___% (exclusive of any original issue discount) of the principal amount of the Series 2017 Bonds.

SECTION 2. Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms on file in the office of the City Clerk, with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

- (a) Trust Indenture (the "Indenture"), between the City and UMB Bank, N.A., as Trustee (the "Trustee"), pursuant to which the Series 2017 Bonds shall be issued;
- (b) Financing Agreement between the City and the CID, pursuant to which the City and the CID agree to the application of certain CID revenues to debt service on the Series 2017 Bonds;
- (c) Purchase Contract (the "Purchase Contract") by and among the City, the CID, the Developer and the Purchaser pursuant to which the City will sell the Series 2017 Bonds to the Purchaser upon the terms and conditions as set forth in the Purchase Contract;
- (d) Official Statement to be dated the date of execution and delivery of the Purchase Contract (the "Official Statement") setting forth information relating to the City and the Series 2017 Bonds (in the form of a Preliminary Official Statement which is herein approved);
- (e) Continuing Disclosure Agreement among the City, the CID, the Developer and UMB Bank, N.A., as Dissemination Agent, under which the City, the CID and the Developer agree to provide continuing disclosure of certain financial information, operating data and material events, for the benefit of the owners of the Series 2017 Bonds and to assist the Purchaser in complying with Rule 15c2-12 of the Securities and Exchange Commission;
- (f) Tax Compliance Agreement between the City and the Trustee entered into in order to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of the Series 2017 Bonds, to establish and maintain the exclusion of interest on the Series 2017 Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f) as set forth in the Tax Compliance Agreement; and
- (g) Escrow Trust Agreement between the City and UMB Bank, N.A., as trustee for the Refunded Bonds, relating to the advance refunding of the Refunded Bonds.

SECTION 3. Preliminary and Final Official Statement. The Preliminary Official Statement, in the form filed in the records of the City, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transactions related to the Series 2017 Bonds. The Mayor and the City Manager are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Series 2017 Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Series 2017 Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirements of such Rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

SECTION 4. Execution of Documents. The City is hereby authorized to enter into and the Mayor, the City Manager, the City Clerk and other officials and officers of the City are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 5. Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 6. Effective Date. This Ordinance shall take effect and be in full force from and after the date of its passage by the City Council and approval by the Mayor.

[remainder of page intentionally left blank]

PASSED by the City Council of the City of Lee's Summit, Missouri this _____ day of December, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said City this _____ day of December, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise Chisum

APPROVED AS TO FORM:

City Attorney

**EXCERPT OF MINUTES OF
MEETING OF THE CITY COUNCIL
OF THE CITY OF LEE’S SUMMIT, MISSOURI**

The City Council of the City of Lee’s Summit, Missouri, met in regular session on **December 7, 2017**, at 6:15 p.m., in the Council Chamber at City Hall, 220 SE Green Street, in Lee’s Summit, Missouri, and the following officials were present or absent as indicated:

Randall L. Rhoads, Mayor	Present / Absent
Rob Binney, Councilmember	Present / Absent
Trish Carlyle, Councilmember	Present / Absent
Fred DeMoro, Councilmember	Present / Absent
Phyllis Edson, Councilmember	Present / Absent
Craig Faith, Councilmember	Present / Absent
Diane Forte, Councilmember	Present / Absent
Dave Mosby, Councilmember	Present / Absent
Diane Seif, Councilmember	Present / Absent
Denise Chisum, City Clerk	Present / Absent

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

* * * * *

The matter of authorizing the issuance and delivery of not to exceed \$_____ principal amount of Special Obligation Tax Increment and Special District Refunding and Improvement Bonds (Summit Fair Project), Series 2017 of the City came on for consideration pursuant to an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SPECIAL OBLIGATION TAX INCREMENT AND SPECIAL DISTRICT REFUNDING AND IMPROVEMENT BONDS (SUMMIT FAIR PROJECT), SERIES 2017 OF THE CITY OF LEE’S SUMMIT, MISSOURI, AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE BONDS.

On motion duly made and seconded, the Bill was placed upon its first reading and was read by title, considered and discussed. Persons interested in the proposed Bill were given an opportunity to be heard. On motion duly made and seconded, the Council voted for a second reading and the motion passed.

* * * * *

(Other Proceedings)

* * * * *

There being no further business to come before the meeting of the City Council, on motion duly made, seconded and carried, the meeting was adjourned.

[SEAL]

City Clerk

**EXCERPT OF MINUTES OF
MEETING OF THE CITY COUNCIL
OF THE CITY OF LEE’S SUMMIT, MISSOURI**

The City Council of the City of Lee’s Summit, Missouri, met in special session on **December 14, 2017**, at 6:15 p.m., in the Council Chamber at City Hall, 220 SE Green Street, in Lee’s Summit, Missouri, and the following officials were present or absent as indicated:

Randall L. Rhoads, Mayor	Present / Absent
Rob Binney, Councilmember	Present / Absent
Trish Carlyle, Councilmember	Present / Absent
Fred DeMoro, Councilmember	Present / Absent
Phyllis Edson, Councilmember	Present / Absent
Craig Faith, Councilmember	Present / Absent
Diane Forte, Councilmember	Present / Absent
Dave Mosby, Councilmember	Present / Absent
Diane Seif, Councilmember	Present / Absent
Denise Chisum, City Clerk	Present / Absent

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

* * * * *

The matter of authorizing the issuance and delivery of not to exceed \$_____ principal amount of Special Obligation Tax Increment and Special District Refunding and Improvement Bonds (Summit Fair Project), Series 2017 of the City came on for consideration pursuant to an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SPECIAL OBLIGATION TAX INCREMENT AND SPECIAL DISTRICT REFUNDING AND IMPROVEMENT BONDS (SUMMIT FAIR PROJECT), SERIES 2017 OF THE CITY OF LEE’S SUMMIT, MISSOURI, AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE BONDS.

On motion duly made and seconded, the Bill was placed upon its second reading and final passage and was read by title, considered and discussed. Thereupon, the question was put to a roll call vote, and the vote thereon was as follows:

Aye: _____

Nay: _____

Abstain: _____

The Mayor declared said Bill duly passed and the Bill was then duly numbered Ordinance No. _____, and was signed and approved by the Mayor and attested by the City Clerk.

* * * * *

(Other Proceedings)

* * * * *

There being no further business to come before the meeting of the City Council, on motion duly made, seconded and carried, the meeting was adjourned.

[SEAL]

City Clerk

Packet Information

File #: 2017-1683, **Version:** 1

Approval of Purchase of Structural Firefighting Gear in the amount not to exceed \$76,000.

Issue/Request:

This request is for the approval to purchase structural firefighting gear, also known as bunker gear. This is an annual purchase to replace old or damaged gear, and to purchase gear for new members. This purchase was budgeted as a part of the operating budget for the Fire Department in the amount of \$76,000.

Key Issues:

This purchase is through a national co-op, NPP which has been approved by purchasing as a valid contract to use. This is a new co-op for the City and as per the new Procurement Policy the first time use of a new co-op must be approved by the City Council.

Proposed Committee Motion

I recommend approval of the purchase of structural firefighting gear for the Fire Department in the amount not to exceed \$76,000 and recommend it be forwarded to the full City Council for approval.

Proposed City Council Motion:

Background:

Structural Firefighting gear is an annual purchase made by the Fire Department to replace old or damaged gear and to equip new firefighters with bunker gear. Prior year's purchases were done via sole source with the same vendor; however this purchase was made available through an existing co-op that the City is able to use.

Presenter: Brian Austerman. Assistant Chief, Fire Dept.

Committee Recommendation:



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Des Collins (<https://nppgov.com/account>) | [Logout \(/lib/logout.php\)](/lib/logout.php)

Member ID: M-5718709

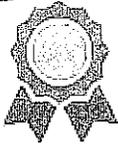
EXPLORE CONTRACTS ▼

FOR MEMBERS ▼

FOR VENDORS ▼

ABOUT US ▼

LION



Publicly Solicited Contract

START DATE:

July 14, 2016

POTENTIAL END DATE:

July 14, 2022

CONTRACT NUMBER:

PS16008

LEAD AGENCY:

Public Procurement Authority

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

Products on Contract

- Firefighter Turnout Gear
- Wildland Firefighting Gear
- Technical Rescue Ensembles
- Helmets
- Gloves
- Accessories
- Maintenance and Cleaning Services

Instructions to Access This Contract

Please contact your local LION representative or dealer to purchase from this contract. If you don't have a representative, you can contact LION Customer Service. Provide your NPPGov member ID and include it on your purchase order. If you have any questions, please contact NPPGov.

Contract Documents

PUBLIC PROCUREMENT AUTHORITY
MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 ("PPA" or "Purchaser") and LION ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Firefighter Personal Protective Equipment and related products and services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba FireRescue GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal RFP No. 1540 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, herein after referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the Public Procurement Authority, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this agreement.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The vendor retains authority to negotiate above and beyond the terms of this agreement to meet the customer or vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) Vendor's Proposal; and
- (iii) The RFP.

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the effective date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the initial term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, FireRescue GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the

applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

4.9 New products that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA will review and approve changes on a case by case basis.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty-days (30-days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of

Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be

deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:
Public Procurement Authority
25030 SW Parkway Ave.
Suite 330
Wilsonville OR 97070
ATTN: Heidi Arnold

If to Vendor:
Lion
7200 Poe Avenue
Suite 400
Dayton, OH 45414
ATTN: Will Antunes

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for products and services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed. Vendor shall not delegate its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of Purchaser. Purchaser may freely assign this Agreement to an instrumentality thereof or to a third party responsible for administering this Agreement on behalf of Purchaser.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon or in the case of a Participating Agency's use of this agreement, the laws of the state in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: Heidi Arnold
Printed Name: Heidi Arnold
Title: Contract Manager
Public Procurement Authority
Dated: 6/14/16

VENDOR:

Signature: [Signature]
Printed Name: Mark T. Smith
Title: Sr. Vice President
Lion
Dated: 6/14/2016

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
Fire (Firefighter) Turnouts or Turnout Gear	35% off List Prices
Wildland Fire Firefighting	35% off List Prices -
Technical Rescue Ensembles	35% off List Prices - TR-51
EMS Ensembles	35% off List Prices - TR-51
Helmets	35% off List Prices
Gloves	10% off List Prices
Boots	20% off List Prices
Accessories	35% off List Prices -
Maintenance and Cleaning Services	29% off List Prices -
Protective Garment Laundry Machines	n/a
Other	No Charge -

List Pricing Based on Current Annual Published Price List

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the state in which the Participating Agency exists. Each Participating Agency is required to execute an Intergovernmental Cooperative Purchasing Agreement (“IGA”), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency’s legal requirements as if it were the “Purchaser” hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Packet Information

File #: TMP-0682, **Version:** 1

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-001 FOR A YEARLY TERM & SUPPLY CONTRACT WITH FOUR POSSIBLE ONE YEAR RENEWALS FOR CITY ORDERED TOW SERVICES TO RON'S AUTO & TRUCK TOWING, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Issue/Request:

REQUEST TO APPROVE AND FORWARD TO CITY COUNCIL AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-001 FOR A YEARLY TERM & SUPPLY CONTRACT WITH FOUR POSSIBLE ONE YEAR RENEWALS FOR CITY ORDERED TOW SERVICES TO RON'S AUTO & TRUCK TOWING, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Key Issues:

- Provision of city ordered tow services establishes a tow services contract which not only provides services for City owned vehicles but is also utilized by the Police Department in case of traffic related incidences.
- The contract establishes firm rates for tow services provided as well as an agreed upon response time.
- Citizens of Lee's Summit and/or travelers through Lee's Summit may take advantage of established rates if they do not have a tow service provider preference and the request for service is made by LSPD.
- The contract also aids in reducing predatory tow practices.
- Procurement & Contract Services issued the bid which opened on October 3, 2017. The bid was posted on the City's e-bidding service Public Purchase as well as the City's internet. Sixteen potential vendors were notified and seven bids were received. All respondents tow lots were located within the established twenty mile radius from City Hall that was a bid requirement determined by the Tow Committee.
- The recommended bid award from the Tow Committee was presented to the Public Safety Advisory Board (PSAB) at the November 21, 2017 meeting.
- Upon the recommendation from the Tow Committee, the Public Safety Advisory Board recommends awarding the contract to Ron's Auto & Truck Towing, LLC.

Proposed Committee Motion:

I move to recommend to have forwarded to City Council AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-001 FOR A YEARLY TERM & SUPPLY CONTRACT WITH FOUR POSSIBLE ONE YEAR RENEWALS FOR CITY ORDERED TOW SERVICES TO RON'S AUTO & TRUCK TOWING, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Background:

- The original "Towing Service" Grievance Committee now known as the Tow Committee was originally

formed on May 10, 1977 per Resolution No. 77-14. Resolution No. 77-14 was amended on May 13, 1980 by Resolution No. 80-09, on May 2, 1989 by Resolution No. 89-21, on February 4, 1997, Resolution No. 97-02 and on May 3, 2001 by Resolution No. 01-08.

- On June 24, 2014 the City entered into a contract with ABC Tow. During the second renewal term, ABC Tow went out of business. It was determined that this created an emergency situation and that an informal bid be issued for an undetermined interim period until a formal bid could be issued. This resulted in a bid award to Ron's Auto & Trucking Towing, LLC, a one-time term & supply contract No. 2017-086 (Emergency Interim Tow Services). The contract term began on February 15, 2017.
- Multiple meetings were held with the Tow Committee, Fleet Manager Mark Stinson, Major Mansell of LSPD as well as potential tow service providers to establish a bid document that would foster competition as well as reflect more current industry standards and procedures.
- Ron's Auto & Truck Towing, LLC was the highest ranking company based on the evaluation criteria as well as providing the overall lowest pricing.

Presenter: Ben Calia, Procurement and Contract Services Manager

Recommendation:

City staff, the City of Lee's Summit's Tow Committee and Public Safety Advisory Board recommends that the Finance & Budget Committee recommends forwarding to the City Council an ordinance approving the award of bid no. 2018-001 for a yearly term & supply contract with four possible one year renewals for City ordered tow services to Ron's Auto & Truck Towing, LLC and authorizing the City Manager to execute the same by and on behalf of the City.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-001 FOR A YEARLY TERM & SUPPLY CONTRACT WITH FOUR POSSIBLE ONE YEAR RENEWALS FOR CITY ORDERED TOW SERVICES TO RON'S AUTO & TRUCK TOWING, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City of Lee's Summit, through the Procurement and Contract Services Division, issued Bid No. 2018-001 for tow services for City owned vehicles as well as for use by the Police Department for traffic related incidents; and,

WHEREAS, Bid No. 2018-001 was advertised through the City's e-procurement system, Public Purchase, and sent to sixteen (16) potential bidders; and,

WHEREAS, as of the close of the time period for submission and bid opening of Bid No. 2018-001, a total of seven (7) responses were received by the City; and,

WHEREAS, based upon the evaluation of bid responses, as well as the comparative cost analysis conducted by the Procurement and Contract Services Division, the project evaluation committee recommended award of Bid No. 2018-001 to Ron's Auto & Truck Towing, LLC.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That Bid No. 2018-001 be and hereby is awarded to Ron's Auto & Truck Towing, LLC.

SECTION 2. That the Yearly Contract for City Ordered Tow Services as a Yearly Contract by and between the City of Lee's Summit, Missouri and Ron's Auto & Truck Towing, LLC, generally for the purpose of provision of City ordered tow services on an as needed basis, a true and accurate copy of the same being attached hereto as "Exhibit A" and incorporated herein by reference be and the same is hereby approved. The City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 4. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____day of _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

BILL NO.

ORDINANCE NO.

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this ____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Chief Counsel of Management and Operations/Deputy City Attorney
Jackie McCormick Heanue

Manager
Title _____ Date _____

RON HARVEY
Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DIVISION

220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
Phone: 816-969-1083 Fax: 816-969-1081
Email Address: ben.calla@cityofls.net

INVITATION FOR BID NUMBER 2018-001

The City of Lee's Summit will accept electronically submitted bids through Public Purchase from qualified persons or firms interested in providing the following:

CITY ORDERED TOW SERVICES
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM OR DELIVERED BY HAND TO THE PROCUREMENT AND CONTRACT SERVICES DEPARTMENT, 220 S.E. GREEN STREET, LEE'S SUMMIT, MISSOURI 64063 PRIOR TO THE OPENING DATE: TUESDAY, SEPTEMBER 26, 2017, 2:00 P.M. LOCAL TIME

There will be a pre-bid conference in the Howard A Conference Room, 2nd Floor, City Hall, 220 S.E. Green St. on Tuesday, September 19, 2017 9:00 AM LOCAL TIME. All interested bidders are encouraged to attend.

The cutoff date for any questions for this bid is Thursday, September 21, 2017 at Noon, Local Time.

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicInfo> for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

The City reserves the right to reject any and all submittals, to waive technical defects, and to select the bid(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

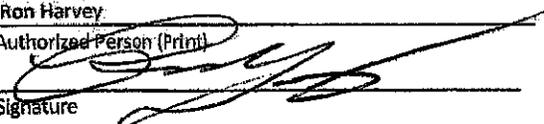
<u>Ron's Auto & Truck Towing, LLC</u>	<u>Ron Harvey</u>
Company Name	Authorized Person (Print)
<u>33811 E US HWY 50</u>	
Address	Signature
<u>Lees Summit, MO 64086</u>	<u>Manager</u>
City/State/Zip	Title
<u>(816) 810-5151</u> <u>(816) 697-5451</u>	<u>10/3/2017</u> <u>30-0599882</u>
Telephone # Fax #	Date Tax ID #
<u>Ronsautotrucktowing@yahoo.com</u>	<u>LLC</u>
E-mail	Entity Type

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INVITATION FOR BID NUMBER 2018-001

The City of Lee's Summit will accept electronically or hand submitted bids from qualified persons or firms for **City Ordered Tow Services** as a yearly contract. Bids must be received electronically in Public Purchase or delivered by hand by Tuesday, September 26, 2017, 2:00 PM Local Time. Bids will be read aloud publicly in the Howard A Conference Room, 2nd floor, City Hall, 220 SE Green Street, Lee's Summit, MO 64063, at the specified bid opening date and time.

Bidding documents and any addendums are available by accessing the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicinfo> or by contacting the Procurement Officer or City Staff listed on page 1. Bidders needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. **Bidders should plan on registering no later than 36 hours (M-F) prior to bid opening.**

There will be a pre-bid conference in the Howard A Conference Room, 2nd Floor, City Hall, 220 S.E. Green St. on Tuesday, September 19, 2017 at 9:00 AM, LOCAL TIME. **All interested bidders are encouraged to attend.**

For any contract for services greater than \$5,000, the successful bidder shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All bids should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program. Letter from Contractor reciting compliance is not sufficient.

Ben Calia, CPPB, Procurement and Contract Services Manager

SCOPE: The City of Lee's Summit is seeking qualified firms or persons to provide City Ordered Tow Services. To provide **TOW SERVICES** for abandoned, illegally parked, impounded and wrecked vehicles as requested by the Lee's Summit Police Department as well as City-owned vehicles as requested by the Fleet division and citizen requested tows on an as needed basis as One Time Term & Supply contract for the City of Lee's Summit to include but not limited to:

- 1.1 Normal and special recovery
- 1.2 Winching
- 1.3 Dollie Service
- 1.4 Accident clean-up
- 1.5 Tire changes
- 1.6 Jump starts
- 1.7 Unlocking services
- 1.8 Storage

1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 All questions shall be submitted and potentially answered via the City's e-bidding site Public Purchase. If there is significant information deemed necessary to be communicated to all potential bidders by the Procurement Officer conducting this solicitation, addendum(s) will be issued via Public Purchase. All addendums(s) must be signed and included with submitted bid.
- 1.2 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request an interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. **The cutoff date for any questions for this bid is Thursday, September 21, 2017 at Noon, Local Time.**
- 1.3 The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City.
- 1.4 The City reserves the right to award this contract in its entirety or to split the contract between bidders, whichever is in the best interest of the City. The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.5 Bids submitted on separate forms are not acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City Procurement and Contract Services Division Manager may result in the rejection of your bid.
- 1.6 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the closing date by the City Manager of the City of Lee's Summit shall constitute a legal and binding agreement; wherein, the supplier shall furnish the supplies or material in accordance with the specifications and bid offer on the written order of the City Manager.
- 1.7 In the event of errors in extension of total price(s), the unit price(s) shall prevail.
- 1.8 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Procurement and Contract Services Division. Oral explanations or instructions given prior to award will not be binding.
- 1.9 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid or as stipulated on an appropriate addendum. The bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.10 Any award of a contract resulting from this invitation for Bid will be made only by written authorization from the City Manager.
- 1.11 If an award is a result of this invitation for Bid, a contract in the form of a Yearly Contract (YC) will be issued. The contract number must be referenced on all documentation including invoice.
- 1.12 Any Contract Awarded pursuant to this bid shall be subject to the following Terms & Conditions located in Section 8. Any bid conditioned on conflicting Terms & Conditions may be rejected.

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

2.0 SPECIFIC REQUIREMENTS OF BID:**2.1 Renewal Option:**

- 2.1.1 The City reserves the right to re-new this contract for four (4) additional one-year renewal periods.
- 2.1.2 Adjustments in cost at the beginning of each renewal period must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
- 2.1.3 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Procurement and Contract Services Manager no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the City of increased costs incurred by the Contractor for any element of the contract for which an increase is requested.
- 2.1.4 The Procurement Officer shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

2.2 Licenses and Permits: The successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Procurement and Contract Services Division to be kept in the bid file as part of the permanent record. Any building permits that would be required for new work shall be provided by the City at no cost to the bidder. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

2.3 Insurance: The bidder must provide a Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to the award of a contract-if applicable.

2.4 Compliance: The following items shall be provided by bidder to the City of Lee's Summit Procurement and Contract Services Division:

2.4.1 To be provided with Bid submittal:

- **Bidder must complete the bid document in its entirety. Submit all Pages of this complete bid document**
(bidders to keep copy of bid submitted)
- List of References and Experience-Form 10.0
- Personnel Qualifications-Form 11.0
- List of Equipment and copies of registrations for equipment identified-Form 12.0
- Executed Addendum(s)-if applicable.

2.4.2 To be provided prior to the issuance of a contract:

- Business License
- Certificate of Insurance naming the City of Lee's Summit as additional insured under General Liability.
- Work Authorization Affidavit
- E-Verify Signature Page
- W-9 (new vendor only)
- Vendor Information Form (new vendor only)
- A copy of drivers licenses for those drivers identified on Section 11.0 PERSONNEL QUALIFICATIONS (updated information shall be provided with the removal or addition of drivers as well as a requirement of a renewal contract term)

2.5 No Financial Interest or Other Conflict: By submission of its response, the bidder certifies that they are currently in compliance with items 2.5.1 through 2.6.4 and shall remain in compliance throughout the term(s) of the contract.

2.5.1 Elected or appointed officials or employees of the City of Lee's Summit or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

2.5.2 The Contractor/Service Provider hereby covenants that at the time of solicitation submittal the Contractor/Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Contractor/Service Provider further agrees that during the term of the contract/agreement neither the Contractor/Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.

2.6 Debarment and Suspension Status: Offeror hereby certifies to the City as follows for the life of the contract:

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

- 2.6.1 **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 2.6.2 **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 2.6.3 **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 2.6.4 **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.
- 2.7 **Experience:** The bidder shall state the number of years in business. The bidder must have at least five (5) years of experience managing and operating a towing business.
- 2.8 **Tow Truck Drivers.** Towing Company shall employ a minimum of five (5) tow truck drivers. The bidder shall submit a list of all competent and qualified drivers to be utilized in carrying out the Contract. The list shall include the following information:
- 2.8.1 A copy of each driver's Missouri Commercial Driver's License;
- 2.8.2 A current address;
- 2.8.3 Driver's experience, including number of years in the industry and any special training in towing. Towing Company warrants that all tow truck drivers utilized in carrying out this Contract are competent, qualified and licensed to operate a tow truck in the State of Missouri and are trained in the use of towing equipment. The City reserves the right to disapprove a driver for any reason, and the City is not required to provide an explanation for the disqualification of a driver.
- 2.8.4 **Drivers.** Towing Company shall employ a minimum of five (5) tow truck drivers, who shall be pre-approved by the City, who shall be available to meet the terms of the contract twenty four (24) hours per day, three hundred sixty five (365) days per year.
- 2.8.5 Tow truck drivers shall be directly employed by the Towing Company; subcontracting drivers is **not** allowed (refer to Section 4.12).
- 2.8.6 Tow truck drivers shall be in compliance with all requirements of the U.S. Department of Transportation.
- 2.8.7 Every tow truck driver is to be provided with a copy of the pricing under this contract and also a copy in protective sheeting is to be kept in every tow truck, along with the ticket book, so it can be utilized by every driver of the vehicle.
- 2.8.8 Only tow truck drivers with commercial driver's licenses (CDLs) shall be allowed to operate tow trucks GVWR over 26,000, per Missouri law.
- 2.8.9 Tow truck drivers with out-of-state driver's licenses shall obtain driver's licenses for the State of Missouri within 30 days of establishing residency within the state (except for those that reside in Kansas, who do not require State of Missouri driver's licenses), per Missouri law and the Missouri Department of Motor Vehicles.
- 2.8.10 **New Drivers.** Towing Company shall notify the Procurement and Contract Services Division in writing of any new driver to be utilized in carrying out the Contract prior to the individual performing work under the Contract. A new driver is any driver not listed by Towing Company in the original bid package. New driver notifications shall include submission of all information, as specified in Section 2.8, Tow Truck Drivers. The Procurement and Contract Services Division shall issue written approval or disapproval to the Towing Company of any new drivers within seven (7) days of receiving the notice from the Towing Company. Unapproved drivers will not be allowed to perform under this contract. The City reserves the right to disapprove a driver for any reason and the City is not required to provide an explanation for the disqualification of a driver.

2.8.11 New drivers should be informed of and trained on the contract terms and pricing as part of their initial job training and orientation.

2.9 **Applicable Laws.** Towing company shall abide by any and all local, state and/or federal laws pertaining to the provision of tow services.

2.9.1 The initial tow performed under RSMo §304.153, 304.155, or 304.157, shall remain in the state of Missouri unless authorized by the vehicle owner, or his or her authorized agent including a motor club to which the owner of the motor vehicle is a member.

3.0 TERMINOLOGY AND DEFINITIONS:

3.1 Definitions:

- 3.1.1 The "City" is the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063 and all of its departments and employees, including the Police Department.
- 3.1.2 The "Towing Company" is mentioned as such (Bidder, Offeror, Contractor, Towing Company, Tower, Towing Operator) in the bid document and includes the Owner, Chief Executive Officer or their designated representative(s).
- 3.1.3 The term "Estimated" represents approximate quantities for the period of time stated.
- 3.1.4 The "Tow Committee" is a committee established by City Council Resolution and appointed by the Public Safety Advisory Board to monitor this Contract and make recommendations as necessary. This committee shall have the responsibility for interpretation of questions or disputes regarding services rendered or charges made, and in turn shall forward any suggestions to the Public Safety Advisory Board for consideration as necessary; and ultimately to the Mayor and City Council, for final action.
- 3.1.5 A "Police-Ordered Tow" is the towing of a motor vehicle or equipment ordered by the Police Department for any of the following reasons:
- Abandoned vehicles, including motor vehicles, trailers, all-terrain vehicles, boats, or vessels, which are subject to removal from both public or private property, whether operational or not.
 - Illegally parked vehicles.
 - Impounded vehicles.
 - Wrecked vehicles where the owner/operator for whatever reason is not capable of requesting a tow service.
 - Tows where the service requested by the owner/operator of the vehicle is unable to respond in a reasonable time period.
 - All non-preference Tows.
 - Any other tow ordered by the City or Police Department not excepted by this Contract.
- 3.1.6 A "Non-Preference Tow" is a Police-ordered Tow where the owner/operator does not request service from a preferred tow service and, therefore, the Towing Company is contacted for service.
- 3.1.7 A "Citizen Request Tow" is a tow where a specific tow company is requested by a citizen to provide the required service, although the Police Department may be involved in placing the call for service.
- 3.1.8 A "Tow Ticket" is a form provided by the Police Department which records the type of tow and the amount charged for service by the Towing Company.
- 3.1.9 The "Tow Lot" is the area maintained by the Towing Company for the storage of towed vehicles.
- 3.1.10 A "Loaded Mile" is defined as a charge for the mileage from the nearest City limits boundary to the point of delivery.
- 3.1.11 "Personal property" shall be defined as items necessary to meet personal needs, which shall include equipment, medication and eyewear prescribed by a physician, safety items such as a child's car seat, and may include other items as determined by the Police Department; but shall not include other personal property such as equipment or tools.
- 3.1.12 "Normal Recovery" is defined as follows: All four wheels on ground, street or right-of-way that can be backed up to by a tow truck and towed. No additional charges will be allowed for minimal rotating of vehicle for hookup. Towing of automobiles (2-door, 4-door, station wagons and convertibles, American and Foreign made); boats and motors, motorcycles, motor scooters, car trailers, sport utility vehicles and pick-up trucks up to and including 3/4 ton. Service shall include cleanup of the roadway as directed by the Police Department. Towing of a vehicle with an attached trailer will be considered as one tow. However a separate storage charge per day for each vehicle and each trailer will apply. The separate storage charge for the trailer shall be clearly identified on the same tow ticket as the vehicle.
- 3.1.13 "Special Recovery" is defined as those cases where a vehicle is so damaged that it requires the tying shut its doors, and the removal of all broken glass and loose parts, as necessary, before the vehicle can be safely towed. Special recovery charges

may be in addition to the normal recovery charges, but shall not exceed one hundred and fifty percent (150%) of the normal recovery charge.

- 3.1.14 **"Re-delivery"** is defined as towing a vehicle from the Tow Lot to another location (e.g., a body shop, owner's home, etc.). Charges for re-delivery shall be the same as the initial tow; e.g., Normal or Special Recovery.
- 3.1.15 **"Winching"** is defined as a towing winch which pulls cars onto either the towing platform, if it's a platform tow truck, or up into the towing sling if it's a drag-style tow truck.
- 3.1.16 **"Dollie Service"** is defined as a dolly that elevates the front (or back) wheels of the vehicle being towed so that it can be towed by a drag-style tow truck.
- 3.1.17 **"Tire Changes"** shall consist of replacing a damaged tire.
- 3.1.18 **"Covering Vehicle"** shall consist of the use of a tarpaulin or similar covering to cover one or all windows or door openings to protect a vehicle's interior from weather damage.
- 3.1.19 **Jump starts** shall consist of starting a vehicle by use of a booster cable.
- 3.1.20 **Unlocking vehicles** shall consist of releasing the lock on the door of a vehicle with an auto unlocking tool.
- 3.1.21 **Mileage Charges** are defined as charges for the distance from the pick-up point to the delivery point of a towed vehicle will only be allowed for tows outside City limits.-A loaded mile is defined as a charge for the mileage from the nearest City limits boundary to the point of delivery. Mileage rates may be different for vehicles up to ¾ ton and vehicles over ¾ ton.

4.0 SPECIFICATIONS:

4.1 **Towing Services Covered by this Contract.** The Towing Company shall provide towing services pursuant to this Contract for the following tows:

- 4.1.1 Police-ordered Tows;
- 4.1.2 Non-preference Tows; and
- 4.1.3 Tows requested by City departments for City-owned vehicles or equipment.

4.2 Payment

The City shall be responsible only for payment for the towing of City-owned vehicles and equipment. The Towing Company shall invoice the City monthly for tows of City vehicles and equipment accompanied by copies of the Towing Company's Tow Tickets. Payment will be processed within thirty days of receipt and all invoices must be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063, faxed to 816-969-1113, or e-mailed to ap@cityofls.net.

4.3 Towing Services Not Covered by this Contract (Citizen Request Tow)

- 4.3.1 The Police Department shall be responsible for identifying a tow as a Citizen Requested Tow and may facilitate notification of an alternative tow company if for any reason the requested tow company is unable to respond within thirty (30) minutes in which case Police Department may contact the City's Towing Company and the tow shall become a "Police-ordered Tow" subject to the terms and conditions of this Contract.
 - 4.3.2 If the Towing Company is the preferred company as requested by a private citizen, the service provided is not regulated by this Contract and is considered a Citizen Requested Tow. All fees for a Citizen Requested Tow shall be privately negotiated between the Towing Company and the citizen. The Towing Company is not required to use a Police Department issued Tow Ticket or apply the Contract pricing for a Citizen Request Tow.
 - 4.3.3 The parties to this Contract agree that the City and its employees shall not be responsible for, or liable to Towing Company for, the payment or collection of charges performed for the general public at the request of the Police Department.
- 4.4 **Availability and Response Times.** Towing services must be available twenty four (24) hours per day, three hundred sixty five (365) days per year. Towing Company shall respond to a request for towing services by the Police Department as quickly as possible and shall arrive at the location requested, provided the location is within the City limits, no later than thirty (30) minutes after receiving the call for service. Failure to respond within thirty (30) minutes may be excused by the City only in the case of severe weather as determined solely by the City.

In the event that the Towing Company fails to respond within thirty (30) minutes, the Police Department shall have the discretion of ordering a tow from a different company. The citizen or City will be responsible for payment of the towing services as otherwise provided herein. For unexcused delayed tows, the Procurement and Contract Services Division shall provide documentation of the charges for towing services from the alternative towing company to the Towing Company. The Towing

Company shall reimburse the citizen or City for the difference between the Contract fees and the price charged by the alternate tow company.

In the event of an emergency in which the Towing Company is unable to handle the volume or the Police Department determines that it is necessary for the safety, health, or welfare of the general public to use an alternative means to remove vehicles outside of this Contract, the Police Department has the ability to do so. These circumstances may include multiple vehicle accidents occurring within the corporate city limits within a close time period, but shall not be limited to this exception only.

- 4.5 **Waiting Time.** If at any time the Towing Company is required by the Police Department to stand by after arrival at the designated location for longer than thirty (30) minutes prior to starting tow procedures, the Towing Company shall be allowed to charge an hourly rate. Tow tickets must be signed by the on-scene Police Officer indicating that, in fact, the Police Department asked the Towing Company to stand by.
- 4.6 **Cancellation.** A cancellation charge may be applied whenever a call for service is received from the Police Department dispatcher and is cancelled by the Police Department. A cancellation rate only applies once the tow truck arrives on the scene. Cancellation rates may be different for vehicles up to ¾ ton and vehicles over ¾ ton.
- 4.7 **Point of Contact.** Towing Company shall provide the City with a single telephone number and shall answer that number for the purpose of receiving requests for towing services twenty four (24) hours per day, three hundred sixty five (365) days per year.
- 4.8 **On-Scene Instruction.**
- 4.8.1 Towing Company agrees to cooperate with the City and shall readily accept and follow instructions by police officers at the scene and shall tow vehicles to the approved Tow Lot or other destinations as ordered by the City.
 - 4.8.2 Towing Company shall clean up and remove from the roadway all debris associated with an Incident that results in a tow as directed by the on-scene officer. A specific time limit shall not apply for clean-up activities, but the Towing Company shall work expeditiously to clear the scene of debris. Towing Company shall provide and supply all materials and equipment required to clean the scene from debris including, but not limited to, absorbing material, shovel, broom, etc.
 - 4.8.3 Towing Company agrees that the necessary time will be provided to the Police Department, and other law enforcement officers, to conduct required investigations of incidents involving vehicles prior to the towing of a vehicle. Waiting charges may be assessed only as specified in Section 7.0 Pricing.
 - 4.8.4 Vehicle Identification Numbers (VINs) shall be double-checked by the Towing Company.
 - 4.8.5 Vehicles shall be towed facing forward whenever possible to reduce exposure to damage claims that may be caused by pulling a vehicle opposite of the way it was designed for travel.
 - 4.8.6 Towing Company is to provide driver(s) of vehicle(s) with the Towing Company contract information.
- 4.9 **Towing of Commercial Motor Vehicles,** whether abandoned, illegally parked, impounded or wrecked, shall be towed by the contract Towing Company if requested by the City. In the event the City requests the Towing Company to perform this service, such tow shall be performed at rates reasonable and customary in the industry, subject to review and approval of the Tow Committee.
- 4.10 **Disconnection/Reconnection of Drive Line.** Drive lines may need to be disconnected prior to towing, and reconnected upon arrival at the drop location.
- 4.11 **Certified Letters to Vehicle Owners.** Letters must be sent via Certified U.S. Mail, Return Receipt Requested, to vehicle owner and any lien holder when claiming a lien for recovering, towing or storing abandoned property, pursuant to RSMo. Chapter 304.
- 4.12 **Subcontracting.** Towing Company will not be allowed to subcontract, assign or transfer any interest in the work covered by this Contract.
- 4.13 **Overcharge.** If it comes to the attention of the City that an overcharge has occurred, the Towing Company shall be notified in writing (by electronic or U.S. mail) by the Procurement and Contract Services Division or Police Department and must refund the overcharge to the customer within fifteen (15) days of receipt of the notice. Notice of refund and photocopy of refund documentation shall be submitted to the Procurement and Contract Services Division within the same timeframe.
- 4.14 **Independent Contractor.** Towing Company agrees that it is an independent contractor under the terms of this Contract, not covered by City insurance or tax exemptions, nor is it an employee of the City.

4.15 **Contract Clarifications.** Any requests for clarification of the Contract by the Towing Company shall be submitted in writing to the Procurement and Contract Services Division. The Procurement and Contract Services Division shall provide a written response within seven (7) business days upon receipt of the clarification request.

4.16 **Tow Lot.** Towing Company shall maintain a Tow Lot for storage of vehicles and an office for the release of vehicles. The Tow lot shall either be located within the city limits of Lee's Summit or within twenty (20) miles of the City of Lee's Summit. Proximity shall be determined by utilizing Map Quest to determine the number of miles from Lee's Summit City Hall, 220 SE Green Street, Lee's Summit, MO 64063 to the physical address of the tow lot location.

33811 E. US, HWY 50

Tow Lot Physical Address:

Lees Summit, MO 64086

City/State/Zip Code

Does the tow lot property meet all of the requirements identified in bid sections 4.16-4.18? Yes No

4.16.1 The Tow Lot shall be a sole-use facility (used only for towing).

4.16.2 The Tow Company shall currently own or lease and maintain a Tow storage lot in compliance with requirements stipulated in paragraph 4.16 above.

4.16.3 **Storage.** Outside storage of automobiles (2-door, 4-door, station wagons and convertibles, American and Foreign made); boats and motors, motorcycles, motor scooters, car trailers, sport utility vehicles, and pick-up trucks up to and including ¾ ton. A separate storage charge per day for a vehicle and trailer towed together will apply. The separate storage charge for the trailer shall be clearly identified on the same tow ticket as the vehicle (One full calendar day or any part thereof). Storage rates may be different for vehicles up to ¾ ton and those over ¾ ton. The City will not be responsible for storage fees on any impounded vehicle on which the Police Department has placed a hold. However, this does not preclude the Towing Company from charging the owner of the vehicle the standard rates established by this contract. The City will not pay storage fees on any City owned vehicle.

4.16.4 The Tow Lot shall be clearly marked and identified by approved exterior signage as the location of the Tow Lot.

4.16.5 The minimum lot size of the Tow Lot shall be able to hold approximately eighty (80) vehicles).

4.16.7 The Tow Lot shall be hard-surfaced (asphalt or concrete).

4.16.8 Vehicles stored in the Tow Lot shall be arranged in rows and not stacked upon one another.

4.16.9 The Tow Lot shall not be located in a 100 year flood plain.

4.16.10 The Towing Company's office shall be open from at least 8:00 a.m. to 6:00 p.m., Monday through Friday.

4.16.15 The Towing Company's office shall have secure, on-site storage for tow records.

4.16.16 The Towing Company's office shall have 24-hour dispatch service and software, and GPS tracking of tow vehicles.

4.16.17 Towing Company shall have personnel on the Tow Lot available to provide the release of vehicles and/or personal property contained in vehicles and to accompany the owner/driver and/or insurance adjusters to vehicles during the hours specified in this contract.

4.16.18 Except as provided in § 304.155, RSMo, the Towing Company shall release personal property from a towed vehicle to the owner of the towed vehicle during normal business hours at the owner's request and at no additional charge. For the purposes of this Contract, personal property shall be defined as items necessary to meet personal needs, but shall not include other personal property such as equipment or tools. When personal property release is in question, the Towing Company shall contact the Police Department for instruction prior to releasing personal property.

4.16.19 Towing Company shall also post at the office of the Tow Lot and at the Police Department a telephone number for the public where Towing Company can be reached on weekends and holidays, between the hours of 8:00 a.m. and 6:00 p.m. Any release of vehicles or personal property outside of normal business hours (8:00 a.m. to 6:00 p.m. Monday through Friday) may incur additional charges. The posting at the Towing Company's office shall be in such a location that it can be read by the public when the Towing Company's office is either open or closed.

4.16.20 Towing Company agrees to provide access to the Tow Lot by City employees on a twenty-four (24) hour basis, seven (7) days per week without charge to the City.

4.17 **Release of Vehicles from Tow Lot.** Towing Company shall accept and abide by release documents issued by the City and shall handle the physical release of vehicles without the need for Police Department personnel at the Tow Lot. Towing Company will

cooperate with the City completely, and comply with any request or direction issued regarding the release of vehicles from the Tow Lot.

4.18. Additional Trips (after-hours release of vehicles). It shall be the responsibility of the Towing Company to notify the owner/driver of the hours the lot and office will be open (MONDAY THROUGH FRIDAY, 8:00 A.M. TO 6:00 P.M.). The per trip rate may be charged only when opening at hours other than those the Towing Company is required by Contract to have the lot and office open, or personnel available for the release of vehicles. However, Towing Company shall NOT assess extra charges when already on the premises and release is requested. Extra charges are to be assessed only when Towing Company's office is closed and a Towing Company representative is not on the premises.

4.19. Equipment. Towing Company shall submit a listing of all equipment (owned or leased) to be used under this Contract for approval by the City, see section 12.0 LIST OF EQUIPMENT.

4.19.1 Towing Company shall maintain in good mechanical condition and shall have available twenty-four (24) hours per day, three hundred sixty five (365) days per year the following equipment:

4.19.2 A minimum of five (5) tow trucks; which includes a minimum of one (1) hauler/flatbed truck, one (1) recovery boom, one (1) 25-ton minimum recovery unit, and two (2) tow trucks. The minimum acceptable size and capacity of the tow trucks is 19,500 GVW with a minimum boom of eight thousand (8,000) pounds with a constant pull winch with a minimum of eight thousand (8,000) pounds.

4.19.3 Equipment capable of recovering and removing the average tractor trailer.

4.19.4 A reliable means of communication between the Towing Company's office and each towing vehicle. Pagers and cellular phones are acceptable means of communication. Citizen band radios are not approved means of communication.

4.19.5 *Accessory Equipment.* Each vehicle maintained by the Towing Company shall be equipped with rotary flashing red or yellow beacon lights, emergency flashers, back-up lights, work lights, brooms, flares, and tarps or other protective material with adequate tie-downs for the protection of vehicles. All vehicles, with the exception of haulers, must be equipped with dollies.

4.19.6 *Equipment Identification.* All vehicles used to perform the services required by this contract shall be marked and identified with the name of the Towing Company, and shall be registered with the U.S. Department of Transportation.

4.19.7 *Proper Licensing.* Towing Company warrants that all vehicles utilized in carrying out the terms of this Contract are licensed to operate in Missouri and that all equipment shall be maintained in good mechanical condition.

4.19.8 *Additional Equipment Approval.* During the term of the Contract, Towing Company shall notify the Procurement and Contract Services Division of any new equipment to be utilized in carrying out the Contract. New equipment is any equipment not listed by Towing Company in the original bid package. Towing Company shall also prove that all new equipment is owned by said Towing Company and shall be marked and identified with the name of the Towing Company. The new equipment shall be in good mechanical condition and comply with all terms of this Contract. If new equipment is not in good mechanical condition, it shall not be used to perform services under the Contract.

4.19.9 *Equipment Registration.* All tow equipment must be registered to the Towing Company. A copy of the current license(s) and registration(s) must be provided with bid submittal.

4.21. Tow Tickets. Towing Company shall use Tow Tickets for all tows performed under this contract. The City will provide Towing Company with the Tow Ticket form to be used for Police-Ordered Tows and will be responsible for providing a sufficient number of Tow Tickets for the Towing Company's use. The Towing Company's own Tow Ticket form shall be used for tows of City vehicles, and shall be turned into the Fleet Division. Additional Tow Tickets can be obtained by the Towing Company from the Police Department during normal working hours Monday through Friday, 8:00 AM to 5:00 PM. The only other time Towing Company may use a different tow ticket or method of invoicing is when the tow is classified as a Citizen Request Tow by the Police Department.

4.22. Reports. Towing Company shall keep records of all services performed under this contract. On Monday of each week, Towing Company shall deliver (via hand delivery or electronically) to the Administration Division of the Police Department, 10 N.E. Tudor Road, Lee's Summit, MO 64086, copies of all Tow Tickets along with copies of all paid invoices associated with each Tow Ticket issued the prior week. Each Tow Ticket shall set forth the charges made for towing service. All towing charges shall comply with Section 6.0 Pricing of this contract. Towing Company shall have thirty (30) days to notify the City of any corrections to tow tickets due to billing errors on Towing Company's part.

Towing Company shall comply with State statutes in the reporting of abandoned property in Towing Company's possession that is unclaimed for ten (10) days from date of tow to the Police Department. The Towing Company shall notify the Police Department by fax a list of those vehicles towed under this contract that remain on the Towing Company's lot on a daily basis. Towing Company may provide reports via their dispatch/towing software with City approval.

4.23 Performance Reporting and Termination

- 4.23.1 **Performance Reporting.** The Towing Company will be evaluated on services provided during the course of the Contract on a regular basis and a written report of performance results will be submitted monthly by the Police Department through the Procurement and Contract Services Division to the Tow Committee. Towing Company shall be notified monthly of any noted deficiencies in service or problems with compliance with this Contract.
- 4.23.2 **Termination.** If Towing Company violates any of the terms and conditions of this Contract, fails or refuses for any reason to furnish the services required under this Contract, or charges a fee in excess of that described in Section 7.0 Pricing, the City shall have the right to terminate this Contract.

4.24 Other Provisions – Tow-Related

- 4.24.1 Towing Company must have a business license on file with the City. If Towing Company is registered with the Federal Department of Transportation, a local business license is not required, but proof of registration shall be provided. Towing Company must show either evidence of a Federal DOT registration or a copy of a current business license obtained from the City.
- 4.24.2 Towing Company shall be responsible for complying with the Revised Statutes of Missouri and the Lee's Summit Code of Ordinances for any sale of stored, unclaimed vehicles.
- 4.24.3 Towing Company agrees to comply with all applicable federal and state laws and City Ordinances, including, but not limited to, Federal DOT and OSHA requirements, Missouri revised state statutes, zoning, fair labor practices and employment discrimination.
- 4.24.4 Towing Company represents and warrants that no arrangement has been made with any person or agency to solicit or secure this Contract for a gratuity, commission, percentage, brokerage or contingent fee in any form to any person excepting bona fide employees of Towing Company or bona fide established commercial or sales agencies.
- 4.24.5 Hold harmless. The Towing Company shall indemnify, defend, become responsible for and forever save harmless the City, its boards, committees, commissions, officers, agents and employees from any and all liability, cost or expense, including reasonable attorney's fees and costs of defense incurred by them:
1. For loss or damage to property of the Towing Company, its officers, agents, employees, licensees, contractors and invitees, pursuant to and or in performance of this contract or for injury to or death of any such employee, agent, licensee, invitee or contractor, pursuant to and/or in performance of this contract however arising; and
 2. Arising directly or indirectly from any act or omission of the Towing Company, or any person acting on the Towing Company's behalf, done or claimed to have been done by virtue of or pursuant to this Contract.
 3. Any expense arising out of the operation of the Tow Lot.

5.0 Evaluation Criteria. Bids will be evaluated by City personnel. They will make a comparative assessment of the bidder's response to this Invitation to Bid based on the materials provided. The evaluation point breakdown is as follows:

- 5.0.1 Service Costs-Form 6.0 Pricing
- 5.0.2 References and Experience of Tow Service Provider-Form 10.0
- 5.0.3 Tow Lot proximity to the City of Lee's Summit
- 5.0.4 Personnel Qualifications-Form 11.0
- 5.0.5 Equipment-Form 12.0

SCORING RANGES

	50 Point Item	20 Point Item	10 Point Item
Outstanding	37 – 50	16 – 20	9 – 10
Exceeds Acceptable	25 – 36	11 – 15	6 – 8
Acceptable	13 – 24	6 – 10	3 – 5
Marginal	0 – 12	0 – 5	0 – 2

		Max. Pts.	Score
1.	Service Costs-Pricing: Lowest and best price for goods and/or services that are determined to be in the best interest of the City will be considered in evaluating this bid.	<u>50</u>	_____
2.	References and Experience: Consideration will be given to the length of time the company has been in operation, providing similar goods and/or services; past performance history, and references.	<u>20</u>	_____
3.	Tow Lot Proximity: Consideration will be given to those firms whose tow lots are located in closer proximity to the City of Lee's Summit.	<u>10</u>	_____
4.	Personnel Qualifications: Consideration will be given to the qualifications of the personnel who will be carrying out contractual duties.	<u>10</u>	_____
5.	Equipment: Consideration will be given to the type, capability of and condition of the equipment to be utilized in performing contractual duties.	<u>10</u>	_____
		Total(100)	_____

See Addendum #1

6.0 PRICING

DESCRIPTION OF SERVICES FOR January 2016 – December 2016	ESTIMATED QUANTITY	UNIT	UNIT COST
1. Normal Recovery			
VEHICLES UP TO ½ TON	600	EACH	\$
VEHICLES OVER ½ TON	270	EACH	\$
2. Special Recovery	100	EACH	\$
3. Re-delivery	30	EACH	\$
4. Winching	320	MINIMUM	\$
HOURLY CHARGE AFTER FIRST 30 MINUTES		HOURLY	\$
5. Dolly Service (per application)	100	EACH	\$
6. SR 40/50 Rotator		HOUR	\$
7. Tire Changes	10	EACH	\$
8. Covering Vehicle	20	EACH	\$
9. Jump Starts	50	EACH	\$
10. Unlocking Vehicles	50	EACH	\$
11. Mileage Charges (average 10mi/trip)	715	SEE BELOW	
VEHICLES UP TO ½ TON – PER LOADED MILE		MILE	\$
VEHICLES OVER ½ TON – PER LOADED MILE		MILE	\$
12. Additional Trips (after-hours release of vehicles)	45	EACH	\$
13. Storage Days	1421	SEE BELOW	SEE BELOW
VEHICLES UP TO ½ TON		DAYS	\$
VEHICLES OVER ½ TON		DAYS	\$
14. Waiting Time	3	SEE BELOW	
VEHICLES UP TO ½ TON		HOUR	\$
VEHICLES OVER ½ TON		HOUR	\$
15. Cancellation by the City	2	SEE BELOW	
VEHICLES UP TO ½ TON – PER LOADED MILE		EACH	\$
VEHICLES OVER ½ TON – PER LOADED MILE		EACH	\$
16. Drive Line Disconnection & Reconnection	20	EACH	\$
17. Certified Letters to Vehicle Owners	1	EACH	N/A
18. Additional Equipment/Services (Optional)	N/A	LIST SEPARATELY-SEE BELOW	

6.1 Additional Equipment/Services (Optional)

- Description: _____ Fee: \$ _____

6.2 Dispatch/Towing Software

Company /Software Name: _____
 Description: _____
 Web Address: _____

Ability to provide reports based on the tow ticket example attached? Yes No

Fee for City use (if any) \$ _____

6.3 Towing Company will provide for the storage of vehicle at: _____ (tow lot address)

Lot size: _____ square feet

6.4 Tow Lot located within twenty (20) miles of 220 S.E. Green St., Lee's Summit, MO 64063. _____ Yes _____ No

6.5 All pricing shall remain firm and fixed for the duration of the contractual term.

7.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY: Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall: 1. Provide, by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. E.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant.

All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program. The signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program **MUST** be provided prior to the issuance of a contract.

CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)
Effective 1/1/2009

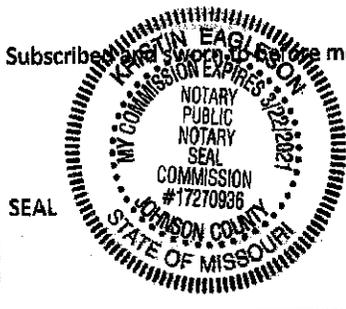
County of Jackson)
) ss.
State of Missouri)

My name is RON HARVEY I am an authorized agent of ROUS AUTO & TRUCK TUNING LLC ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a sub bidder that knowingly employs or contracts with an illegal alien.

[Signature]
Affiant
RON HARVEY
Printed Name

Subscribed and sworn to before me this 2nd day of October, 2017
[Signature]
Notary Public



8.0 GENERAL TERMS AND CONDITIONS

GENERAL INSTRUCTIONS CONCERNING IFB's/BID's

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
 - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
 - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initiated by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
 - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
 - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
 - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
 - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
 - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
 - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
 - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
 - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
 - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the invitation for Bid, before the open date and time.
 - B Emailed or faxed bids will not be considered unless authorized by the invitation.
 - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
 - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
 - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least a **A** Best's rating and a **BBB+** or better financial performance rating per the current A.M. Best Company ratings).
 - A **BID DEPOSITS (BONDS).**
 Bid Deposit Not Required .
 Bid Deposit Required as stipulated in the "Invitation for Bid".
 Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):
 - (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
 - (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
 - (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.

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B PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.

Performance and Labor and Material Payment Bonds Not Required .
 Performance and Labor and Material Payment Bonds Bond Required as stipulated in the "Invitation to Bid".
 Note the following:

- (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
- (2) Date of bonds shall be the same as the date of City's execution of the contract.
- (3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
- (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
- (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.

10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.

11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

13. AWARD OF CONTRACT.
A BASIS OF AWARD.

- (1) Only firm bids will be considered.
- (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
- (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
- (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.

B EVALUATION OF BIDS.

- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
- (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
- (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.

C NOTICE OF AWARD. After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.

14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.

16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.

17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.

18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the Invitation to bid).

CONTRACTUAL REQUIREMENTS.
GENERAL CONTRACTUAL REQUIREMENTS.
1. DEFINITIONS.

- A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
- B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
- C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
- D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
- F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.

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- G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.
2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.
 3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.
 4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
 5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
 6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
 7. **GENERAL WARRANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
 8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
 9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
 10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
 11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
 12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
 13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
 14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
 15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
 16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
 17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
 18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
 19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
 20. **INDEMNITY AND HOLD HARMLESS.** Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnify hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his sub-contractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
 21. **SUB-CONTRACTS.**
 - A. The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.

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- B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
- D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.
22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.
24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
- A. The Contract shall consist of a PURCHASE ORDER and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- B. The contract shall consist of a YEARLY CONTRACT and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- C. The contract shall consist of a ONE-TIME CONTRACT and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- D. Five copies of the Contract.
- (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
- (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
- (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **FUND ALLOCATION.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
- NOTE TO BIDDERS:** THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.
35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is

compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A Wage Rate Stipulation - State of Missouri. If required by the "Invitation to Bid"
 - B Wage Rate Determination - Federal. If required by the "Invitation to Bid"
- The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
37. **BUILDING REGULATION, PERMITS AND LAW.**
- A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound. Arbitration shall not apply to any contract resulting from this IFB.
 - B Satisfy all current and applicable local codes, ordinances and licensing requirements.
38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
39. **CHANGES IN THE WORK.**
- A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
 - B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
40. **TIMING.**
- A Time to Commence Work: Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
 - B Time Starts to Run: The Contract Time shall start to run on the date stated in the Notice to Proceed.
 - C Time of Contract: Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
 - D Excusable Delays: The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
 - (1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
 - (2) To any acts of the City.
 - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornados, cyclones, and other extreme weather conditions.
 - (4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.
41. **PAYMENTS.**
- A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
 - B Engineer's Pay Estimates:
 - (1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
 - (2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the monies paid or to be paid to him on account of the Contract price.
 - (3) Engineer may refuse to render an Engineer's pay estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.
42. **CONTRACTOR'S CERTIFICATE AND RELEASE (for Construction Purposes).** Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.
43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.
44. **ACCIDENT PREVENTION.**
- A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the

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technical specifications must comply with standards of the Williams Stolger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.

B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

45. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 - 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

46. **DAVIS BACON ACT:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

9.0 INSURANCE REQUIREMENTS:

CERTIFICATE OF INSURANCE: The Contractor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Contractor shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Contractor's bid.

NOTICE OF CLAIM: The Contractor shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it:
 Is licensed to do business in the State of Missouri;
 Carries a Best's policyholder rating of "A" or better;
 Carries at least a Class VII financial rating; OR is a company mutually agreed upon by the City and the Contractor.

SUB-CONTRACTOR'S INSURANCE: if any part of the contract is to be sublet, the Contractor shall either:
 Cover all sub-contractors in the Contractor's liability insurance policy or,

Require each sub-contractor not so covered to secure insurance in the minimum amounts required of the Contractor and submit such certificates to the City as outlined herein.

SELF-INSURED RETENTIONS/DEDUCTIBLES: Any Contractor that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City, such amounts shall be the sole responsibility of the Contractor. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Contractor for such assumed limits.

PUBLIC LIABILITY: Public liability insurance protection must be carried by the contractor, for the duration of the contract, in the minimum amount of \$1,000,000 including errors and/or omissions per U.S. DOT requirements as set forth under 49 Code of Federal Regulations, section 172.101.

COMMERCIAL GENERAL LIABILITY POLICY:

Limits:	Each occurrence	\$2,000,000
	Personal & Advertising Injury	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	General Aggregate	\$2,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

AUTOMOBILE LIABILITY: Policy shall protect the Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
 Any Auto OR All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,
Bodily Injury and Property Damage: \$500,000

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

GARAGE LIABILITY:

Limits: \$500,000 Each Accident
Combined Single Limit
Bodily Injury & Property Damage

Conditions: Premises & Operations
Products/Completed Operations

GARAGEKEEPERS LEGAL LIABILITY:

Limits: \$100,000 Each Occurrence (not each vehicle)

Conditions: Fire, Lighting, Explosion, Theft, Windstorm, Hall, Vandalism, Collision including Collision of a Transporting Conveyance.

WORKERS' COMPENSATION: This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$100,000 Each Employee

GENERAL INSURANCE PROVISIONS:

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Contractor nor has the City assessed the risk that may be applicable to the Contractor.
- 2) The Contractor's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Contractor.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Contractor with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverages and identifying the City of Lee's Summit as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit

220 S.E. Green Street
Lee's Summit, MO 64086

The City of Lee's Summit does not need to be named as additional insured on any Auto liability Insurance requirements.

10.0 REFERENCES AND EXPERIENCE

A MINIMUM of 3 Years experience is required of the successful bidder, in similar services, described in the scope. Experience and references provided by bidders shall be verified and will be a significant factor in the evaluation. Bidders are REQUIRED to provide the information below in FULL DETAIL.

How many years has your firm been in business?		YEARS:	
List references showing contracts, held by your company, providing the same services for other municipalities or private companies. If more space is required, please make as many copies of this form as necessary and submit with bid submittal.			
Company Name & Address	Contact Name/Phone Number	Job/Contract Dates:	Describe Services You Provided:
Jackson County Sheriff's Office	Col. Benny Kenny		Towing & Recovery
Lake Lotowana Police Department	Sgt. Thompson		Towing & Recovery
Lone Jack Police Department	Chief Forbes		Towing & Recovery
Lake Tapawingo Police Department	Chief Ross		Towing & Recovery
Grain Valley Police Department	Sgt. Hedger		Towing & Recovery
Johnson County MO Sheriff's Office	Dep. Martinez		Towing & Recovery
Lees Summit Police Department	Major Manzell		Towing & Recovery
Missouri State Highway Patrol			Towing & Recovery

12.0 LIST OF EQUIPMENT:

Complete the table below stipulating to identify the tow truck/equipment (owned or leased) that is available for utilization in the performance of this contract. If more space is required, please make as many copies of this form as necessary and submit with bid submittal. A copy of the current registration(s) must be provided with bid submittal.

Tow Truck/Equipment Type	Model	Model Number	Mileage:	Current Registration Number:
2016 Dodge Flatbed	5500			73B-OAM
2014 Dodge Flatbed	5500			48E-6AW
2014 Dodge Wrecker	4500			33A-8YU
2011 Ford Flatbed	F-650			93A-GOA
2006 Kenworth Wrecker	35 Ton			63A-GOA
1993 Freightliner Wrecker	20 Ton			48B-7AW
2015 Dodge Wrecker	4500			33A-8YU
2016 Dodge Flatbed	5500			93B-OAM
2009 Chevy Wrecker	3500			843-7BA
2016 Takeuchi Loader				

13.0 SAMPLE CONTRACT:

THIS CONTRACT, made this _____ day of _____ 20____, is herein called Yearly Contract for _____ as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City"), and _____, (hereinafter "Supplier").

WHEREAS, City has caused to be prepared an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications for a Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the ___ day of _____, 20XX, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the _____ day of _____ 20XX, Bid No. 20XX-____, Contract period from _____ to _____. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # ____ - ____; section ____ Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number:	Dated:	Pages	through
Specifications:	Dated:	Pages	through
General Conditions:		Pages	through

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BID NUMBER: 2018-001

ADDENDUM NUMBER: 1
Date: September 19, 2017

The original Invitation for Bid# 2018-001 for **City Ordered Tow Services** remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

The original bid document for Invitation for Bid# 2018-001 had an original closing date and time of Tuesday, September 26, 2017, 2:00 P.M. Local Time. The bid opening date has been extended until Tuesday, October 3, 2017, 2:00 P.M. Local Time.

PRE-BID CONFERENCE

DATE/TIME: September 19, 2017, 9:00 A.M.

The Pre-Bid Conference was held for the purpose of promoting an understanding of the City's requirements and needs, and to clarify any confusing areas of the invitation for bid, by allowing potential bidders to ask questions. The City intends to make an award to a responsive and responsible company through an open and competitive procurement process; one that will satisfy all the requirements that is deemed to be in the best interest of the City.

The Pre-Bid Conference was opened with introductions and a statement of purpose by the Procurement and Contract Services Manager, Ben Callia.

Please Note: The format of this addendum document will detail questions asked, answers provided, clarifications and statements made and will be denoted as follows: Q = Question, A = Answer, C = Clarification and S = Statement

S. The phrase "One Time" of the first paragraph located under SCOPE located on page 3 of the bid document shall be considered removed from the bid document.

S. The phrase "if applicable" located in section 2.0 SPECIFIC REQUIREMENTS OF THE BID, paragraph 2.3 of the bid document shall be considered removed from the bid document.

S. The sentence "Towing of a vehicle with an attached trailer will be considered as one tow..." located under section 3.0 TERMINOLOGY AND DEFINITIONS, 3.1.12 "Normal Recovery" on page 6 shall be replaced by the following: "Towing of a vehicle with an attached trailer may be considered as two tows if said vehicle and trailer cannot be towed together as one tow. A separate storage charge per day for said vehicle and trailer will apply. The separate storage charge for the trailer shall be clearly identified on the applicable tow ticket." This language will be deemed as inserted into the bid document.

S. The phrase "Section 7.0 Pricing" located under section 4.0 SPECIFICATIONS, paragraph 4.8 ON-SCENE INSTRUCTION, item 4.8.3 shall now read as "Section 6.0 Pricing".

S. The original section "6.0 PRICING" shall be replaced with the revised enclosed 6.0 PRICING page. Please dispose of the original section "6.0 PRICING" and submit the revised enclosed 6.0 REVISED PRICING PAGE with your bid submittal. Bid submittals that do not provide the revised enclosed 6.0 REVISED PRICING PAGE will be considered nonresponsive.

6.0 REVISED PRICING PAGE

DESCRIPTION OF SERVICES FOR January 2016 – December 2016	ESTIMATED QUANTITY	UNIT	UNIT COST
1. Normal Recovery			
VEHICLES UP TO ½ TON	600	EACH	\$ 75.00
VEHICLES ½ TON TO 26,000 POUNDS	270	EACH	\$ 75.00
VEHICLES OVER 26,000 POUNDS		EACH	\$ 125.00
2. Special Recovery	100	EACH	\$ 100.00
3. Re-delivery	30	EACH	\$ 100.00
4. Winching	120	MINIMUM	\$ 125.00
HOURLY CHARGE AFTER FIRST 30 MINUTES		HOURLY	\$ 100.00
5. Dolly Service (per application)	100	EACH	\$ 60.00
6. Tire Changes	30	EACH	\$ 60.00
7. Covering Vehicle	20	EACH	\$ NC
8. Jump Starts	50	EACH	\$ 60.00
9. Unlocking Vehicles	50	EACH	\$ 60.00
10. Mileage Charges (average 10mi/trip)	715	SEE BELOW	
VEHICLES UP TO ½ TON – PER LOADED MILE		MILE	\$ 3.00
VEHICLES OVER ½ TON – PER LOADED MILE		MILE	\$ 3.00
11. Additional Trips (after-hours release of vehicles)	45	EACH	\$ 60.00
12. Storage Days	1421	SEE BELOW	SEE BELOW
VEHICLES UP TO ½ TON		DAYS	\$ 40.00
VEHICLES OVER ½ TON		DAYS	\$ 40.00
13. Waiting Time	3	SEE BELOW	
VEHICLES UP TO ½ TON		HOUR	\$ 60.00
VEHICLES OVER ½ TON		HOUR	\$ 60.00
14. Cancellation by the City	2	SEE BELOW	
VEHICLES UP TO ½ TON – PER LOADED MILE		EACH	\$ NC
VEHICLES OVER ½ TON – PER LOADED MILE		EACH	\$ NC
15. Drive Line Disconnection & Reconnection	20	EACH	\$ 50.00
16. Certified Letters to Vehicle Owners	1	EACH	N/A
17. Additional Equipment/Services (Optional)	N/A	LIST SEPARATELY-SEE BELOW	

6.1 Additional Equipment/Services (Optional)

Description: Skid Steer Fee: \$ 75.00
 Description: _____ Fee: \$ _____
 Description: _____ Fee: \$ _____
 Description: _____ Fee: \$ _____

6.2 Dispatch/Towing Software

Company /Software Name: _____
 Description: _____
 Web Address: _____
 Ability to provide reports based on the tow ticket example attached? Yes No
 Fee for City use (if any) \$ _____

6.3 Towing Company will provide for the storage of vehicle at: 33811 E 50 Hwy 25, Mo 64086 (tow lot address)

Lot size: 1 Acre square feet

6.4 Tow Lot located within twenty (20) miles of 220 S.E. Green St., Lee's Summit, MO 64063. Yes No

6.5 All pricing shall remain firm and fixed for the duration of the contractual term.

ACKNOWLEDGEMENT

Each bidder shall acknowledge receipt of this Addendum No. 1 of Bid No. 2018-001, titled City Ordered Tow Services by his/her signature affixed hereto, and shall submit this Addendum and any attachments provided herein with their original bid submittal.

CERTIFICATION BY BIDDER:

SIGNATURE

TITLE

COMPANY

DATE


Manager
Ross Auto & Truck Towing LLC
9-29-17

BID 2018-001 COMPARATIVE ANALYSIS



This is the unofficial comparative analysis of bids received
 Bid Number: 2018-001

Bid Opening: Tuesday, October 3, 2017

Item:	Est. Qty	Unit	Ron's Auto & Truck Towing, LLC		Jim's Tow		Independence Specialty Tow		Santa Fe Tow		Elite Tow		Jackson County Tow		Lazer Pipes		
			Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
1. Normal Recovery																	
	VEHICLES UP TO ½ TON	600	EACH	\$75.00	\$45,000.00	\$74.00	\$44,400.00	\$150.00	\$90,000.00	\$95.00	\$57,000.00	\$100.00	\$60,000.00	\$100.00	\$60,000.00	\$125.00	\$75,000.00
	VEHICLES ¾ TON TO 26,000 POUNDS	270	EACH	\$75.00	\$20,250.00	\$94.00	\$25,380.00	\$250.00	\$67,500.00	\$105.00	\$28,350.00	\$150.00	\$40,500.00	\$150.00	\$40,500.00	\$150.00	\$40,500.00
	VEHICLES OVER 26,000 POUNDS		EACH	\$125.00	\$125.00	\$194.00	\$194.00	\$350.00	\$350.00	\$250.00	\$250.00	\$250.00	\$250.00	\$200.00	\$200.00	\$350.00	\$350.00
2. Special Recovery		100	EACH	\$100.00	\$10,000.00	\$74.00	\$7,400.00	\$120.00	\$12,000.00	\$50.00	\$5,000.00	\$65.00	\$6,500.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00
3. Re-delivery		30	EACH	\$100.00	\$3,000.00	\$74.00	\$2,220.00	\$50.00	\$1,500.00	\$95.00	\$2,850.00	\$95.00	\$2,850.00	\$100.00	\$3,000.00	\$125.00	\$3,750.00
4. Winching		120	MINIMUM	\$25.00	\$3,000.00	\$74.00	\$8,880.00	\$120.00	\$14,400.00	\$75.00	\$9,000.00	\$65.00	\$7,800.00	\$75.00	\$9,000.00	\$60.00	\$7,200.00
	HOURLY CHARGE AFTER FIRST 30 MINUTES		HOURLY	\$100.00	\$100.00	\$74.00	\$74.00	\$120.00	\$120.00	\$150.00	\$150.00	\$65.00	\$65.00	\$75.00	\$75.00	\$120.00	\$120.00
5. Dollie Service (per application)		100	EACH	\$60.00	\$6,000.00	\$42.00	\$4,200.00	\$60.00	\$6,000.00	\$45.00	\$4,500.00	\$65.00	\$6,500.00	\$45.00	\$4,500.00	\$50.00	\$5,000.00
6. Tire Changes		10	EACH	\$60.00	\$600.00	\$42.00	\$420.00	\$60.00	\$600.00	\$75.00	\$750.00	\$65.00	\$650.00	\$65.00	\$650.00	\$75.00	\$750.00
7. Covering Vehicle		20	EACH	\$0.00	\$0.00	\$42.00	\$840.00	\$25.00	\$500.00	\$25.00	\$500.00	\$0.00	\$0.00	\$35.00	\$700.00	\$25.00	\$500.00
8. Jump Starts		50	EACH	\$60.00	\$3,000.00	\$42.00	\$2,100.00	\$60.00	\$3,000.00	\$75.00	\$3,750.00	\$65.00	\$3,250.00	\$65.00	\$3,250.00	\$65.00	\$3,250.00
9. Unlocking Vehicles		50	EACH	\$60.00	\$3,000.00	\$42.00	\$2,100.00	\$60.00	\$3,000.00	\$75.00	\$3,750.00	\$65.00	\$3,250.00	\$65.00	\$3,250.00	\$75.00	\$3,750.00
10. Mileage Charges (average 10mi/trip)		715															
	VEHICLES UP TO ¾ TON – PER LOADED MILE		MILE	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$4.50	\$4.50	\$4.00	\$4.00	\$3.50	\$3.50	\$4.00	\$4.00
	VEHICLES OVER ¾ TON – PER LOADED MILE		MILE	\$3.00	\$3.00	\$4.00	\$4.00	\$5.00	\$5.00	\$5.50	\$5.50	\$5.00	\$5.00	\$4.50	\$4.50	\$6.00	\$6.00
11. Additional Trips (after-hours release of vehicles)		45	EACH	\$60.00	\$2,700.00	\$42.00	\$1,890.00	\$100.00	\$4,500.00	\$60.00	\$2,700.00	\$65.00	\$65.00	\$50.00	\$2,250.00	\$0.00	\$0.00
12. Storage Days		1421															
	VEHICLES UP TO ¾ TON		DAY	\$40.00	\$40.00	\$42.00	\$42.00	\$40.00	\$40.00	\$30.00	\$30.00	\$45.00	\$45.00	\$35.00	\$35.00	\$50.00	\$50.00
	VEHICLES OVER ¾ TON		DAY	\$40.00	\$40.00	\$42.00	\$42.00	\$50.00	\$50.00	\$65.00	\$65.00	\$55.00	\$55.00	\$65.00	\$65.00	\$50.00	\$50.00
13. Waiting Time		3															
	VEHICLES UP TO ¾ TON		HOUR	\$60.00	\$60.00	\$42.00	\$42.00	\$50.00	\$50.00	\$100.00	\$100.00	\$65.00	\$65.00	\$55.00	\$55.00	\$120.00	\$120.00
	VEHICLES OVER ¾ TON		HOUR	\$60.00	\$60.00	\$74.00	\$74.00	\$50.00	\$50.00	\$100.00	\$100.00	\$75.00	\$75.00	\$75.00	\$75.00	\$120.00	\$120.00

CITY OF LEE'S SUMMIT
 PROCUREMENT AND CONTRACT SERVICES DIVISION
Evaluation Criteria Composite Score Sheet

PROJECT: TOW SERVICES

BID NO: 2018-001

	50 Point	20 Point	10 Point		FIRM	FIRM	FIRM	FIRM	FIRM	FIRM	FIRM		
	Item	Item	Item										
Outstanding	37-50	16-20	9-10	Pts	# Mmbrs	Max Pts	Ron's Auto & Truck Towing, LLC	Jim's Tow	Independence Specialty Tow	Santa Fe Tow	Elite Tow	Jackson County Tow	Lazer Pipes
Exceeds Acceptat	25-36	11-15	6-8										
Acceptable	13-24	6-10	3-5										
Marginal	0 - 12	0-5	0 - 2										
1. Service Cost Pricing: Lowest and best price for goods and/or services that are determined to be in the best interest of the City will be considered in evaluating this bid.	50	2	100	87	81	36	60	51	52	45			
2. References and Experience: Consideration will be given to the length of time the company has been in operation, providing similar goods and/or services; past performance history, and references.	20	2	40	38	38	36	37	35	35	35			
3. Tow Lot Proximity: Location of Firm: Consideration will be given to those firms located in closest proximity* to the City of Lee's Summit.	10	2	20	14	17	8	8	17	8	8			
4. Personnel Qualifications: Consideration will be given to the qualifications of the personnel who will be carrying out contractual duties.	10	2	20	20	19	15	20	18	18	18			
Equipment: Consideration will be given to the type, capability of and condition of the equipment to be utilized in performing contractual duties.	10	2	20	18	17	4	18	10	19	20			
	100		200	177	172	99	143	131	132	126			

* Proximity was determined by utilizing Map Quest to determine the number of miles from Lee's Summit City Hall to the address stated on the offeror's bid.
 All Tow Lots identified in the responses were within the stipulated 20 mile radius.

Packet Information

File #: TMP-0726, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND MOTOROLA SOLUTIONS, INC., IN THE AMOUNT OF \$7,996,943.28 FOR THE PURCHASE OF P25 RADIO SYSTEM SOLUTION THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE KANSAS CITY REGIONAL PURCHASING COOPERATIVE OF JOHNSON COUNTY, KANSAS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI. (F&BC 12-4-17)

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND MOTOROLA SOLUTIONS, INC., IN THE AMOUNT OF \$7,996,943.28 FOR THE PURCHASE OF P25 RADIO SYSTEM SOLUTION THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE KANSAS CITY REGIONAL PURCHASING COOPERATIVE OF JOHNSON COUNTY, KANSAS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Key Issues:

The City of Lee's Summit desires to enter into a contract with Motorola Solutions Inc. to purchase and implement a new radio system known as the P25 Radio System. This will allow the City to join the Metropolitan Area Regional Radio System ("MARRS"). The Metropolitan Regional ("MARRS") system infrastructure is built on a Motorola platform. This solution will enhance radio coverage, frequency capacity, and reliability throughout the City of Lee's Summit, Missouri for emergency responders. Furthermore, joining the ("MARRS") system will provide interoperability of local government communications throughout Metropolitan region for the City of Lee's Summit, Missouri.

Proposed City Council Committee Motion: I move to recommend to the City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND MOTOROLA SOLUTIONS, INC., IN THE AMOUNT OF \$7,996,943.28 FOR THE PURCHASE OF P25 RADIO SYSTEM SOLUTION THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE KANSAS CITY REGIONAL PURCHASING COOPERATIVE OF JOHNSON COUNTY, KANSAS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND MOTOROLA SOLUTIONS, INC., IN THE AMOUNT OF \$7,996,943.28 FOR THE PURCHASE OF P25 RADIO SYSTEM SOLUTION THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE KANSAS CITY REGIONAL PURCHASING COOPERATIVE OF JOHNSON COUNTY, KANSAS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT,

MISSOURI.

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND MOTOROLA SOLUTIONS, INC., IN THE AMOUNT OF \$7,996,943.28 FOR THE PURCHASE OF P25 RADIO SYSTEM SOLUTION THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE KANSAS CITY REGIONAL PURCHASING COOPERATIVE OF JOHNSON COUNTY, KANSAS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Background:

With the purchase of the P25 Radio System, the City will be able to join the Metropolitan Area Regional Radio System ("MARRS"). The Metropolitan Regional ("MARRS") system infrastructure is built on a Motorola platform. This solution will enhance radio coverage, frequency capacity, and reliability throughout the City of Lee's Summit, Missouri for emergency responders. Furthermore, joining the ("MARRS") system which will provide interoperability of local government communications throughout Metropolitan region for the City of Lee's Summit, Missouri. Currently the ("MARRS") system operates throughout the Metropolitan area and the City of Lee's Summit is an uncovered area within the ("MARRS") system. The City of Lee's Summit, Missouri is one of the last large jurisdictions to join the ("MARRS") system. By the City joining the system, the City will enhance its public safety radio communications and the City's interoperability with other jurisdictions within the Metropolitan area. With the existing system the City of Lee's Summit, Missouri public safety workers struggle to communicate with others during a multi-jurisdictional event and experience occasional coverage issues within our own City.

The proposed contract includes purchase of the system infrastructure, subscriber radios for Police, Fire, Public Works, Airport, Water, and Dispatch Centers, GPS Monitoring for Police radios, Mapping solution for GPS tracking, security monitoring, warranty and maintenance services, and post warranty services for an additional year.

Impact/Analysis:

Funding for the new radio system will come from a No-Tax increase General Obligation Bond for Public Safety Improvements that was passed by the citizens of Lee's Summit at the November 8, 2016 general election. The City is able to participate in a cooperative purchasing program with Johnson County, Kansas to acquire goods and services from Motorola in cooperation with other members of the program and also receive additional incentives from Motorola, thereby realizing cost savings.

Timeline:

Start: Upon the signing of the contract

Finish: System infrastructure to be built and installed mid 2018 will a tentative go live date at the end of 2018.

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Major Mark Taylor

File #: TMP-0726, **Version:** 1

Recommendation: Staff recommends approval.

Committee Recommendation: [Enter Committee Recommendation text Here]



LEE'S SUMMIT MISSOURI

INTEROFFICE MEMORANDUM

CONTRACT DOCUMENT

Johnson County, Kansas Coop AutoRenewal

DATE: March 2017
TO: Key Purchasing Personnel
FROM: Desiree Collins, Procurement and Contract Services
RE: Coop Contract for Communications System
Johnson County Kansas Agreement and LS Bid #2012-010/6R

Vendor	Motorola Solutions, Inc. c/o Commenco Inc. 1301 E. Algonquin Road Schaumburg, Il 60196
Phone & Fax	CALL FOR QUOTES TO CONFIRM CURRENT PRICING Phone#: 847-514-7130 Fax#: 816-734-0534
Contact Person	Linda Harmon or Kris Evans (Commenco)
Ordering Instructions	<ul style="list-style-type: none">• Department Calls Vendor for Quote• Using Department to enter requisition into Lawson System for a Purchase Order to be issued.• Invoices will be paid against Lawson System Receivers and Lawson Purchase Order
Terms/Discounts	Net 30
Delivery	Destination
Pricing	Call Vendor for Quote
Response Time	As Required
Effective Dates	February 1, 2017 through February 1, 2018

cc: Accounts Payable (Include Wage Order, if applicable)
Bid File- Original memo

M:\PROCUREMENT\Agreements-Contracts\Piggyback joint contracts\Old Coop Contracts\2012-010 CityWide Communications System\2012-010,6R Citywide Communication System\Contract Award Dept coversheet-Commenco & Motorola.doc

The mission of the Purchasing Division is the commitment to provide the highest standard of service and professionalism to departments, suppliers, citizens, and other government entities. The Purchasing staff is dedicated to procuring quality goods and services in the most timely and cost effective manner while ensuring the compliance of all legal requirements, rules and regulations, and preserving public trust.



Motorola Solutions, Inc.
1303 E. Algonquin Road
Schaumburg, IL 60196

February 9, 2017

Ellen Wernicke, Director
Johnson County Emergency Communications 11880 S.
Sunset Drive
Olathe, KS 66061

Subject: Communications System Agreement with Johnson County, Kansas,
Amendment dated January, 2017.

Regarding: Cooperative Purchasing Agreement

* Auto renewal

Valid 2-1-17 - 2-1-18

Dear Ms. Wernicke

Please accept the following as Motorola Solutions (MSI) agreement for cooperative purchasing with the above reference contract and amendment.

COOPERATIVE PURCHASING. Upon written notice with intent to buy with MSI, any governmental agency in the States of Kansas and Missouri may purchase Equipment, Software, or Systems using this Agreement or using the pricing in this Agreement.

Either party may opt to cancel this Cooperative Purchasing Agreement with a 90 day written notice to the other party.

Should you have any questions, please do not hesitate to call.

Sincerely,

MOTOROLA SOLUTIONS, INC.

Ali Kapadia

MSSSI Vice President
North America Government Markets

**Amendment No 3 To
Communications System Agreement
(Contract Number 07-13201/DL v.3-12-13)**

This Amendment No. 3 to the Communications System Agreement, contract number 07-13201/DL v.3-12-13, ("CSA" or "Agreement") is made by and between Johnson County, Kansas ("County" or "Party" or "Licensee"), and Motorola Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware ("Motorola" or "Contractor" or "Party") (collectively "Parties"). This Amendment No. 3 amends the Agreement identified above.

RECITALS

WHEREAS, the Parties entered into the Agreement dated March 19, 2013, under which the County agreed to purchase and Motorola agreed to sell an ASTRO 25 800 MHz Radio System Expansion and subsequent future equipment and software as to which the Parties may agree; and,

WHEREAS, the Parties entered into Amendment No.1 to facilitate future purchases of equipment, software and services pursuant to the terms and conditions of the CSA by updating Exhibit G, Motorola APC Discount Schedule 1-23-13; and,

WHEREAS, the Parties, pursuant to Section 16.9 of the CSA, wish to amend the CSA to accommodate such future purchases of equipment, software and services by updating Exhibit G, Motorola APC Discount Schedule 4-23-15;

NOW, THEREFORE, the Parties agree that the CSA shall be amended as follows:

1. Amendment No. 3 shall only apply to purchase orders made after the execution of this Amendment and shall not apply to prior purchases pursuant to the CSA.
2. Section 1 – Exhibits B shall only apply to the ASTRO 25 800 MHz Radio System Expansion purchased pursuant to the CSA. Section 1 is hereby amended to replace Exhibit G with the attached Exhibit G, Motorola APC Discount Schedule and Bundled Radio Packages dated 1-20-17.

This Amendment No. 3 is effective on February 1, 2017.

BY SIGNING BELOW, both parties hereto accept this Amendment Number 3 to the Agreement. Except as amended herein, all the terms and conditions of the Agreement, as previously modified, remain unchanged and in full force and effect.

JOHNSON COUNTY, KANSAS

MOTOROLA SOLUTIONS, INC.

BY: 

BY: 

NAME: Ellen Wernicke

NAME: Ali Kapadia

TITLE: Director

TITLE: MSSSI VICE PRESIDENT

DATE: 1-31-2017

DATE: 1/30/2017

EXPERIENCE THE POWER OF P25

Now – December 9 receive:

\$350 OFF

APX 4000 and APX 4500s

OR

\$400 OFF

APX 6000, APX 6500, APX 8000,
and APX 8500s

KC MARRS Security Package

Purchase Standard
Johnson County Package
and receive:

- OTAP @ no cost
- OTAR @ no cost
- DES @ no cost

Available for MO/KS MARRS members



To purchase, contact your Motorola Account Manager:

Regi Mele: 312-835-9096

Tony Kosiba: 402-659-8848

Inside Sales Rep:

Ashley Bucz: 312-809-0684

TERMS AND CONDITIONS

- The following APX savings should be taken off main line item. \$350 for the APX 4000 and \$400 for the APX 6000, APX 6500, APX 8000, and APX 8500s.
- Promotional discount applies to new APX subscriber orders booked February 1, 2017 – December 9, 2017.
- Customer must request that subscribers be shipped no later than December 16, 2017.
- Promotion must be included at the time of order to be eligible for the promotional discount.
- Participants must be new or existing Motorola customers
- In order to qualify for this promotion, customer must contact its Motorola Account Representative or Local MR and reference this promotion.



- Promotion does not apply to existing customer backlog orders or existing and outstanding quotes.
- MDL orders must go through Price Exception (PE) process.
- Promotion does not apply to Above the Price Book (APB) opportunities.
- Promotion cannot be combined with any other promotional offer.
- In order to qualify for this promotion, customer must contact its Motorola Account Representative or Local MR and reference this promotion.
- Motorola Solutions, Inc. ("Motorola") reserves the right to modify this promotion in whole or in part without prior notice. All decisions made by Motorola Solutions are final.

Motorola Solutions, Inc. 500 W. Monroe Street Chicago, IL 60661 U.S.A. 800-367-2346 motorolasolutions.com

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Johnson County, KS
 Motorola Contract #07-13201DL v. 3-12-13
 Exhibit G Amendment 3
 1/20/17

Infrastructure	APC	Product	Discount
	112	GTR8000 Stations	25.0%
	147	Router Equipment	25.0%
	222	Software	0.0%
	137	Key Management Facility	18.0%
	228	Centra Com Gold Elite	25.0%
	244	Centra Com Gold Elite Accessories	25.0%
	280	Zone Controller	25.0%
	281	Zone Manager	25.0%
	404	Gold Series Elite Accessories	25.0%
	417	Site Equipment	0.0%
	443	MCC7500	25.0%
	457	Site Equipment	19.0%
	495	Field Replacement Units (FRU)	25.0%
	509	Quantar Stations	25.0%
	524	ASTRO DUI	25.0%
	675	QTAR SZ Intellirepeater	15.0%
	729	Software	0.0%
	780	Repeater Equipment	15.0%
	823	Software	0.0%
	877	Master Site ASTRO	15.0%
	888	Astro Secure Equipment	25.0%
Subscriber	APC	Product	Discount
	430	Software (Flash) Upgrade	27.5%
	466	APX1500	27.0%
	471	APX4500	27.0%
	426	APX 4000 Portable	27.0%
	481	APX 6000 Portable	27.0%
	527	APX 6500 Mobile	27.0%
	536	APX 3000 Portable	27.0%
	655	APX 7000 Portable	27.0%
	656	APX 7500 Mobile	27.0%
	756	APX 6000 XE Portable	27.0%
	761	APX consolette	27.0%
	837	APX 1000 Portable	27.0%
Accessories - Subs	APC	Product	Discount
	115	Portable Accessories	19.0%
	256	Portable Accessories	19.0%
	271	Carrying Cases	19.0%
	291	batt management	19.0%
	372	Portable Accessories	19.0%
	453	battery	19.0%
	476	Portable Accessories	19.0%
	481	antenna	19.0%
	554	antenna	19.0%

Johnson County, KS

Motorola Contract #07-13201DL v. 3-12-13
 Exhibit G Amendment 3
 1/20/17

Accessories - Subs (continued)	APC	Product	Discount
	555	antenna	19.0%
	644	Mobile Accessories	19.0%
	706	Mobile Accessories	19.0%
	742	audio accessory	19.0%
	785	Chargers/Reconditioners	19.0%
	785	Portable Accessories	19.0%
	795	Portable Accessories	19.0%

Wireless Broadband	APC	Product	Discount
	117	Private Label RF Links	0.0%
	214	MOSCAD Hardware	15.0%
	224	Point-to-MultiPoint	15.0%
	382	MOSCAD Software	15.0%
	403	RNC3000 Data Controllers	15.0%
	469	Network Fault Management	15.0%

Drop ship	APC	Product	Discount
	124	MC3000 Desktop Controller	8.0%
	129	3rd Party hardware	19.0%
	131	Networking Products	15.0%
	131	Premysis Channel Banks	10.0%
	183	Signal Booster	19.0%
	207	Coax Cable	8.0%
	207	Tower	10.0%
	207	Site Development	10.0%
	229	NICE Logging Recorder/Accessories	23.9%
	262	Control Station Cables	10.0%
	329	Site Buildings	15.0%
	415	Monitors	24.0%
	457	Minitor V Pagers	8.0%
	515	After Market Site Equipment	15.0%
	708	Computers	10.0%
	854	Test equipment	10.0%
	856	Genwatch	10.0%

Services	APC	Product	Price
	127	Portable Programming	\$ 60.00
	127	Mobile Programming	\$ 60.00
	127	Flash Upgrade	\$ 60.00
	127	Mobile Dash Mount Install	\$ 257.00
	127	Mobile Trunk Mount Install	\$ 354.00
	127	Mobile Dual Control Head Install	\$ 591.00
	127	Motorcycle Install	\$ 492.00

Services (continued)	APC	Product	Price
	127	Mobile Removal	\$ 60.00
	127	Control Station Install	\$ 1,335.00

Motorola may adjust rates periodically, but no more than once each calendar year. When making the adjustment, the rates shown above may be increased by the cumulative change in CPI-W (the US City Average Consumer Price Index for Urban Wage Earners and Clerical Workers) from January 2013 to the latest month for which statistics are available when the increase is implemented.

Above pricing does not include:

- Program Management Coordination
- Interface and hardware to David Clark/Firecom equipment
- Mobile installation hardware (i.e. faceplates/mounting brackets/equipment accessories)
- Relocation of existing equipment
- Loading ID's into Zone Controller

Bundled Radio Package – Bundled Contract Prices

expire 12/31/2017

	MODEL NUMBER	DNUF	JO KS CONTRACT PRICE	BUNDLED CONTRACT PRICE
APX 4000 7/800 MHZ MODEL 2 PORTABLE				
APX 4000 7/800 MHZ MODEL 2 PORTABLE	H51UCF9PW6 N			
ADD: TWO KNOB CONFIGURATION				
ENH: 3600 OR 9600 TRUNKING BAUD SIN				
INTERNAL GPS ACTIVATION				
MISSION CRITICAL BLUETOOTH				
IV&D PACKET DATA				
ENH: MULTIKEY				
ENH: AES				
ADD: 3 YEAR SERVICE FROM THE START LITE				
EXTREME NOISE CANCELLING OPTION				
			\$4,390.00	\$3,227.38
				\$2,880.63

Bundled Radio Package – Bundled Contract Prices
 expire 12/31/2017

APX4500 7/800 MOBILE	MODEL NUMBER	DNUP	JO KS CONTRACT PRICE	BUNDLED CONTRACT PRICE
<u>APX4500 7/800</u>	M22URS9PW1 N			
ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM				
ADD: APX O2 CONTROL HEAD (Grey)				
ADD: APX CONTROL HEAD SOFTWARE				
ADD: DASH MOUNT				
ADD: ANT 3DB LOW-PROFILE 762-870				
ADD: PALM MICROPHONE				
ADD: 3 YEAR SERVICE FROM THE START LITE				
ADD: MULTIPLE KEY ENCRYPTION OPERATION				
ADD: AES				
INTERNAL GPS ACTIVATION				
IV&D PACKET DATA				
			\$4,732.00	\$3,487.03
				\$3,140.28

Bundled Radio Package – Bundled Contract Prices
 expire 12/31/2017

APX 6000 7/800 MHZ MODEL 2.5 PORTABLE - Li series	MODEL NUMBER	DNUP	JO KS CONTRACT PRICE	BUNDLED CONTRACT PRICE
<u>APX 6000 7/800 MHZ MODEL 2.5 PORTABLE - Li series</u>	H98UCF9PW6 N			
ADD: 9600 TRUNKING OR 3600 DIGITAL TRUNKING				
MULTI-KEY FOR ADDITIONAL KEYS				
AES ENCRYPTION				
ENH: 3 YR. WARRANTY (FROM START)				
INTERNAL GPS ACTIVATION				
BLUE TOOTH CAPABILITY				
IV&D PACKET DATA				
EXTREME NOISE CANCELLING OPTION				
			\$5,222.00	\$3,834.74
				\$3,487.99

Bundled Radio Package – Bundled Contract Prices
 expire 12/31/2017

APX 6000 7/800 MHZ XE MODEL 2.5 PORTABLE FIRE PORTABLE	MODEL NUMBER	DNUP	JO KS CONTRACT PRICE	BUNDLED CONTRACT PRICE
<u>APX 6000 7/800 MHZ XE MODEL 2.5 PORTABLE</u>	H98UCF9PW6 N			
CAI				
SMARTZONE				
P25				
MULTI-KEY FOR ADDITIONAL KEYS				
AES ENCRYPTION				
ENH: 3 YR. WARRANTY (FROM START)				
INTERNAL GPS ACTIVATION				
BLUE TOOTH CAPABILITY				
IV&D PACKET DATA				
EXTREME NOISE CANCELLING OPTION				
ENH: APX6000XE RUGGED RADIO (includes Delta T)				
ENH: Public Safety yellow or gree housing option				
			\$6,692.00	\$4,907.84
				\$4,561.09

Bundled Radio Package – Bundled Contract Prices
 expire 12/31/2017

APX6500 7/800 MHZ MID POWER MOBILE	MODEL NUMBER	DNUP	JO KS CONTRACT PRICE	BUNDLED CONTRACT PRICE
<u>APX6500 7/800 MHZ MID POWER MOBILE</u>	M25URS9PW1 N			
ADD: ASTRO DIGITAL CAI OPERATION				
ENH: SMARTZONE OPERATION APX6500				
ADD: P25 TRUNKING SOFTWARE				
ADD: O5 CONTROL HEAD				
ADD: APX CONTROL HEAD SOFTWARE				
ADD: DASH MOUNT				
ADD: ANT 3DB LOW-PROFILE 762-870				
ADD: PALM MICROPHONE				
ADD: AUXILARY SPKR 7.5 WATT				
ADD: 3 YEAR SERVICE FROM THE START LITE				
ADD: MULTIPLE KEY ENCRYPTION OPERATION				
ADD: AES ENCRYPTION				
INTERNAL GPS ACTIVATION				
IV&D PACKET DATA				
			\$6,317.00	\$4,644.08
				\$4,297.33



CITY OF LEE'S SUMMIT

P25 EXPANSION

NOVEMBER 21, 2017

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

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Control No. PS-000077406

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SECTION 1

CONTRACT

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



Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and City of Lee's Summit, Missouri ("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 F will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Pricing Summary" and "Payment Schedule"
B-1	"Pricing Summary" dated November 21, 2017
B-2	"Payment Schedule" undated
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description" dated November 21, 2017
C-2	"Equipment List" dated November 21, 2017
C-3	"Statement of Work" dated November 21, 2017
C-4	"Acceptance Test Plan" or "ATP" dated November 21, 2017
C-5	"Performance Schedule" to be developed
Exhibit D	Service Statement(s) of Work and "Service Terms and Conditions"
Exhibit E	System Upgrade Agreement Statement of Work
Exhibit F	"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, and including one (1) year of post warranty maintenance, support and upgrades ("Lifecycle Support Plan").
- 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 completion of one (1) year of Lifecycle Support Plan.

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. **SYSTEM UPGRADES.** During the one (1) year of Lifecycle Support Plan, the applicable provisions of this Agreement (except for passage of title and risk of loss to Equipment, warranty commencement, and Exhibit C) will govern the implementation of the System Upgrades. Title and risk of loss to Equipment will pass at shipment, and warranty will commence upon delivery.

3.6. **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 not included in the one (1) year of Lifecycle Support Plan for the Equipment 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 the one (1) year of Lifecycle Support Plan and those other maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.7. **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.

3.8. **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).

3.9. **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.

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

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$7,996,943.28. A Pricing Summary is included with the Payment Schedule in Exhibit B. The System price is \$7,996,943.28 and the one (1) year Lifecycle Support Plan price is included in the System price, based on initial System design. Motorola has priced the services, Software, and Equipment as an integrated system. A change in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (<http://www.bls.gov/ro5/cpimid.htm>), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

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.

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.

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

Attn: Chief of Police
10 NE Tudor Road
Lee's Summit, MO 64086



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

Attn: Chief of Police
10 NE Tudor Road
Lee's Summit, MO 64086

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

Attn: Chief of Police
10 NE Tudor Road
Lee's Summit, MO 64086

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 in Exhibit C-3. 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. 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.

12.3. **CONVENIENCE.** Customer may terminate this Agreement (in whole or part) at any time. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for (1) the portion of the Contract Price attributable to the Equipment and/or Software delivered, and all services performed, on or before the effective date of the termination; and (2) costs and expenses that Motorola incurs as a result of the termination of the Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts, restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable,



Customer will be liable to pay Motorola for the reasonable value of such Equipment, Software, services, costs and expenses. Notwithstanding the above, Customer shall have no right to terminate this Agreement if Motorola has given Customer a notice of default and such default has not been cured.

12.4. **UNEARNED DISCOUNTS.** If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of service payments for the original Term. Annual discounts for the Term can be found on the Pricing exhibit.

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. **INTENTIONALLY OMITTED**

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 Contract Price. 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.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

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

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

Section 16 GENERAL

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



will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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

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

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

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

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

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

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

Motorola Solutions, Inc.
Attn: Law Department
500 West Monroe Street, 43rd Floor
Chicago, IL 60661

Customer
Attn: Chief of Police
10 NE Tudor Road
Lee's Summit, MO 64086

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 3.7 (Motorola Software); Section 3.8 (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.

17. **INSURANCE.** Motorola shall secure and maintain, throughout the duration of this agreement, insurance of such types and in at least the amounts that are required herein. Motorola shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The Customer shall be notified by receipt of written notice from Motorola thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The Customer reserves the right to require PDF copies of any Additional Insured endorsement.

SUB-CONTRACTOR'S INSURANCE: If any part of the contract is to be sublet, Motorola shall:

Require each sub-contractor to secure insurance in amounts required of Motorola per their scope and work and submit such certificates to the City as outlined herein.

PUBLIC LIABILITY: Public liability insurance protection must be carried by Motorola, for the duration of the contract, in the minimum amount of \$1,000,000 including errors and/or omissions per U.S. DOT requirements as set forth under 49 Code of Federal Regulations, section 172.101.



COMMERCIAL GENERAL LIABILITY POLICY:

Limits:	Each occurrence	\$2,000,000
	Personal & Advertising Injury	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	General Aggregate	\$2,000,000

Policy must include the following conditions:
Bodily Injury and Property Damage
Insured Contract's Contractual Liability
Explosion, Collapse & Underground (if risk is present)
Additional Insured: City of Lee's Summit, Missouri

AUTOMOBILE LIABILITY: Policy shall protect Motorola against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
Any Auto OR All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:
Each Accident, Combined Single Limits,
Bodily Injury and Property Damage: \$500,000

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

18. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
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 City of Lee's Summit, Missouri ("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 for Software included in the System will be a period of one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first (the "Warranty Period"). The commencement date and the term of the Software warranty for Software licensed separately from the System in accordance with Section 3.4 of the Communications System Agreement will be a period of ninety (90) days from Motorola's shipment of the Software. If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in



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

Section 8 TERM AND TERMINATION

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

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

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

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

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

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

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

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

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

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

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

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



Exhibit B-1
PRICING SUMMARY

1.1 PRICING SUMMARY

Table 1-1: Consoles

Description	Price (\$)
Fire	
Equipment	\$378,904.00
System Installation, (1) One Year Warranty and (1) One Year Post Warranty and Services Per SOW's	\$120,103.00
<i>Includes install, optimize, program of consoles, consolettes, Eventide logger and training</i>	
Police	
Equipment	\$565,596.00
System Installation, (1) One Year Warranty and (1) One Year Post Warranty and Services Per SOW's	\$239,597.00
<i>Includes install, optimize, program of consoles, consolettes, Eventide logger and training</i>	
Sub Total	\$1,304,200.00

Table 1-2: Subscribers

Description	Price
Police	
APX6000 Single	\$997,015.05
Accessories	\$89,612.61
APX6500 Remote	\$517,635.21
APX8500 Motorcycle	\$27,589.52
APX6500 Dual Head	\$6,487.84
APX6500 Dash Mount	\$17,472.81
Sub Total	\$1,655,813.04
Fire	
APX8000XE Dual Band	\$670,670.26
Accessories (Dual Band)	\$85,009.96
APX4000 Single Band	\$58,094.78



Description	Price
Accessories (Single Band)	\$3,127.32
APX8500 Remote (Dual Head)	\$57,526.72
APX8500 (Dash Mount)	\$19,570.86
APX8500 (Remount Mount)	\$239,370.48
Accessories for Remote Mount	\$2,535.00
APX Consolette (Single Band)	\$38,044.68
Sub Total	\$1,173,951.06
Public Works	
APX900	\$47,657.97
Accessories	\$1,695.61
APX1500 Mobile	\$120,868.02
APX1500 Base	\$6,772.14
Sub Total	\$176,993.74
Water	
APX900	\$30,837.51
Accessories	\$1,341.74
APX1500 Mobile	\$108,471.30
Consolette & 3 Desksets	\$12,627.34
Sub Total	\$153,277.89
Airport	
APX900	\$28,034.10
Accessories	\$745.33
APX4500 Remote Mount	\$14,358.96
Sub Total	\$43,138.39
Net Total with Accessories	\$3,203,173.12
Subscriber Installation	
Subscriber Installation, Program and optimization	\$302,263.00

Table 1-3: Backhaul

Description	Price (\$)
Microwave–Cambium PTP810 with 50 Mbps license	\$120,132.00
License for 200 Mbps	\$18,039.00

Table 1-4: Core System Level Equipment

Description	Price (\$)
Site Licenses, Enhanced Data, UNS, Core Ethernet Switch Equipment	\$36,625.00
Intelligent Middleware Core Equipment	\$23,155.00
System Installation, (1) One Year Warranty and (1) One Year Post Warranty and Services Per SOW's	\$35,836.00
Sub Total	\$95,616.00

Table 1-5: Fixed Network Equipment

Description	Price (\$)
Equipment	\$2,993,397.80
Intelligent Middleware User Licenses	\$24,721.20
System Installation, (1) One Year Warranty and (1) One Year Post Warranty and Services Per SOW's	\$1,290,114.00
<i>Install, program, optimize the FNE, Microwave equipment including the relocation of the MW equipment, removal of the existing UHF simulcast system, FCC licensing coordination fees, DC Battery Labor, Coverage Acceptance Testing, documentation</i>	
Sub Total	\$4,308,233.00

Table 1-6: Civil Equipment and System Integration

Description	Price (\$)
Woods Chapel	\$150,632.00
Ranson Road	\$151,922.00
Scherer	\$318,103.00
Clearwire New Shelter	\$234,947.00
Lee's Summit Police Dispatch	\$41,935.00
Lee's Summit Fire Dispatch	\$59,500.00
Sub Total	\$957,039.00

Table 1-7: CompassCOM

Description	Price (\$)
CompassCOM Equipment, System Installation, (1) One Year Warranty and (1) One Year Post Warranty and Services Per SOW's	142,025.00

Table 1-8: Project Totals

Description	Price (\$)
Project Total	\$10,450,720.87
Existing Radios Upgrade Value Subscriber Trade-In @ 1000.00 per radio as proposed for completed Nov 20, 2017 order.	(\$545,000)
Existing Consoles Upgrade Value Console Trade-In @ \$4000.00 per Console (14x4) for completed Nov 20, 2017 order	(\$56,000)
Contract Incentives Based on As-Proposed. Removal of items or scope will change contract incentives.	(\$1,849,778)
Technology Credit – 3 IP Cameras at Clearwire Site	(\$3,000)
Project Grand Total with Incentives and Upgrade Credits	\$7,996,943.28

The Pricing is based off Johnson County Kansas Agreement LS Bid# 2012-010/6R

1.2 POST PURCHASE OPTIONAL SERVICES

Table 1-9: SUAll and Maintenance (See below for detail)

Description	Price (\$)
Year 3	\$355,839.21
Year 4	\$382,744.78
Year 5	\$391,209.59
Sub Total	\$1,129,793.58

Table 1-10: SUAll

Description	Price (\$)
Paid annually	
<p>The Motorola Solutions System Upgrade Agreement II (SUAll) is comprehensive approach to technology refreshment of the ASTRO 25 system, aligned with the Motorola Solutions lifecycle roadmap. As major system releases become available, the SUAll will provide up to one system upgrade every two years (Motorola Solutions combines features of two releases in a single upgrade jump). Customers that take advantage of the ASTRO 25 System Upgrade Agreement II will be provided with the hardware and software updates necessary to maintain their system at the highest level of support and availability. Labor and technical resources to implement eligible system upgrades, such as Upgrade Operations (UO), Field Engineering, Program Management, Systems Technologist and local service shop, are included within the coverage of this agreement. Keeping current via the SUAll also provides access to the latest standard and optional features available in each system release. (Note: This may require an additional fee for optional feature licensing and hardware).</p>	
Year 3	\$104,450.58
Year 4	\$104,586.21
Year 5	\$104,726.79
Sub Total	\$313,763.58

Table 1-11: SUS

Description	Price (\$)
Paid annually	
<p>The Motorola Solutions Systems Support Center's (SSC) Technical Support Operation is staffed with experienced technologists who specialize in the diagnosis and resolution of system performance issues. The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise and troubleshooting. Technical experts are available 24 x 7 to characterize issues to ensure top priority problems receive immediate attention and resolution:</p> <ul style="list-style-type: none"> • Case management and escalation procedures are in place to help ensure that contracted response and restore times are met, each and every time, along with tracking of what has been done so everyone has a consistent view to the issue at hand. • A fully equipped system lab is used to duplicate more complex issues. • Technologists have access to Motorola Solutions Development Engineering resources for complicated technical issues. 	

Description	Price (\$)
Year 3	\$28,424.00
Year 4	\$28,424.00
Year 5	\$28,424.00
Sub Total	\$85,272.00

Table 1-12: Technical Support

Description	Price (\$)
Paid annually	
<p>Technical Support (7x24)</p> <p>The Motorola Solutions Systems Support Center's (SSC) Technical Support Operation is staffed with experienced technologists who specialize in the diagnosis and resolution of system performance issues. The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise and troubleshooting. Technical experts are available 24 x 7 to characterize issues to ensure top priority problems receive immediate attention and resolution.</p> <ul style="list-style-type: none"> • Case management and escalation procedures are in place to help ensure that contracted response and restore times are met, each and every time, along with tracking of what has been done so everyone has a consistent view to the issue at hand • A fully equipped system lab is used to duplicate more complex issues. • Technologists have access to Motorola Solutions Development Engineering resources for complicated technical issues. 	
Year 3	\$17,916.80
Year 4	\$17,916.80
Year 5	\$17,916.80
Sub Total	\$53,750.40



Table 1-13: Onsite, Dispatch, Cambium Microwave and Eventide

Description	Price (\$)
Paid annually	
<p>Onsite Infrastructure Response (7x24) (Requires Dispatch Service)</p> <p>Professional dispatch agents take your call, open a case to track, triage it to the appropriate response team, and monitor technician site arrival, response, and restore time to ensure compliance to committed response times:</p> <ul style="list-style-type: none"> • Trained and qualified technicians, backed by centralized Motorola Solutions resources, will arrive onsite within committed response times to ensure maximum system uptime. • Onsite Infrastructure Response means you don't have to dedicate technical resources or invest in the tools, training and inventory required to respond to system issues. • Flexibility to choose from four-hour response times on an 8x5 or 24x7 coverage basis, depending on your organizational needs. <p>Dispatch</p> <p>Ensures that local, trained and qualified technicians (provided by the customer or by Motorola Solutions) will arrive at the customer's location to diagnose and restore the communications network:</p> <ul style="list-style-type: none"> • Provides a single toll-free telephone number that answers 24 hours a day, seven days a week, 365 days a year, for service requests and warranty claims. • A single call to dispatch will ensure that trained, qualified technicians arrive onsite within committed response times to ensure maximum system uptime. Once the Motorola Solutions System Support Center (SSC) receives a request for service, a case will be opened and used to track the entire event from start to restoral or the closing of the case. • A proven escalation procedure ensures that, if your local authorized technician cannot respond, the issue will progress through a pre-defined progressive accountability process to meet your contracted response times. • Our centralized resources will ensure maximum system uptime without the customer needing to invest in a dedicated 24x7x365 support team. • Tracking the event through the Case Management system provides a record of events associated with the case, which can then be presented to the customer in the form of case activity reports. The case management system can also be accessed remotely via the Internet on the Motorola Solutions Online web portal. • Dispatch service can also be used to dispatch the customer's technical staff. • Dispatch service required if On Site is purchased. 	
Year 3	\$99,323.47
Year 4	\$126,093.41
Year 5	\$134,417.64
Sub Total	\$359,834.52

Table 1-14: Infrastructure Repair

Description	Price (\$)
Paid annually	
Infrastructure Repair provides for the repair of the equipment in the proposed solution, whether it is manufactured by Motorola Solutions or by another vendor. All equipment will be sent to Motorola Solutions Solution's Infrastructure Depot Operations Center (IDO), a centralized location, where factory-trained technicians will use ISO9001 and TL9000-certified methodologies to troubleshoot, repair, and test the equipment to bring it to working order. Motorola Solutions will also send third-party equipment to the original equipment manufacturer or third-party vendor for service, coordinating and tracking its repair and return. All components will be repaired or replaced prior to return to Lee's Summit.	
Year 3	\$51,738.72
Year 4	\$51,738.72
Year 5	\$51,738.72
Sub Total	\$155,216.16

Table 1-15: Preventive Maintenance

Description	Price (\$)
Paid annually	
<p>Motorola Solutions-certified field technicians inspect the network on a routine basis to help ensure that equipment continues to meet original manufacturer's specifications. If necessary, technicians are dispatched to the customers' site to perform hands-on examination and diagnostics:</p> <ul style="list-style-type: none"> • Optimize network performance; Identify potential faults to enable quick response before they can cause communication disruptions. • Prolong the life and maximize the performance of the communications system. • When your network is more reliable, trouble calls decrease and total cost of ownership is considerably reduced. • Proactively detects potential issues, which keeps equipment optimized and helps you to manage your maintenance budget. 	
Year 3	\$13,646.16
Year 4	\$13,646.16
Year 5	\$13,646.16
Sub Total	\$40,938.48

Table 1-16: Network Monitoring

Description	Price (\$)
Paid annually	
<p>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.</p> <p>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.</p> <p>Our 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.</p> <p>Specifically, Network Monitoring Service provides:</p> <ul style="list-style-type: none"> • 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. 	
Year 3	\$16,140.96
Year 4	\$16,140.96
Year 5	\$16,140.96
Sub Total	\$48,422.88

Table 1-17: Security Monitoring

Description	Price (\$)
Paid annually	
Our Security Operations Center (SOC) is a specialized and secured facility that will monitor Lee's Summit equipment for attacks on the system 24x7x365. SOC security analysts use advanced correlation and visualization tools to detect, identify, and respond to any security events. Monthly reporting will keep Lee's Summit informed about network activity, including the number of adverse events and actions taken to mitigate them.	
Year 3	\$14,369.52
Year 4	\$14,369.52
Year 5	\$14,369.52
Sub Total	\$43,108.56

Table 1-18: CompassCOM

Description	Price (\$)
Paid annually	
Compass COM Annual Software Maintenance	
Year 3	\$9,829.00
Year 4	\$9,829.00
Year 5	\$9,829.00
Sub Total	\$29,487.00

Exhibit B-2
PAYMENT SCHEDULE

For System Purchase:

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

Subscribers will be billed separately upon shipment to customer designated ship-to location.

Motorola reserves the right to make partial shipments 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.

For Lifecycle Support Plan (based on initial System design)

Motorola will invoice Customer annually in advance of each year of the plan not included in the contract price. 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 check, cashier's check, or wire transfer drawn on a U.S. financial institution in accordance with the following schedule.



Exhibit C

TECHNICAL AND IMPLEMENTATION DOCUMENTS

Please see the following pages.



Exhibit C-1
System Description

1.3 SYSTEM DESCRIPTION

1.3.1 System Overview

Motorola Solutions, Inc. (Motorola Solutions) is proposing a P25 radio system solution to provide adequate coverage, capacity, and reliability throughout the city of Lee's Summit, MO. In this proposal Motorola Solutions is offering an eight channel Simulcast Sub System with 4 RF Subsites with a Geo-Redundant Prime, and two MCC7500 dispatch sites for Lee's Summit. The proposed sites will tie into the current MARRS P25 radio system.

The Simulcast Remote Subsites will be FDMA and TDMA capable with Dynamic Channel Assignment. Dynamic Channel Assignment provides improved station efficiency and grade of service by enabling dynamic switching between Phase 1 FDMA mode and Phase 2 TDMA mode. Each of the four RF subsites include two transmit antennas for redundancy.

Motorola Solutions is proposing two MCC7500 dispatch sites for Lee's Summit. The dispatch sites will be located at the Lee's Summit Police Department and Lee's Summit Fire Department. Motorola Solutions is proposing eight MCC7500 console operator positions at the Police Department, and six MCC7500 console operator positions at the Fire Department.

1.3.2 ASTRO 25 Infrastructure

Our ASTRO 25 networks are designed to meet the current and future requirements for Project 25 (P25) solutions. Our portfolio of RF stations, receivers, site controllers, and comparators is designed to maximize channel up-time, simplify system technology refresh, enable smaller, more efficient site design, and minimize the cost of ownership.

G-series site equipment has many features built in to support ease of service. Six basic modules create the entire G-series platform resulting in reduced spare parts inventory. Modules have front access to improve serviceability, with hot-swap support to ensure channels are back on the air in minimum possible time. Standard Battery Revert and Charging capability is built into every G-series power supply. Integrating these capabilities eliminates the need for a large uninterrupted power supply and saves valuable site space.

Software upgrades are more stable and performed with less downtime in the GTR 8000 base radio. One version of software can run actively while another version is downloading. Using a remote IP connection, the user can decide when to switch between the two versions of software allowing the system manager to prepare for software downloads.

Information Assurance capabilities are standard with G-series equipment and can be configured or disabled depending on your specific system maintenance and security requirements. G-series products provide the necessary boundary defense capabilities required in mission-critical infrastructure today including local user accounts and password controls, user privilege model support (two levels), local and remote access services controls, secure shell services support, SNMPv3, central authentication, general operating system and network services hardening, and device test services controls.

Motorola Solutions' proposed solution for Lee's Summit is our ASTRO 25 Simulcast site addition to the existing MARRS ASTRO 25 system.

1.3.3 Simulcast Site Overview

A simulcast land mobile radio system provides continuous coverage over a large geographic region using a single set of frequencies. Simulcast solutions extend a system's RF coverage, especially in areas where available frequencies are limited, and in areas where physical barriers (for example, mountains and buildings) can cause reduced signal coverage.

Trunked simulcast was developed by Motorola Solutions to meet the needs of users who were outgrowing their single-site radio systems. Simulcast offers the following advantages:

- **Improved Coverage**—One radio site may not provide the coverage necessary for the application in question. Simulcast expands the coverage area by expanding the number of radio sites without adding additional frequencies.
- **Efficient Use of Frequencies**—Adding sites typically requires more frequencies. In a simulcast system, the same frequencies are used at every site in the system. This makes very efficient use of the available spectrum.
- **Simplified Radio Operations**—Because the simulcast architecture operates like a single-site system, operations are simplified and radios are easy to use.

The ASTRO 25 simulcast infrastructure consists of a central simulcast prime site and up to 32 distributed simulcast remote sites, each with up to 30 channels. The prime site acts as a control and digitized audio center for the simulcast subsystem. Audio is routed to the prime site from each simulcast remote site. To ensure that the best audio from the simulcast receivers is processed, a voting comparator selects the best signal.

The prime site contains the prime site simulcast controller, simulcast comparators, and networking equipment to interface to the remote simulcast sites. The simulcast RF transmitters and receivers are located at the simulcast remote sites. These sites simultaneously transmit identical information from each site to the radios. The receivers at these sites receive the audio from the user radios, and pass the audio back to the prime site for voting. Audio and site control comes from the prime and master sites. Equipment at a simulcast remote site includes a simulcast base radios, fault management equipment, and networking equipment to interface to the prime site.

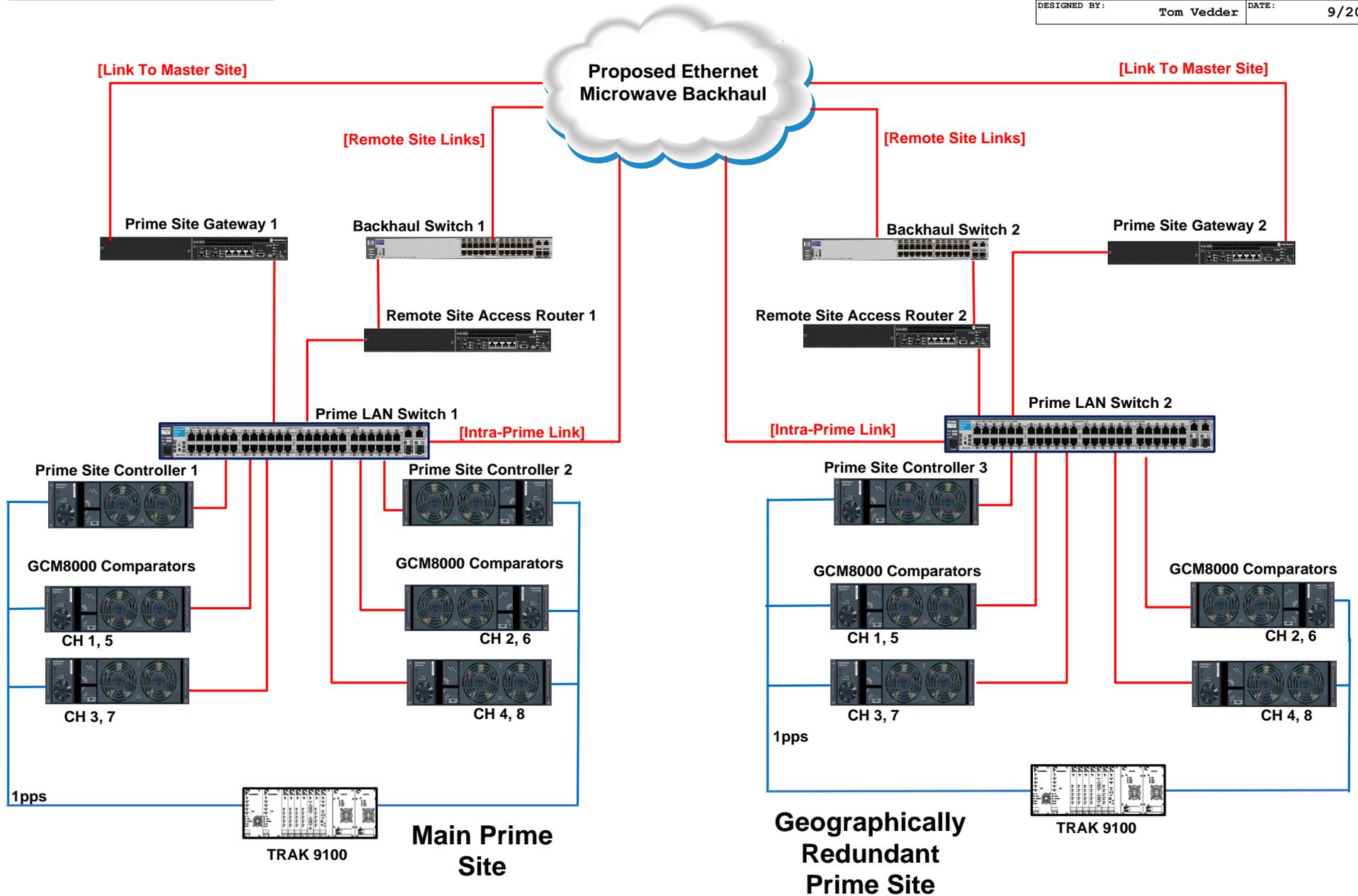
The standard Simulcast prime site architecture supports redundancy to protect against single points of failure that may occur within the prime site, however, it does not account for events that could knock out an entire prime site. Geo-Prime addresses this concern by geographically separating a secondary prime site. The secondary prime site can function fully in the case of a primary site failure.



LEGEND

- 10/100 BaseT
- Freq Reference
- Other

 MOTOROLA SOLUTIONS	
PROJECT:	Lee's Summit
TITLE:	Geo-Redundant Prime Sites
DESIGNED BY:	Tom Vedder
DATE:	9/2017



The Lee's Summit ASTRO 25 Simulcast Prime Site will be located at the Scherer Road Water Tower site which consists of the following components, described in the Component Descriptions section of this System Description:

- Two GCP 8000 Site Controller.
- Eight GCM 8000 Comparator.
- One GGM 8000 Site Gateway.
- One TRAK 9100 Simulcast Site Reference.
- One Sub-site Access Router.
- One Prime Site Ethernet Switch.
- One Sub-site Ethernet Switch.

Simulcast Geo-Redundant Prime Site

The Lee's Summit ASTRO 25 Simulcast Geo-Redundant Prime Site will be located at the Clearwire Tower site which consists of the following components, described in the Component Descriptions section of this System Description:

- One GCP 8000 Site Controller.
- Eight GCM 8000 Comparator.
- One GGM 8000 Site Gateway.
- One TRAK 9100 Simulcast Site Reference.
- One Sub-site Access Router.
- One Prime Site Ethernet Switch.
- One Sub-site Ethernet Switch.

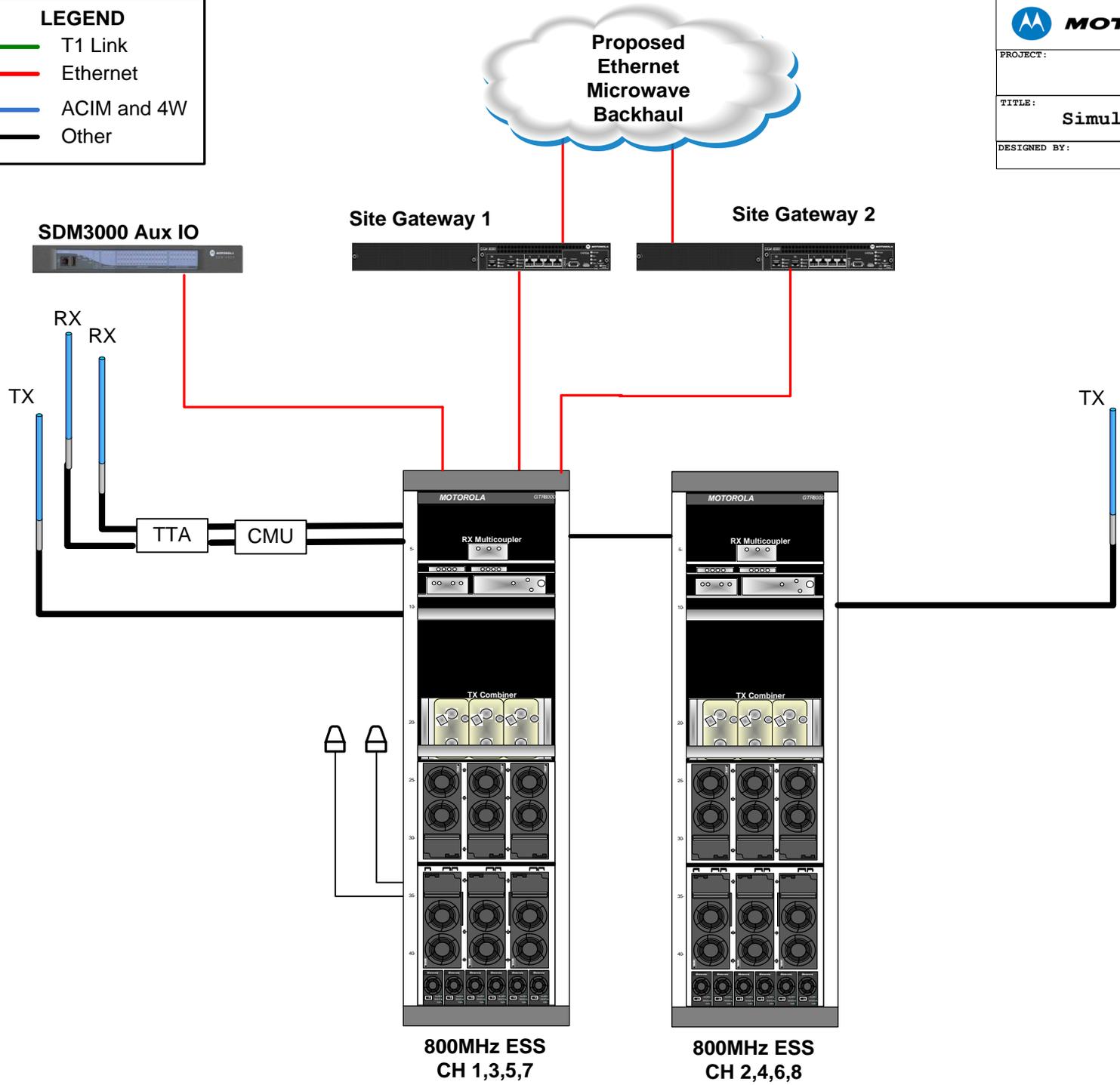
Simulcast Remote Site



LEGEND

- T1 Link
- Ethernet
- ACIM and 4W
- Other

 MOTOROLA SOLUTIONS	
PROJECT: Lee's Summit	
TITLE: Simulcast Remote Sites	
DESIGNED BY: Tom Vedder	DATE: 9/2017



The Lee's Summit ASTRO 25 Simulcast Remote Sites will be located at the Scherer Road Water Tower, Clearwire Tower, Ranson Road Water Tower, and Wood's Chapel Water Tower. These Remote Sites will consist of the following components, described in the Component Descriptions section of this System Description:

- GTR 8000 Expandable Site Subsystem (ESS).
- Eight GTR 8000 Repeater/Base Radio.
- Two GGM 800 Site Gateway.
- One TRAK 9100 Simulcast Site Reference.

1.3.3.1 Components

GTR 8000 Expandable Site Subsystem

The GTR 8000 Expandable Site Subsystem (ESS) enclosure can contain reconfigured GTR 8000 base stations, site LAN switches, and GCP 8000 controllers, along with an optional Radio Frequency Distribution System (RFDS), depending on your configuration needs.

Voice traffic is routed from each of the site base stations to the system for distribution all sites associated with the call. Benefits of the ESS include:

- **Integrated Design**—Provides a smaller footprint at the site.
- **Front/Top Access Design**—Minimized cabling reduces install and service labor.
- **Increased Power Supply**—Provides redundancy through common power bus.

GTR 8000 Site Repeater/Base Radio

The GTR 8000 Base Radio consists of a transceiver module, power amplifier module, fan module, and power supply. The transceiver module includes the functionality for the exciter, receiver, and station control. The base radio software, configuration, and network management, as well as inbound/outbound traffic handling, are performed through this transceiver module. On-board serial and Ethernet ports are located on this module for local servicing via Configuration/Service Software (CSS).

The power amplifier module amplifies the low-level modulated RF signal from the transceiver module and delivers the amplified signal on the path to the transmit antenna. The power supply module supports the transceiver and power amplifier modules, and can also provide auxiliary power to a connected site controller or Receive Multicoupler/Low Noise Amplifier (RMC/LNA).

GGM 8000 Gateway

The GGM 8000 Gateway is a modular multi-purpose network communications platform, designed to interconnect devices and networks within ASTRO 25 public safety network systems.

The GGM 8000 provides a connection to a Wide Area Network (WAN) with no conventional channel interface (V.24, analog, and/or IP). A GGM 8000 with a connection to a WAN and with a conventional channel interface (v.24, analog, and/or IP) functions as a Site and Conventional Channel Gateway.

GCP 8000 Site Controller

The GCP 8000 Site Controller (GCP 8000) is the control interface between the transmitter/receiver subsystem and the Zone Controller. The GCP 8000 Site Controller comprises redundant site controller modules; one site controller module acts as the active module, and the second module acts as a standby. The redundancy minimizes the possibility of a single point of failure at the site.

The GCP 8000 provides the following functions:

- Manages the channels to maximize throughput and channel availability.
- Administers registration and context activation requests.
- Monitors base stations and RF distribution equipment and interacts with the MOSCAD site device manager to facilitate centralized alarm and control monitoring.
- Provides redundant site control.
- Enables redundant site link routing for patch redundancy.

Additionally, the GCP 8000 provides the following functions at the simulcast site:

- Provides a time and frequency reference signal to the base stations, maximizing frequency stability and allowing for further site separation in a simulcast configuration.
- Provides IP simulcast capability, enabling true end-to-end IP connectivity in a simulcast configuration.

GCM 8000 Site Comparator

The GCM 8000 Comparator ensures the broadcast of the best possible voice signal by combining the best parts of a single signal that has been received by multiple sites in a Multisite (simulcast) system.

The comparator features a digital voting methodology: Frame Diversity Reception. The comparator selects the data frame or signals with the lowest Bit Error Rate (BER) and forwards it. By using the best pieces of each input signal, the result is the best possible composite signal.

Radio Frequency Distribution System

The Radio Frequency Distribution System (RFDS) provides interconnect between the base radios and antennas, allowing for a completely contained and more compact installation footprint. For the transmitters, this can include isolators, combiners, TX filters, diplexers, and power monitors.

For the receivers, this can include duplexers, site preselectors, and multicouplers. Various RFDS options exist for each of the GTR 8000 Base Radio, GTR 8000 Site Subsystem, and GTR 8000 Expandable Site Subsystem.

1.3.3.2 TRAK 9100 Simulcast Site Reference

The TRAK 9100 Simulcast Site Reference is a GPS-based frequency and time reference. The TRAK frequency reference provides the simulcast system 1 PPS (Pulse per Second), 5 MPPS, and 1 PPS + 5 MPPS composite signals. These signals are used to synchronize the transmission of a simulcast system to improve overall performance and coverage.

This unit provides a high-level redundancy, including redundant GPS receivers, backup rubidium standard, and redundant power supplies.



Sub-Site Access Routers

The sub-site access routers, located at the prime site, provide the IP network routing interfaces between the prime site and all of the sub-sites. In the single sub-site link configuration, two sub-site access routers are deployed in a cooperative WAN routing arrangement for T1/E1 subsystems. In the dual sub-site link configuration, two sub-site access routers each serve as the endpoint for one of the sub-site's WAN links. The sub-site access routers support T1, FT1, E1, FE1 and Ethernet sub-site links.

Note that the total number of access routers utilized at a trunking IP multi-site subsystem depends on the number of sub-sites. IP multi-site subsystems with 15 or less sub-sites require two access routers. Subsystems with more than 15 sub-sites, however, require two access router pairs (that is, four access routers) where each access router pair can support up to 16 sub-sites.

Prime Site Ethernet Switch

Two paired Ethernet switches form the prime site LAN in an IP multi-site subsystem. They are paired for redundancy so if one of them fails, half of the hosts (site controllers, comparators) on the LAN are still connected to a working Ethernet switch.

In a dual prime site link configuration, there are two prime site routers, each of which is attached to a different prime site LAN switch. This ensures that if either switch fails, there is still a path to a prime site router for connectivity to the master site.

1.3.4 Dispatch Overview

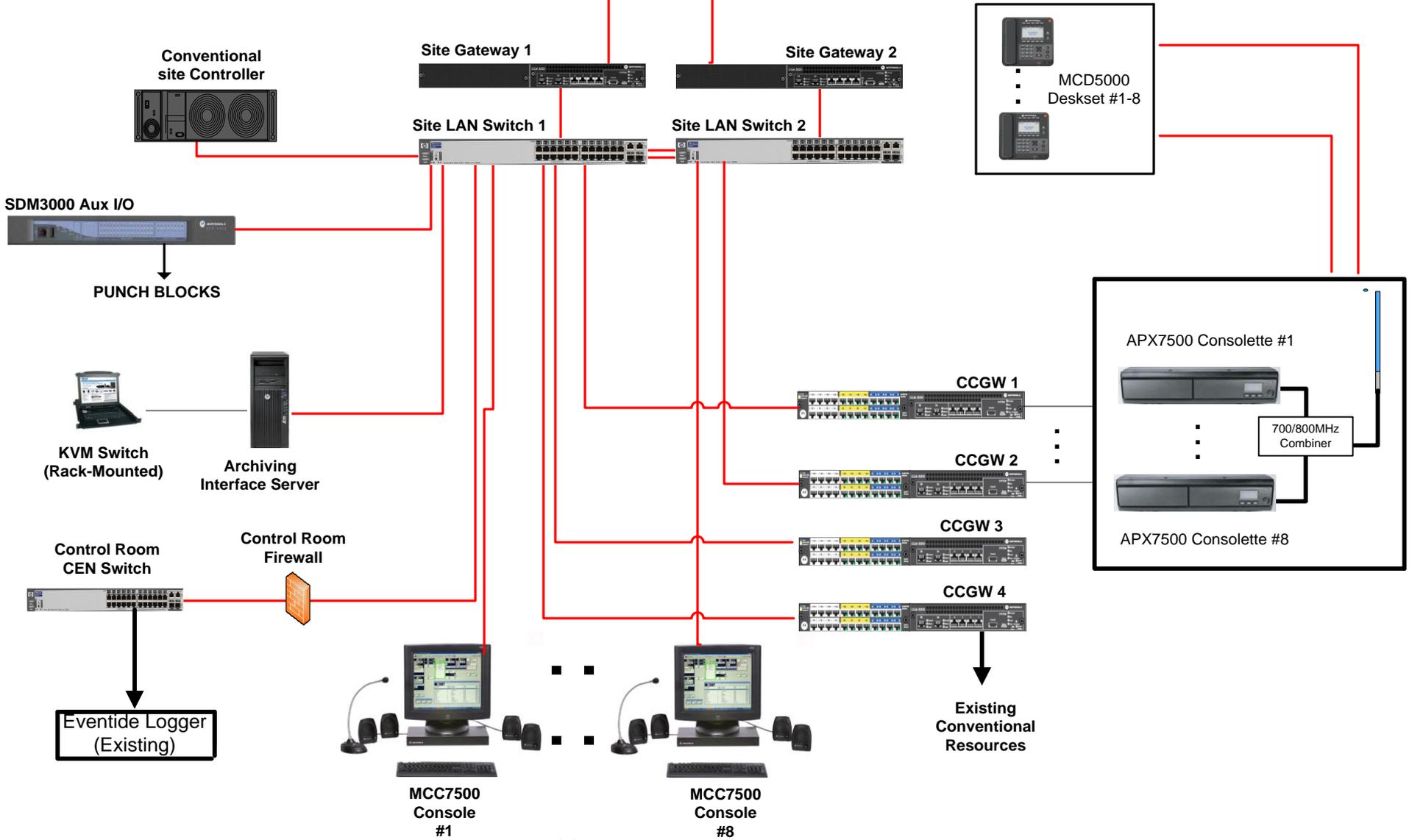
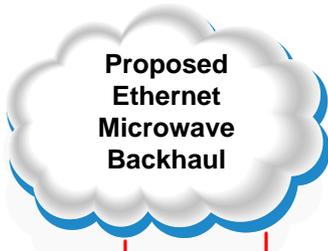
Our proposed dispatch solution for Lee's Summit is our MCC 7500 Dispatch Console, offering IP-based seamless connectivity between dispatch operators and field personnel. The MCC 7500 Dispatch Console will provide Lee's Summit with scalable and flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities.

The proposed solution for Lee's Summit includes eight MCC 7500 Dispatch Consoles at Lee's Summit Police Department and six MCC 7500 Dispatch Consoles at Lee's Summit Fire Department. The following tables summarize the proposed console equipment and peripherals included in our proposal. All licenses necessary for operation have also been included as part of the solution

1.3.4.1 Elements of the MCC 7500 at the Police Department

LEGEND

- T1 Link
- Ethernet
- ACIM and 4W
- Other



Eight (8) Dispatch

As proposed to Lee's Summit, each MCC 7500 Dispatch console includes the following elements at Lee's Summit Police Department:

Table 1-19: Elements of each MCC 7500 Dispatch Console at Lee's Summit Police Department

Quantity	Description
Operator Positions	
8	Personal Computer
8	Voice Processor Module
8	Computer Display
16	Headset Jack
16	Headsets
24	Desktop Speakers
8	Footswitch
8	Gooseneck Microphone
8	Instant Recorder Port
Additional Equipment	
2	Console LAN Switch
2	Console Site Router
4	GGM 8000 Gateway with a Conventional Gateway Interface (CCGW)
1	GCP 8000 Conventional Site Controller
1	SDM 3000 Auxiliary Input/Output Server
1	Archiving Interface Server
8	APX 7500 Consolettes
8	APX 7500 Consolette Antenna System
8	MCD5000 Deskset
8	MCD5000 Headset Jack
1	KVL 4000 Key Variable Loader (KVL) for Encryption
8	Instant Recall Recorder

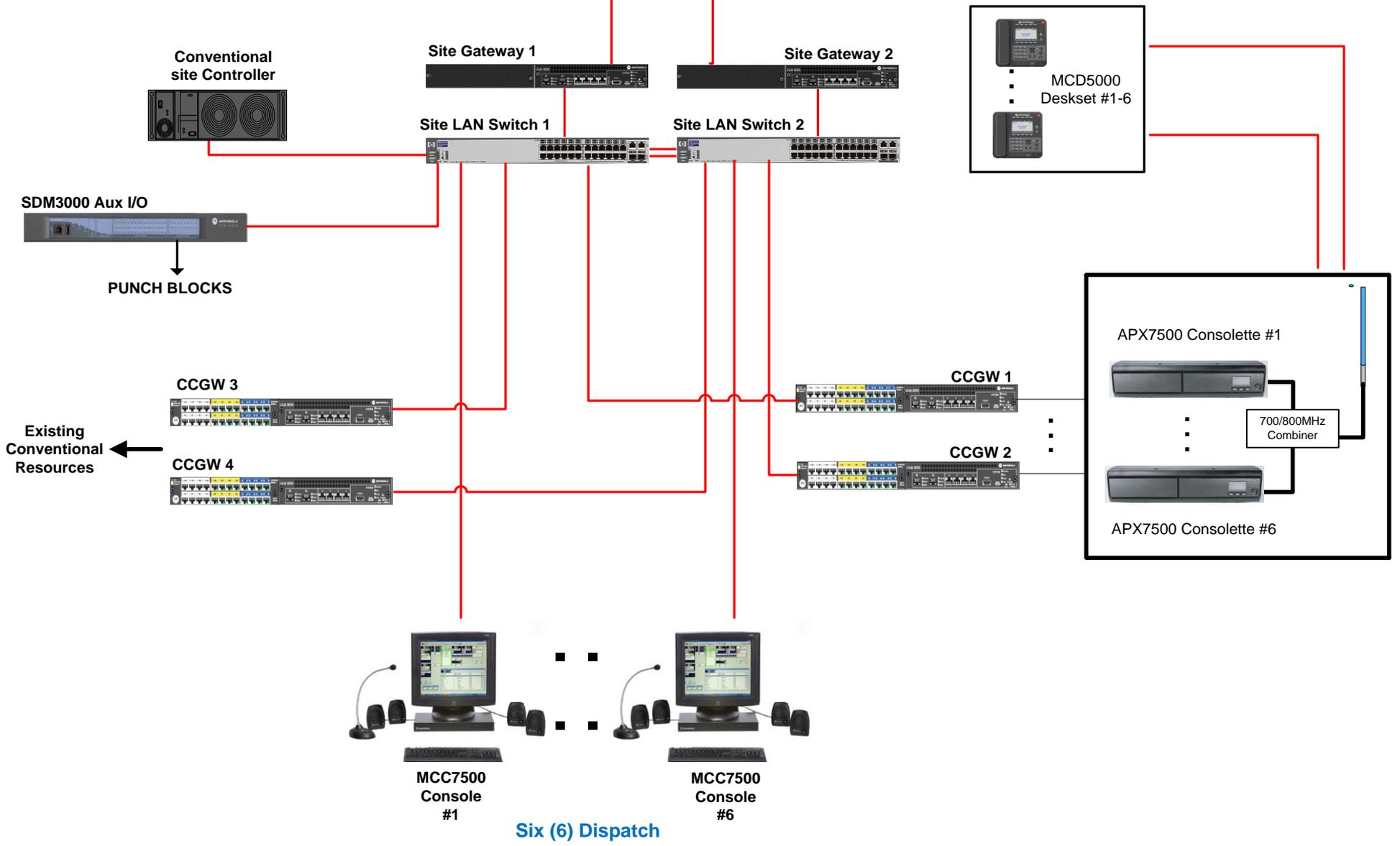
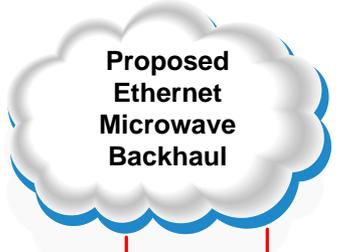
1.3.4.2 Elements of the MCC 7500 at the Fire Department



LEGEND

- T1 Link
- Ethernet
- ACIM and 4W
- Other

 MOTOROLA SOLUTIONS	
PROJECT:	Lee's Summit
TITLE:	Lee's Summit Fire Dept
DESIGNED BY:	Tom Vedder
DATE:	9/2017



As proposed to Lee's Summit, each MCC 7500 Dispatch console includes the following elements at Lee's Summit Fire Department:

Table 1-20: Elements of each MCC 7500 Dispatch Console at Lee's Summit Fire Department

Quantity	Description
Operator Positions	
6	Personal Computer
6	Voice Processor Module
6	Computer Display
12	Headset Jack
12	Headsets
36	Desktop Speakers
6	Footswitch
6	Gooseneck Microphone
Additional Equipment	
2	Console LAN Switch
2	Console Site Router
4	GGM 8000 Gateway with a Conventional Gateway Interface (CCGW)
1	GCP 8000 Conventional Site Controller
1	SDM 3000 Auxiliary Input/Output Server
6	APX 7500 Consolettes
6	APX 7500 Consolette Antenna System
6	MCD5000 Deskset
6	MCD5000 Headset Jack
1	KVL 4000 Key Variable Loader (KVL) for Encryption

Personal Display

This personal computer included with the console position runs Microsoft Windows 7, and is certified by Motorola Solutions to ensure that the dispatch software, voice cards, and secure cards are properly installed and configured.

Computer Display

A 22" Computer Display with Touch Screen is provided with each MCC7500 dispatch console.

Headset Jack

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

Gooseneck Microphone

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

Voice processor Module (VPM)

The secure VPM provides vocoding and audio processing for the dispatch console, and also serves as the hub for the console's speakers, microphone, footswitch, headset jacks, and recorders.

Footswitch

Each dispatch console includes a dual pedal footswitch that can be configured to control general transmit and monitor functions.

Desktop Speakers

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

1.3.4.3 Additional Equipment

Per your request, we have included the following additional items to extend the functionality of the MCC7500 to meet Lee's Summit needs.

SDM 3000 Auxiliary Input/Output Server

The SDM 3000 provides console operators with the ability to control and monitor external devices, such as doors and lights, from the console user interface. The console interface uses icons to display the state of external devices via auxiliary inputs and outputs, which support momentary and latched inputs, as well as latched and interlocked latched outputs.

GGM8000 Gateway with Conventional Channel Gateway Interface (CCGW)

The GGM 8000 interfaces analog and ASTRO 25 conventional channels to your ASTRO 25 radio system. The proposed GGM 8000 contains eight analog ports, eight V 24 ports, and an Ethernet port, supporting up to 16 conventional channels. It will also support up to 16 IP based channels, bringing the total number of supported channels to 32. The GGM 8000 can simultaneously support a combination of analog, MDC 1200, ACIM Link, digital, and mixed mode channels.

1.3.4.4 GCP 8000 Conventional Site Controller

The GCP 8000 Conventional Site Controller supports site conventional operation where a Conventional Channel Gateway (CCGW) is located at an MCC 7500 console site. If the link between the dispatch site and the master site is lost, the GCP 8000 enables dispatchers to communicate over conventional resources.

APX 7500 Control Station

The APX 7500 control station provides backup communications for your dispatchers. It comes with a front panel equipped with a LCD display, numeric keypad, programmable buttons, VU meter, internal local speaker, auxiliary display, keyload port, IV&D port, and a myriad of ports for additional control and programming. It also has a dedicated logging port for use with logging recorders.

The control station will be connected to a GGM 8000 as an interface to mutual aid audio or other systems, enabling dispatchers to communicate with field users on the control station via the MCC 7500 console. In the unlikely event that the dispatch center loses connectivity to the system core, dispatchers can also continue to use their consoles to communicate with field users via the control stations.

MCD 5000 Desksets

The MCD 5000 Deskset is the Motorola Solutions Solution's next generation radio dispatch deskset platform that utilizes VoIP technology. The MCD 5000 Deskset is part of the MCD 5000 Deskset System that provides radio dispatch capability when connected to a two-way radio device. MCD 5000 Desksets can be placed anywhere on the IP network. Each MCD 5000 Deskset connects to a single radio device at a time. Headset jacks are included for console operators to seamlessly switch to backup communications.

KVL 4000 Key Variable Loader (KVL)

Encryption keys ensure that only the sender and the recipient of voice traffic can decode and understand that voice traffic. The proposed solution includes a KVL 4000, which is a handheld device used to load or erase keys, as well as view or modify secure configuration parameters of secure devices. An operator or administrator can manually enter encryption keys into the KVL, and then transfer them to secure consoles and subscriber radios.

1.3.5 Microwave Overview

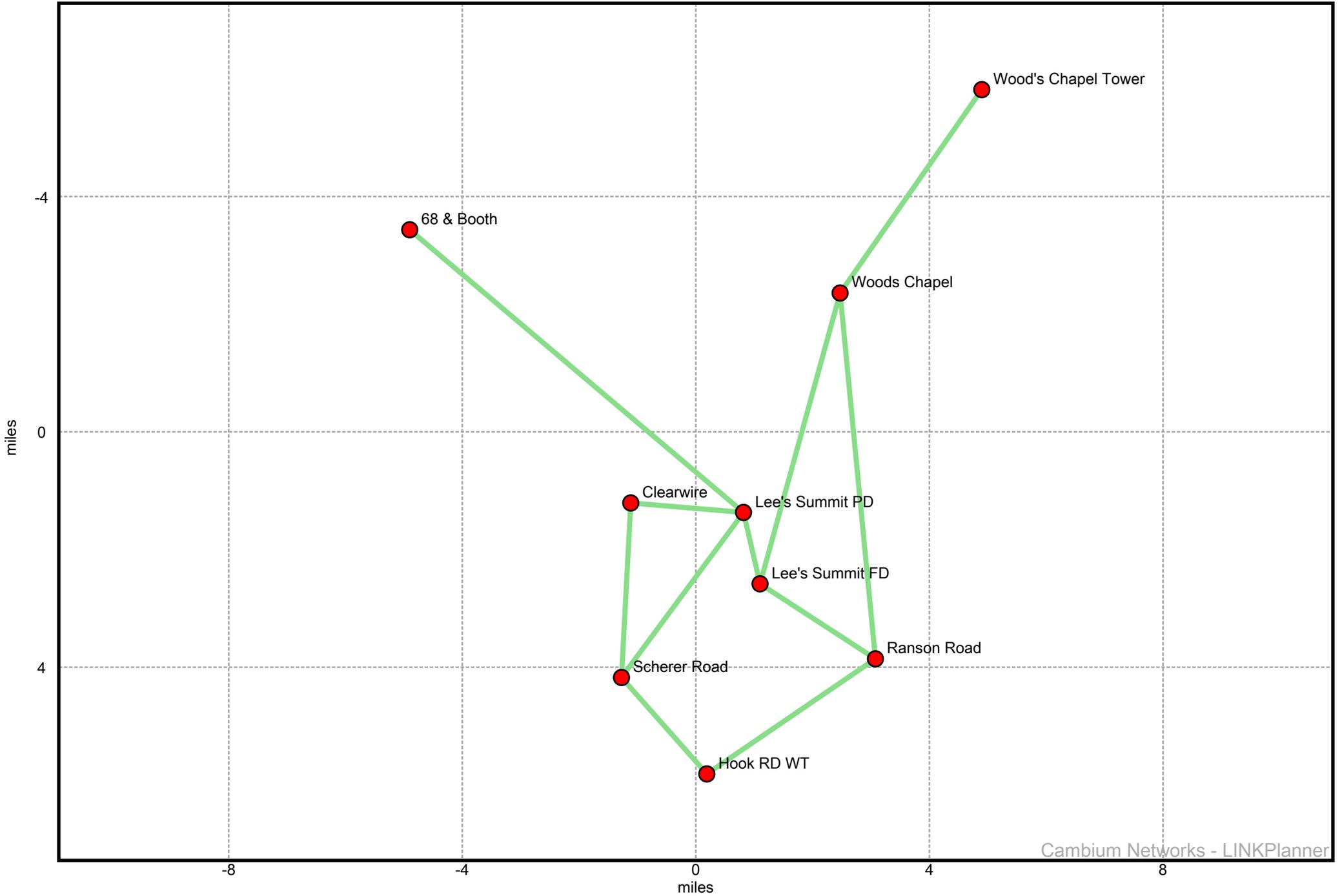
Motorola Solutions has proposed a six-hop triple loop PTP microwave configuration to connect the four RF sites and two dispatch sites in Lee's Summit. There will be two hops into the MARRS system from Lee's Summit MW network. One hop will be from Lee's Summit Police Department to 68th & Booth (MARRS tower), and the other will be from Wood's Chapel Water Tower to Wood's Chapel (MARRS tower).



Two new PTP820 hops will be added between the Clearwire tower to Lee's Summit PD, and the Clearwire tower to Scherer Road WT. A new PTP820 hop will be added between the Woods Chapel WT and the Woods Chapel MARRS Tower for a redundant path to the core at North Patrol. The existing PTP800/PTP810 hops between the Scherer WT to PD, PD to FD, FD to Woods Chapel WT, and Woods Chapel WT to Ranson Rd WT will be utilized for Lee's Summit MW loop. The existing PTP links from Scherer Road WT to the Hook WT and the Hook WT to Ranson Rd WT will be also be utilized for the Lee's Summit MW loop. The completed configuration will provide a 3-loop MW system with redundant paths into the MARRS system.

The two new PTP820 links from the Clearwire tower are on the 11 GHz band, with 3' HP antennas, with 99.9999% reliability, and 200 MB IP throughput.

center = 38.95109N 094.39666W



Each Lee's Summit site has a Nokia 7705 MPLS router with dual routing engine for redundancy. One Nokia 7705 MPLS router will be positioned at the Wood's Chapel MARRS site connecting into Lee's Summit microwave ring. The Nokia 7705 routers utilizing MPLS were chosen to stay in line with the MARRS regional plan to convert the circuit based network to an MPLS Ethernet backhaul throughout the regional system.

Motorola will configure a separate port on the 7705 routers at the Clearwire site and dispatch to route the IP camera traffic from Clearwire to the Lee's Summit camera management system.

MPLS Infrastructure

The proposed Alcatel Lucent 7705 MPLS router, shown in Figure 1-1, features redundant power supplies, fans, controller cards, Ethernet cards, and Ethernet SFP optics modules to provide the highest levels of resiliency. The MPLS design offers fast reroute feature for resiliency where traffic is rerouted around a failure with sub-50 millisecond restoration time. This ensures that services on the network are not affected.

The proposed MPLS solution also supports software redundancy by using the proposed redundant Control and Switching Modules (CSMs) installed. The CSMs both are running the identical version of system software. The CSMs operate together as an active and standby pair. Each of the CSMs has the same software features and either can be in control as the active CSM. Should the active CSM fail, the standby CSM will take over control of the system, becoming the new active CSM.

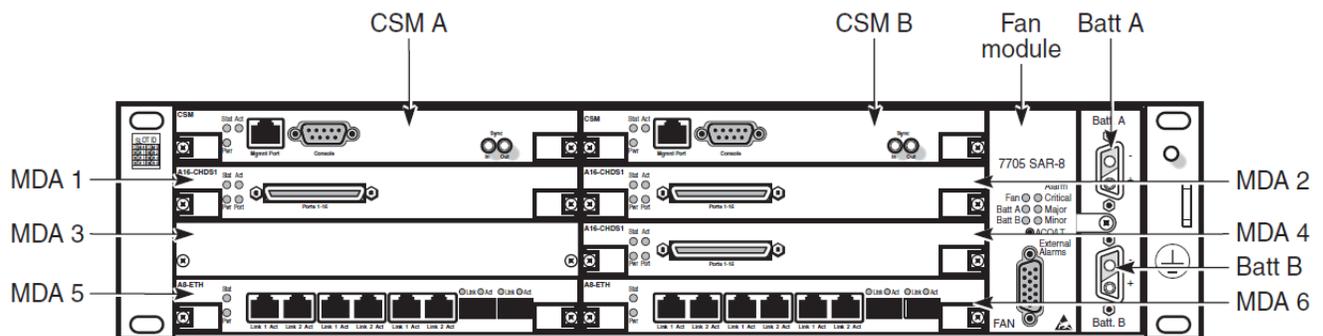


Figure 1-1: Front View of the Alcatel Lucent 7705 MPLS Router, Showing Redundant Control and Switching Modules

When an active CSM goes offline (due to reboot, removal, or failure), the standby CSM will take control without rebooting or initializing itself. It is assumed that the CSMs are synchronized; therefore, there is no delay in operability. When the CSM that went offline boots and then comes back online, it becomes the standby CSM.

For the proposed MPLS configuration, redundancy is assured through communication and message exchange between the two CSMs when the system is so configured and is in a normal state.

The proposed MPLS router also includes redundant fans. If one fan fails, the others will continue to operate and provide cooling to the system without impacting traffic. An alarm will indicate the failure of a fan. Similarly, redundant power supply feeds enable one power feed to be removed without impact on traffic. Finally, the 7705 includes hot swappable cards, so that components in a live system can be replaced or become active without taking the system down or affecting traffic flow to/from other modules.

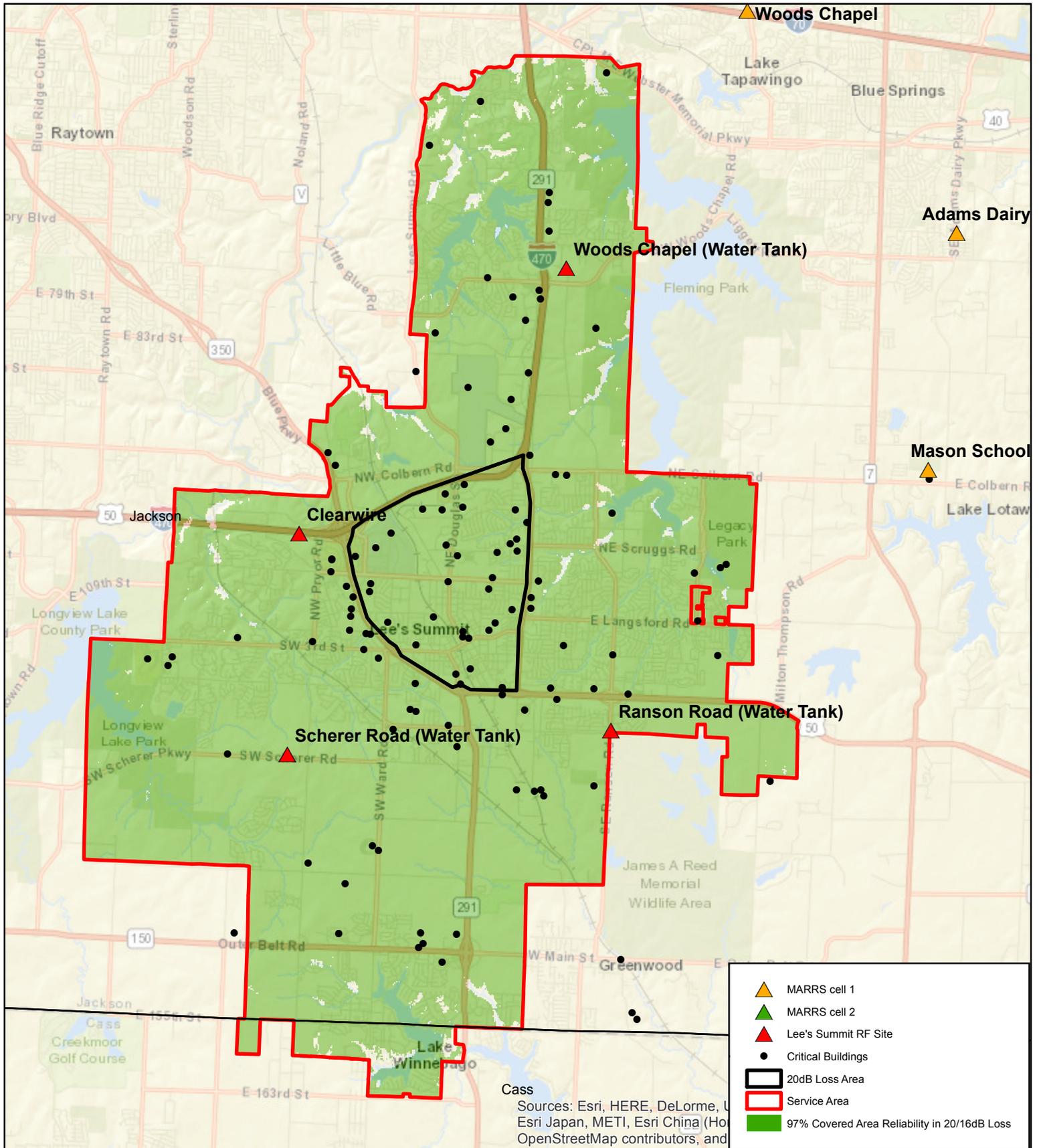
1.3.6 Coverage Analysis

Lee's Summit 800MHz Project 25 simulcast voice radio system has been designed to provide 97% talk-in and talk-out Service Area Reliability (SAR) at a Delivered Audio Quality (DAQ) level equal to 3.4 or better at a portable radio equipped as follows:

- Portable radio in a swivel case worn at the hip for both transmit and receive, ¼ wavelength antenna in the city limits of Lee's Summit, MO.

The 97% Service Area Reliability includes a 20 dB In Building Loss within the intersections of I470, US50, and US291, and 16dB within the remaining areas in Lee's Summit and Unity Village. The Subscriber used is the APX6000 with a ¼ wave length antenna and used with a remote speaker microphone. Below is the expected covered area with 97% Service Area Reliability with a 20 dB and 16 dB In Building Loss.

Lee's Summit P25 TDMA Simulcast Cell w/ MARRS coverage overlay 20dB & 16dB AreaWide 97% Service Area Guarantee



0 0.5 1 2 Miles
1 inch = 1.82 miles

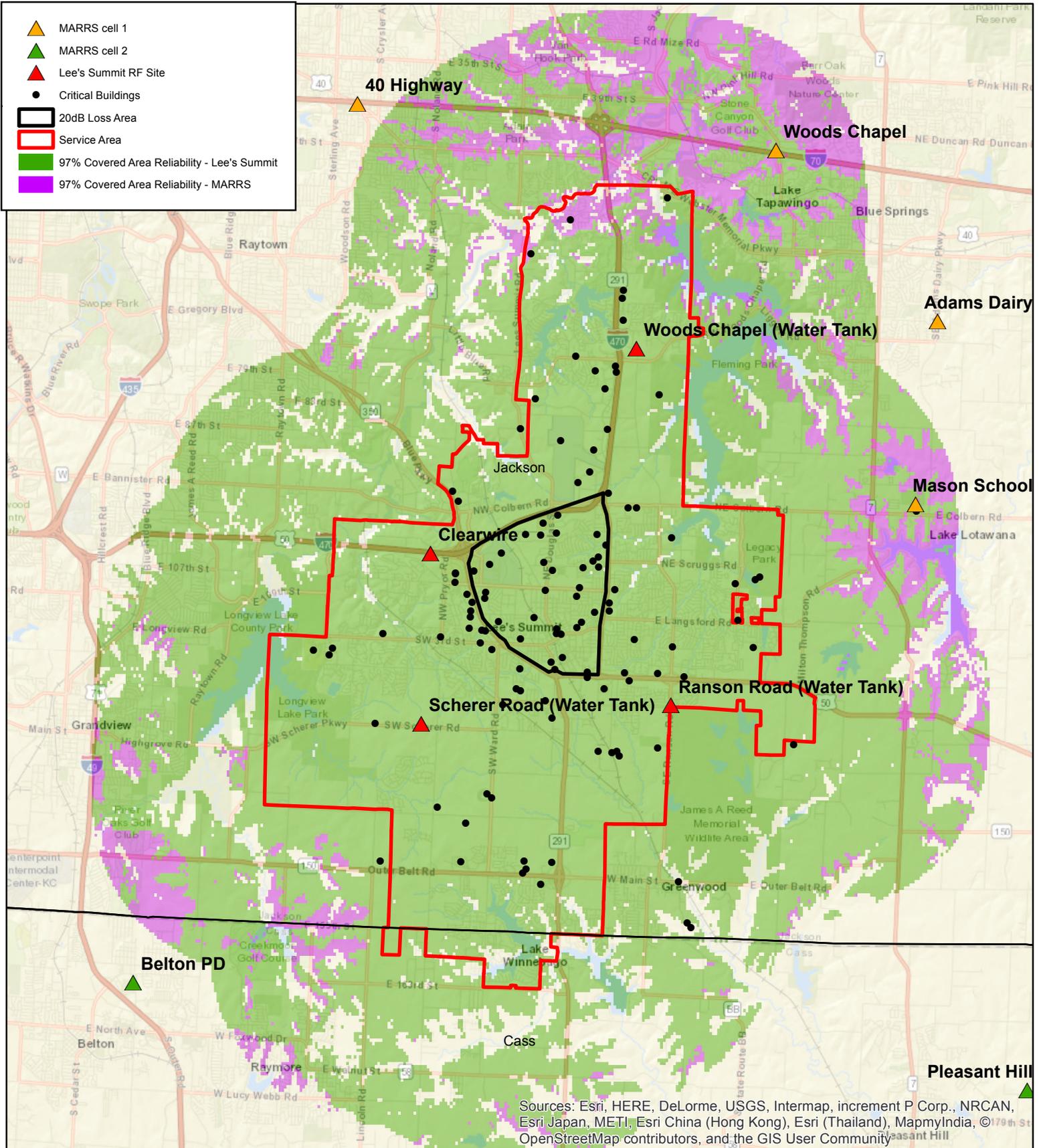
Inbound Coverage shown for Portable APX 8000
DAQ 3.4, 3W, 20dB Inside Denoted Area, 16dB elsewhere
Tx & Rx on Hip level using Remote Speaker Mic, 1/4-wave antenna

D93
CCDTLAB-302
VXG367

Lee's Summit will be connecting to the MARRS radio system, and will gain some coverage from the existing MARRS RF sites. The next page shows the coverage map of Lee's Summit's sites coverage, and existing MARRS RF sites' coverage. The green represents the coverage from Lee's Summit's sites, and the purple represents the coverage from the existing MARRS coverage. Lee's Summit's city limit is highlighted, along with a 3 miles buffer around the city. The coverage simulation was run with the same parameters as the coverage map on the previous page.



Lee's Summit P25 TDMA Simulcast Cell w/ MARRS coverage overlay



0 0.75 1.5 3 Miles
1 inch = 2.37 miles

Inbound Coverage shown for Portable APX 8000
DAQ 3.4, 3W, 20dB Inside Denoted Area, 16dB elsewhere
Tx & Rx on Hip level using Remote Speaker Mic, 1/4-wave antenna

D93
CCDTLAB-302
VXG367

1.3.7 Location Services

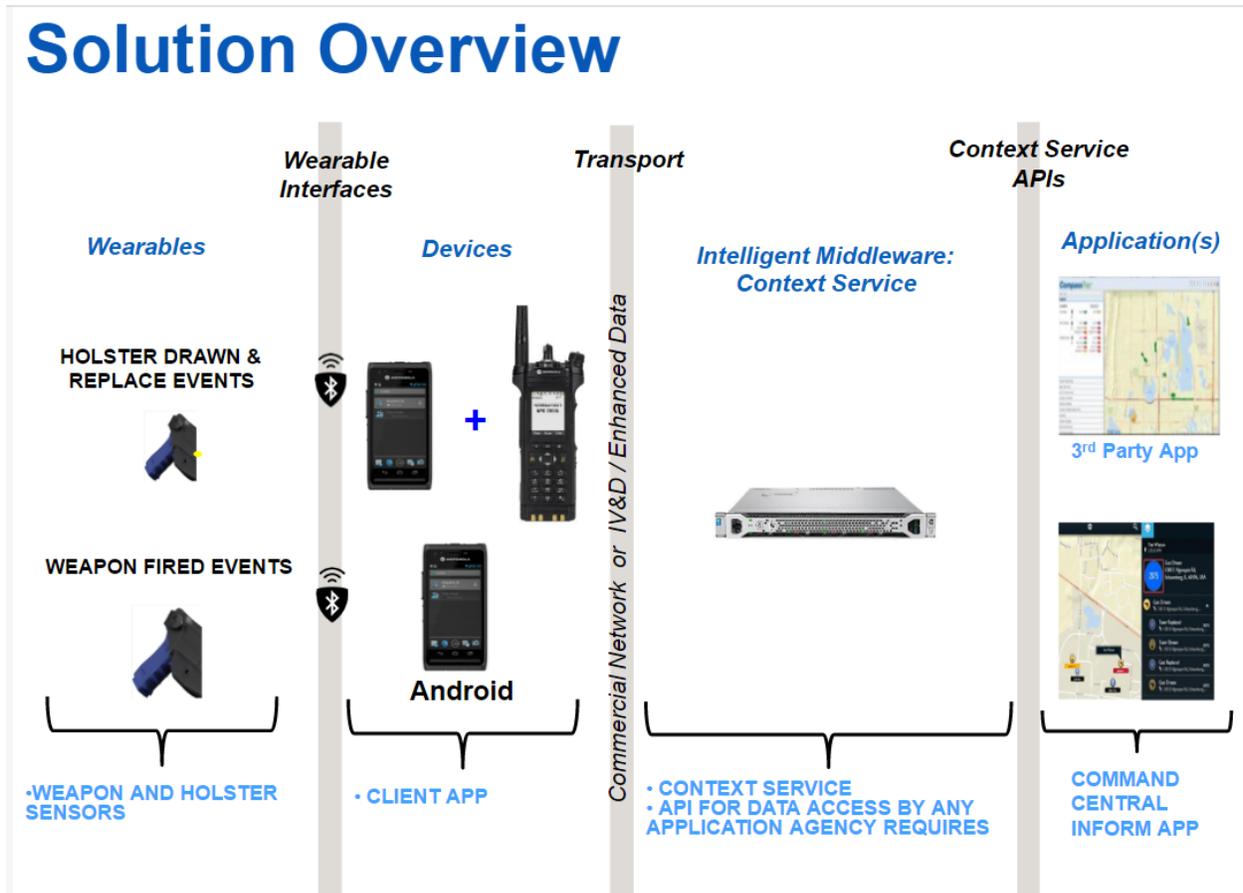


Figure 1-2: Solution Overview

Knowing the location of your personnel is essential for deploying them effectively and keeping them safe. The ASTRO 25 Outdoor Location Solution provides location data in real time with pinpoint accuracy. It works with Global Positioning System (GPS) devices connected to ASTRO 25 mobile and portable radios. Personnel who are out of their vehicle, operating in large office complexes or assigned to alternate modes of transportation including; bicycles, ATVs, horseback and boats have traditionally went without the benefits of GPS tracking due to the extra equipment needed and network limitations. Enhanced Data allows you to track large numbers of Motorola Solutions GPS equipped two-way radios. Motorola Solutions has partnered up with a few mapping application developers to give our customers a choice of reliable GPS mapping solution that integrates GPS coordinates provided by the Motorola Solutions radios and infrastructure. These partners make usage of a pre existing mapping base (e.g. ESRI) and overlay information that enables fleet management, ensuring worker safety, accountability and efficiency.

1.3.7.1 Enhanced Data

Enhanced Data is optimized to handle different message sizes and variable update rates from different applications. Multiple agencies can benefit from the ability to share ASTRO 25 core and RF site infrastructure with an existing ASTRO 25 system, resulting in lower overall cost. Add Enhanced Data to your integrated Data system with a software installation and improve data channel efficiency and enable denser network traffic.

Enhanced Data uses can include:

- GPS Location–Personnel who are out of their vehicle operating in large office complexes or assigned to alternative modes of transportation traditionally went without the benefit of GPS tracking due to the extra equipment needed and network limitations. Enhanced Data allows you to track large numbers of Motorola Solutions GPS equipped portable and mobile two–way radios.
- Telemetry–Keep track of your fleet and personnel with telemetry updates to ensure safety, health, and maintenance. With monitoring of vehicle speed, crash notifications, maintenance needs and environmental conditions, as well as personal biometrics, you can manage remote assets and have a clearer operational picture.

1.3.7.2 IMW Solution Description

Intelligent Middleware (IMW) is the Motorola Solutions software platform that provides common services, such as Presence and Location for multiple MSI networks. IMW replaces the MUPS Service in the ASTRO25 Outdoor Location Solution, as well as, Presence Notifier for POP25, OTAR and TMS.

IMW provides standard web based API's for mapping tools and applications that utilize Presence and Location and allows application development to be more efficient. IMW Location, Presence, Messaging and Group Management APIs are available to Third Party Application Developers in order to support customers with an end–to–end Solution.

The IMW provides a number of services with corresponding APIs for Motorola Solutions Internal Applications as well as Third Party Applications. Motorola has proposed the CompassCom GPS mapping solution.

1.3.7.3 Data Capacity

Lee's Summit's P25 simulcast cell has been designed to be able to provide 167 Enabled Radios at a 3 minute cadence during normal operations, and a 30 sec cadence during emergencies. This configuration will utilize 2 enhanced data radio channels on the Lee's Summit simulcast cell. This design reflects a 95% message success rate for location updates. Exceeding the number of users supported at a site or decreasing the cadence length can result in inconsistent location updates.



1.3.7.4 GPS Mapping Solution—CompassCom

CompassCom®, a Motorola Solutions 3rd Party partner, provides real time location, mapping & messaging solutions bringing value to the Motorola Solutions ASTRO 25 system. CompassCom is integrated with Motorola Solutions infrastructure and enables mobile resource management, ensuring worker safety, efficiency and accountability through reliable solutions that deliver real time data at multiple tiers, On Demand, Real Time GPS or GPS plus Telemetry.

CompassCom specializes in the integration of Mobile Resource Management (MRM) systems. The overall MRM solution allows commercial-off-the-shelf (COTS) hardware, wireless connectivity components, and mapping software and is proven to work reliably, with a long track record of success. CompassCom proposes an On-Premise software solution as a Common Operating Picture to serve the City of Lee's Summit. The CompassCom solution can be expanded for software growth and wireless hardware additions for Motorola Solutions ASTRO, cellular, WiFi or satellite use.

CompassCom has designed the system architecture to easily adapt to third-party hardware and software, now and into the future. The CompassCom MRM server Location Data Engine (LDE) is the destination of all position status and messaging data originating from MRM-equipped vehicles. CompassCom provides CompassTrac as a viewing product that incorporates your Esri ArcGIS® maps to show real-time mobile asset locations on your desktop monitors, mobile laptops and through a browser based web service, in a completely scalable yet secure program

The CompassCom MRM solution is comprised of the primary elements described below (Figure 1-3):

- **LDE MRM Server Software:** The CompassLDE® software allows the City of Lee's Summit to share MRM data with any connected client terminal via the TCP/IP protocol. CompassLDE server software can interface with virtually any type of hardware in any combination using any type of wireless format. It is also able to share this information not just among our clients, but also third party software systems, such as Computer Aided Dispatch, Work-Order systems, other MRM systems, and even small scale or legacy software systems. CompassLDE is a message switch along with a data switch, allowing the dispatcher to communicate directly or through third party solutions.
- **MRM Workstation Software:** CompassTrac® client software gives City of Lee's Summit an Esri-based MRM mapping package that shows the real-time (and historical) position of all vehicles in a dispatch environment. However, security is also built in, as through CompassTrac the user can see only the vehicles for which he/she is authorized. CompassTrac is a very powerful tool that gives the manager/dispatcher full management control. Each CompassTrac license also gives direct access to our full suite of reports offered by CompassReports™.

The CompassLDE server, along with the Intelligent Middleware Server (IMW), is flexible to reside in any of Lee's Summit Dispatch centers, or at the master core at North Patrol. Either location allows Lee's Summit, and any other regional users, to access their GPS tracked devices on their own MRM Workstations located at dispatch or any location they choose.



Figure 1-3: CompassLDE® Inputs and Outputs

Technical Summary—System Capabilities

Here is an overview of some of the CompassTrac capabilities:

- **Data Integration:** The CompassTrac display client can support and integrate the City of Lee's Summit GIS data:
 - CompassTrac can accommodate integration of streets, highways, and related route and metadata such as names, speed load, and turn restrictions. Geo-coded address information is also usable.
 - The system will support administratively-defined layers for major geographical features, landmarks, jurisdictional boundaries, railroad tracks and more.
- **Data Display:** All display labeling and symbolization of point, line, and polygonal GIS features are configurable by the in-house administrator, and interface capability is available to the user.
- **Data Upgrade and Maintenance:** No proprietary data formats are used within our solution. CompassCom allows the end user to utilize the database of their choice in a non-proprietary format. CompassCom also allows the customer full administrative control over their database, allowing the customer to set best practice rules in maintenance, backup and recovery, purging, or archiving their data.
- **Data Export:** CompassCom supports several options in exporting data. Data can be exported in Report forms displayed in CompassReports™, or export just the report data to be utilized in another report format (such as CSV files). CompassReports also allows the user to export large blocks of data by date to a file of the users' choosing.

Technical Summary—GPS Tracking Features

1. CompassLDE (server software) and CompassTrac (client software) work in conjunction to display the GPS data accurately. CompassLDE monitors and records user activity.
2. CompassCom's solution allows the City of Lee's Summit administrator to assign any radio and/or cellular LTE/4G modem/smartphone to any grouping for data tracking.
3. CompassLDE can receive information from all vehicles fitted with MRM, simultaneously and seamlessly into the SQL or Oracle database (whichever is preferred by City of Lee's Summit). These vehicles can have different GPS hardware model units; GPS information can be transmitted over different wireless formats, Motorola Solutions ASTRO, cellular, satellite or WiFi.
4. CompassTrac provides a "Ping-On-Demand" for those Motorola Solutions radios that are not using standard GPS polling but now want to view and record historical data of an individual with a Motorola Solutions radio in pursuit of another individual. A "dot on the map" will appear for each GPS poll creating a "breadcrumb trail" of where that individual went during the pursuit.
5. The GPS unit reports everything it collects: operational status, location, speed and all associated inputs related to the vehicle ID, including customized inputs such as lights & siren on/off. Every transition collected from field GPS units has a vehicle identifier associated with the data. This identifier is always collected and stored on the server with the data from each GPS unit.
6. CompassTrac can view and print current and historical vehicle location information on a selected mapping background. A print button will print the display along with all of the user-defined layers.
7. CompassTrac includes a measuring tool to calculate each route segment and total distance of the desired route or distance between points. The measuring tool can follow a road or any path the user selects.
8. CompassTrac provides 48 colors to choose for vehicle, equipment or smart device icons. For example: vehicle icons could be RED if vehicle is rolling with lights and siren, GREEN if vehicle is rolling, BLUE if vehicle is parked and GREY if the vehicle has not had a GPS cadence in 60 minutes. Routes or Geo-Fences can also be color coded for quick visual recognition during an incident.

1.3.8 KCMO Core Equipment

Lee's Summit's proposed radio system requires certain zone-level hardware, software, and licenses that will greatly benefit other customers that are a part of the MARRS regional radio system. Current customers throughout the MARRS regional radios system have expressed interest in the following features:

- Location Services (IMW) Server
- Enhanced Data for Zone
- Phase 2 TDMA Trunking capability for Zone
- Ethernet site links for Zone

Location Services can be shared with other customers throughout the region that are interested in the solution. IMW hardware and software, and the Enhanced Data zone-level license have been included in Lee's Summit's proposal, which can be utilized by other customers on the MARRS system. The IMW server will be located in KCMO's (Zone 4) CEN (Customer Enterprise Network).

The Phase 2 TDMA Trunking Operation zone license for KCMO has also been included in this proposal. This zone-level license will allow new or current sites on the MARRS system to upgrade to Phase 2 TDMA Trunking. Site-level licenses will be the responsibility of new or existing users adding or migrating to TDMA.

Core backhaul switches at the KCMO core have been included in this proposal to allow Lee's Summit and other customers to connect to the KCMO core via Ethernet site links. This will make KCMO North Patrol zone ready for Ethernet site links going forward.

1.4 RACK DRAWINGS

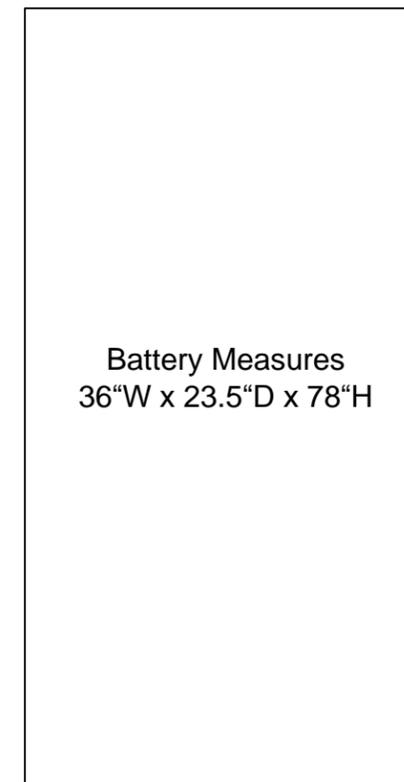
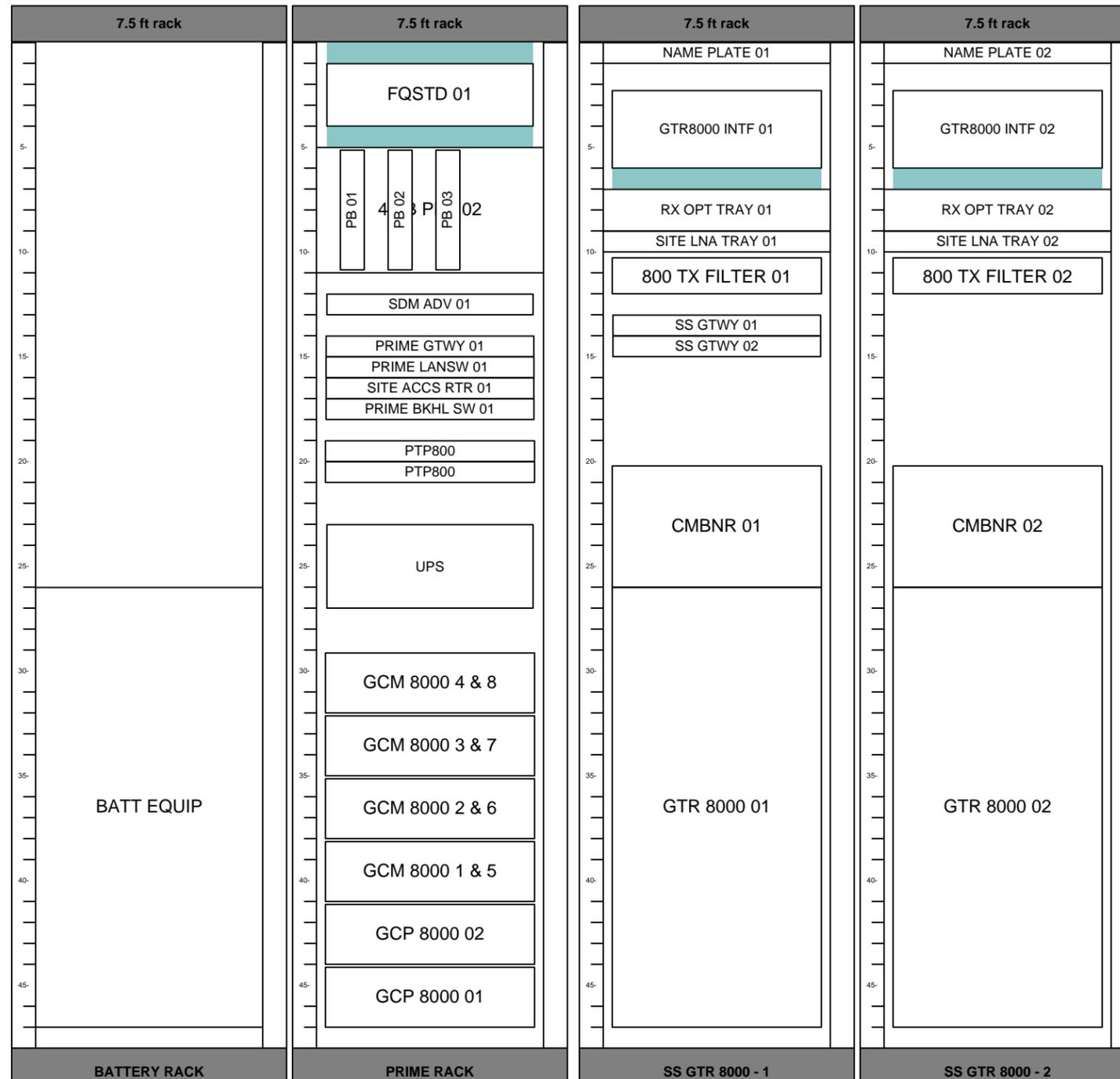
Provided on the following pages.



PROJECT: Lee's Summit P25

TITLE: Scherer Road Prime Site (w/ CoLocated SubSite)

DESIGNED BY: Nick Mennella DATE: 5/30/2017



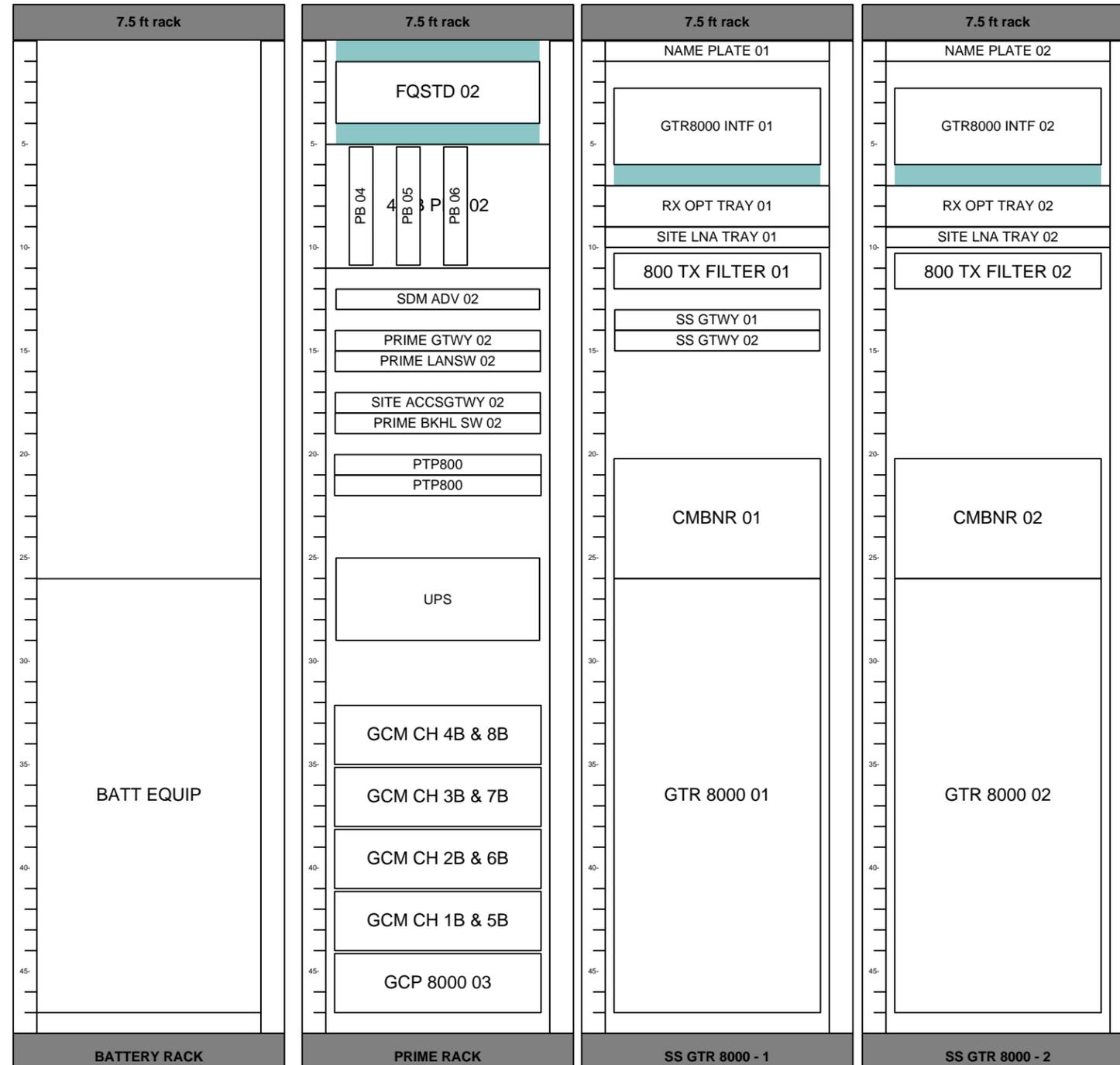
BATTERY RACK

PRIME RACK

SS GTR 8000 - 1

SS GTR 8000 - 2

PROJECT:	Lee's Summit P25	
TITLE:	Clearwire Geo-Prime Site (w/ CoLocated SubSite)	
DESIGNED BY:	Nick Mennella	DATE: 5/30/2017

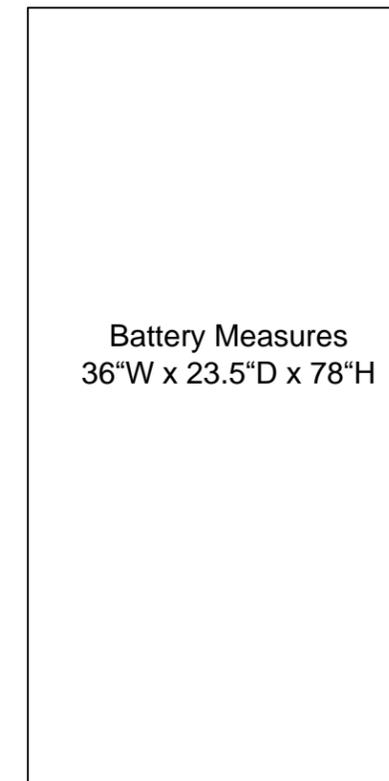


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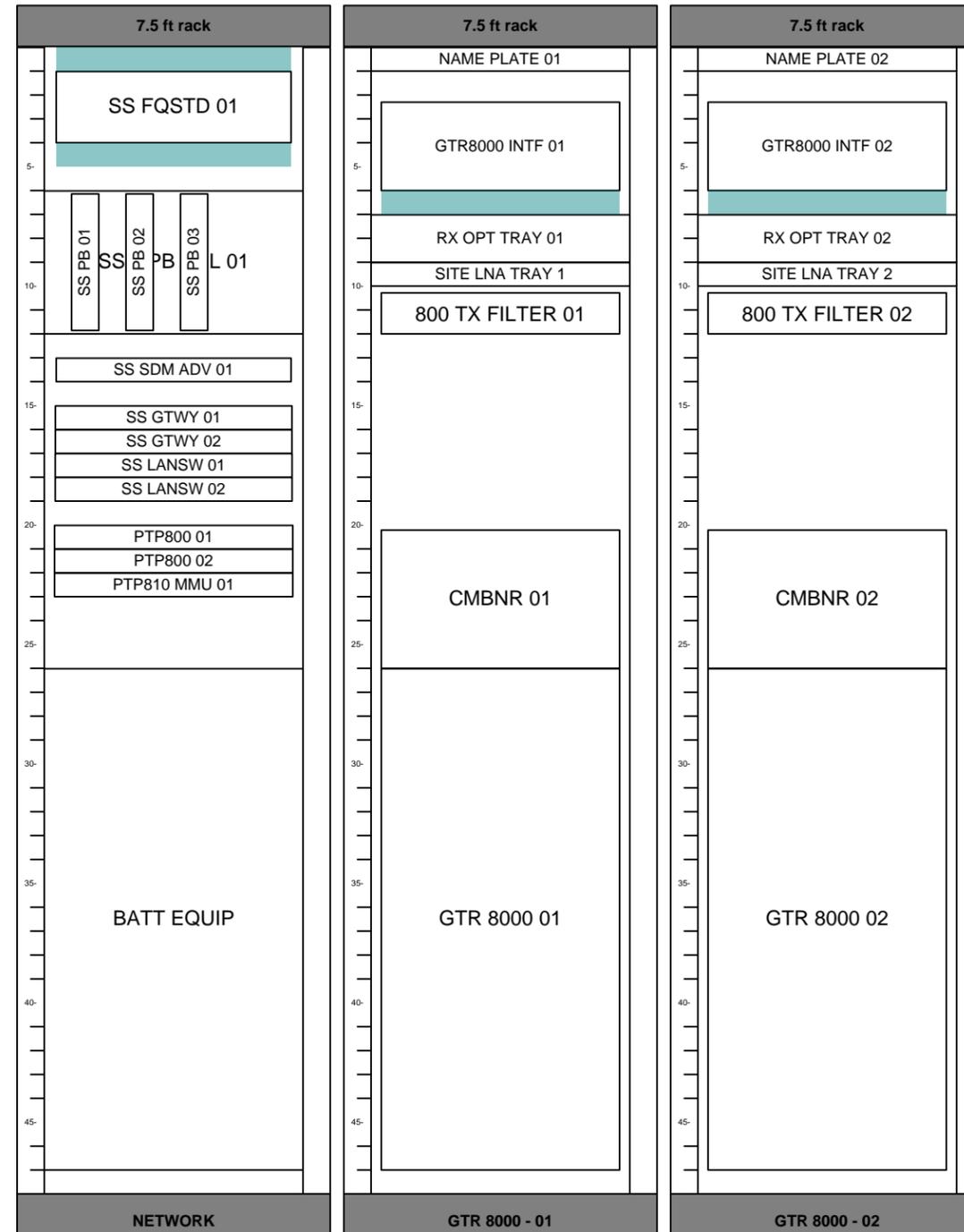
PRIME RACK

SS GTR 8000 - 1

SS GTR 8000 - 2



PROJECT:		Lee's Summit P25	
TITLE: Ranson Road and Wood's Chapel Road Sub Sites			
DESIGNED BY:	Nick Mennella	DATE:	5/30/2017



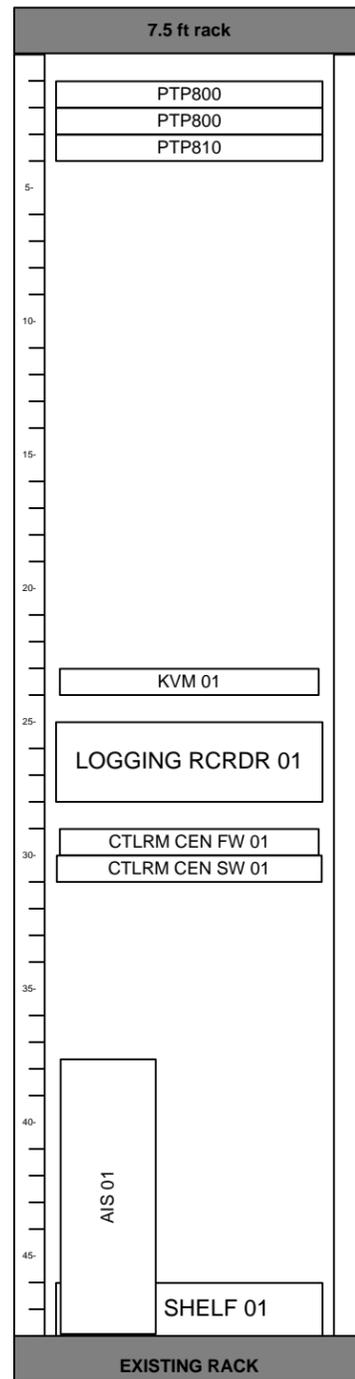
NETWORK

GTR 8000 - 01

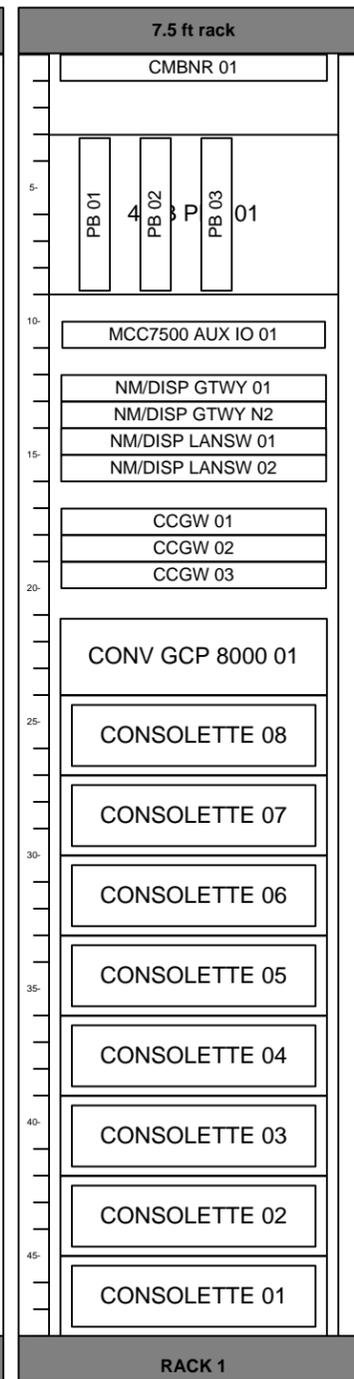
GTR 8000 - 02

Battery Measures
36"W x 23.5"D x 78"H

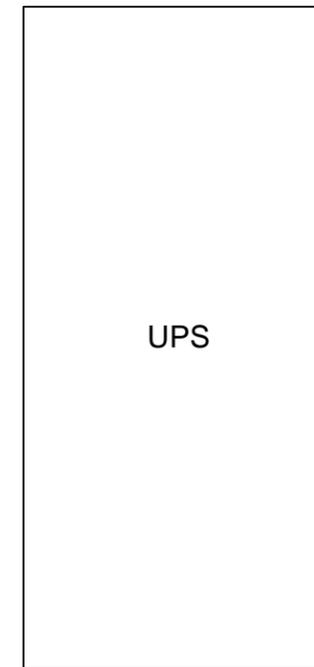
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TITLE:		Lee's Summit PD	
DESIGNED BY:	Nick Mennella	DATE:	5/30/2017



EXISTING RACK

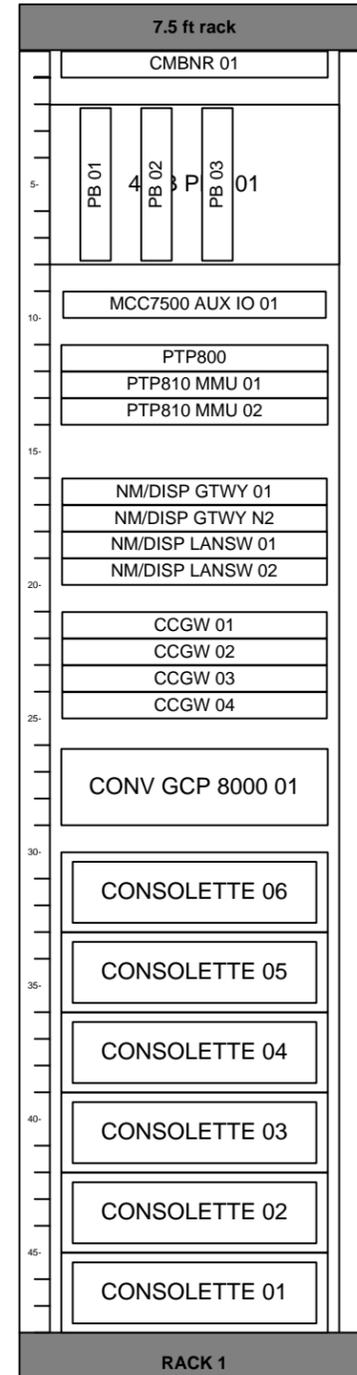


RACK 1





PROJECT:		Lee's Summit P25	
TITLE:		Lee's Summit FD	
DESIGNED BY:	Nick Mennella	DATE:	5/30/2017



RACK 1

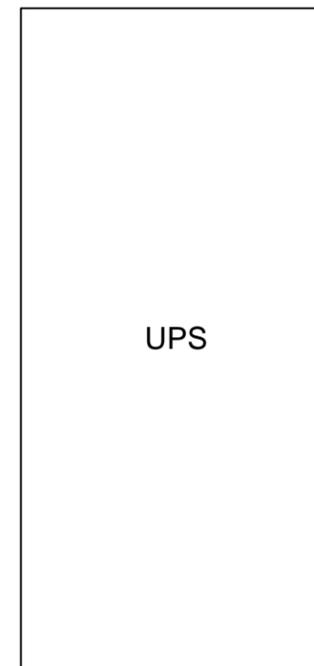


Exhibit C-2
Equipment List

1.5 EQUIPMENT LIST

Table 1-21: Lee's Summit Fire Dispatch

QTY	NOMENCLATURE	DESCRIPTION
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
6	B1933	MOTOROLA VOICE PROCESSOR MODULE
6	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
6	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION
6	CA00147AF	ADD: MCC 7500 SECURE OPERATION
6	CA00182AB	ADD: AES ALGORITHM
6	CA00245AA	ADD: ADP ALGORITHM
6	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
6	DSEV221	TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH
6	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
6	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
36	B1912	MCC SERIES DESKTOP SPEAKER
6	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
12	B1913	MCC SERIES HEADSET JACK
12	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
12	RMN5077B	SUPRAPLUS SINGLE MUFF HEADSET
6	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
6	T7885	MCAFFEE WINDOWS AV CLIENT
2	CLN1856	2620-24 ETHERNET SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER



QTY	NOMENCLATURE	DESCRIPTION
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	F2463	RTU_PER_DEVICE_SW_LICENSES
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA01136AA	MCC 7500 CONVEN SITE OPER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
6	DSGXTT1350N006	UPS, GXT TOWER 1500VA/1350W, 120V, 6 MINUTE RUNTIME,120/120V, SOFTWARE
1	DSA4200070512	UPS, APS 20KVA/18KW 208/240V, EXT MBB, ISO XFMR, 7 MIN RUN AT FULL
1	TRN7343	SEVEN AND A HALF FOOT RACK
2	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
6	L30URS9PW1 N	APX CONSOLETTTE 7/800
6	CA01598	ADD: AC LINE CORD US
6	G361	ADD: P25 TRUNKING SOFTWARE



QTY	NOMENCLATURE	DESCRIPTION
6	G996	ENH: OVER THE AIR PROVISIONING
6	G51	ENH: SMARTZONE OPERATION APX
6	G806	ADD: ASTRO DIGITAL CAI OPERATION
6	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
6	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
6	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
6	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY
6	W947	ADD: ASTRO 25 INTEGRATED VOICE & DATA
6	GA00580	ADD: TDMA OPERATION
6	GA00255AD	ENH: SFS COMPREHENSIVE 5 YR
1	HKN6184C	CABLE CH, PROGRAMMING,USB
6	HKN6233C	APX CONSOLETTA RACK MOUNT KIT
1	DSCS0496080531	SHORT HAUL CONTROL STATION COMBINER, 40-960 MHZ 8 CH.
2	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
12	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
60	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
4	DSF4PNMV2	F4PNMV2 1/2" TYPE N MALE CONNECTOR IN FSJ4-50B CABLE
1	DSISB50LNC2	RF SPD, 10-1000MHZ DC BLOCK BROADBAND BULKHEAD MT, NF ANT, NF EQUIP
3	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
3	0784469Y02	BRKT, CBL SUPPORT
6	F2380	MCD 5000 DESKSET
6	B1943	MCD 5000 LICENSING
6	FVN5847	MCD 5000 DESKSET SYSTEM CONFIG TOOL - SYSTEM W/OUT OMC
6	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
6	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD
6	FVN5959	MCD 5000 WINDOWS SUPPLEMENTAL TRANSPARENT
2	FVN5847	MCD 5000 DESKSET SYSTEM CONFIG TOOL - SYSTEM W/OUT OMC



QTY	NOMENCLATURE	DESCRIPTION
1	B1912	MCC SERIES DESKTOP SPEAKER
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	B1913	MCC SERIES HEADSET JACK
1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	CA00182AB	ADD: AES ALGORITHM
1	CA00245AA	ADD: ADP ALGORITHM
1	CLN1856	2620-24 ETHERNET SWITCH
1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
1	DLN6781	FRU: POWER SUPPLY
1	T7537B	KVL 4000 PDA SNAP-ON
1	U239AD	ADD: ASTRO 25 MODE
1	X795AJ	ADD: ASN MODE
1	CA01598AA	ADD: AC LINE CORD US
1	CA00243AG	ADD: ADP PRIVACY
1	CA00182AP	ADD: AES ENCRYPTION SOFTWARE
1	C543	ADD: CABLE FOR RNC, DIU, MGEG
1	C724	CABLE, KEYLOAD
1	CA01603AA	ADD: USB COMM/CHARGE CABLE W/ CUP
1	HKN6182B	CABLE KEYLOADING ADAPTER CGAI
6	FHN7470	MCD 5000 DESKSET HEADSET JACK BOX & CABLE

Table 1-22: Lee's Summit FNE Equipment

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0273	MASTER SITE CONFIGURATION
1	CA02629AB	ADD: EXPAND 7.16 M CORE
3	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
4	UA00153AA	ADD: ASTRO 25 FDMA SITE LICENSE
4	UA00159AA	ADD: P25 PHASE 2 TDMA TRKNG OP SITE LIC

QTY	NOMENCLATURE	DESCRIPTION
4	UA00160AA	ADD: PHASE 2 DYNAMIC TG ASGNMT SITE LIC
28	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
28	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
2	UA00152AA	ADD:500 RADIO USER LICENSES
2	CA02473AA	ENH: 500 ENHANCED TRUNKED DATA USER LICENSES
1	UA00226AA	ADD: MICROWAVE MAP AND SEGMENT VIEW
1	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
1	UA00227AA	ADD: UEM SNMP ELEMENT MANAGEMENT TOOLKIT (QTY 10)
1	SQM01SUM0257	INTELLIGENT MIDDLEWARE
1	CA02384AE	ADD: UNIFIED NETWORK SERVICES SOFTWARE
1	CA02354AA	ADD: ASTRO NETWORK APPLICATION INTERFACE
1	CA02362AE	ADD: MCAFEE STANDALONE ANTI VIRUS SOFTWARE
1	UA00013AA	ADD: 201-400 RESOURCES FOR LOCATION
1	UA00054AA	ADD: 201-400 RESOURCES FOR PRESENCE
1	CA02053AE	ADD: SUPPLEMENTAL CD IA (IMW)
1	T7321	GCM 8000 COMPARATOR
2	CA01183AA	GCM 8000 COMPARATOR
2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
2	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW
2	CA01400AA	ADD: POWER CABLE, DC
1	T7321	GCM 8000 COMPARATOR
2	CA01183AA	GCM 8000 COMPARATOR
2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
2	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW
2	CA01400AA	ADD: POWER CABLE, DC



QTY	NOMENCLATURE	DESCRIPTION
1	T7321	GCM 8000 COMPARATOR
2	CA01183AA	GCM 8000 COMPARATOR
2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
2	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
2	CA01974AA	TRUNKING REDUNDANT COMPRTTR SW
2	CA01400AA	ADD: POWER CABLE, DC
1	T7321	GCM 8000 COMPARATOR
2	CA01183AA	GCM 8000 COMPARATOR
2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
1	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
2	CA01974AA	TRUNKING REDUNDANT COMPRTTR SW
2	CA01400AA	ADD: POWER CABLE, DC
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
4	CA03004AA	ADD:SMLCST RMT ST LIC IV&D+ENH DATA
1	CA01194AA	IP BASED MULTISITE SITE CONTROLLER SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
4	CA03004AA	ADD:SMLCST RMT ST LIC IV&D+ENH DATA
1	CA01194AA	IP BASED MULTISITE SITE CONTROLLER SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	DSTRAK91008EDC	PRIME/MASTER SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM DC
50	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
4	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	CLN1859	2620-48 ETHERNET SWITCH



QTY	NOMENCLATURE	DESCRIPTION
1	CLN1856	2620-24 ETHERNET SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	TRN7343	SEVEN AND A HALF FOOT RACK
2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	T7321	GCM 8000 COMPARATOR
2	CA01183AA	GCM 8000 COMPARATOR
2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
2	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW
2	CA01400AA	ADD: POWER CABLE, DC
1	T7321	GCM 8000 COMPARATOR
2	CA01183AA	GCM 8000 COMPARATOR
2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
2	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW
2	CA01400AA	ADD: POWER CABLE, DC
1	T7321	GCM 8000 COMPARATOR
2	CA01183AA	GCM 8000 COMPARATOR
2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
2	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
2	CA01974AA	TRUNKING REDUNDANT COMPRTR SW
2	CA01400AA	ADD: POWER CABLE, DC



QTY	NOMENCLATURE	DESCRIPTION
1	T7321	GCM 8000 COMPARATOR
2	CA01183AA	GCM 8000 COMPARATOR
2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
1	CA01901AA	ADD: P25 TDMA COMPARATOR SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
2	CA01974AA	TRUNKING REDUNDANT COMPRTTR SW
2	CA01400AA	ADD: POWER CABLE, DC
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	CA02474AA	ADD:GEO-REDUN BACK-UP SC LIC
1	CA01194AA	IP BASED MULTISITE SITE CONTROLLER SOFTWARE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	DSTRAK91008EDC	PRIME/MASTER SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM DC
50	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
4	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	CLN1856	2620-24 ETHERNET SWITCH
1	CLN1859	2620-48 ETHERNET SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	TRN7343	SEVEN AND A HALF FOOT RACK
2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DSTRAK91061	FOUR PORT DDM
1	CLN1859	2620-48 ETHERNET SWITCH
1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE



QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	F4544	SITE MANAGER ADVANCED
1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
1	VA00905	ADD:24/48 VDC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	F2463	RTU_PER_DEVICE_SW_LICENSES
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00855AA	ADD: 700/800 MHZ
4	CA01842AA	ADD: P25 TDMA SOFTWARE
4	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
1	CA01943AA	ADD:2ND BRANCH DIVERSITY
1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00884AA	ADD: QTY (1) XHUB
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00855AA	ADD: 700/800 MHZ
3	CA01842AA	ADD: P25 TDMA SOFTWARE
3	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
1	CA01943AA	ADD:2ND BRANCH DIVERSITY



QTY	NOMENCLATURE	DESCRIPTION
1	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00884AA	ADD: QTY (1) XHUB
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
1	DSGXTR0900N007	UPS, GXT RACKMOUNT 1000VA/900W, 7 MIN RUNTIME 120V SOFTWIRED
1	DS320477SYS1	DC POWER SYSTEM, FP2-48/600- 2BD450A SPW/WEB
6	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE
10	DS236408	BLIND PANEL FP2 HE BLACK G1
1	DS206039	BATTERY, 48V1105AH BATT DDM85-27 3WX8H STACK
1	DS502666	100 AMP CIRCUIT BREAKER
1	DS43783I01C48	CONTROL MONITORING UNIT, 796-824MHZ,DUAL DIVERSITY,ETHERNET,48VDC
1	DS43783I01T	TTA, 796-824MHZ, SINGLE / DUAL NETWORK, TEST PORT
1	DSTRAK91061	FOUR PORT DDM
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
1	DLN6781	FRU: POWER SUPPLY
1	DLN6846	FRU: GTR ESS INTEGRATION KIT FOR EXT GGM 8000 GATEWAY
1	DLN6895	FRU: PA 7/800 MHZ
1	DLN6885	FRU: XCVR 7/800 MHZ V2
1	DLN6898	FRU: FAN MODULE
1	DLN6634	FRU: 700/800 MHZ SITE LNA
1	DLN1306	FRU: 700/800 MHZ CABINET RMC MODULE
1	DLN6677	FRU: G-SERIES XHUB
1	DSSC412HF2LDFE5765	COLLINEAR OMNI, 11.5DBD HD NULL FILL, PIP RATED LOW PIM 746-869 MHZ
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING



QTY	NOMENCLATURE	DESCRIPTION
350	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
7	DSSG11412B2U	SG114-12B2U 1-1/4" SUREGROUND GROUNDING KIT
2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
12	TDN7519	42396A-1 1-1/4" CABLE HANGER KIT STAINLESS
1	DSTSXDFFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DSGSAKITD	GROUND STRAP KIT - DIN
25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSSC412HF2LDFE5765	COLLINEAR OMNI, 11.5DBD HD NULL FILL, PIP RATED LOW PIM 746-869 MHZ
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
350	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
7	DSSG11412B2U	SG114-12B2U 1-1/4" SUREGROUND GROUNDING KIT
2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
12	TDN7519	42396A-1 1-1/4" CABLE HANGER KIT STAINLESS
1	DSTSXDFFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DSGSAKITD	GROUND STRAP KIT - DIN
25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSSC412HF2LDFE5608	COLLINEAR OMNI ANTENNA, 11.5 DBD GAIN, 746-869 MHZ, 20% NULL FILL
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT



QTY	NOMENCLATURE	DESCRIPTION
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
5	TDN9289	221213 CABLE WRAP WEATHERPROOFING
5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
350	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
7	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
2	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
350	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
7	DSSG1212B2U	SG12-12B2U, SUREGROUND 1/2", 48"
2	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
12	MDN6816	STD HANGERS FOR 1/2IN CABLE & EW180/EW220/EW-HANGER KIT STAINLESS-10PK
12	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
25	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
2	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
1	DSSC412HF2LDFE5608	COLLINEAR OMNI ANTENNA, 11.5 DBD GAIN, 746-869 MHZ, 20% NULL FILL
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
4	TDN9289	221213 CABLE WRAP WEATHERPROOFING



QTY	NOMENCLATURE	DESCRIPTION
5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
350	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
7	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
2	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
12	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	F4544	SITE MANAGER ADVANCED
1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
1	VA00905	ADD:24/48 VDC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	F2463	RTU_PER_DEVICE_SW_LICENSES
1	DSTRAK91009EDC	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM DC
1	DSTRAK91071	FOUR PORT IRIG B TIME CODE FDM
2	DSTRAK91061	FOUR PORT DDM
50	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
4	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00855AA	ADD: 700/800 MHZ
4	CA01842AA	ADD: P25 TDMA SOFTWARE
4	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE



QTY	NOMENCLATURE	DESCRIPTION
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
1	CA01943AA	ADD:2ND BRANCH DIVERSITY
1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00884AA	ADD: QTY (1) XHUB
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00855AA	ADD: 700/800 MHZ
3	CA01842AA	ADD: P25 TDMA SOFTWARE
3	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
1	CA01943AA	ADD:2ND BRANCH DIVERSITY
1	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00884AA	ADD: QTY (1) XHUB
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
1	DS320477SYS1	DC POWER SYSTEM, FP2-48/600- 2BD450A SPW/WEB
6	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE
10	DS236408	BLIND PANEL FP2 HE BLACK G1
1	DS206039	BATTERY, 48V1105AH BATT DDM85-27 3WX8H STACK
1	DS502666	100 AMP CIRCUIT BREAKER
1	TRN7343	SEVEN AND A HALF FOOT RACK
2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT



QTY	NOMENCLATURE	DESCRIPTION
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DS43783I01C48	CONTROL MONITORING UNIT, 796-824MHZ,DUAL DIVERSITY,ETHERNET,48VDC
1	DS43783I01T	TTA, 796-824MHZ, SINGLE / DUAL NETWORK, TEST PORT
1	DSTRAK91061	FOUR PORT DDM
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
1	DLN6781	FRU: POWER SUPPLY
1	DLN6846	FRU: GTR ESS INTEGRATION KIT FOR EXT GGM 8000 GATEWAY
1	DLN6895	FRU: PA 7/800 MHZ
1	DLN6885	FRU: XCVR 7/800 MHZ V2
1	DLN6898	FRU: FAN MODULE
1	DLN6634	FRU: 700/800 MHZ SITE LNA
1	DLN1306	FRU: 700/800 MHZ CABINET RMC MODULE
1	DLN6677	FRU: G-SERIES XHUB
1	DSSC412HF2LDFE5765	COLLINEAR OMNI, 11.5DBD HD NULL FILL, PIP RATED LOW PIM 746-869 MHZ
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
350	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
7	DSSG11412B2U	SG114-12B2U 1-1/4" SUREGROUND GROUNDING KIT
2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
12	TDN7519	42396A-1 1-1/4" CABLE HANGER KIT STAINLESS
1	DSTSXD FMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DSGSAKITD	GROUND STRAP KIT - DIN
25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE



QTY	NOMENCLATURE	DESCRIPTION
1	DSSC412HF2LDFE5765	COLLINEAR OMNI, 11.5DBD HD NULL FILL, PIP RATED LOW PIM 746-869 MHZ
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
350	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
7	DSSG11412B2U	SG114-12B2U 1-1/4" SUREGROUND GROUNDING KIT
2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
12	TDN7519	42396A-1 1-1/4" CABLE HANGER KIT STAINLESS
1	DSTSXD FMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DSGSAKITD	GROUND STRAP KIT - DIN
25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSSC412HF2LDFE5608	COLLINEAR OMNI ANTENNA, 11.5 DBD GAIN, 746-869 MHZ, 20% NULL FILL
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
5	TDN9289	221213 CABLE WRAP WEATHERPROOFING
5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
350	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
7	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
2	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
350	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE



QTY	NOMENCLATURE	DESCRIPTION
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
7	DSSG1212B2U	SG12-12B2U, SUREGROUND 1/2", 48"
2	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
12	MDN6816	STD HANGERS FOR 1/2IN CABLE & EW180/EW220/EW-HANGER KIT STAINLESS-10PK
12	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
25	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
2	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
1	DSSC412HF2LDFE5608	COLLINEAR OMNI ANTENNA, 11.5 DBD GAIN, 746-869 MHZ, 20% NULL FILL
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
4	TDN9289	221213 CABLE WRAP WEATHERPROOFING
5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
350	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
7	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
2	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
12	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
1	SQM01SUM0205	GGM 8000 GATEWAY



QTY	NOMENCLATURE	DESCRIPTION
1	CA01619AA	ADD: DC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	F4544	SITE MANAGER ADVANCED
1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
1	VA00905	ADD:24/48 VDC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	F2463	RTU_PER_DEVICE_SW_LICENSES
1	DSTRAK91009EDC	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM DC
1	DSTRAK91071	FOUR PORT IRIG B TIME CODE FDM
2	DSTRAK91061	FOUR PORT DDM
50	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
4	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00855AA	ADD: 700/800 MHZ
4	CA01842AA	ADD: P25 TDMA SOFTWARE
4	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
1	CA01943AA	ADD:2ND BRANCH DIVERSITY
1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00884AA	ADD: QTY (1) XHUB
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00855AA	ADD: 700/800 MHZ
3	CA01842AA	ADD: P25 TDMA SOFTWARE



QTY	NOMENCLATURE	DESCRIPTION
3	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
1	CA01943AA	ADD:2ND BRANCH DIVERSITY
1	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00884AA	ADD: QTY (1) XHUB
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
1	DS320477SYS1	DC POWER SYSTEM, FP2-48/600- 2BD450A SPW/WEB
6	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE
10	DS236408	BLIND PANEL FP2 HE BLACK G1
1	DS206039	BATTERY, 48V1105AH BATT DDM85-27 3WX8H STACK
1	DS502666	100 AMP CIRCUIT BREAKER
1	TRN7343	SEVEN AND A HALF FOOT RACK
2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DS43783I01C48	CONTROL MONITORING UNIT, 796-824MHZ,DUAL DIVERSITY,ETHERNET,48VDC
1	DS43783I01T	TTA, 796-824MHZ, SINGLE / DUAL NETWORK, TEST PORT
1	DSTRAK91061	FOUR PORT DDM
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
1	DLN6781	FRU: POWER SUPPLY
1	DLN6846	FRU: GTR ESS INTEGRATION KIT FOR EXT GGM 8000 GATEWAY
1	DLN6895	FRU: PA 7/800 MHZ
1	DLN6885	FRU: XCVR 7/800 MHZ V2
1	DLN6898	FRU: FAN MODULE
1	DLN6634	FRU: 700/800 MHZ SITE LNA



QTY	NOMENCLATURE	DESCRIPTION
1	DLN1306	FRU: 700/800 MHZ CABINET RMC MODULE
1	DLN6677	FRU: G-SERIES XHUB
1	DSSC412HF2LDFE5765	COLLINEAR OMNI, 11.5DBD HD NULL FILL, PIP RATED LOW PIM 746-869 MHZ
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
350	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
7	DSSG11412B2U	SG114-12B2U 1-1/4" SUREGROUND GROUNDING KIT
2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
12	TDN7519	42396A-1 1-1/4" CABLE HANGER KIT STAINLESS
1	DSTSXDfMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DSGSAKITD	GROUND STRAP KIT - DIN
25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSSC412HF2LDFE5765	COLLINEAR OMNI, 11.5DBD HD NULL FILL, PIP RATED LOW PIM 746-869 MHZ
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
350	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
7	DSSG11412B2U	SG114-12B2U 1-1/4" SUREGROUND GROUNDING KIT
2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
12	TDN7519	42396A-1 1-1/4" CABLE HANGER KIT STAINLESS
1	DSTSXDfMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET



QTY	NOMENCLATURE	DESCRIPTION
1	DSGSAKITD	GROUND STRAP KIT - DIN
25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSSC412HF2LDFE5608	COLLINEAR OMNI ANTENNA, 11.5 DBD GAIN, 746-869 MHZ, 20% NULL FILL
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
5	TDN9289	221213 CABLE WRAP WEATHERPROOFING
5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
350	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
7	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
2	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
350	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
7	DSSG1212B2U	SG12-12B2U, SUREGROUND 1/2", 48"
2	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
12	MDN6816	STD HANGERS FOR 1/2IN CABLE & EW180/EW220/EW-HANGER KIT STAINLESS-10PK
12	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
25	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
2	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT



QTY	NOMENCLATURE	DESCRIPTION
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
1	DSSC412HF2LDFE5608	COLLINEAR OMNI ANTENNA, 11.5 DBD GAIN, 746-869 MHZ, 20% NULL FILL
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
4	TDN9289	221213 CABLE WRAP WEATHERPROOFING
5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
350	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
7	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
2	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
12	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	F4544	SITE MANAGER ADVANCED
1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
1	VA00905	ADD:24/48 VDC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	F2463	RTU_PER_DEVICE_SW_LICENSES
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00855AA	ADD: 700/800 MHZ
4	CA01842AA	ADD: P25 TDMA SOFTWARE



QTY	NOMENCLATURE	DESCRIPTION
4	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
1	CA01943AA	ADD:2ND BRANCH DIVERSITY
1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00884AA	ADD: QTY (1) XHUB
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
1	CA00855AA	ADD: 700/800 MHZ
3	CA01842AA	ADD: P25 TDMA SOFTWARE
3	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	CA01193AA	IP BASED MULTISITE BASE RADIO SOFTWARE
1	CA01943AA	ADD:2ND BRANCH DIVERSITY
1	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00884AA	ADD: QTY (1) XHUB
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
1	DSGXTR0900N007	UPS, GXT RACKMOUNT 1000VA/900W, 7 MIN RUNTIME 120V SOFTWIRED
1	DS320477SYS1	DC POWER SYSTEM, FP2-48/600- 2BD450A SPW/WEB
6	DS241115105	RECTIFIER, FLATPACK 2 48/2000 HE
10	DS236408	BLIND PANEL FP2 HE BLACK G1
1	DS206039	BATTERY, 48V1105AH BATT DDM85-27 3WX8H STACK
1	DS502666	100 AMP CIRCUIT BREAKER



QTY	NOMENCLATURE	DESCRIPTION
1	DS43783I01C48	CONTROL MONITORING UNIT, 796-824MHZ,DUAL DIVERSITY,ETHERNET,48VDC
1	DS43783I01T	TTA, 796-824MHZ, SINGLE / DUAL NETWORK, TEST PORT
1	DSTRAK91061	FOUR PORT DDM
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
1	DLN6781	FRU: POWER SUPPLY
1	DLN6846	FRU: GTR ESS INTEGRATION KIT FOR EXT GGM 8000 GATEWAY
1	DLN6895	FRU: PA 7/800 MHZ
1	DLN6885	FRU: XCVR 7/800 MHZ V2
1	DLN6898	FRU: FAN MODULE
1	DLN6634	FRU: 700/800 MHZ SITE LNA
1	DLN1306	FRU: 700/800 MHZ CABINET RMC MODULE
1	DLN6677	FRU: G-SERIES XHUB
1	DSSC412HF2LDFE5765	COLLINEAR OMNI, 11.5DBD HD NULL FILL, PIP RATED LOW PIM 746-869 MHZ
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
430	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
7	DSSG11412B2U	SG114-12B2U 1-1/4" SUREGROUND GROUNDING KIT
2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
12	TDN7519	42396A-1 1-1/4" CABLE HANGER KIT STAINLESS
1	DSTSXDfMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DSGSAKITD	GROUND STRAP KIT - DIN
25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE



QTY	NOMENCLATURE	DESCRIPTION
1	DSSC412HF2LDFE5765	COLLINEAR OMNI, 11.5DBD HD NULL FILL, PIP RATED LOW PIM 746-869 MHZ
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
350	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
7	DSSG11412B2U	SG114-12B2U 1-1/4" SUREGROUND GROUNDING KIT
2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
12	TDN7519	42396A-1 1-1/4" CABLE HANGER KIT STAINLESS
1	DSTSXD FMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	DSGSAKITD	GROUND STRAP KIT - DIN
25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSSC412HF2LDFE5608	COLLINEAR OMNI ANTENNA, 11.5 DBD GAIN, 746-869 MHZ, 20% NULL FILL
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
5	TDN9289	221213 CABLE WRAP WEATHERPROOFING
5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
450	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
5	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
450	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE



QTY	NOMENCLATURE	DESCRIPTION
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
5	DSSG1212B2U	SG12-12B2U, SUREGROUND 1/2", 48"
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
7	MDN6816	STD HANGERS FOR 1/2IN CABLE & EW180/EW220/EW-HANGER KIT STAINLESS-10PK
7	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
25	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
2	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
1	DSSC412HF2LDFE5608	COLLINEAR OMNI ANTENNA, 11.5 DBD GAIN, 746-869 MHZ, 20% NULL FILL
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
4	TDN9289	221213 CABLE WRAP WEATHERPROOFING
5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
450	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
8	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
3	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
15	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
8	DSMW3HE06791AA	SAR-8 SHELF V2



QTY	NOMENCLATURE	DESCRIPTION
8	DSMW3HE02784JA	SAR RELEASE 7.0 BASIC OS LICENSE
16	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V
8	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP -48VDC
18	DSMW3HE02776AB	8 PORT GE/FE ETHERNET CARD V2 48V
30	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C
16	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER
16	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING
5	DQBRA01010419001	CABLE GROUNDING KITS FOR 1/4 INCH AND 3/8 INCH CABLE
6	DS07009304001	HOISTING GRIP FOR CNT-400 CABLE
5	DS30010194001	50 OHM BRAIDED COAXIAL CABLE - 75 METER
6	DSC000082M002A	PTP 820G, SINGLE MODEM, ETH + 16 E1/T1
6	DSN000081L006	TNC MALE RIGHT ANGLE FOR CNT-400 BR
2	DSN000082L083A	PTP 820G ACT.KEY - CAPACITY 500M WITH ACM ENABLED, PER TX CHAN
4	DSN000082L132A	PTP 820G ACT.KEY - CAPACITY 300M WITH ACM ENABLED, PER TX CHAN
2	DSN110082D073A	PTP 820 3FT ANT,SP,11GHZ,RFU-C TYPE&STD UBR100 - ANDREW
4	DSN110082D098A	PTP 820 3FT ANT ,SP, 11GHZ, RFU-C TYPE & UBR100 - RADIOWAVE
6	DSWB3657A	LPU END KIT PTP800 (1 KIT REQUIRED PER COAXIAL CABLE)
6	DSWB3616A	COAXIAL CABLE INSTALLATION ASSEMBLY KITS (W/O SURGE ARRESTOR)
1	DQ THERMO16126181012	MSB, 12'X10' 1-RM BLDG. INCLS KOHLER 40KW LP GEN & NO UPS
12	GMDNN000082S096A	PTP 820G IDU END ONLY EXTENDED WARRANTY 2 ADDITIONAL YR
12	GMDNN000082S103A	PTP 820G RFU-C END ONLY EXTENDED WARRANTY 2 ADDITIONAL YR

Table 1-23: Lee's Summit Police Dispatch

QTY	NOMENCLATURE	DESCRIPTION
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
8	B1933	MOTOROLA VOICE PROCESSOR MODULE
8	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
8	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION
8	CA01643AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION



QTY	NOMENCLATURE	DESCRIPTION
8	CA00147AF	ADD: MCC 7500 SECURE OPERATION
8	CA00182AB	ADD: AES ALGORITHM
8	CA00245AA	ADD: ADP ALGORITHM
8	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
8	DSEV221	TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH
8	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
8	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
24	B1912	MCC SERIES DESKTOP SPEAKER
8	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
16	B1913	MCC SERIES HEADSET JACK
16	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
16	RMN5077B	SUPRAPLUS SINGLE MUFF HEADSET
8	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
8	T7885	MCAFFEE WINDOWS AV CLIENT
8	DSBLN6200B	AC POWER STRIP, 6 OUTLET
2	CLN1856	2620-24 ETHERNET SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	F2463	RTU_PER_DEVICE_SW_LICENSES
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	X153AW	ADD: RACK MOUNT HARDWARE



QTY	NOMENCLATURE	DESCRIPTION
1	CA01136AA	MCC 7500 CONVEN SITE OPER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
1	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	CA00182AB	ADD: AES ALGORITHM
1	CA00245AA	ADD: ADP ALGORITHM
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	T7885	MCAFFEE WINDOWS AV CLIENT
1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
2	DDN9748	19 INCH BLACK SHELF
1	DDN2092	17 IN LCD DRAWER WITH KEYBOARD AND MOUSE, KVM 16 PORTS, CABLES
1	T8126	FORTINET FIREWALL APPLIANCE
1	CLN1856	2620-24 ETHERNET SWITCH
8	DSGXTT1350N006	UPS, GXT TOWER 1500VA/1350W, 120V, 6 MINUTE RUNTIME,120/120V, SOFTWARE
1	DSA4200070512	UPS, APS 20KVA/18KW 208/240V, EXT MBB, ISO XFMR, 7 MIN RUN AT FULL
1	TRN7343	SEVEN AND A HALF FOOT RACK
2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT



QTY	NOMENCLATURE	DESCRIPTION
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
8	L30URS9PW1 N	APX CONSOLETTTE 7/800
8	CA01598	ADD: AC LINE CORD US
8	G361	ADD: P25 TRUNKING SOFTWARE
8	G996	ENH: OVER THE AIR PROVISIONING
8	G51	ENH: SMARTZONE OPERATION APX
8	G806	ADD: ASTRO DIGITAL CAI OPERATION
8	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
8	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
8	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
8	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY
8	W947	ADD: ASTRO 25 INTEGRATED VOICE & DATA
8	GA00580	ADD: TDMA OPERATION
8	GA00255AD	ENH: SFS COMPREHENSIVE 5 YR
1	HKN6184C	CABLE CH, PROGRAMMING,USB
8	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT
1	DSCS0496080531	CONTROL STATION COMBINER, STANDARD, 746-869 MHZ, 8 CHANNEL
2	DSMFBW7463	WIDEBAND FIBERGLASS OMNI ANTENNA 746-869 NFM BULKHEAD
16	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
80	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
150	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
4	DSF4PNMV2	F4PNMV2 1/2" TYPE N MALE CONNECTOR IN FSJ4-50B CABLE
1	DSISB50LNC2	RF SPD, 10-1000MHZ DC BLOCK BROADBAND BULKHEAD MT, NF ANT, NF EQUIP
3	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
3	0784469Y02	BRKT, CBL SUPPORT
8	F2380	MCD 5000 DESKSET
8	B1943	MCD 5000 LICENSING
8	FVN5847	MCD 5000 DESKSET SYSTEM CONFIG TOOL - SYSTEM W/OUT OMC



QTY	NOMENCLATURE	DESCRIPTION
8	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
8	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD
8	FVN5959	MCD 5000 WINDOWS SUPPLEMENTAL TRANSPARENT
2	FVN5847	MCD 5000 DESKSET SYSTEM CONFIG TOOL - SYSTEM W/OUT OMC
1	DDN2022	SPARE PARTS KIT - 5000 SERIES MAX-PRO QUADCORE FOR VOIP AND TLR
1	B1912	MCC SERIES DESKTOP SPEAKER
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	B1913	MCC SERIES HEADSET JACK
1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	CA00182AB	ADD: AES ALGORITHM
1	CA00245AA	ADD: ADP ALGORITHM
1	CLN1856	2620-24 ETHERNET SWITCH
1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
1	DLN6781	FRU: POWER SUPPLY
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	CA01616AA	ADD: AC POWER
8	FHN7470	MCD 5000 DESKSET HEADSET JACK BOX & CABLE
1	SQM01SUM0205	GGM 8000 GATEWAY

1.5.1 Subscribers Parts List

Table 1-24: APX 6000 Model 2.5—Portable Radio
Radio #1—Police Department

Qty	Model Number	APX6000 Model 2.5 7/800 MHZ - Portable Radio Includes: Radio, Antenna, Battery, Carry Holder, IP68 Rated (2 M/2 HRS)	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
167	H98UCF9P W6BN	APX 6000 7/800 MHZ MODEL 2.5 PORTABLE	\$3,026.00	27%	\$2,208.98	\$368,899.66
167	Q806	CAI	\$515.00	27%	\$375.95	\$62,783.65
167	H38	SMARTZONE	\$1,200.00	27%	\$876.00	\$146,292.00



Qty	Model Number	APX6000 Model 2.5 7/800 MHZ - Portable Radio Includes: Radio, Antenna, Battery, Carry Holder, IP68 Rated (2 M/2 HRS)	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
167	Q361	P25	\$300.00	27%	\$219.00	\$36,573.00
167	H885BK	ENH: 3 YR. WARRANTY (FROM START)	\$90.00	0%	\$90.00	\$15,030.00
167	INCLUDED	INTERNAL GPS ACTIVATION	NC	0%	NC	NC
167	INCLUDED	BLUE TOOTH CAPABILITY	NC	0%	NC	NC
167	INCLUDED	IV&D PACKET DATA	NC	0%	NC	NC
167	QA01833	EXTREME NOISE CANCELLING OPTION	\$25.00	27%	\$18.25	\$3,047.75
167	QA00580	TDMA OPERATION	\$450.00	27%	\$328.50	\$54,859.50
167	QA03399	ENHANCED DATA	\$150.00	27%	\$109.50	\$18,286.50
167	QA09012	MISSION CRITICAL GEOFENCING	\$150.00	27%	\$109.50	\$18,286.50
167	QA09008	GROUP SERVICES	\$150.00	27%	\$109.50	\$18,286.50
167	QA09001	WI-FI CAPABILITY	\$300.00	27%	\$219.00	\$36,573.00
167	QA09007	OUT OF THE BOX WI-FI PROVISIONING (REQUIRED FOR QA09001)	\$-	27%	\$0.00	\$0.00
167	QA09006	ADAPTIVE NOISE SUPPRESSION	\$150.00	27%	\$109.50	\$18,286.50
(NOTE: Delete QA01833 if this option is chosen)						
167	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	27%	\$73.00	\$12,191.00
167	Q15	ADD: AES/DES-XL-DES-OFB ENCRYPTION	\$799.00	27%	\$583.27	\$97,406.09
167	Q498	ENH: ASTRO 25 OTAR W/MULTI-KEY	\$740.00	27%	\$540.20	\$90,213.40
Sub Total (JO CO STD Package)			\$8,145.00		\$5,970.15	\$997,015.05
Accessories:						
0	NAF5085	SPARE ANTENNA; 7-800 MHZ GPS	\$45.00	27%	\$32.85	\$0.00
165	NMN6274	IMPRES RSM W/DUAL MIC NOISE SUPPRESSION, 3.5MM THREADED JACK, VOLUME CONTROL, 1 PROGRAMMINABLE BUTTON AND ORANGE BUTTON (IP55)	\$368.50	27%	\$269.01	\$44,385.83

Qty	Model Number	APX6000 Model 2.5 7/800 MHZ - Portable Radio Includes: Radio, Antenna, Battery, Carry Holder, IP68 Rated (2 M/2 HRS)	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
167	PMNN4486	SPARE IMPRES 2, LIION 3400 MAH BATTERY	\$142.00	27%	\$103.66	\$17,311.22
167	NNTN8860 A	SINGLE UNIT IMPRES 2 DESK TOP CHARGER	\$150.00	27%	\$109.50	\$18,286.50
1	NNTN8844 A	MULTI-UNIT (6 POCKET) IMPRES 2 CHARGER	\$1,250.00	27%	\$912.50	\$912.50
167	PMLN5657	LEATHER CASE, 2.75' SWL BL	\$71.50	27%	\$52.20	\$8,716.57
Sub Total - Accessories						\$89,612.61
Optional Accessories:						
0	NNTN7624 B	IMPRES VEHICULAR CHARGER (FULL KIT); HARDWIRED	\$429.00	27%	\$313.17	\$0.00
Note: Accessories are at 27% discount when purchased with radio.						
If purchased separately, only a 19% discount applies.						

Table 1-25: APX 6500 Mobile Radio (Remote Mount with 'O5' Control Head)

Qty	Model Number	APX6500 7/800 MHZ Mid Power Mobile - Remote Mount	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
87	M25URS9 PW1 N	APX6500 7/800 MHZ MID POWER MOBILE	\$2,438.00	27%	\$1,779.74	\$154,837.38
87	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	27%	\$375.95	\$32,707.65
87	G51	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	27%	\$876.00	\$76,212.00
87	G361	ADD: P25 TRUNKING SOFTWARE	\$300.00	27%	\$219.00	\$19,053.00
87	G442	ADD: O5 CONTROL HEAD	\$432.00	27%	\$315.36	\$27,436.32
87	G444	ADD: APX CONTROL HEAD SOFTWARE	\$-	27%	\$0.00	\$0.00
87	G67	ADD: REMOTE MOUNT	\$297.00	27%	\$216.81	\$18,862.47
87	G174	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	27%	\$31.39	\$2,730.93
87	W22	ADD: PALM MICROPHONE	\$72.00	27%	\$52.56	\$4,572.72
87	B18	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	27%	\$43.80	\$3,810.60

Qty	Model Number	APX6500 7/800 MHZ Mid Power Mobile - Remote Mount	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
87	G24	ADD: 3 YEAR SERVICE FROM THE START LITE	\$131.00	0%	\$131.00	\$11,397.00
87	INCLUDED	INTERNAL GPS ACTIVATION	NC	0%	NC	NC
87	INCLUDED	IV&D PACKET DATA	NC	0%	NC	NC
87	GA00580	TDMA OPERATION	\$450.00	27%	\$328.50	\$28,579.50
87	QA03399	ENHANCED DATA	\$150.00	27%	\$109.50	\$9,526.50
87	GA09012	MISSION CRITICAL GEOFENCING	\$150.00	27%	\$109.50	\$9,526.50
87	GA09008	GROUP SERVICES	\$150.00	27%	\$109.50	\$9,526.50
87	GA00226	GPS ANTENNA	\$75.00	27%	\$54.75	\$4,763.25
87	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	27%	\$73.00	\$6,351.00
87	G851	ADD: AES/DES-XL-DES-OFB ENCRYPTION	\$799.00	27%	\$583.27	\$50,744.49
87	G298	ENH: ASTRO 25 OTAR W/MULTI-KEY	\$740.00	27%	\$540.20	\$46,997.40
Sub Total			\$8,102.00		\$5,949.83	\$517,635.21

Notes: Other types/styles of control heads are available, such as:

- 02, 03, 07, 09 control heads.
- Multi-control head options.
- Siren/light control heads.



Table 1-26: APX 8500 Mobile Radio (Remote Mount/Motorcycle with '05' Control Head)

Qty	Model Number	APX8500 7/800 MHZ Mid Power Mobile - Remote Mount/Motorcycle	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
4	M37TSS9P W1 N	APX8500 ALL BAND MP MOBILE	\$4,770.00	27%	\$3,482.10	\$13,928.40
4	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	27%	\$375.95	\$1,503.80
4	G51	ENH: SMARTZONE OPERATION	\$1,500.00	27%	\$1,095.00	\$4,380.00
4	G361	ADD: P25 TRUNKING SOFTWARE	\$300.00	27%	\$219.00	\$876.00
4	G442	ADD: O5 CONTROL HEAD	\$432.00	27%	\$315.36	\$1,261.44
4	G444	ADD: CONTROL HEAD SOFTWARE	\$-	27%	\$0.00	\$0.00
4	G138	ADD: APX MOTORCYCLE CH SFWR	\$-	27%	\$0.00	\$0.00
4	G67BA	ADD: REMOTE MOUNT/MOTORCYCLE	\$400.00	27%	\$292.00	\$1,168.00
4	G174	ADD: ANT 3DB LOWPRO MCYC 762-870	\$43.00	27%	\$31.39	\$125.56
4	W22	ADD: PALM MICROPHONE	\$72.00	27%	\$52.56	\$210.24
4	B18	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	27%	\$43.80	\$175.20
4	W620	ADD: NO MTRCYCLE ENCL NEEDED APEX	\$-	27%	\$0.00	\$0.00
4	G24	ADD: 3 YEAR SERVICE FROM THE START LITE	\$250.00	0%	\$250.00	\$1,000.00
4	INCLUDED	INTERNAL GPS ACTIVATION	NC	0%	NC	NC
4	INCLUDED	IV&D PACKET DATA	NC	0%	NC	NC
4	GA05508	DEL: DELETE VHF BAND	\$(800.00)	27%	(\$584.00)	(\$2,336.00)
4	GA05509	DEL: DELETE UHF BAND	\$(800.00)	27%	(\$584.00)	(\$2,336.00)
4	GA00580	TDMA OPERATION	\$450.00	27%	\$328.50	\$1,314.00
4	QA03399	ENHANCED DATA	\$150.00	27%	\$109.50	\$438.00
4	GA09012	MISSION CRITICAL GEOFENCING	\$150.00	27%	\$109.50	\$438.00
4	GA09008	GROUP SERVICES	\$150.00	27%	\$109.50	\$438.00
4	GA00226	GPS ANTENNA	\$75.00	27%	\$54.75	\$219.00



Qty	Model Number	APX8500 7/800 MHZ Mid Power Mobile - Remote Mount/Motorcycle	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
4	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	27%	\$73.00	\$292.00
4	G851	ADD: AES/DES-XL-DES-OFB ENCRYPTION	\$799.00	27%	\$583.27	\$2,333.08
4	G298	ENH: ASTRO 25 OTAR W/MULTI-KEY	\$740.00	27%	\$540.20	\$2,160.80
Sub Total			\$9,356.00		\$6,897.38	\$27,589.52

Notes: Other types/styles of control heads are available, such as:

- 02, 03, 07, 09 control heads.
- Multi-control head options.
- Siren/light control heads.

Table 1-27: APX 6500 Mobile Radio (Dual Head with '05' Control Head)

Qty	Model Number	APX6500 7/800 MHZ Mid Power Mobile - Dual Head	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
1	M25URS9P W1 N	APX6500 7/800 MHZ MID POWER MOBILE	\$2,438.00	27%	\$1,779.74	\$1,779.74
1	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	27%	\$375.95	\$375.95
1	G51	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	27%	\$876.00	\$876.00
1	G361	ADD: P25 TRUNKING SOFTWARE	\$300.00	27%	\$219.00	\$219.00
1	G442	ADD: O5 CONTROL HEAD	\$432.00	27%	\$315.36	\$315.36
1	G444	ADD: APX CONTROL HEAD SOFTWARE	\$-	27%	\$0.00	\$0.00
1	G67	ADD: REMOTE MOUNT	\$297.00	27%	\$216.81	\$216.81
1	GA00092	ADD: DUAL-CONTRL HD HARDWARE	\$570.00	27%	\$416.10	\$416.10
1	G618	ADD:CBL REMOTE MOUNT 10 FEET	\$10.00	27%	\$7.30	\$7.30
1	G610	ADD: REMOTE MOUNT CBL 30 FEET	\$25.00	27%	\$18.25	\$18.25
1	G174	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	27%	\$31.39	\$31.39
2	W22	ADD: PALM MICROPHONE	\$72.00	27%	\$52.56	\$105.12
2	B18	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	27%	\$43.80	\$87.60
1	G24	ADD: 3 YEAR SERVICE FROM THE START LITE	\$131.00	0%	\$131.00	\$131.00



Qty	Model Number	APX6500 7/800 MHZ Mid Power Mobile - Dual Head	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
1	INCLUDED	INTERNAL GPS ACTIVATION	NC	0%	NC	NC
1	INCLUDED	IV&D PACKET DATA	NC	0%	NC	NC
1	GA00580	TDMA OPERATION	\$450.00	27%	\$328.50	\$328.50
1	QA03399	ENHANCED DATA	\$150.00	27%	\$109.50	\$109.50
1	GA09012	MISSION CRITICAL GEOFENCING	\$150.00	27%	\$109.50	\$109.50
1	GA09008	GROUP SERVICES	\$150.00	27%	\$109.50	\$109.50
1	GA00226	GPS ANTENNA	\$75.00	27%	\$54.75	\$54.75
1	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	27%	\$73.00	\$73.00
1	G851	ADD: AES/DES-XL-DES-OFB ENCRYPTION	\$799.00	27%	\$583.27	\$583.27
1	G298	ENH: ASTRO 25 OTAR W/MULTI-KEY	\$740.00	27%	\$540.20	\$540.20
Sub Total			\$8,707.00		\$6,391.48	\$6,487.84

Notes: Other types/styles of control heads are available, such as:

- 02, 03, 07, 09 control heads.
- Multi-control head options.
- Siren/light control heads.

Table 1-28: APX 6500 Mobile Radio (Dash Mount with '05' Control Head)

Qty	Model Number	APX6500 7/800 MHZ Mid Power Mobile - Dash Mount	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
3	M25URS9P W1 N	APX6500 7/800 MHZ MID POWER MOBILE	\$2,438.00	27%	\$1,779.74	\$5,339.22
3	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	27%	\$375.95	\$1,127.85
3	G51	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	27%	\$876.00	\$2,628.00
3	G361	ADD: P25 TRUNKING SOFTWARE	\$300.00	27%	\$219.00	\$657.00
3	G442	ADD: O5 CONTROL HEAD	\$432.00	27%	\$315.36	\$946.08
3	G444	ADD: APX CONTROL HEAD SOFTWARE	\$-	27%	\$0.00	\$0.00
3	G66	ADD: DASH MOUNT	\$125.00	27%	\$91.25	\$273.75



Qty	Model Number	APX6500 7/800 MHZ Mid Power Mobile - Dash Mount	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
3	G174	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	27%	\$31.39	\$94.17
3	W22	ADD: PALM MICROPHONE	\$72.00	27%	\$52.56	\$157.68
3	B18	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	27%	\$43.80	\$131.40
3	G24	ADD: 3 YEAR SERVICE FROM THE START LITE	\$131.00	0%	\$131.00	\$393.00
3	INCLUDED	INTERNAL GPS ACTIVATION	NC	0%	NC	NC
3	INCLUDED	IV&D PACKET DATA	NC	0%	NC	NC
3	GA00580	TDMA OPERATION	\$450.00	27%	\$328.50	\$985.50
3	QA03399	ENHANCED DATA	\$150.00	27%	\$109.50	\$328.50
3	GA09012	MISSION CRITICAL GEOFENCING	\$150.00	27%	\$109.50	\$328.50
3	GA09008	GROUP SERVICES	\$150.00	27%	\$109.50	\$328.50
3	GA00226	GPS ANTENNA	\$75.00	27%	\$54.75	\$164.25
3	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	27%	\$73.00	\$219.00
3	G851	ADD: AES/DES-XL-DES-OFB ENCRYPTION	\$799.00	27%	\$583.27	\$1,749.81
3	G298	ENH: ASTRO 25 OTAR W/MULTI-KEY	\$740.00	27%	\$540.20	\$1,620.60
Sub Total			\$7,930.00		\$5,824.27	\$17,472.81

Notes: Other types/styles of control heads are available, such as:

- 02, 03, 07, 09 control heads.
- Multi-control head options.
- Siren/light control heads.

**Table 1-29: APX 8000XE Model 2.5—Portable Radio (Dual Band)
Radio #1—Fire Department**

Qty	Model Number	APX8000XE Model 2.5 7/800 MHZ - Portable Radio Includes: Radio, Antenna, Battery, Carry Holder, IP68 Rated (2 M/4 HRS)	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
94	H91TGD9P W6BN	APX 8000 7/800 MHZ MODEL 2.5 PORTABLE (ALL BAND)	\$5,983.00	27%	\$4,367.59	\$410,553.46
94	QA02006	ENH: APX8000XE RUGGED RADIO	\$800.00	27%	\$584.00	\$54,896.00
94	Q806	CAI	\$515.00	27%	\$375.95	\$35,339.30

Qty	Model Number	APX8000XE Model 2.5 7/800 MHZ - Portable Radio Includes: Radio, Antenna, Battery, Carry Holder, IP68 Rated (2 M/4 HRS)	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
94	H38	SMARTZONE	\$1,500.00	27%	\$1,095.00	\$102,930.00
94	Q361	P25	\$300.00	27%	\$219.00	\$20,586.00
94	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	27%	\$73.00	\$6,862.00
0	Q15	ADD: AES/DES-XL-DES-OFB ENCRYPTION	\$799.00	27%	\$0.00	\$0.00
0	Q498	ENH: ASTRO 25 OTAR W/MULTI-KEY	\$740.00	27%	\$0.00	\$0.00
94	Q58	ENH: 3 YR. WARRANTY (FROM START)	\$110.00	0%	\$110.00	\$10,340.00
94	INCLUDED	INTERNAL GPS ACTIVATION	NC	0%	NC	NC
94	INCLUDED	BLUE TOOTH CAPABILITY	NC	0%	NC	NC
94	INCLUDED	IV&D PACKET DATA	NC	0%	NC	NC
94	QA09006	ADAPTIVE NOISE SUPPRESSION	NC	0%	NC	NC
94	H###	ENH; PUBLIC SAFETY YELLOW OR GREEN HOUSING OPTION	\$25.00	27%	\$18.25	\$1,715.50
94	QA00580	TDMA OPERATION	\$450.00	27%	\$328.50	\$30,879.00
94	QA03399	ENHANCED DATA	\$150.00	27%	\$109.50	\$10,293.00
94	QA09012	MISSION CRITICAL GEOFENCING	\$150.00	27%	\$109.50	\$10,293.00
94	QA09008	GROUP SERVICES	\$150.00	27%	\$109.50	\$10,293.00
94	QA09001	WI-FI CAPABILITY	\$300.00	27%	\$219.00	\$20,586.00
94	QA09007	OUT OF THE BOX WI-FI PROVISIONING (REQUIRED FOR QA09001)	\$-	27%	\$0.00	\$0.00
94	QA05509	DELETE UHF BAND	\$(800.00)	27%	(\$584.00)	(\$54,896.00)
Sub Total - Radio #1 (Fire Dept)			\$11,272.00		\$7,134.79	\$670,670.26

Qty	Model Number	APX8000XE Model 2.5 7/800 MHZ - Portable Radio Includes: Radio, Antenna, Battery, Carry Holder, IP68 Rated (2 M/4 HRS)	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
Accessories						
0	NAR6594	SPARE ANTENNA; VHF/7-800 MHZ GPS	\$75.00	27%	\$54.75	\$0.00
94	PMMN4106 A	XE-500; AUDIO ACCESSORY-AUDIO ADAPTER,NEXT GEN FIRE RSM MODEL 1 (COMES IN GREEN OR BLACK)	\$550.00	27%	\$401.50	\$37,741.00
123	PMNN4486	SPARE IMPRES 2, LIION 3400 MAH BATTERY	\$142.00	27%	\$103.66	\$12,750.18
0	NNTN8860 A	SINGLE UNIT IMPRES 2 DESK TOP CHARGER	\$150.00	27%	\$109.50	\$0.00
9	NNTN8844 A	MULTI-UNIT (6 POCKET) IMPRES 2 CHARGER	\$1,250.00	27%	\$912.50	\$8,212.50
0	PMLN5875	LEATHER CASE, 2.75" SWBL	\$65.00	27%	\$47.45	\$0.00
84	NNTN7624 B	IMPRES VEHICULAR CHARGER (FULL KIT); HARDWIRED	\$429.00	27%	\$313.17	\$26,306.28
Sub Total - Accessories						\$85,009.96
Note: Accessories are at 27% discount when purchased with radio.						
If purchased separately, only a 19% discount applies.						
Net Total (Radio #1 & Accessories) Fire Dept						\$755,680.22

**Table 1-30: APX 4000 Model 2—Portable Radio
(Fire Department—Command Staff—No Encryption)**

Qty	Model Number	APX4000 Model 2/800 MHZ - Portable Radio Includes: Radio, Antenna, Battery, Belt Clip	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
17	H51UCF9P W6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE	\$1,963.00	27%	\$1,432.99	\$24,360.83
17	QA04865	ADD: TWO KNOB CONFIGURATION	\$-	27%	\$0.00	\$0.00
17	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD	\$1,570.00	27%	\$1,146.10	\$19,483.70
17	H885BK	ENH: 3 YR. WARRANTY (FROM START)	\$90.00	0%	\$90.00	\$1,530.00
17	INCLUDED	INTERNAL GPS ACTIVATION	NC	0%	NC	NC
17	INCLUDED	BLUE TOOTH CAPABILITY	NC	0%	NC	NC
17	INCLUDED	IV&D PACKET DATA	NC	0%	NC	NC

Qty	Model Number	APX4000 Model 2/800 MHZ - Portable Radio Includes: Radio, Antenna, Battery, Belt Clip	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
17	QA01833	EXTREME NOISE CANCELLING OPTION	\$25.00	27%	\$18.25	\$310.25
17	QA00580	TDMA OPERATION	\$450.00	27%	\$328.50	\$5,584.50
17	QA03399	ENHANCED DATA	\$150.00	27%	\$109.50	\$1,861.50
17	QA09012	MISSION CRITICAL GEOFENCING	\$150.00	27%	\$109.50	\$1,861.50
17	QA09008	GROUP SERVICES	\$150.00	27%	\$109.50	\$1,861.50
17	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	27%	\$73.00	\$1,241.00
Sub Total (JO CO STD Package)			\$4,648.00		\$3,417.34	\$58,094.78
Accessories						
17	NNTN8128 BR	BATT IMP STD LI ION 1900M 2000T	\$102.00	27%	\$74.46	\$1,265.82
17	PMPN4174 A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	\$150.00	27%	\$109.50	\$1,861.50
Sub Total - Accessories						\$3,127.32

Radio, Belt Clip, Battery, SUC, Spare Battery

Table 1-31: APX 8500 Mobile Radio (Remote Mount) 7/800 & VHF (with '05' Control Head)

Qty	Model Number	APX8500 7/800 MHZ & VHF Mid Power Mobile - Remote Mount III	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
36	M37TSS9P W1N	APX8500 MULTI-BAND MID POWER MOBILE	\$4,770.00	27%	\$3,482.10	\$125,355.60
36	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	27%	\$375.95	\$13,534.20
36	G51	ENH: SMARTZONE OPERATION APX6500	\$1,500.00	27%	\$1,095.00	\$39,420.00
36	G361	ADD: P25 TRUNKING SOFTWARE	\$300.00	27%	\$219.00	\$7,884.00
36	G442	ADD: O5 CONTROL HEAD	\$432.00	27%	\$315.36	\$11,352.96
36	G444	ADD: APX CONTROL HEAD SOFTWARE	\$-	27%	\$0.00	\$0.00
36	G67	ADD: REMOTE MOUNT	\$297.00	27%	\$216.81	\$7,805.16
36	GA01513	ADD: ALL BAND ANTENNA	\$95.00	27%	\$69.35	\$2,496.60



Qty	Model Number	APX8500 7/800 MHZ & VHF Mid Power Mobile - Remote Mount III	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
36	W22	ADD: PALM MICROPHONE	\$72.00	27%	\$52.56	\$1,892.16
36	B18	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	27%	\$43.80	\$1,576.80
36	G78	ADD: 3 YEAR SERVICE FROM THE START LITE	\$250.00	0%	\$250.00	\$9,000.00
36	INCLUDED	INTERNAL GPS ACTIVATION	NC	0%	NC	NC
36	INCLUDED	IV&D PACKET DATA	NC	0%	NC	NC
36	GA00580	TDMA OPERATION	\$450.00	27%	\$328.50	\$11,826.00
36	QA03399	ENHANCED DATA	\$150.00	27%	\$109.50	\$3,942.00
36	GA09012	MISSION CRITICAL GEOFENCING	\$150.00	27%	\$109.50	\$3,942.00
36	GA01202	GEO FENCE MOBILE	\$150.00	27%	\$109.50	\$3,942.00
36	GA09008	GROUP SERVICES	\$150.00	27%	\$109.50	\$3,942.00
36	GA09001	WI-FI CAPABILITY	\$300.00	27%	\$219.00	\$7,884.00
36	GA09007	OUT OF THE BOX WI-FI PROVISIONING (REQUIRES GA09001)	\$-	27%	\$0.00	\$0.00
36	GA00226	GPS/WI-FI ANTENNA	\$75.00	27%	\$54.75	\$1,971.00
36	GA05509	DEL: DELETE UHF BAND	\$(800.00)	27%	(\$584.00)	(\$21,024.00)
36	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	27%	\$73.00	\$2,628.00
0	G851	ADD: AES/DES-XL-DES-OFB ENCRYPTION	\$799.00	27%	\$0.00	\$0.00
0	G298	ENH: ASTRO 25 OTAR W/MULTI-KEY	\$740.00	27%	\$0.00	\$0.00
Sub Total			\$10,555.00		\$6,649.18	\$239,370.48
13	FireCom	FireCom APX Interface cable	\$195.00	0%	\$195.00	\$2,535.00

Notes: Other types/styles of control heads are available, such as:

- 02, 03, 07, 09 control heads.
- Multi-control head options.
- Motorcycle radio options.
- Siren/light control heads.

Table 1-32: APX 8500 Mobile Radio (Dash Mount) 7/800 & VHF (with '05' Control Head)

Qty	Model Number	APX8500 7/800 MHZ & VHF Mid Power Mobile - Dash Mount III	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
3	M37TSS9P W1N	APX8500 MULTI-BAND MID POWER MOBILE	\$4,770.00	27%	\$3,482.10	\$10,446.30
3	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	27%	\$375.95	\$1,127.85
3	G51	ENH: SMARTZONE OPERATION APX6500	\$1,500.00	27%	\$1,095.00	\$3,285.00
3	G361	ADD: P25 TRUNKING SOFTWARE	\$300.00	27%	\$219.00	\$657.00
3	G442	ADD: O5 CONTROL HEAD	\$432.00	27%	\$315.36	\$946.08
3	G444	ADD: APX CONTROL HEAD SOFTWARE	\$-	27%	\$0.00	\$0.00
3	G66	ADD: DASH MOUNT	\$125.00	27%	\$91.25	\$273.75
3	GA01513	ADD: ALL BAND ANTENNA	\$95.00	27%	\$69.35	\$208.05
3	W22	ADD: PALM MICROPHONE	\$72.00	27%	\$52.56	\$157.68
3	B18	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	27%	\$43.80	\$131.40
3	G78	ADD: 3 YEAR SERVICE FROM THE START LITE	\$250.00	0%	\$250.00	\$750.00
3	INCLUDED	INTERNAL GPS ACTIVATION	NC	0%	NC	NC
3	INCLUDED	IV&D PACKET DATA	NC	0%	NC	NC
3	GA00580	TDMA OPERATION	\$450.00	27%	\$328.50	\$985.50
3	QA03399	ENHANCED DATA	\$150.00	27%	\$109.50	\$328.50
3	GA09012	MISSION CRITICAL GEOFENCING	\$150.00	27%	\$109.50	\$328.50
3	GA01202	GEO FENCE MOBILE	\$150.00	27%	\$109.50	\$328.50
3	GA09008	GROUP SERVICES	\$150.00	27%	\$109.50	\$328.50
3	GA09001	WI-FI CAPABILITY	\$300.00	27%	\$219.00	\$657.00
3	GA09007	OUT OF THE BOX WI-FI PROVISIONING (REQUIRES GA09001)	\$-	27%	\$0.00	\$0.00
3	GA00226	GPS/WI-FI ANTENNA	\$75.00	27%	\$54.75	\$164.25
3	GA05509	DEL: DELETE UHF BAND	\$(800.00)	27%	(\$584.00)	(\$1,752.00)



Qty	Model Number	APX8500 7/800 MHZ & VHF Mid Power Mobile - Dash Mount III	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
3	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	27%	\$73.00	\$219.00
0	G851	ADD: AES/DES-XL-DES-OFB ENCRYPTION	\$799.00	27%	\$0.00	\$0.00
0	G298	ENH: ASTRO 25 OTAR W/MULTI-KEY	\$740.00	27%	\$0.00	\$0.00
Sub Total			\$10,383.00		\$6,523.62	\$19,570.86
Note: Pricing DOES NOT include programming or installation services.						

Notes: Other types/styles of control heads are available, such as:

- 02, 03, 07, 09 control heads.
- Multi-control head options.
- Motorcycle radio options.
- Siren/light control heads.

Table 1-33: APX 8500 Mobile Radio (Dual Control Head) 7/800 & VHF (with '05' Control Head)

Qty	Model Number	APX8500 7/800 MHZ & VHF Mid Power Mobile - Dual Control Head	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
8	M37TSS9P W1N	APX8500 MULTI-BAND MID POWER MOBILE	\$4,770.00	27%	\$3,482.10	\$27,856.80
8	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	27%	\$375.95	\$3,007.60
8	G51	ENH: SMARTZONE OPERATION APX6500	\$1,500.00	27%	\$1,095.00	\$8,760.00
8	G361	ADD: P25 TRUNKING SOFTWARE	\$300.00	27%	\$219.00	\$1,752.00
8	G442	ADD: O5 CONTROL HEAD	\$432.00	27%	\$315.36	\$2,522.88
8	G444	ADD: APX CONTROL HEAD SOFTWARE	\$-	27%	\$0.00	\$0.00
8	G67	ADD: REMOTE MOUNT	\$297.00	27%	\$216.81	\$1,734.48
8	GA00092	ADD: DUAL-CONTRL HD HARDWARE	\$570.00	27%	\$416.10	\$3,328.80
8	G628	ADD: REMOTE MOUNT CBL 17 FEET	\$15.00	27%	\$10.95	\$87.60
8	G610	ADD: REMOTE MOUNT CBL 30 FEET	\$25.00	27%	\$18.25	\$146.00
8	GA01513	ADD: ALL BAND ANTENNA	\$95.00	27%	\$69.35	\$554.80



Qty	Model Number	APX8500 7/800 MHZ & VHF Mid Power Mobile - Dual Control Head	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
16	W22	ADD: PALM MICROPHONE	\$72.00	27%	\$52.56	\$840.96
16	B18	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	27%	\$43.80	\$700.80
8	G78	ADD: 3 YEAR SERVICE FROM THE START LITE	\$250.00	0%	\$250.00	\$2,000.00
8	INCLUDED	INTERNAL GPS ACTIVATION	NC	0%	NC	NC
8	INCLUDED	IV&D PACKET DATA	NC	0%	NC	NC
8	GA00580	TDMA OPERATION	\$450.00	27%	\$328.50	\$2,628.00
8	QA03399	ENHANCED DATA	\$150.00	27%	\$109.50	\$876.00
8	GA09012	MISSION CRITICAL GEOFENCING	\$150.00	27%	\$109.50	\$876.00
8	GA01202	GEO FENCE MOBILE	\$150.00	27%	\$109.50	\$876.00
8	GA09008	GROUP SERVICES	\$150.00	27%	\$109.50	\$876.00
8	GA09001	WI-FI CAPABILITY	\$300.00	27%	\$219.00	\$1,752.00
8	GA09007	OUT OF THE BOX WI-FI PROVISIONING (REQUIRES GA09001)	\$-	27%	\$0.00	\$0.00
8	GA00226	GPS/WI-FI ANTENNA	\$75.00	27%	\$54.75	\$438.00
8	GA05509	DEL: DELETE UHF BAND	\$(800.00)	27%	(\$584.00)	(\$4,672.00)
8	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	27%	\$73.00	\$584.00
0	G851	ADD: AES/DES-XL-DES-OFB ENCRYPTION	\$799.00	27%	\$0.00	\$0.00
0	G298	ENH: ASTRO 25 OTAR W/MULTI-KEY	\$740.00	27%	\$0.00	\$0.00
Sub Total			\$11,165.00		\$7,094.48	\$57,526.72

Notes: Other types/styles of control heads are available, such as:

- 02, 03, 07, 09 control heads.
- Multi-control head options.
- Motorcycle radio options.
- Siren/light control heads.

Table 1-34: APX 7500 Mobile Consolette Radio 7/800 & VHF (with '05' Control Head)

Qty	Model Number	APX7500 7/800 MHZ Consolette Radios (1 For Each Station) III	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
6	L30URS9P W1 N	APX CONSOLETTTE 7/800	\$4,554.00	27%	\$3,324.42	\$19,946.52
6	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	27%	\$375.95	\$2,255.70
6	G51	ENH: SMARTZONE OPERATION APX6500	\$1,500.00	27%	\$1,095.00	\$6,570.00
6	G361	ADD: P25 TRUNKING SOFTWARE	\$300.00	27%	\$219.00	\$1,314.00
6	W947	ADD: ASTRO 25 INTEGRATED VOICE & DATA	\$250.00	27%	\$182.50	\$1,095.00
6	GA00580	ADD: TDMA OPERATION	\$450.00	27%	\$328.50	\$1,971.00
6	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$789.00	27%	\$575.97	\$3,455.82
6	G90	ADD: NO MICROPHONE NEEDED	\$0.00	27%	\$0.00	\$0.00
6	CA01598	ADD: AC LINE CORD US	\$0.00	27%	\$0.00	\$0.00
6	G78	ADD: 3 YEAR SERVICE FROM THE START LITE	\$168.00	27%	\$122.64	\$735.84
6	HKN6243A	APX CONSOLETTTE WALL MOUNT BRACKET KIT	\$60.00	27%	\$43.80	\$262.80
6	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	27%	\$73.00	\$438.00
Sub Total			\$8,686.00		\$6,340.78	\$38,044.68

Notes: Other types/styles of control heads are available, such as:

- 02, 03, 07, 09 control heads.
- Multi-control head options.
- Motorcycle radio options.
- Siren/light control heads.



**Table 1-35: APX 900 Model xx—Portable Radio
Public Works**

Qty	Model Number	APX900 Model XX, 7/800 MHZ - Portable Radio Includes: Radio, Antenna, Battery, Belt Clip	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
17	H92UCF9P W6 N	APX 900 7/800 MHZ MODEL 2 PORTABLE	\$1,597.00	27%	\$1,165.81	\$19,818.77
17	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN	\$1,570.00	27%	\$1,146.10	\$19,483.70
17	INCLUDED	INTERNAL GPS ACTIVATION	NC	0%	NC	NC
17	INCLUDED	MISSION CRITICAL BLUETOOTH	NC	0%	NC	NC
17	INCLUDED	IV&D PACKET DATA	NC	0%	NC	NC
17	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	27%	\$73.00	\$1,241.00
17	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	\$90.00	0%	\$90.00	\$1,530.00
17	QA00580	TDMA OPERATION	\$450.00	27%	\$328.50	\$5,584.50
Sub Total (JO CO STD Package)			\$3,807.00		\$2,803.41	\$47,657.97
Accessories						
4	NNTN8128	IMPRES LIION BATTERY; 1900 MAH	\$102.00	27%	\$74.46	\$297.84
7	PMPN4174 A	SINGLE UNIT IMPRES DESK TOP CHARGER	\$69.25	27%	\$50.55	\$353.87
2	WPLN4219	MULTI-UNIT CHARGER W/6 DISPLAYS	\$715.00	27%	\$521.95	\$1,043.90
Sub Total - Accessories					\$646.96	\$1,695.61
Note: Accessories are at 27% discount when purchased with radio.						
If purchased separately, only a 19% discount applies.						

**Table 1-36: APX 1500 Mobile Radio (Dash Mount)
Public Works**

Qty	Model Number	APX1500 7/800 MHZ Mid Power Mobile - Dash Mount III	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
39	M36URS9P W1N	APX1500 7/800	\$1,564.00	27%	\$1,141.72	\$44,527.08
39	GA01339	ADD: SW P25 TRUNKING	\$1,070.00	27%	\$781.10	\$30,462.90
39	GA00804	ADD: APX O2 CONTROL HEAD (Grey)	\$492.00	27%	\$359.16	\$14,007.24

Qty	Model Number	APX1500 7/800 MHZ Mid Power Mobile - Dash Mount III	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
39	G444	ADD: APX CONTROL HEAD SOFTWARE	\$-	27%	\$0.00	\$0.00
39	G66	ADD: DASH MOUNT	\$125.00	27%	\$91.25	\$3,558.75
39	G174	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	27%	\$31.39	\$1,224.21
39	W22	ADD: PALM MICROPHONE	\$72.00	27%	\$52.56	\$2,049.84
39	G142	ADD: NO SPEAKER NEEDED	\$0.00	27%	\$0.00	\$0.00
39	G24	ADD: 3 YEAR SERVICE FROM THE START LITE	\$131.00	0%	\$131.00	\$5,109.00
39	INCLUDED	INTERNAL GPS ACTIVATION	NC	0%	NC	NC
39	INCLUDED	IV&D PACKET DATA	NC	0%	NC	NC
39	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	27%	\$73.00	\$2,847.00
39	GA00580	TDMA OPERATION	\$450.00	27%	\$328.50	\$12,811.50
39	QA03399	ENHANCED DATA	\$150.00	27%	\$109.50	\$4,270.50
Sub Total (JO CO STD Package)			\$4,197.00		\$3,099.18	\$120,868.02

Notes:

- This radio is only available as a dash mount radio.
- This radio supports single key ADP encryption.
- This radio "does not" support AES or DES.

**Table 1-37: APX 1500 Mobile Radio (Control Station)
Public Works**

Qty	Model Number	APX1500 7/800 MHZ Mid Power Mobile - Control Station With Power Supply, Desk Tray And Desk Microphone No Antenna Quoted - See Separate Proposal	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
2	M36URS9P W1N	APX1500 7/800	\$1,564.00	27%	\$1,141.72	\$2,283.44
2	GA01339	ADD: SW P25 TRUNKING	\$1,070.00	27%	\$781.10	\$1,562.20
2	GA00804	ADD: APX O2 CONTROL HEAD (Grey)	\$492.00	27%	\$359.16	\$718.32
2	G444	ADD: APX CONTROL HEAD SOFTWARE	\$-	27%	\$0.00	\$0.00
2	G66	ADD: DASH MOUNT	\$125.00	27%	\$91.25	\$182.50
2	G89	ADD: NO ANTENNA	\$0.00	27%	\$0.00	\$0.00

Qty	Model Number	APX1500 7/800 MHZ Mid Power Mobile - Control Station With Power Supply, Desk Tray And Desk Microphone No Antenna Quoted - See Separate Proposal	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
2	W382	ADD: DESK MICROPHONE	\$169.00	27%	\$123.37	\$246.74
2	G142	ADD: NO SPEAKER NEEDED	\$0.00	27%	\$0.00	\$0.00
2	G91	ADD: CONTROL STATION POWER SUPPLY	\$269.00	27%	\$196.37	\$392.74
2	W665	ADD: CONTROL STATION OPERATION	\$70.00	27%	\$51.10	\$102.20
2	G24	ADD: 3 YEAR SERVICE FROM THE START LITE	\$131.00	0%	\$131.00	\$262.00
2	INCLUDED	INTERNAL GPS ACTIVATION	NC	0%	NC	NC
2	INCLUDED	IV&D PACKET DATA	NC	0%	NC	NC
2	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	27%	\$73.00	\$146.00
2	GA00580	TDMA OPERATION	\$450.00	27%	\$328.50	\$657.00
2	QA03399	ENHANCED DATA	\$150.00	27%	\$109.50	\$219.00
Sub Total (JO CO STD Package)			\$4,590.00		\$3,386.07	\$6,772.14
Note: Pricing DOES NOT include programming or installation services.						

**Table 1-38: APX 900 Model xx—Portable Radio
Water Department**

Qty	Model Number	APX900 Model XX, 7/800 MHZ - Portable Radio Includes: Radio, Antenna, Battery, Belt Clip	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
11	H92UCF9P W6 N	APX 900 7/800 MHZ MODEL 2 PORTABLE	\$1,597.00	27%	\$1,165.81	\$12,823.91
11	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN	\$1,570.00	27%	\$1,146.10	\$12,607.10
11	INCLUDED	INTERNAL GPS ACTIVATION	NC	0%	NC	NC
11	INCLUDED	MISSION CRITICAL BLUETOOTH	NC	0%	NC	NC
11	INCLUDED	IV&D PACKET DATA	NC	0%	NC	NC
11	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	27%	\$73.00	\$803.00
11	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	\$90.00	0%	\$90.00	\$990.00
11	QA00580	TDMA OPERATION	\$450.00	27%	\$328.50	\$3,613.50

Qty	Model Number	APX900 Model XX, 7/800 MHZ - Portable Radio Includes: Radio, Antenna, Battery, Belt Clip	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
Sub Total (JO CO STD Package)			\$3,807.00		\$2,803.41	\$30,837.51
Accessories						
4	NNTN8128	IMPRES LIION BATTERY; 1900 MAH	\$102.00	27%	\$74.46	\$297.84
2	WPLN4219	MULTI-UNIT CHARGER W/6 DISPLAYS	\$715.00	27%	\$521.95	\$1,043.90
0	PMPN4174 A	SINGLE UNIT IMPRES DESK TOP CHARGER	\$69.25	27%	\$50.55	\$0.00
Sub Total - Accessories					\$646.96	\$1,341.74
Note: Accessories are at 27% discount when purchased with radio.						
If purchased separately, only a 19% discount applies.						



**Table 1-39: APX 1500 Mobile Radio (Dash Mount)
Water Department**

Qty	Model Number	APX1500 7/800 MHZ Mid Power Mobile - Dash Mount III	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
35	M36URS9P W1N	APX1500 7/800	\$1,564.00	27%	\$1,141.72	\$39,960.20
35	GA01339	ADD: SW P25 TRUNKING	\$1,070.00	27%	\$781.10	\$27,338.50
35	GA00804	ADD: APX O2 CONTROL HEAD (Grey)	\$492.00	27%	\$359.16	\$12,570.60
35	G444	ADD: APX CONTROL HEAD SOFTWARE	\$-	27%	\$0.00	\$0.00
35	G66	ADD: DASH MOUNT	\$125.00	27%	\$91.25	\$3,193.75
35	G174	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	27%	\$31.39	\$1,098.65
35	W22	ADD: PALM MICROPHONE	\$72.00	27%	\$52.56	\$1,839.60
35	G142	ADD: NO SPEAKER NEEDED	\$0.00	27%	\$0.00	\$0.00
35	G24	ADD: 3 YEAR SERVICE FROM THE START LITE	\$131.00	0%	\$131.00	\$4,585.00
35	INCLUDED	INTERNAL GPS ACTIVATION	NC	0%	NC	NC
35	INCLUDED	IV&D PACKET DATA	NC	0%	NC	NC
35	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	27%	\$73.00	\$2,555.00
35	GA00580	TDMA OPERATION	\$450.00	27%	\$328.50	\$11,497.50
35	QA03399	ENHANCED DATA	\$150.00	27%	\$109.50	\$3,832.50
Sub Total (JO CO STD Package)			\$4,197.00		\$3,099.18	\$108,471.30

Notes:

- This radio is only available as a dash mount radio.
- This radio supports single key ADP encryption.
- This radio "does not" support AES or DES.



**Table 1-40: APX 7500 Console Radio & Desksets
City of Lee's Summit Water Department**

Qty	Model Number	APX7500 Console Radio (Dual Band 7-800/UHF) with Desksets	DNUP	Extended DNUP	DIS C	JO KS Contract Price	Extended JO KS Contract Price
1	L30TSS9P W1AN	APX CONSOLETTA DUAL BAND	\$4,554.00	\$4,554.00	27%	\$3,324.42	\$3,324.42
1	GA00244A A	ADD: 7/800 MHZ PRIMARY BAND	\$-	\$-	27%	\$0.00	\$0.00
1	GA00346A A	ADD: UHF R2 MP SECONDARY BAND	\$400.00	\$400.00	27%	\$292.00	\$292.00
1	GA00579A A	ADD: ENABLE DUAL BAND OPERATION	\$600.00	\$600.00	27%	\$438.00	\$438.00
1	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$515.00	27%	\$375.95	\$375.95
1	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,500.00	27%	\$1,095.00	\$1,095.00
1	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$300.00	27%	\$219.00	\$219.00
1	G996AS	ENH: OVER THE AIR PROVISIONING	\$100.00	\$100.00	27%	\$73.00	\$73.00
1	GA00580A A	ADD: TDMA OPERATION	\$450.00	\$450.00	27%	\$328.50	\$328.50
1	L999AB	ADD: FULL FP W/05KEYPAD/CLOCK/VU	\$789.00	\$789.00	27%	\$575.97	\$575.97
1	CA01598A B	ADD: AC LINE CORD US	\$0.00	\$-	27%	\$0.00	\$0.00
1	G78	ADD: 3 YEAR SERVICE FROM THE START LITE	\$168.00	\$168.00	0%	\$168.00	\$168.00
Sub Total - Console				\$9,376.00		\$6,889.84	\$6,889.84
Deskset(s); Total of Three (3)							
3	F2380A	MCD 5000 DESKSET	\$1,500.00	\$4,500.00	15%	\$1,275.00	\$3,825.00
1	F7979A	MCD 5000 DESKSET RADIO GATEWAY UNIT (RGU)	\$1,500.00	\$1,500.00	15%	\$1,275.00	\$1,275.00
1	B1943	MCD 5000 LICENSING	\$-	\$-	15%	\$0.00	\$0.00

Qty	Model Number	APX7500 Consolette Radio (Dual Band 7-800/UHF) with Desksets	DNUP	Extended DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
1	FVN5847A	MCD 5000 DESKSET SYSTEM CONFIG TOOL	\$250.00	\$250.00	15%	\$212.50	\$212.50
1	FKN8690A	CABLE - MCD 5000 RGU TO ASTRO CONSOLETT W9 DIRECT CONNECT	\$100.00	\$100.00	15%	\$85.00	\$85.00
4	FHN7469A	MCD 5000 DESKSET/RGU, POWER SUPPLY WITH USA POWER CORD	\$100.00	\$400.00	15%	\$85.00	\$340.00
Sub Total - Desk Sets				\$6,750.00			\$5,737.50
Net Total - Consolette & Desksets				\$16,126.00			\$12,627.34
Option: Add One (1) Additional Desk Set							
1	F2380A	MCD 5000 DESKSET	\$1,500.00	\$1,500.00	15%	\$1,275.00	\$1,275.00
1	FHN7469A	MCD 5000 DESKSET/RGU, POWER SUPPLY WITH USA POWER CORD	\$100.00	\$100.00	15%	\$85.00	\$85.00
Option Total - Add One (1) Deskset:				\$1,600.00			\$1,360.00

Table 1-41: APX 900 Model xx—Portable Radio Airport

Qty	Model Number	APX900 Model XX, 7/800 MHZ - Portable Radio Includes: Radio, Antenna, Battery, Belt Clip	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
10	H92UCF9P W6 N	APX 900 7/800 MHZ MODEL 2 PORTABLE	\$1,597.00	27%	\$1,165.81	\$11,658.10
10	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN	\$1,570.00	27%	\$1,146.10	\$11,461.00
10	INCLUDED	INTERNAL GPS ACTIVATION	NC	0%	NC	NC
10	INCLUDED	MISSION CRITICAL BLUETOOTH	NC	0%	NC	NC
10	INCLUDED	IV&D PACKET DATA	NC	0%	NC	NC
10	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	27%	\$73.00	\$730.00
10	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	\$90.00	0%	\$90.00	\$900.00
10	QA00580	TDMA OPERATION	\$450.00	27%	\$328.50	\$3,285.00
Sub Total (JO CO STD Package)			\$3,807.00		\$2,803.41	\$28,034.10



Qty	Model Number	APX900 Model XX, 7/800 MHZ - Portable Radio Includes: Radio, Antenna, Battery, Belt Clip	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
Accessories						
3	NNTN8128	IMPRES LIION BATTERY; 1900 MAH	\$102.00	27%	\$74.46	\$223.38
1	WPLN4219	MULTI-UNIT CHARGER W/6 DISPLAYS	\$715.00	27%	\$521.95	\$521.95
0	PMPN4174 A	SINGLE UNIT IMPRES DESK TOP CHARGER	\$69.25	27%	\$50.55	\$0.00
Sub Total - Accessories					\$646.96	\$745.33
Note: Accessories are at 27% discount when purchased with radio.						
- If purchased separately, only a 19% discount applies.						
- Pricing DOES NOT include programming services.						

**Table 1-42: APX 4500 Mobile Radio (Remote Mount)
Airport**

Qty	Model Number	APX4500 7/800 MHZ Mid Power Mobile - Remote III	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
4	M22URS9 PW1 N	APX4500 7/800	\$1,564.00	27%	\$1,141.72	\$4,566.88
4	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	\$1,570.00	27%	\$1,146.10	\$4,584.40
4	GA00804	ADD: APX O2 CONTROL HEAD (Grey)	\$492.00	27%	\$359.16	\$1,436.64
4	G444	ADD: APX CONTROL HEAD SOFTWARE	\$-	27%	\$0.00	\$0.00
4	G67	ADD: REMOTE MOUNT	\$29.00	27%	\$216.81	\$867.24
4	G174	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	27%	\$31.39	\$125.56
4	W22	ADD: PALM MICROPHONE	\$72.00	27%	\$52.56	\$210.24
4	G142	ADD: NO SPEAKER NEEDED	\$0.00	27%	\$0.00	\$0.00
4	G24	ADD: 3 YEAR SERVICE FROM THE START LITE	\$131.00	0%	\$131.00	\$524.00
4	INCLUDE D	INTERNAL GPS ACTIVATION	NC	0%	NC	NC

Qty	Model Number	APX4500 7/800 MHZ Mid Power Mobile - Remote III	DNUP	DISC	JO KS Contract Price	Extended JO KS Contract Price
4	INCLUDED	IV&D PACKET DATA	NC	0%	NC	NC
4	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	27%	\$73.00	\$292.00
4	GA00580	TDMA OPERATION	\$450.00	27%	\$328.50	\$1,314.00
4	QA03399	ENHANCED DATA		\$150.00	27%	\$109.50
Sub Total (JO CO STD Package)			\$4,869.00		\$3,589.74	\$14,358.96
Note: Pricing DOES NOT include programming or installation services.						

Notes:

- This radio is only available as a dash mount radio.
- This radio supports single key ADP encryption.
- This radio "does not" support AES or DES.



Exhibit C-3
Statement of Work

1.6 STATEMENT OF WORK

Motorola Solutions is proposing to Lee's Summit, Missouri the installation and configuration of the following equipment at the specified locations.

Table 1-43: Lee's Summit Equipment Installation/Configuration

Site Name	Major Equipment
RF Equipment	One 8 channel Simulcast Sub System with 4 RF subsites. With Microwave backhaul connectivity.
Dispatch	Police Department 8 MCC7500 console positions Fire Department 6 MCC7500 console position

The document delineates the general responsibilities between Motorola Solutions and Lee's Summit as agreed to by contract.

1.6.1 Overview

This Statement of Work (SOW) describes the deliverables to be furnished to Lee's Summit. The tasks described herein will be performed to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola Solutions and Customer during the project implementation.

This SOW was developed to meet Lee's Summit need for P25 radio system solution, which is further described in the System Description. This SOW provides the understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola Solutions has made assumptions regarding the project. Should any of the information change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Detailed Design Review (DDR), and any other change orders that may occur during the execution of the project.



1.6.2 Assumptions

Assumptions have been listed below for review. Should our assumptions be deemed incorrect or not agreeable to Lee's Summit, a revised proposal with the necessary changes and adjusted costs may be required:

- The existing Microwave equipment at 68th and Booth and Lee's Summit PD will be used for the connection into the MARRS radio system.
- There is bandwidth available for the Lee's Summit RF simulcast, PD Dispatch, and FD Dispatch back to North Patrol via 68th and Booth, and Woods Chapel MARRS Tower.
- There is an agreement for connectivity to thru the microwave system between Lee's Summit and KCMO, Independence and/or MARC for connection into the North Patrol system core.
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola Solutions' control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by the Customer and documented through the change order process.
- All work is to be performed during normal work hours, Monday through Friday.

1.6.3 Motorola Solutions Responsibilities

Motorola Solutions' general responsibilities include the following:

- Conduct project kickoff meeting with Lee's Summit to review project design and finalize requirements.
- Motorola Solutions will provide FCC coordination for microwave and RF based on 800MHz available spectrum to include coordination fees.
- Provide a Project Program Manager that is mutually agreed upon.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Create and discuss the proposed Cutover Plan and methods to document a detailed procedure.
 - Plan shall cover proposed cutover timeline.
 - Plan shall cover procedures, user group migration, and fall back plan.
 - The new equipment will be installed in parallel with the existing system.
- Schedule the implementation in agreement with Lee's Summit.
- Inventory the Motorola Solutions supplied equipment described in the system description and the equipment list.
- Perform the installation and programming of the Motorola Solutions supplied equipment described in the system description and the equipment list.
- Perform the installation of the Eventide Logging Equipment.
- Perform the installation of the microwave link backhaul connectivity. Verify microwave backhaul performance and reliability meet design specifications.
- Provide and test required system interconnections including the network connections from the operator positions to the equipment room.
- Connect the equipment to the Lee's Summit-supplied, previously identified circuits.
- Connect the appropriate equipment to Lee's Summit-supplied ground system in accordance with Motorola Solutions' R56 Site Installation Standards.

- Perform the console programming, based on the console templates jointly developed by Lee's Summit and Motorola Solutions.
- Perform subscriber programming and installation.
- Work with Lee's Summit and MARRS to develop the fleetmap for the Lee's Summit subscribers.
- Coordinate the activities of all Motorola Solutions subcontractors under this contract.
- Administer safe work procedures for installation.
- Define electrical requirements for equipment to be installed in the Customer-provided facilities.
- Define heat load for equipment to be installed in the Customer-provided facilities.
- Provide Lee's Summit with the appropriate system interconnect specifications.
- Test features and functionality to ensure they are in accordance with manufacturers' specifications.
- Integration into MARRS (Metropolitan Area Regional Radio System).
- Optimization and testing with customer to confirm operation using existing configurations.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Motorola Solutions has included the necessary site improvements to follow the R56 guidelines.
- Site/location upgrades or modifications are included in this project to follow R56 guidelines and for the installation of the equipment listed in the System Description.
- 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.
- Motorola Solutions has included licensing and permit fees required for project implementation.
- Motorola Solutions has included UPS/backup power for console, associated equipment and backhaul connectivity equipment.
- Motorola Solutions has included the necessary HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola Solutions-provided equipment) based upon Motorola Solutions' "Standards and Guidelines for Communication Sites" (R56). Ceiling (minimum 9 feet) and cable tray heights [minimum eight feet] in the equipment rooms in order to accommodate the equipment racks.
- Motorola Solutions has included the necessary upgrades to the existing sites grounding systems to meet Motorola Solutions' "Standards and Guidelines for Communication Sites" (R56) and supply a single point system ground, of five ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola Solutions-supplied equipment.
- If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.
- Document all issues that arise during testing.
- Document the results of the acceptance tests and present to Lee's Summit for review.
- Resolve any punchlist items before project completion.



1.6.4 Lee's Summit Responsibilities

Lee's Summit 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 Solutions. Lee's Summit's general responsibilities include the following:

- Assign a Project Manager, approved by the City as the single point of contact responsible for Customer signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible. Coordinate the activities of all Lee's Summit's vendors or other contractors.
- Attend and participate in project meetings and reviews.
- Provide ongoing communication, as applicable, with users regarding the project and schedule.
- Work with Motorola Solutions to develop and review the console template.
- Unit ID's for the operator positions.
- Provide desk space and console furniture, as needed for the console operator equipment at the Lee's Summit–provided facilities and the backroom equipment.
- Provide required documentation and information required for programming of the logging recorders prior to installation. This data will be captured in a standard electronic format using a template provided by Motorola Solutions. This will be used to define the specific logging track requirements and operational preferences.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits or other types of connectivity.
- Provide free and open access to all owned or leased sites of work. This includes but is not limited to, the following:
 - Provide escort at no charge, if escorts are required at any particular site. The availability of such escort shall not be unreasonably withheld.
 - Arrange site permission; provide keys to all the locks at sites and/or temporary identification cards should be issued to Motorola Solutions personnel if required for access to the sites.
 - Provide site access to all sites for Motorola Solutions personnel and Motorola Solutions' subcontractors for the purpose of installing, and optimizing Motorola Solutions provided equipment, and for testing of the equipment and system operation.
 - Provide any required parking permits to Motorola Solutions personnel for restricted access entry and/or parking.

1.6.5 Civil Work Statement of Work

1.6.5.1 Site Development at Woods Chapel Site

Woods Chapel WT–Install four new Welded tripod Mounts on the Water tower to support RF and MW loading. We will perform Interior modifications for RF and MW cabling.



Site Scope Summary

- Engineering services for site drawings and regulatory approvals–Included.
- Site acquisition services–Not included.
- Zoning Services–Not included.
- Existing tower to be used for antennas–205 ' Water Tank.

Motorola Solutions Responsibilities

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as–built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by propose construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Design multi antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

Provide one–time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola Solutions Solution’s control will result in additional costs.

Antenna and Transmission Line Installation

- Install four antennas for the RF system
- Supply and install four 6–foot side arms for antenna mounts
- Install two GPS antennas
- Install one tower top amplifier
- Install one 3–foot microwave dish
- Supply one 3–foot dish mount
- Install up to 200 linear feet of 3/8–inch transmission line
- Install up to 250 linear feet of 1/2–inch transmission line
- Install up to 500 linear feet of 7/8–inch transmission line
- Install up to 500 linear feet of 1–1/4–inch transmission line



- Perform sweep tests on transmission lines
- Perform alignment of microwave paths to ensure that the microwave dishes are optimally positioned
- Supply and install one ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition

Existing Facility Improvement Work

- Supply and install nine 20-amp breakers in the distribution panel and wire to outlets located on an average within 35 cable feet.
- Supply and install one 40-amp breakers in the distribution panel and wire to outlets located on an average within 35 cable feet.
- Supply and install one wall-mounted 10-pound CO2 fire extinguisher and one wall-mounted 20-pound ABC fire extinguisher.
- Supply and install "No smoking" EME signage at the site.
- Supply and install one eye wash station and one first aid kit.
- Supply one 2-ton air-conditioning unit with low ambient and compressor anti-cycle controls, return and supply grilles, integral 5kW resistance heat strips, and washable dust filters. (Due to the type of room internal to the water tower. A split system similar to a Mitsubishi Mr. Slim will probably be used. This will be determined after the DDR while evaluating the heat loads.)
- Install air-conditioning unit controls and wire to breaker panel located within 50 cable feet of the air-conditioning unit.

Miscellaneous Work

- Uni-strut cabling-3' attachment.
- Tripod mounting of proposed four antennas-Mount to support RF and MW loading Modify cable port on tank for cable run.
- Crane and Man basket-3 days on site.
- Tank top antenna install.
- Tank top doghouse Modification.

1.6.5.2 Site Development at Ranson Road Site

Ranson Road Water Tank-Install new mounts on the Water tower to support RF loading. Interior modifications for cabling and scaffolding to install the cabling.

Site Scope Summary

- Engineering services for site drawings and regulatory approvals-Included.
- Site acquisition services-Not included.
- Zoning Services-Not included.
- Existing tower to be used for antennas-205' Water Tank.

Motorola Solutions Responsibilities

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by propose construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Design multi antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of our control will result in additional costs.

Antenna and Transmission Line Installation

- Install four antennas for the RF system
- Supply and install four 6-foot side arms for antenna mounts
- Install two GPS antennas
- Install one tower top amplifier
- Install up to 250 linear feet of 1/2-inch transmission line
- Install up to 500 linear feet of 7/8-inch transmission line
- Install up to 500 linear feet of 1-1/4-inch transmission line
- Perform sweep tests on transmission lines
- Perform alignment of each microwave path to ensure that the microwave dishes are optimally positioned
- Supply and install one ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition

Existing Facility Improvement Work

- Supply and install nine 20-amp breakers in the distribution panel and wire to outlets located on an average within 35 cable feet.
- Supply and install one 40-amp breaker in the distribution panel and wire to outlets located on an average within 35 cable feet.



Miscellaneous Work

- Uni-strut cabling–3 ' attachment.
- Certified scaffold plan and scaffold install for in-tank transmission line run.
- Crane and Man basket–3 days on site.
- Tank top antenna install.
- Tank top doghouse Modification.

1.6.5.3 Site Development at Scherer Site

Scherer Water tank–Install new 12x10 BOSS Shelter, similar to a MAB, on second floor internal to water tower. Generator will be installed outside in fence compound. Install new mounts on the Water tower to support RF and MW loading. Motorola Solutions will perform Interior modifications for cabling, and scaffolding to install the cabling.

Site Scope Summary

- Engineering services for site drawings and regulatory approvals–Included.
- Site acquisition services–Not included.
- Zoning Services–Not included. Motorola Solutions will be providing a prefabricated building inside the existing compound fence. No zoning hearings are expected. Motorola Solutions will provide needed support for the city.
- New fenced compound/expansion size approx–20-foot x 34-foot. Fence will be around generator, wood fence will house generator and propane.
- New power run–150 feet, Electrical service type–Underground, 200-amp–120/240-volt, single-phase.
- New shelter size–12-foot x 10-foot BOSS Shelter designed to be assembled on-site
- New fuel tank size–500 gallons–, Type–Propane above-ground.
- New generator size–35 kW, Type–Outdoor.
- Existing tower to be used for antennas–205 ' Water Tank.

Motorola Solutions Responsibilities

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by propose construction.

- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Design multi antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola Solutions Solution's control will result in additional costs.
- Supply and install gravel surfacing to a depth of 6 inches, including herbicide treatment and geo-textile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 1040 square feet).
- Provide silt fence around the compound to control soil erosion (not to exceed 108 linear feet).
- Supply and install wood fence around generator and propane tank.
- Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Construct one concrete slab for 500 gallon above-ground Liquid Propane (LP) fuel tank at 3000 psi with reinforcing steel necessary for foundations.
- Construct one foundation for the 35 kW generator with reinforcing steel necessary for foundations. Assumes Kohler LP vapor Outdoor unit.
- Supply and install one prefabricated BOSS shelter 12-foot x 10-foot on second floor of water tank.
- Supply and install one 500-gallon Liquid Propane (LP) fuel tank, fill it with fuel and connect it to the generator.
- Supply and install fuel tank monitors on the tanks to monitor low fuel in tanks and run alarm wiring to the building located within 50 feet of the tank.
- Conduct one three-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Lee's Summit, MO. Assumes 5 ohms can be achieved, no additional grounding enhancement materials have been proposed.

Antenna and Transmission Line Installation

- Install four antennas for the RF system.
- Supply and install four 6-foot side arms for antenna mounts.
- Install two GPS antennas.
- Install one tower top amplifier.
- Install one 3-foot microwave dish.
- Supply one 3-foot dish mount.
- Install 200 linear feet of 3/8-inch transmission line.
- Install up to 250 linear feet of 1/2-inch transmission line.
- Install up to 500 linear feet of 7/8-inch transmission line.



- Install up to 500 linear feet of 1–1/4–inch transmission line.
- Perform sweep tests on transmission lines.
- Perform alignment of microwave path to ensure that the microwave dishes are optimally positioned.
- Supply and install three ground buss bars at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Miscellaneous Work

- Uni–strut cabling–3' attachment
- Certified scaffold plan and scaffold install for in tank transmission line run
- Crane and Man basket–3 days on site
- Tank top antenna install
- Base of tank penetration and sleeve (three conduits)
- Tank top doghouse modification
- Upgrade fencing to match existing Black plastic coated on site today

1.6.5.4 Site Development at Clearwire Site

New Shelter in the existing American tower compound.

Site Scope Summary

- Engineering services for site drawings and regulatory approvals–Included.
- Site acquisition services–Not included.
- Zoning Services–Not included.
- New power run–50 feet, Electrical service type–Underground, 200–amp–120/240–volt, single–phase.
- New shelter size–12–foot x 10–foot. MSB concrete shelter.
- New fuel tank size–500 gallons–, Type–Propane above–ground.
- New Kohler generator size–40 kW, Type–Outdoor.

Motorola Solutions Responsibilities

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one–time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of our control will result in additional costs.
- Supply and install gravel surfacing to a depth of 6 inches, including herbicide treatment and geo–textile fabric installation within the fenced in site compound area, and a 3–foot path around it (not to exceed 440 square feet).

Site Components Installation

- Construct one reinforced concrete foundation necessary for a 12–foot x 10–foot shelter.
- Construct one concrete slab for 500 gallon above–ground Liquid Propane (LP) fuel tank at 3000 psi with reinforcing steel necessary for foundations.
- Construct one foundation for the 35 kW generator with reinforcing steel necessary for foundations. Assumes Kohler LP vapor Outdoor unit.
- Supply and install one prefabricated concrete shelter 12–foot x 10–foot.



- Supply and install one 500–gallon Liquid Propane (LP) fuel tank, fill it with fuel and connect it to the generator.
- Supply and install fuel tank monitors on the tanks to monitor low fuel in tanks and run alarm wiring to the building located within 50 feet of the tank.
- Supply and install one 120/240–volt, 200–amp, single–phase meter pedestal and hookup for electrical service by the local utility.
- Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 50 cable feet of the shelter.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola Solutions R56 standards.
- Conduct one three–point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Lee's Summit, MO. Assumes 5 ohms can be achieved, no additional grounding enhancement materials have been proposed.
- Motorola will configure a separate port on the 7705 routers at the Clearwire site and dispatch to route the IP camera traffic from Clearwire to the Lee's Summit camera management system.

Antenna and Transmission Line Installation

- Install four antennas for the RF system
- Install two GPS antennas
- Install one tower top amplifier
- Install two 3–foot microwave dishes
- Install 440 linear feet of 3/8–inch transmission line
- Install up to 450 linear feet of 1/2–inch transmission line
- Install up to 900 linear feet of 7/8–inch transmission line
- Install up to 860 linear feet of 1–1/4–inch transmission line
- Perform sweep tests on transmission lines
- Perform alignment of each of two microwave paths to ensure that the microwave dishes are optimally positioned

Existing Facility Improvement Work

Supply and install one 40–amp breakers in the distribution panel and wire to outlets located on an average within 35 cable feet.

1.6.5.5 Site Development at Lee's Summit PD Site

Motorola Solutions to provide MW connectivity to the county system.

Site Scope Summary

- Engineering services for site drawings and regulatory approvals–Included.
- Site acquisition services–Not included.
- Zoning Services–Not included.
- Existing tower to be used for antennas–200 ' self supported Tower.



Motorola Solutions Responsibilities

Site Engineering

- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Lee's Summit, MO.

NOTE: This task does not include mapping, structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.

- Provide tower climbing and tower mapping services for towers up to 350 feet to collect information about structural members and existing equipment.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of our control will result in additional costs.

Antenna and Transmission Line Installation

- Install one 3-foot microwave dishes.
- Supply one 3-foot dish mount.
- Install 200 linear feet of 3/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Perform alignment of microwave path to ensure that the microwave dishes are optimally positioned.

Existing Facility Improvement Work

- Supply and install one 40-amp breakers in the distribution panel and wire to outlets located on an average within 35 cable feet.
- Motorola Solutions has included UPS/backup power for console, associated equipment and backhaul connectivity equipment.
- Motorola Solutions has included the necessary, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola Solutions-provided equipment) based upon Motorola Solutions' "Standards and Guidelines for Communication Sites" (R56). Ceiling (minimum 9 feet) and cable tray heights [minimum eight feet] in the equipment rooms in order to accommodate the equipment racks.



1.6.5.6 Site Development at Lee's Summit FD Site

Motorola Solutions to provide MW connectivity to the county system.

Site Scope Summary

- Engineering services for site drawings and regulatory approvals–Included
- Site acquisition services–Not included
- Zoning Services–Not included
- Existing PTP connectivity to be used for dispatch site links to core

Motorola Solutions Responsibilities

Site Engineering

- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Lee's Summit, MO.

NOTE: This task does not include mapping, structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.

- Provide tower climbing and tower mapping services for towers up to 350 feet to collect information about structural members and existing equipment.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola Solutions Solution's control will result in additional costs.



Existing Facility Improvement Work

- Supply and install one 40-amp breaker in the distribution panel and wire to outlets located on an average within 35 cable feet.
- Motorola Solutions has included UPS/backup power for console, associated equipment and backhaul connectivity equipment.
- Motorola Solutions has included the necessary grounding, lighting, cable routing, and surge protection (also, among existing and Motorola Solutions-provided equipment) based upon Motorola Solutions' "Standards and Guidelines for Communication Sites" (R56). Ceiling (minimum 9 feet) and cable tray heights [minimum eight feet] in the equipment rooms in order to accommodate the equipment racks.

1.6.5.7 Customer Responsibilities

- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.
- Provide upgrade to existing HVAC and space in room for new equipment.
- Pay for all utility connection, pole or line extensions, and any easement or usage fees.
- Review and approve site design drawings within 7 calendar days of submission by Motorola Solutions or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- Pay for the usage costs of power, leased lines and generator fueling both during the construction/installation effort and on an on-going basis.
- Pay for application fees, taxes and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola Solutions.
- Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola Solutions for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola Solutions to conduct field investigations.
- Maintain existing access road in order to provide clear and stable entry to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.
- Provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola Solutions to conduct a structural analysis for new equipment proposed.
- Provide support facilities and space for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room.
- Pay for any upgrade of the antenna support structure necessary to accommodate the new antennas.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads. Load study may be required for non new shelter sites.
- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.



Assumptions

- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel electrical, Telco] will be borne by the Customer or site owner.
- All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room.
- Site will have adequate electrical service for the new shelter and tower. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal.
- No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola Solutions will seek excusable delays rather than risk job site safety.
- Existing facility has a grounding system with a ground resistance of 10 ohms or less.
- Existing antenna support structures are structurally capable of supporting the new antenna, cables and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind and twist and sway requirements. Motorola Solutions has not included any cost for structural or foundation upgrades to the antenna support structure.
- Extensive documentation (balloon tests, photo simulations, expert testimony etc.) to support zoning effort for existing structures is not required.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis Motorola Solutions has included in the project time to plan alarm configuration so that it is consistent among the sites.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola Solutions Solution's R56 standards.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.



1.6.5.8 Civil Work Completion Criteria for All Sites

- Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any customer/Motorola Solutions approved changes) and approved by Lee's Summit, MO:
 - This shall be confirmed by contractor and reviewed with Motorola Solutions construction manager and project manager before inspections occur.
- Motorola Solutions site development checklist shall be completed and signed off by contractor prior to customer inspection. (Review with project team and customer and amend checklist as required at project kick off or before work begins).
- Site turn-over package completed and turned over to Motorola Solutions (As defined and agreed to with project team and customer).
- All punch list and deficiencies shall be completed prior to customer and Motorola Solutions inspections.

1.6.6 Project Schedule

A final project schedule will be developed based upon mutual agreement between Motorola Solutions and Lee's Summit at the Design Review. The dates for the installation and activation are highly dependent on the actual completion dates of tasks associated with R56 upgrades, installation, cabling and providing unobstructed cable routes. The specific and detailed scheduled will be determined during the Design Review.

1.6.7 Acceptance Test Plan

System Acceptance of the proposed dispatch consoles and associated equipment will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the function of all installed equipment to verify operation. Typical trunking features, such as Talkgroup Call and Patch Call, will be tested, as well as applicable failure scenarios for the dispatch equipment. The detailed FATP will be developed and finalized during the Design Review, as discussed in the Statement of Work.

1.6.8 Training Plan

1.6.8.1 Perform Training

Motorola Solutions Responsibilities

Finalize training schedules with Lee's Summit.

Provide remaining training as defined in the Training Plan.



Console Supervisor Training Plan

Table 1-44: Console Supervisor Training Course

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
MCC 7500 Console Operator, Admin 4 Training Consoles (Instructor-led)	Dispatch Supervisors	1 session	8 Hours	Lee's Summit Provided Classroom	Prior to cutover	Up to 8
MCC 7500 Operator Course Synopsis This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.						
MCC 7500 Admin Course Synopsis This course provides participants with the knowledge and skills to manage and utilize the MCC 7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens.						

Console Operator Training Plan

Table 1-45: Console Operator Training Courses

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
MCC 7500 Console Operator 4 Training consoles (Instructor-led)	Dispatch Operators	6 Sessions	4 Hous Per Session	Lee's Summit Provided Classroom	Prior to cutover	Up to 42
Operator Course Synopsis This course provides participants with an introduction to the dispatch console, its basic operation, and tailored job aids that will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation. Trainers will also be taught how to use the tailored training aids to train staff.						

Radio User Train-the-Trainer Plan

Table 1-46: Radio User Train-the-Trainer Course

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
APX Portable and APX Mobile User Training Train-the-Trainer (Instructor-led)	Trainers	1 (8-hour sessions)	1 day	Lee's Summit Provided Classroom	Prior to training users	Up to 15
<p>Course Synopsis</p> <p>This course provides APX radio trainers with an introduction to their radio, its basic operation and tailored job aids available for assistance in operation. The learning experience is a mix of facilitation and hands-on activities to help users perform common tasks associated with their radio operation. Segmentation between user groups (i.e., Police, Fire/EMS, and Public Service) is encouraged to help focus instruction on the specific operational issues of the individual user group. This course is geared for customers who have an experienced dedicated training staff in their organization. It provides identified training personnel with the knowledge and practice applying training techniques that will enable them to successfully train their students. They will become proficient in discussing common tasks associated with the operation of the customer's radios.</p>						

Lee's Summit Responsibilities

- Provide adequately sized training room(s).
- Coordinate required student attendance at the scheduled class and time.

Completion Criteria

- All training classes completed.

1.6.8.2 Training Complete

- All training classes completed.
- Motorola Solutions and Lee's Summit memorialize the event by signing and dating a Training Completion milestone certificate.



Exhibit C-4

Acceptance Test Plan

1.7 COVERAGE ACCEPTANCE TESTING

1.7.1 Coverage Acceptance Test Plan (CATP) Overview

800 MHz P25 TDMA Trunked Simulcast

This Coverage Acceptance Test Plan (CATP) is designed to verify that the 800MHz Project 25 simulcast voice radio system provides 97% talk-in and talk-out Service Area Reliability (SAR) at a Delivered Audio Quality (DAQ) level equal to 3.4 or better to a portable radio equipped as follows:

- Portable radio in a swivel case worn at the HIP for both transmit and receive, $\frac{1}{4}$ wavelength antenna at 1 meter AGL in the city area of Lee's Summit.

Coverage Acceptance shall be dependent on successfully passing the Lee's Summit city limits further defined in Table 1-48.

The Service Area shall be defined as the political boundary of Lee's Summit, MO. The service area is defined for land only.

The CATP defines the coverage testing method and procedure, the coverage acceptance criterion, the test documentation, and the responsibilities of both Motorola Solutions and Lee's Summit, MO.

Coverage Acceptance Testing is based upon a coverage prediction that accurately represents the implemented infrastructure and parameters that are consistent with the contract agreements.

Subsequent sections define the coverage acceptance test configuration and test criteria.

4-Site Solution (Scherer Road Water Tower, Clearwire, Ranson Road Water Tower, and Wood's Chapel Water Tower)

This Coverage Acceptance Test Plan (CATP) is designed to verify that the 800MHz Project 25 simulcast voice radio system provides 97% talk-in and talk-out Service Area Reliability (SAR) at a Delivered Audio Quality (DAQ) level equal to 3.4 or better to a portable radio equipped as follows:

- Portable radio in a swivel case worn at the HIP for both transmit and receive, $\frac{1}{4}$ wavelength antenna at 1 meter AGL in the city limits of Lee's Summit.

1.7.1.1 CATP Definitions

Several definitions are needed to accurately describe the coverage acceptance test method and criteria. Where cited, these terms or methods are defined in TIA TSB 88.1-D or TSB-88.3-D.

1.7.1.2 Defined Test Area

The defined test area is the geographical area in which communications will be provided that meet or exceed the specified Channel Performance Criterion (CPC) at the specified reliability for the specified equipment configuration. The defined test areas for Lee's Summit will be:

Service Area defined as the political boundary of the city of Lee's Summit.

1. The service area is defined for land only.

For coverage testing, the defined test area will be divided into a grid pattern by Motorola Solutions to produce at least the number of uniformly sized test locations (or tiles) required by the Estimate of Proportions formula. The minimum number of test tiles required varies, from a hundred to many thousands, depending on the size of the defined test area, desired confidence in results, type of coverage test, and the predicted versus required reliability.

For the CATP for Lee's Summit, MO the grid size will be set to 0.10 miles x 0.10 miles. This results in approximately 3819 test tiles within the defined service area to be used.

1.7.1.3 Channel Performance Criterion (CPC)

The CPC is the specified minimum design performance level in a faded channel. For the digital P25 system and analog conventional system, the CPC is a Delivered Audio Quality (DAQ) equal to 3.4. The DAQ definitions are provided in Table 1-47.

Table 1-47: DAQ Definitions

DAQ	Subjective Performance Description
1	Unusable, speech present but unreadable.
2	Understandable with considerable effort. Frequent repetition due to noise/distortion.
3	Speech understandable with slight effort. Occasional repetition required due to noise/distortion.
3.4	Speech understandable with repetition only rarely required. Some noise/distortion.
4	Speech easily understood. Occasional noise/distortion.
4.5	Speech easily understood. Infrequent noise/distortion.
5	Speech easily understood.

The CPC pass/fail criterion is the faded performance threshold, plus any adjustments for antenna performance, external noise, and in-building or in-vehicle losses. {TSB-88.1-D, §5.4.2, Figure 5} The faded performance threshold for the specified CPC is determined using the receiver's static reference sensitivity adjusted by the projected CPC parameters for the applicable Modulation Type and DAQ as listed in the current version of TSB-88.1, Annex A, Table A-1.

1.7.1.4 Reliability

The Service Area reliability is the percentage of locations within the defined test areas that are predicted to meet or exceed the specified CPC. The Motorola Solutions map(s) indicate the Service Area(s) within which each system is predicted to provide at least the reliability of meeting or exceeding the CPC as stated in Table 1-48.

After all accessible tiles in the defined test area have been tested, the Service Area reliability will be determined by dividing the number of tiles tested that meet or exceed the CPC pass/fail criterion by the total number of tiles tested for each system. {TSB-88.3-D, §5.1, equation 1}

1.7.1.5 Direction(s) of Test

Coverage acceptance testing will be performed for both inbound and outbound direction to a test receiver in a vehicle. Talk-out is the path from the fixed equipment outward to the portable radios. Talk-in is the path from the portable radios inward to the fixed equipment. Talk-out and Talk-in will be tested independently, and both are required to pass the test.

1.7.1.6 Equipment Configurations

This section defines the equipment configurations and infrastructure design parameters upon which the coverage guarantee and the coverage acceptance test are based. The subscriber equipment configurations are defined in Table 1-48, and include user equipment, outdoor/in-building definition, defined test area, number of test tiles, reliability, and CPC.

The infrastructure design parameters are defined in Table 1-49 and include site names, site locations, and antenna system parameters. If the implemented system equipment configuration and/or infrastructure design parameters vary from these configurations and/or parameters, a revised coverage map will be used to define the test configuration and potential areas from which test tiles will be included in the revised coverage acceptance test.

Coverage testing will be conducted with equipment installed per the configurations in Table 1-48.

Prior to the start of the CATP, Motorola Solutions shall provide a calibrated service monitor that Lee's Summit and Motorola Solutions will use to establish that the test radio(s) is (are) reporting accurate data regarding the received signal strength of the system for the informational only measurements, and the voice subjective test radios are properly aligned.

Table 1-48: Lee's Summit, MO Coverage Acceptance Test Summary

User Equipment	Outdoor/In-Building	Service Area	Number of Test Tiles	Reliability	CPC	CPC Pass/Fail
800 MHz APX Portable with quarter-wave antenna in Swivel Case with Remote Speaker Microphone for Transmit and Receive	In 20dB Building Loss b/w I470/US50/US291, 16dB remaining areas in service area	City limits of Lee's Summit, Unity Village, MO	~3819 (0.10 x 0.10 mile test tiles)	97%	DAQ-3.4	Subjective DAQ Inbound and Outbound



Table 1-49: Lee's Summit, MO Infrastructure Design Parameters

Site Name	Latitude	Longitude	Transmit Antenna System			Receive Antenna System		
			Mount Height	Antenna Model	TX ERP (dBm)	Mount Height	Antenna Model	Effective Faded Sensitivity (dBm)
Lee's Summit 800MHz P25 Simulcast								
Scherer Road	38-53-27.27 N	94-25-12.5 W	200 ft	Sinclair-SC412-HF2LDF	54.42	200 ft	Sinclair-SC412-HF2LDF	-126.57
Clearwire	38-56-1.2 N	94-25-2.0 W	320 ft	Sinclair-SC412-HF2LDF	56.40	400 ft	Sinclair-SC412-HF2LDF	-126.21
Ranson Road	38-53-43.7 N	94-20-23.7 W	200 ft	Sinclair-SC412-HF2LDF	54.42	200 ft	Sinclair-SC412-HF2LDF	-126.57
Wood's Chapel	38-59-6.36 N	94-21-3.66 W	200 ft	Sinclair-SC412-HF2LDF	54.92	200 ft	Sinclair-SC412-HF2LDF	-126.57

1.7.1.7 CPC Pass/Fail Criterion for a Test Tile

A Pass/Fail determination shall be made and recorded separately for the inbound and outbound call at each test location. In each call direction, the test call shall be deemed to Pass if it meets or exceeds the Lee's Summit requirement for DAQ 3.4 voice quality in the majority opinion of evaluation team, otherwise it shall be deemed to Fail. The test location results shall apply to the entire grid cell in which it is located.

1.7.1.8 Required Number of Test Tiles in the Defined Test Area

The method used to test coverage is a statistical sampling of the defined test area to verify that the CPC is met or exceeded at the required reliability for each of the defined equipment configurations. It is impossible to verify every point within a defined test area, because there are infinite points; therefore, coverage reliability will be verified by sampling a statistically significant number of randomly selected locations, quasi-uniformly distributed throughout the defined test area. There is one test sample per test tile.

Coverage acceptance testing will be performed in the defined test area as indicated on Motorola Solutions-provided maps. To verify that the reliability requirement is met, the defined test area indicated on our maps will be divided into uniformly sized test tiles, with at least the number of test tiles indicated in Table 1-48. The number of test tiles indicated in Table 1-48 is at least the minimum required by the Estimate of Proportions formula.

Per TSB-88 the stated minimum outdoor tile size is 100 by 100 wavelengths; however, the minimum practical test tile size is typically about 400 by 400 meters (about 0.25 by 0.25 miles). The minimum practical tile size for any informational only sampling for a system is determined by the distance traveled at the speed of the test vehicle while sampling, GPS error margin, and availability of road access within very small test tiles. A related consideration is the time, resources, and cost involved in testing very large numbers of very small tiles. For a given defined test area, all test tiles must be of equal size. The maximum test tile size is 2 by 2 km (1.24 by 1.24 miles) {TSB-88}. In some wide-area systems, this constraint on maximum tile size may dictate a greater number of test tiles than the minimum number required by the Estimate of Proportions formula.

For the CATP for Lee's Summit, MO the total number of test grids will be approximately 3819 to be used for 800 MHz voice coverage testing which shall result in each grid being 0.10 mile x 0.10 mile as defined in Table 1-48.

No acceptance testing will be performed in locations outside the defined test area as indicated on the Motorola Solutions-provided maps. Motorola Solutions and Lee's Summit, MO may agree to perform "information only" tests in locations outside the defined test area; however, these "information only" test results will not be used for coverage acceptance. Any "information only" test locations must be defined before starting the test. If the added locations require significant additional time and resources to test, a change order will be required and Motorola Solutions may charge Lee's Summit, MO on a time-and-materials basis.

1.7.1.9 Test Location in Each Tile

The intension for the Subjective testing is to travel to the near center of each grid to perform all Subjective Tests, within reason.

Using Voyager, the actual test location within each test tile will be randomly selected by the test vehicle crossing into the tile at an arbitrary point, with an arbitrary speed and direction. If the selected test location is in a shielded area such as a tunnel or underground parking garage, the data from that test location must be eliminated from the report.

1.7.1.10 CPC Measurements in Each Tile

In each test tile, a 800MHz voice test exchange will be initiated using predetermined text typical of a common voice exchange between the fixed location and the portable location. The person conducting the test at the portable will be moving at a typical speed for the surrounding conditions.

In each test tile after 800MHz subjective test is completed using predetermined text typical of a common voice exchange between the fixed location and the portable location. The person conducting the test at the portable will be moving at a typical speed for the surrounding conditions.

1.7.1.11 Responsibilities and Preparation

This section identifies the responsibilities of Lee's Summit, MO and Motorola Solutions regarding requirements for equipment, personnel, and time during the coverage test.

Lee's Summit, MO will provide the following for the duration of the coverage test:

- Three team(s) each with two or more representatives designated by Lee's Summit, MO per team to evaluate and record the pass/fail result of each subjective audio transmission. Two teams will be in the field, and one team be stationed at the console. The required quantity of test participants shall be available a minimum of eight hours a day.
- Facility with one console for the fixed end subjective audio test.

Motorola Solutions will provide the following for the duration of the coverage test:

- Provide at least eight 800MHz APX radios, all equipped with remote speaker microphones and spare battery and chargers for the subjective tests.
- A minimum of two test vehicle(s) that is representative of the vehicles to be installed with radios, and will provide the driver(s).
- Three team(s) each with one fewer Motorola Solutions representative per team than those designated by Lee's Summit to navigate and to operate Voyager, operate the portable radio, and to evaluate and record the pass/fail result of each subjective audio transmission.
- One or more Motorola Solutions representatives to operate the fixed equipment, and to evaluate and record the pass/fail result of each subjective audio transmission.
- At least two Motorola Solutions Voyager coverage testing kits.

Before starting the test, Lee's Summit, MO and Motorola Solutions will agree upon the time frame for our submission of a report containing the coverage test results.

1.7.1.12 CATP Procedures

Subjective Delivered Audio Quality (DAQ) Testing (800 MHz)

The following procedure for subjective DAQ testing outdoors:

- A subjective listening test will be performed for coverage acceptance testing, to verify talk-out and talk-in DAQ performance of the system.
- Talk-out and talk-in will both be required to pass for a test tile to pass.
- A fixed dispatch location will be established. Prior to testing, Lee's Summit, MO and Motorola Solutions will agree upon a procedure to allow each audio transmission to be evaluated for approximately five seconds.
- The test participants will be divided into teams, each consisting of personnel from both Lee's Summit, MO and Motorola Solutions. Each team will have members that operate a portable radio in the field, and members that are stationed at the fixed dispatch location.
- To perform a statistically valid subjective DAQ test, a large group of people is required to ensure high confidence in the results. However, obtaining a large group of people for a subjective listening test is usually impractical; therefore, several (three to seven) people must be used at both the field and fixed dispatch locations. Since a group this small cannot provide statistically significant results, it is very important that the personnel participating in the subjective test be familiar with the sound of radio conversations. Before subjectively testing, all personnel who will evaluate audio quality must be "calibrated" by listening to examples of audio that pass and fail the subjective DAQ test.
- As the field test team(s) drive through the coverage area, test locations within each tile will be as close to the center of the grid as reasonably possible, the use of Voyager's GPS location indication shall assist in determining the official test location. Voyager will be used to log the talk-in and talk-out pass/fail result as well as any pertinent notes for the location.

- At each test location, a voice test exchange will be initiated using predetermined text typical of a common voice exchange between the fixed location and the portable location. The team conducting the test at the portable location will initiate the test call. Since DAQ-3.4 is defined as "Speech understandable with repetition only rarely required-Some Noise and Distortion"; if the initial test call is unsuccessful, the team will be allowed to move one time within a 5 ft x 5 ft square area to optimize signal performance. Retries shall be no more than 5% of the total test points, and will be annotated on the grading template.
- At each test location, each team member will listen to the audio transmissions, and will record his or her subjective pass/fail evaluation of the DAQ for the tile. Subjective pass/fail evaluation will be based on the DAQ descriptions in Table 1-47.
- The determination of whether each test passes or fails the required DAQ value will be the majority vote of all team members' pass/fail subjective evaluations for that location. An odd number of team members are suggested to avoid ties for the pass/fail majority vote.
- Team members stationed at the control point will evaluate the digital trunked simulcast talk-back audio quality of the transmissions from the test field unit(s) in the corresponding location. At each test location, the talk-out test transmission will be performed at the same location as the talk-back test transmission.

1.7.1.13 Mandatory Buildings DAQ Test

The CATP includes two-way DAQ voice testing in specified mandatory buildings. Voice testing within the buildings will be performed and scored per TIATSB-88-D methods and criteria. The following methodology will be utilized for testing of Mandatory Buildings. DAQ scoring for a given building will be performed by a Dispatch Team and Field Team. Buildings will be tested according to the loss values listed in the critical buildings list in this document. Any buildings measured above the building loss listed for that building will still be scored by the test team for informational and training information, but will be excluded from the test calculation.

Dispatch Team

The Dispatch Team will be located at a dispatch console position.

- Dispatcher: Lee's Summit representative who will perform outbound voice dispatch function and DAQ scoring.
- Motorola Solutions Monitor: Motorola Solutions representative will perform DAQ scoring.
- Lee's Summit Monitor: Lee's Summit representative. Performs DAQ scoring.

Field Team

The Field Team will conduct the in-building portable radio tests using a typical field radio worn at hip level. The field team will be staffed as follows:

- Radio Operator: Lee's Summit representative with radio training. Performs inbound voice test function and DAQ scoring.
- Motorola Solutions Monitor: Motorola Solutions representative. Performs DAQ scoring.
- Lee's Summit Monitor: Lee's Summit representative. Performs DAQ scoring.



Each member of the Dispatch Team will record a DAQ score for each field radio transmission (i.e. test point). The Dispatch Operator will also record a consensus score for the filed transmission based upon majority vote of the team members. Each member of the Field Team will record a DAQ score for each dispatch transmission. The Radio Operator will also record a consensus score for the dispatch transmission based upon majority vote of the team members. The consensus score will be utilized as the official score for that test point.

For all the mandatory buildings listed, the test will include a minimum of five test points on the lowest floor above ground level. Test points will include the four corners and the center of the floor. If all five two-way test points are scored at DAQ 3.4 or higher, the building will be declared as DAQ 3.4 compliant. If one or more of the two-way test points are scored below DAQ 3.4, additional testing will be performed.

Additional test points, if needed, will be evenly distributed throughout the lowest above ground floor, with no more than 100-foot spacing between test points. The additional tests shall include a minimum of 20 evenly-distributed test points. If 95% or more of the two-way test points are scored at DAQ 3.4 or higher, the building will be declared as DAQ 3.4 compliant. If less than 95% of the points are scored at DAQ 3.4 or higher, the tests will be repeated on the second floor above ground level with the same number and spacing of test points. If 95% of the total two-way test points (first and second floors combined) score at DAQ 3.4 or higher, the building shall be declared as DAQ 3.4 compliant. Otherwise, the building shall be declared as non-compliant.

BusinessName	StNo	StDir	StName	StSfx	LocType
Strasbourg Apartments	3	NW	O'Brien	Rd	Apartment
Sage Crossing Apartments	600	NE	Howard	Ave	Apartment
Summit Ridge Apartments	701	NE	Tudor	Rd	Apartment
The Lodge Apartments	600	SE	M-291	Hwy	Apartment
Pheasant Run Apartments	1102	NE	Independence	Ave	Apartment
New Longview Apartments	460	SW	Longview	Blvd	Apartment
The Fairways	3460	NE	Akin	Blvd	Apartment
Summit Point Apartments	504	NW	Chipman	Rd	Apartment
Summit Grove Senior Apartments	750	NE	Tudor	Rd	Apartment
Ashbrooke Apartments	524	SE	2nd	St	Apartment
The Charles Apartments	416	SE	3rd	St	Apartment
Crossroads of Town Centre Apartments	2200	NE	Town Centre	Blvd	Apartment
Summit Oak Apartments	812	SW	Mill	St	Apartment
Somerset Villa Apartments	133	SW	McClendon	Dr	Apartment
John Knox Village	400	NW	Murray	Rd	Apartment
Manor Homes of Arborwalk	1318	SW	Manor Lake	Dr	Apartment
Maple Estates (Formerly Country Meadows)	701	NE	Ridgeview	Dr	Apartment
Park Lane Apartments	817	NW	Park	Ln	Apartment
The Oaks Apartments	1403	SW	3rd	St	Apartment
John Calvin Manor Apartments	310	NW	Murray	Rd	Apartment
Robin Hills Apartments	607	SW	2nd	St	Apartment
Summit East Plaza Apartments	217	NE	Independence	Ave	Apartment
The Residences At New Longview Apartment	3301	SW	Kessler	Dr	Apartment
A. Zerega's Sons, Inc	200	NW	Victoria	Dr	Commercial/Office Building
Buckley Powder Co (Greenwood)	1109		2nd S	Ave	Commercial/Office Building
Family Golf Park	1501	E	US 40	Hwy	Commercial/Office Building
Frontier Justice	800	NE	Jones Industrial	Dr	Commercial/Office Building
Lafarge	600	SW	Jefferson	St	Commercial/Office Building
Mr. LongArm Inc (Greenwood)	400		Walnut	St	Commercial/Office Building
Summit Technology Campus	777	NW	Blue	Prky	Commercial/Office Building
Tingle	2615	NE	Hagan	Rd	Commercial/Office Building
Toys R Us	420	SE	Thompson	Dr	Commercial/Office Building
Space Center	5351	NW	Lees Summit	Rd	Commercial/Office Building
John Knox Pavilion	520	NW	Murray	Rd	Commercial/Office Building
Pavestone	601	NE	Pavestone	Dr	Commercial/Office Building
Polytainers	1400	NE	Douglas	St	Commercial/Office Building
Ralph Powell businesses from Strother to Woods Chapel	X	X	X	X	Commercial/Office Building
Summit Woods Shopping Center	1790	NW	Chipman	Rd	Department/Discount Store
Summit Fair Shopping Center	840	NW	Blue	Prky	Department/Discount Store
Wal-Mart (North)	1000	NE	Sam Walton	Ln	Department/Discount Store
Wal-Mart (South)	3410	SW	Market	St	Department/Discount Store
Home Depot	651	SE	Oldham	Pkwy	Department/Discount Store
Lee's Summit - City Hall	220	SE	Green	St	Government/Public Building
Lee's Summit - Fleet Division	1971	SE	Hamblen	Rd	Government/Public Building
Lee's Summit - Water Dept	1399	SW	Ward	Rd	Government/Public Building
Lee's Summit - Water Utilities	616	NE	Douglas	St	Government/Public Building
Harris Park Community Center	110	SW	Blue	Pkwy	Government/Public Building
Jackson County Parks & Recreation Dept	3310	NE	Rennau	Dr	Government/Public Building
Lee's Summit Airport	2751	NE	Douglas	St	Government/Public Building
Lee's Summit Animal Control	1991	SE	Hamblen	Rd	Government/Public Building
Lee's Summit - Public Works	1809	SE	Hamblen	Rd	Government/Public Building
Lee's Summit Fire Dept - HQ	207	SE	Douglas	St	Government/Public Building
Lee's Summit Fire Station - 2	2000	NE	Rice	Rd	Government/Public Building
Lee's Summit Fire Station - 3	210	SW	Pryor	Rd	Government/Public Building
Lee's Summit Fire Station - 4	404	NE	Woods Chapel	Rd	Government/Public Building
Lee's Summit Fire Station - 5	3650	SW	Windemere	Dr	Government/Public Building
Lee's Summit Fire Station - 6	101	NE	Blackwell	Rd	Government/Public Building
Lee's Summit Fire Station - 7	2150	SW	Scherer	Rd	Government/Public Building
Lee's Summit Police Dept	10	NE	Tudor	Rd	Government/Public Building
Legacy Park Community Center	901	NE	Bluestem	Dr	Government/Public Building
Tudor Road Pump Station	1700	NE	Tudor	Rd	Government/Public Building

Chipotle Meixcan Grill	900	NE	Columbus	St	Grocer/Restaurant
Chipotle Meixcan Grill	1716	NW	Chipman	Rd	Grocer/Restaurant
Pepper Jax Grill	1720	NW	Chipman	Rd	Grocer/Restaurant
Price Chopper - North	937	NE	Woods Chapel	Rd	Grocer/Restaurant
Price Chopper - South	251	SW	Greenwich	Dr	Grocer/Restaurant
Price Chopper - East	1600	SE	Blue	Prky	Grocer/Restaurant
Hy-Vee East	301	NE	Rice	Rd	Grocer/Restaurant
Hy-Vee West	310	SW	Ward	Rd	Grocer/Restaurant
Lee's Summit Family Care - Old LS Hospital	600	NW	Murray	Rd	Hospital
Saint Luke's East	100	NE	St. Luke's	Blvd	Hospital
Lee's Summit Medical Center	2100	SE	Blue	Prky	Hospital
America's Best Value Inn	1020	SE	Blue	Pkwy	Hotel/Motel/Etc.
Best Western Plus	4825	NE	Lakewood	Way	Hotel/Motel/Etc.
Comfort Inn	3701	NE	Ralph Powell	Rd	Hotel/Motel/Etc.
Comfort Inn	963	SE	Oldham	Pkwy	Hotel/Motel/Etc.
Fairfield Inn	1301	NE	Windsor	Dr	Hotel/Motel/Etc.
Hampton Inn	1751	NE	Douglas	St	Hotel/Motel/Etc.
Holiday Inn Express	1201	NW	Innovation	Pkwy	Hotel/Motel/Etc.
Super 8 Motel	607	SE	Oldham	Pkwy	Hotel/Motel/Etc.
Unity Village	1901	NW	Blue	Pkwy	Religious Institution
Abundant Life Church	304	SW	Persels	Rd	Religious Institution
Holy Spirit Parish	1800	SW	M-150	Hwy	Religious Institution
Woods Chapel Methodist	4725	NE	Lakewood	Way	Religious Institution
Hilltop Correctional School	301	NW	Gregory	Blvd	School - Alternative
Miller Park Center	600	SE	Miller	St	School - Alternative
Summit Ridge Academy	2620	SW	Ward	Rd	School - Alternative
Longview Community College	500	SW	Longview	Rd	School - College
Cedar Creek Elementary	2600	SW	3rd	St	School - Elementary
Chapel Lakes Elementary	3701	NE	Independence	Ave	School - Elementary
Highland Park Elementary	400	SE	Millstone	Ave	School - Elementary
Lee's Summit Elementary	110	SE	Green	St	School - Elementary
Longview Farms Elementary	1001	SW	Longview Park	Dr	School - Elementary
Meadow Lane Elementary	1421	NE	Independence	Ave	School - Elementary
Pleasant Lea Elementary	700	SW	Persels	Rd	School - Elementary
Prairie View Elementary	501	SE	Todd George	Pkwy	School - Elementary
Richardson Elementary	800	NE	Blackwell	Rd	School - Elementary
Sunset Valley Elementary	1850	SE	Ranson	Rd	School - Elementary
Underwood Elementary	1125	NE	colbern	Rd	School - Elementary
Voy Spears Elementary	201	NE	Anderson	Dr	School - Elementary
Westview Elementary	200	NW	Ward	Rd	School - Elementary
Greenwood Elementary	805	W	Main	St	School - Elementary
Hawthorne Hill Elementary	2801	SW	Pryor	Rd	School - Elementary
Hazel Grove Elementary	2001	NW	Blue	Pkwy	School - Elementary
Mason Elementary	27600	NE	Colbern	Rd	School - Elementary
Trailridge Elementary School	3651	SW	Windemere	Dr	School - Elementary
Summit Pointe Elementary	13100	E	147th	St	School - Elementary
Woodland Elementary	12709	NE	Smart	Rd	School - Elementary
Lee's Summit North High School	901	NE	Douglas	St	School - High
Lee's Summit West High School	2600	SW	Ward	Rd	School - High
Lee's Summit High School	400	SE	Blue	Prky	School - High
Bernard Campbell Middle School	1201	NE	Colbern	Rd	School - Middle
Delta Woods Middle School	4401	NE	Lakewood	Way	School - Middle
Pleasant Lea Middle School	630	SW	Persels	Rd	School - Middle
Summit Lakes Middle School	3500	SW	Windemere	Dr	School - Middle
Great Beginnings Early Childhood Education	905	NE	Bluestem	Dr	School - PreK
Our Lady of Presentation	100	NW	Murray	Rd	School - Private
St. Michael the Archangel High School	2901	NW	Lee's Summit	Rd	School - Private
Summit Christian Academy	1500	SW	Jefferson	St	School - Private
Libby Lane Academy	601	NW	Libby	Ln	School - Private

Bowlin Rd. & I-470 HWY (Apartment Complex)	X	X	X	X	In Development
I-470 HWY & View High (Paragon Star)	X	X	X	X	In Development
3rd St. & View High (B&B Theaters)	X	X	X	X	In Development
Chipman & Ward (Sam's Club)	X	X	X	X	In Development
Hamblen Rd / 150 Hwy Corridor / Greenwood Bridge	X	X	X	X	Highway

1.7.1.14 CPC Criterion for a Test Tile Informational Only Outbound Measurement

For each equipment configuration for gathering informational only measurements, the CPC criterion for a test tile is stated in Table 1-48. Each equipment configuration will have only one CPC criterion for a test tile.

The test setup is shown in Figure 1-4.

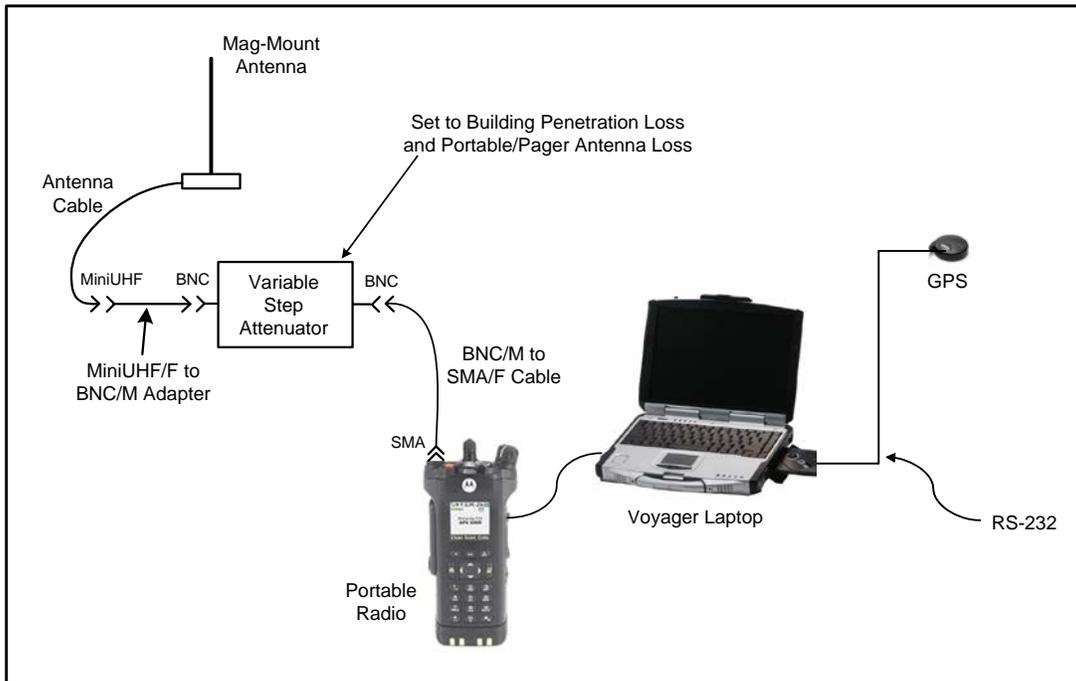


Figure 1-4: Voyager Test Setup

Table 1-50 shows the attenuator values required to evaluate each equipment configuration. The methodology to determine the attenuator value is demonstrated in TSB-88.1-D §5.4.2, Figure 5. The attenuator value includes the proper values for the equipment configuration requirement plus adjustments for the test equipment setup. Should the test equipment setup losses (e.g. cable length) vary, an adjustment to the attenuator value may be required to represent the required equipment configuration accurately.

Table 1-50: Attenuator Values to Evaluate each Equipment Configuration

Attenuator	800MHz Portable, On the Street	800MHz Portable, In Lee's Summit
Talk-out attenuator	-12.6dB (subscriber worn in swivel case on the HIP)	-32.6dB (I470/US50/US291) -28.6dB (remaining areas in Lee's Summit/Unity Village) (subscriber worn in swivel case on the HIP inside 20dB/16dB building)

1.7.1.15 CATP Documentation and Coverage Acceptance

During the coverage acceptance test, Voyager will have records on the subjective test results. A copy of this data will be provided to Lee's Summit, MO at the conclusion of the coverage test. Motorola Solutions will process this data to produce a map detailing the coverage test results, and to determine whether the coverage test was passed for each user equipment configuration.

The overall acceptance criteria for the CATP will be based on the results of the Subjective DAQ tests (Inbound and Outbound) for the city limits of Lee's Summit and Unity Village. These results will be used to determine an overall reliability to be greater than 97% of the Coverage Acceptance Test Plan.

Motorola Solutions reserves the right to review any test tiles that fail. If a coverage test, or a portion thereof, is suspected by Motorola Solutions to have failed due to external interference, those tiles suspected of being affected by an interferer may be re-tested. If the test tiles re-tested are confirmed to have failed due to interference or external noise, those test tiles will be excluded from all acceptance calculations and Motorola Solutions will work with Lee's Summit, MO to identify potential solutions to the interference issues.

Motorola Solutions will conduct this Coverage Acceptance Test only once. If any portion of the test is determined to be affected by proven equipment malfunctions or failures, Motorola Solutions will repeat the portion of the test affected by the equipment malfunction or failure. Lee's Summit, MO will have the option to accept the coverage at any time prior to completion of the coverage test or documentation process.

Motorola Solutions will submit to Lee's Summit, MO a report detailing the coverage test results. This report will include a document, which is to be signed by both Lee's Summit, MO and Motorola Solutions, indicating the test was performed in accordance with this CATP and the results of the test indicate the acceptance or non-acceptance of the coverage portion of the system.

Exhibit C-5
Performance Schedule

1.8 PERFORMANCE SCHEDULE

To be developed.



Exhibit D

SERVICE STATEMENT(S) OF WORK AND SERVICE TERMS AND CONDITIONS

1.9 WARRANTY AND MAINTENANCE

1.9.1 The Motorola Solutions Service Delivery Team

Customer Support Manager

Your Motorola Solutions Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola Solutions meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Solutions Authorized Servicer's functions.

Motorola Solutions System Technologists

The Motorola Solutions System Technologists (STs) are available to assist our Authorized Servicers when needed for network health and operations.

Motorola Solutions System Support Center

The System Support Center (SSC) is a key component to the overall management and system maintenance. As detailed in this Customer Support Plan, the following services are provided by the System Support Center:

- Network Monitoring.
- Dispatch Service.
- Technical Support.
- Infrastructure Repair with Advanced Replacement.

Motorola Solutions Local Service Provider

Our authorized service centers are staffed with trained and qualified technicians. They provide rapid response, repair, restoration, installations, removals, programming, and scheduled preventive maintenance tasks for site standards compliance and RF operability. Our authorized service centers are assessed annually for technical and administrative competency.

Motorola Solutions places great emphasis on ensuring that communications systems, such as the one proposed for Lee's Summit, meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola Solutions offers customized warranty and post-warranty services as outlined in this section.

1.10 WARRANTY SERVICES

Motorola Solutions will provide warranty services per our standard warranty terms and conditions as outlined within the Communication Systems Agreement within this proposal. In addition to the Standard Commercial Warranty, Motorola will provide the Custom Warranty Package as provided below. The service products that comprise the Custom Warranty package are listed below along with a brief description.

1.10.1 Dispatch Service

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

1.10.2 Onsite Infrastructure Response

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

Once the issue has been resolved, the System Support Center verifies resolution and with your approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

1.10.3 Network Preventative Maintenance

Network Preventative Maintenance provides an operational test and alignment on your infrastructure or fixed network equipment to ensure that it meets original manufacturer's specifications. Trained technicians:

- Physically inspect equipment.
- Remove dust and foreign substances.
- Clean filters.
- Measure, record, align and adjust equipment to meet original manufacturer's specifications.

This service is performed based on a schedule agreed upon between you and Motorola Solutions. Network Preventative Maintenance proactively detects issues that may result in system malfunctions and operational interruptions.



1.10.4 Technical Support Service

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

Technical Support is delivered by the system Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of performance issues.

1.10.5 Infrastructure Repair

Infrastructure Repair provides for the repair of the equipment in the proposed solution, whether it is manufactured by Motorola Solutions or by another vendor. All equipment will be sent to Motorola Solutions Solution's Infrastructure Depot Operations Center (IDO), a centralized location, where factory-trained technicians will use ISO9001 and TL9000-certified methodologies to troubleshoot, repair, and test the equipment to bring it to working order. Motorola Solutions will also send third-party equipment to the original equipment manufacturer or third-party vendor for service, coordinating and tracking its repair and return. All components will be repaired or replaced prior to return to Lee's Summit.

1.10.6 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.

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.

Our 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.

1.10.7 Security Monitoring

Our Security Operations Center (SOC) is a specialized and secured facility that will monitor Lee's Summit equipment for attacks on the system 24x7x365. SOC security analysts use advanced correlation and visualization tools to detect, identify, and respond to any security events. Monthly reporting will keep Lee's Summit informed about network activity, including the number of adverse events and actions taken to mitigate them.

1.10.8 Security Update Service

Security updates appropriate for the commercial environment are often designed without mission-critical systems in-mind. Motorola Solutions will ensure that commercial anti-virus definitions and operating system software patches are compatible with the proposed dispatch consoles. Our expert network security technologists analyze, test, and validate the latest security software updates in a dedicated test lab and will provide Lee's Summit with regular electronic updates of compatible updates.

1.10.9 Post Warranty Services

Post Warranty Services for 1 year have been included in the contract price. As our continuing commitment to supporting your system, warranty services can be extended after the first year to provide maintenance and service support in future years. Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings. These system support services significantly benefit Lee's Summit because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.



1.10.10 System Upgrade Agreement II (SUA II)

Motorola Solutions Solution's system upgrade agreement (SUA II) provides up to one system upgrade of Lee's Summit equipment every two contract years. The SUA II is a complete package of hardware, software and implementation services required to update the proposed dispatch consoles to an eligible system release with an equivalent level of functionality. These system updates will ensure the availability of repair services support to OEM components, optimization of system expansion, and may include operational enhancements if included with a system release upgrade. The SUA service includes the professional implementation services necessary to guarantee that the system upgrades cause minimal interruption to system operation, and as little reliance on Lee's Summit resources as possible.

The SUAII upgrades will be completed as part of MARRS requirements and blend with current MARRS plans.

1.10.11 Summary

Whether it's a routine service call, or a disaster situation, Motorola Solutions understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola Solutions has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network. Our goal is to provide Lee's Summit with the qualified resources, to maintain and improve system operation and availability, and to deliver world class service support.

STATEMENT OF WORK

Security Monitoring

Overview: Security Monitoring is a service offering that provides Security Monitoring to identify malicious activity that will or might cause system interference or corruption.

Definitions

Terms that are capitalized but not defined in this Statement of Work shall have the definition given to such terms in the Service Terms and Conditions, the Communications System Agreement or other applicable agreement. The following terms have the following meanings:

Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company, including but not limited to the anti-virus definitions, operating system software patches and signature files that will be pre-tested pursuant to this Statement of Work and the procurement of the Pre-Tested Software Subscription Service.

1.0 Description of Services

ASTRO 25 Security Monitoring includes monitoring and managing the Motorola security equipment present on the Customer's System. Monitoring security equipment requires Customer to purchase a Core Security Management Server with Customer's System. Motorola will monitor Elements of a System for Events, as set forth in the Monitored Elements Table below.

When the Motorola System Support Center (SSC) detects an Event, trained technologists that are experienced with identifying and interpreting security incidents will acknowledge the Event, run remote diagnostic routines, and initiate an appropriate Response. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, attempting remote Restoral, or transferring the Event by opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will proactively manage the security Elements present on the System as needed to mitigate the risk of vulnerability such as a virus, worm or other intrusive attack on the System. This may include periodically deploying the latest release of pre-tested intrusion detection sensor signature files on the network barrier (ONLY for IDS supplied to Customer by Motorola and if present on the System) as determined by Motorola. Motorola will also modify intrusion sensor settings and update firewall settings as determined by Motorola and will notify Customer of such modifications.

Motorola will provide Case Management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

This Case management allows Motorola to provide activity and performance reports as well as ensures timely resolution of issues.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement(s) to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO 25 System. The Connectivity Matrix set forth below further describes the Connectivity options. **NOTICE: If Network Monitoring (a separate Service) is not acquired, an additional fee will be applied to the customer.**
- 2.2 Provide dedicated connectivity necessary for monitoring.
- 2.3 If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4 Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5 Coordinate with Customer to maintain Motorola service authentication credentials.
- 2.6 Continuously receive service requests.
- 2.7 Perform Continuous monitoring of System Elements as set forth in the Monitored Elements Table.
- 2.8 Interpret System Events and determine appropriate Response. An appropriate Response could include the following actions: notify customer of activity, continue monitoring the Event for further development, review System log files or transfer the Event information via a Case for dispatch of a Servicier.
- 2.9 Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
- 2.10 Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.1.
- 2.11 Attempt remote Restoral, as appropriate. Some System functions may be disrupted as necessary to maintain System integrity until further validation of the Event occurs. This may include shutting down applications, applying security tools, resetting box, or instructing Servicier to reload applications and operating system software as necessary. **This does not include a technician being physically dispatched.**
- 2.12 Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.12.1 Characterize the issue
 - 2.12.2 Determine a plan of action
 - 2.12.3 Assign and track the Case to resolution.

- 2.13 Ensure the required personnel have access to Customer information as needed.
- 2.14 Disable and enable System devices, as necessary, for Servicers.
- 2.15 Servicer will perform the following on-site:
 - 2.15.1 Run diagnostics on the Infrastructure or FRU.
 - 2.15.2 Replace defective Infrastructure or FRU, as applicable to security components provided by or approved by Motorola. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.15.3 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any Security requirements necessary to perform the Maintenance service.
 - 2.15.4 If a third party Vendor is needed to restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.16 Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.6. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.17 Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.18 Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.19 Notify Customer of Case Status, as described in the Customer Support Plan at the following Case levels:
 - 2.19.1 Open and closed; or
 - 2.19.2 Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
- 2.20 Obtain intrusion detection sensor (IDS) signatures for Motorola supplied IDS, from Motorola selected commercial suppliers.
- 2.21 Address issues identified during testing to support functionality under the procedures specified in 2.22 above by working with Motorola selected commercial supplier or Motorola product development engineering team.
- 2.22 Maintain annual Customer licenses for intrusion detection sensor signatures for IDS supplied to Customer by Motorola with Motorola selected commercial supplier.
- 2.23 Provide the following reports, as applicable:
 - 2.23.1 Case activity reports to Customer.
 - 2.23.2 Network Security Monitoring Service reports for Customer System(s).
- 2.24 Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

3.0 Customer has the following responsibilities:

- 3.1 Allow Motorola Continuous remote access to obtain System availability, performance and configuration data.
- 3.2 Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound).
- 3.3 Provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
- 3.4 Maintain and manage any equipment outside of the System.
- 3.5 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.5.1 Provide 7/24 security contact and escalation list
 - 3.5.2 Case notification preferences and procedures
 - 3.5.3 Repair Verification preference and procedure
 - 3.5.4 Database and escalation procedure forms.
 - 3.5.5 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.6 Provide the following information when initiating a service request:
 - 3.6.1 Assigned System ID number
 - 3.6.2 Problem description and site location
 - 3.6.3 Other pertinent information for Motorola to open a Case.
- 3.7 Provide all Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.
- 3.8 Notify the SSC when Customer performs any activity that impacts the System (Activity that impacts the System may include, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the System to perform maintenance.)
- 3.9 As necessary, upgrade System to Supported System Release as specified in paragraph 2.22.
- 3.10 Allow Servicers access to Equipment (including any Connectivity or security monitoring equipment) if remote service is not possible.
- 3.11 Allow Servicers access to remove Motorola owned server upon cancellation of service as set forth in paragraph 2.2.
- 3.12 Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.15.2.
- 3.13 Maintain and store in an easily accessible location System backups and any/all Software needed to restore the System.

- 3.14 Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.6.3.
- 3.15 Comply with the terms of the applicable license agreements between Customer and the Non-Motorola Software copyright owners.
- 3.16 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

WARRANTIES AND DISCLAIMER:

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service. Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service.

During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches provided if PTSS is procured or provided via ESS, do not degrade or compromise System functionality, and that after incorporation of the tested Software updates, the System Software, when used properly and in accordance with the Documentation, 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. 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 this information is provided) are collectively referred to as "Documentation." Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Customer's particular requirements.

Motorola disclaims all other warranties with respect intrusion detection sensor signature files, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to viruses or worms as a result of these services.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<p>Response is provided Continuously</p> <p>Major System failure</p> <p>33% of System down</p> <p>33% of Site channels down</p> <ul style="list-style-type: none"> This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> Response during Standard Business Day Significant System Impairment not to exceed 33% of system down System problems presently being monitored This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ul style="list-style-type: none"> Response during Standard Business Day Intermittent system issues Information questions Upgrades/Preventative maintenance This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Restoral	Off Deferral
Severity 1	<p>Within 4 hours from receipt of Notification</p> <p>Continuously</p>	<p>Within 2 hours from receipt of Notification</p> <p>Continuously</p>	<p>Within 4 hours from receipt of Notification</p> <p>Standard Business Day</p>	8 hours	Time provided by Servicer *
Severity 2	<p>Within 4 hours from receipt of Notification</p> <p>Standard Business</p>	<p>Within 4 hours from receipt of Notification</p> <p>Standard Business</p>	<p>Within 4 hours from receipt of Notification</p> <p>Standard Business</p>	8 hours	Time provided by Servicer *

Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Restoral	Off Deferral
	Day	Day	Day		
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	48 hours	Time provided by Servicer *

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
 - Provide update **before** the specific contractual commitments come due.
- * Note: Provide update to System Support Center **before** Deferral time comes due.

Connectivity Matrix

Private Network Connection IP T1 (All Customers)	Public Internet Connection IP T1 (Option Available only to Customers outside of the US)
Standard solution for real-time Connectivity	Non-standard solution for real-time Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption Available	Encryption Available
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

Monitored Elements Table

(Listed by Technology)

System Type	Equipment
ASTRO 25 (release 7.x)	<p>Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; Conventional Channel Gateway (CCGW); Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>Core, Exit, Gateway, Peripheral, Border, and Site routers, HP Switches master, prime, console and repeater sites switches, GGSN; CWR MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</p> <p>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED</p>
ASTRO 25 (release 6.3 – 6.9)	<p>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</p> <p>Does not include monitoring of any MOSCAD alarm points that do not directly impact the performance of the radio network. Does not include monitoring of anything outside of the radio network unless specifically stated.</p>
Security Elements (Monitoring and managing Security Elements is dependent on Customer purchasing Core Security Management Server as Equipment with the Customer System)	<p>Core Security Management Server; Firewall; Intrusion Detection Sensors; Anti-virus Management application; Authentication Management application; Centralized Logging Server</p>

ASTRO[®] 25 Technical Support Statement of Work

Version 1.4

September 2013

Technical Support Overview

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO network expertise and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola System Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Technical Support provides access to a solutions database, as well as access to in house test labs and additional Motorola technical resources

Motorola applies industry best practices in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Technical Support Services

Motorola's System Support Center (SSC) will provide technical support to assist the customer's technical resources of the Motorola's currently supported infrastructure. This team of highly skilled professionals is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

The Technical Support Operations is available 24 hours a day; 7 days per week to support technical requests ([see severity level response time commitments](#)). Calls requiring incidents, problems, or service requests will be logged in Motorola's issue management system. This ensures that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. The Technical Support Operations shall assign the priority level as in accordance with the agreed [Severity Level Definitions](#) stated in this document.

Motorola will track the progress of each case from initial logging to resolution. Motorola will ensure that the customer is advised of the case progress and informed of tasks that require further investigation and assistance from the customer's technical resources

The provision of this service requires that the customer provides a suitably trained technical resource that delivers maintenance and support to the system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.1 Scope

Technical Support service is available 24 hours a day, 7 days a week based on [Severity Level Definitions](#).

1.2 Geographic Availability

Technical Support is available to any customer regardless of their geographic location and timeframes are based on the customer's local time zone.

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by with SSC working remotely with the local customer technical resource.
- 1.4.2 Third party support for equipment not sold by Motorola as part of the original system.
- 1.4.3 System installations, upgrades, and expansions.
- 1.4.4 Customer training.
- 1.4.5 Hardware repair and/or exchange.
- 1.4.6 Network security services.
- 1.4.7 Network transport.
- 1.4.8 Information Assurance.
- 1.4.9 Motorola services not included in this statement of work.
- 1.4.10 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

- 1.5.1 Enable customer access to the Motorola Technical Support Center (800-221-7144), 24 hours a day, 7 days per week, to answer, document and respond to requests for support.
- 1.5.2 Respond to requests for Technical Support in accordance with the response times set forth in the [Severity Level Response Time Commitments](#) section of this document and the severity level defined in the [Severity Level Definitions](#) section of this document.
- 1.5.3 Advise caller of procedure for determining any additional requirements, activities or information relating to issue restoration and/or characterization.
- 1.5.4 Maintain communication with the customer in the field as needed until resolution of the case
- 1.5.5 Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.5.6 Escalate and manage support issues, including systemic issues, to additional Motorola technical resources, as applicable.
- 1.5.7 Escalate the case to the appropriate party upon expiration of a response time.

- 1.5.8 Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6 The Customer has the following responsibilities:

- 1.6.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.6.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.6.3 Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- 1.6.4 Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
- 1.6.5 Provide SSC access via the remote connection that has been established through other sold services (e.g. Network Fault Monitoring)
- 1.6.6 Supply suitably skilled and trained on-site presence when requested by the SSC.
- 1.6.7 Validate issue resolution prior to close of the case in a timely manner.
- 1.6.8 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the [Severity Level Definitions](#) and in the [Severity Level Response Time Commitments](#) section in this document.
- 1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service.

1.7 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> • 33% of call processing resources impaired • Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke, ○ Unauthorized access ○ Temperature ○ Power failure
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> • Less than 33% of call processing resources impaired • Failure of a single redundant component
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Intermittent faults that are infrequent and minor impact to core services • Statistical reporting problems
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. • Faults that have no impact in how the user perceives the system to work. • Cosmetic issues. • Requests for information. • Preventive Maintenance

2.1 Severity Level Response Time Commitments

The response times are based on the defined severity levels as follows:

Severity Level	Response Time
Severity 1	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

Infrastructure Repair Statement of Work

Version 3.0

February 2015

Infrastructure Repair Overview

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.1 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at <https://businessonline.motorolasolutions.com>, under Repair Status/Submit Infrastructure RA.

1.2 Geographic Availability

Infrastructure repair is supported globally; geographic proximity will determine repair location.

1.3 Inclusions

Infrastructure repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "Commercially Reasonable Effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Infrastructure Repair:

1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.

1.4.2. All Third party infrastructure hardware over two (2) years from product cancellation date.

1.4.3 All Broadband infrastructure over three (3) years from product cancellation date

1.4.4 Physically damaged infrastructure.

1.4.5 Third party equipment not shipped by Motorola

1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.

1.4.7 Video retrieval from Digital In-Car Video equipment.

1.4.8 Infrastructure backhaul including but not limited to, Antennas, Antenna Dehydrator, Microwave¹, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS¹

1.4.9 Test equipment.

1.4.10. Racks, furniture and cabinets.

1.4.11. Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Note! Excludes batteries and on-site services

1.5 Motorola has the following responsibilities:

1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.

1.5.2 Provide repair return authorization numbers when requested by Customer.

1.5.3 Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.5.4 Perform the following service on Motorola infrastructure:

1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.

1.5.4.2 Replace malfunctioning Field Replacement Units (FRU) or components.

1.5.4.3 Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.

1.5.4.4 Perform a box unit test on all serviced infrastructure.

1.5.4.5 Perform a system test on select infrastructure.

1.5.5 Provide the following service on select third party infrastructure:

1.5.5.1 Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.5.5.2 Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.

1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.5.5.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.

1.5.5.6 Properly package repaired infrastructure.

1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier

programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.6 The Customer has the following responsibilities:

1.6.1 Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.

1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.

1.6.3 Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.

1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.6.5 Provide customer purchase order number to secure payment for any costs described herein.

1.6.6 Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives undamaged and in repairable condition.

1.6.6.1 Clearly print the return authorization number on the outside of the packaging.

1.6.7 Maintain versions and configurations for software/applications and firmware to install repaired equipment.

1.6.8 Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.

1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

Network Monitoring Statement of Work

Version 1.12

November 2015

Network Monitoring Overview

Motorola's Network Monitoring Operations (NMO) within the Motorola Solutions Support Center (SSC) provides real-time fault monitoring for radio communications networks on a continuous basis. NMO utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, NMO technologists acknowledge and assess the situation, and initiate a defined response.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Network Monitoring Services

Network Monitoring is a service designed to electronically monitor elements of a communication system for events, as set forth in the [Monitored Elements Table](#). When the SSC detects an event, (based on the severity of the event) trained technologists acknowledge and remotely diagnose the event, and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via engagement of Technical Support resources, or initiating dispatch¹ of a Field Servicer for onsite remediation.

1.1 Availability

Network Monitoring service is available 24 hours a day, 7 days a week. Network Monitoring availability is based on the level of contracted service and defined in the Customer Support Plan (CSP).

1.2 Geographic Availability

Network Monitoring is a globally provided service unless limited by data export control regulations. Timeframes are based on the customer's local time zone.

1.3 Inclusions

Network monitoring service can be delivered on Motorola sold infrastructure as stated in [Monitored Elements Table](#).

1.4 Limitations and Exclusions

- 1.4.1 Does not include monitoring of anything outside of the radio network or monitoring of infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the radio network and capable of sending traps to the Unified Event Manager (UEM).
- 1.4.2 Additional support charges above and beyond the contracted service agreements may apply if it is determined that system faults were caused by the customer making changes to critical system parameters.
- 1.4.3 The following activities are outside the scope of the Network Monitoring service, but are optional services that are available to remote Network Monitoring customers at an additional cost:

- 1.4.3.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by with SSC working remotely with the local customer technical resource.
- 1.4.3.2 System installations, upgrades, and expansions.
- 1.4.3.3 Customer training.
- 1.4.3.4 Hardware repair and/or exchange.
- 1.4.3.5 Network security services.
- 1.4.3.6 Network transport.
- 1.4.3.7 Information Assurance.
- 1.4.3.8 Any services not expressly included in this statement of work.
- 1.4.4 Reference the event catalogue to confirm monitored equipment.

¹ Dispatch service with OnSite Response is a separate service that is required with Network Monitoring.

1.5 Motorola has the following responsibilities:

- 1.5.1. Provide dedicated connectivity through a network connection necessary for monitoring communication networks. The [Connectivity Matrix](#) further describes the connectivity options.
- 1.5.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the [Motorola Owned & Supplied Equipment Table](#).
- 1.5.3 Verify connectivity and event monitoring prior to system acceptance or start date.
- 1.5.4 Monitor system continuously during hours designated in the CSP in accordance with the pre-defined times specified in section 1.6.2 below.
- 1.5.5 Remotely access the customer's system to perform remote diagnosis as permitted by customer pursuant to section 1.6.4.
- 1.5.6 Create a case, as necessary. Gather information to perform the following:
 - 1.5.6.1 Characterize the issue
 - 1.5.6.2 Determine a plan of action
 - 1.5.6.3 Assign and track the case to resolution.
- 1.5.7 Cooperate with customer to coordinate transition of monitoring responsibilities between Motorola and customer as specified in section 1.6.13 and 1.6.13.1.
- 1.5.8 Maintain communication with the customer in the field as needed until resolution of the case

1.6 The Customer has the following responsibilities:

- 1.6.2 Allow Motorola continuous remote access to enable the monitoring service.
- 1.6.3 Provide continuous utility service to any Motorola equipment installed or utilized at customer's premises to support delivery of the service.
- 1.6.4 Provide Motorola with pre-defined customer information and preferences prior to Start Date necessary to complete the CSP, including, but not limited to:
 - 1.6.4.1 Case notification preferences and procedure

- 1.6.4.2 Repair Verification Preference and procedure
- 1.6.4.3 Database and escalation procedure forms.
- 1.6.4.4 Submit changes in any information supplied to Motorola and included in the CSP to the CSM.
- 1.6.5 Provide the following information when initiating a service request:
 - 1.6.5.1 Assigned system ID number
 - 1.6.5.2 Problem description and site location
 - 1.6.5.3 Other pertinent information requested by Motorola to open a Case.
- 1.6.6 Notify the SSC when customer performs any activity that impacts the system. (Activity that impacts the system may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
- 1.6.7 Allow Servicicers access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.
- 1.6.8 Allow Servicicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 1.6.9 Provide all customer managed passwords required to access the customer's system to Motorola upon request or when opening a case to request service support or enable response to a technical issue.
- 1.6.10 Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that system faults were caused by the customer making changes to critical system parameters
- 1.6.11 Obtain all third party consents or licenses required to enable Motorola to provide the monitoring service.
- 1.6.12 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.
- 1.6.13 Contact Motorola to coordinate transition of monitoring when monitoring responsibility is to be transferred to or from Motorola. (I.e. normal business hours to after-hours monitoring) as set forth in pre-defined information provided by customer CSP.
 - 1.6.13.1 Upon contact, customer must provide customer name, site id, status on any open cases, severity level, and brief description of case and action plan to Motorola.
- 1.6.14 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the [Event Definition table- Appendix A](#).
- 1.6.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Monitoring service.

The event types are based on the defined levels as follows:

Appendix A

Engagement Matrix

Severity Level	Severity Definition	Engagement Times
1	<p>This is defined as a critical/major incident that causes the system and/or infrastructure to experience a loss of call processing functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> ○ 33% of call processing resources impaired ○ Remote Site/sub-system severed ○ Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke ○ Unauthorized access ○ Temperature ○ Power failure 	Response provided 24 hours, 7 days a week, including US Holidays.
2	<p>This is defined as a moderate/minor incident that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> ○ Less than 33% of call processing resources impaired ○ Failure of a single redundant component 	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
3	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p>	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

	<ul style="list-style-type: none"> ○ Faults that have no impact in how the user perceives the system to work ○ Intermittent issues ○ Requests for information ○ Preventive Maintenance or upgrade related work 	
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Connectivity Matrix

Request connectivity 8 weeks in advance of service start date

System Type	Connectivity	Set up and Maintenance
ASTRO® 25	Internet VPN	Motorola
ASTRO® 25	T1	Motorola

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

Monitored Elements Table

Master Site Infrastructure	RF Site Equipment	Dispatch Site Equipment
Servers & Back up Servers	Channels	Consoles
MOSCAD (digital inputs & RS232 serial alarms)	MOSCAD (digital inputs & RS232 serial alarms)	AIS Servers
TRAK	RF Site Communication Path	Operator Position (OP)
Core LAN Switch	Switch	Motorola Gold Elite Gateway (MGEG)
Packet Data Gateway (PDG)	Site Controller	Call Processor
Radio Network Gateway (RNG)	Router	Logging Replay Station (only within the RNI)
Zone Database Server (ZDS)	Site	Ambassador (AMB)
Gateway Router	Gateway Router	Client Station
Controller – Zone & Domain	Network Time Protocol (NTP)	Voice Processing Module (VPM)
Firewall Manager Servers	Firewall	MCC 7500 IP Logging Recorders
Air Traffic Router (ATR)	SmartX Site Converter (only the converter, not the legacy sites)	MCC 7100 (only within the RNI)
Unified Event Manager (UEM)		
Zone Statistical Server (ZSS)		
Install Server		

**Some or all of the above equipment may be monitored depending on system configuration and need. Other equipment (not listed) may be monitored as an option, consult with your Customer Support Manager for details.*

ASTRO[®] 25 OnSite Infrastructure Response & Dispatch Service Statement of Work

Version 1.6

September 2013

OnSite Infrastructure Response and Dispatch Service Overview

Motorola's OnSite Infrastructure Response & Dispatch service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to ensure strict compliance to committed response times.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Severity Levels set forth in Section 4.0 - Severity Level Definitions and Response times set forth in Section 5.0 – Severity Level Response Time Commitments table in order to restore the system.

Motorola will provide case management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and case closure. The SSC will continuously track and manage cases from creation to close through an automated case tracking process.

1.1 Scope

OnSite Infrastructure Response & Dispatch service is available 24 hours a day, 7 days a week in accordance with [Severity Level Definitions](#) and [Severity Level Response Time Commitments](#) listed in sections 4.0 and 5.0 of this document.

1.2 Geographic Availability

OnSite Infrastructure Response and Dispatch is available to customers worldwide where Motorola servicers are present. Response times are based on the customer's local time zone.

1.3 Inclusions

Onsite Infrastructure Response and Dispatch Service can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create a case as necessary when service requests are received. Gather information to perform the following:
 - 2.2.1. Characterize the issue.
 - 2.2.2. Determine a plan of action.
 - 2.2.3. Assign and track the case to resolution.
- 2.3. Dispatch a servicer as required by Motorola standard procedures and provide necessary case information collected in 2.2.
- 2.4. Ensure the required personnel have access to customer information as needed.
- 2.5. Servicer will perform the following on-site:
 - 2.5.1. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
 - 2.5.2. Replace defective Infrastructure or FRU, as supplied by customer¹.

- 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
- 2.5.4. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
- 2.6. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan required by section 3.2. If verification by customer cannot be completed within 20 minutes of restoration, the case will be closed and the Servicer will be released.
- 2.7. Escalate the case to the appropriate party upon expiration of a response time.
- 2.8. Close the case upon receiving notification from customer or servicer, indicating the case is resolved.
- 2.9. Notify customer of case status as defined by the Customer Support Plan:
 - 2.9.1. Open and closed; or
 - 2.9.2. Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
- 2.10. Provide Case activity reports to customer if requested.

3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service.
- 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
 - 3.2.1. Case notification preferences and procedure.
 - 3.2.2. Repair verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
- 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned system ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a case.
- 3.4. Allow Servicers access to equipment.
- 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system as set forth in paragraph 2.5.2.
- 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
- 3.7. Maintain and store in an easily accessible location proper system backups.
- 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

¹Infrastructure Repair with Advanced Replacement (IRAR) is a service offering that provides repair and replacement of infrastructure equipment. IRAR enhances Onsite and Dispatch Service by enabling a faster response and repair times.

4.0 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • 33% of call processing resources impaired • Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke ○ Unauthorized access ○ Temperature ○ Power failure
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management).</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Less than 33% of call processing resources impaired • Failure of a single redundant component
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Intermittent faults that are infrequent and minor impact to core services • Statistical reporting problems
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. • Faults that have no impact in how the user perceives the system to work. • Cosmetic issues. • Requests for information. • Preventive Maintenance

5.0 Severity Level Response Time Commitments

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Severity Level	Standard Response Time
Severity 1*	Within 4 hours from receipt of notification continuously
Severity 2	Within 4 hours from receipt of notification Standard Business Day
Severity 3	Within 8 hours from receipt of notification Standard Business Day
Severity 4	Within 12 hours from receipt of notification Standard Business Day

*Premier Response is an option that provides a 2-hour response time for severity 1 issues.

**PREVENTIVE MAINTENANCE
LEVEL 1
ASTRO 25 7.9 & ABOVE
STATEMENT OF WORK
VERSION 7.0
AUGUST 2017**

Annual Preventive Maintenance Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, an additional quotation will be provided. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated 3rd party products per the level of service as defined in Table 1.

1.3 Limitations and Exclusions

Unless specifically called out in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, however, can be included as optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- 1.3.1. Emergency on-site visits required to resolve technical issues.
- 1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
- 1.3.3. System installations, upgrades, and expansions.
- 1.3.4. Customer training.
- 1.3.5. Hardware repair and/or exchange.
- 1.3.6. Network security services.
- 1.3.7. Network transport.
- 1.3.8. Information Assurance.
- 1.3.9. Motorola services not included in this statement of work.
- 1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
- 1.3.11. Tower climbs, tower mapping analysis or tower structure analysis

1.4 Motorola has the following responsibilities:

- 1.4.1 Notify the customer of any planned system downtime needed to perform this Service.
- 1.4.2 Advise customer of issues that may require attention.

- 1.4.3 Maintain communication with the customer as needed until completion of the Annual Preventive Maintenance.
 - 1.4.4 Determine, in its sole discretion, when a case requires more than the Annual Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
 - 1.4.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment for report completion TBD.
 - 1.4.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.
- 1.5 The Customer has the following responsibilities:
- 1.5.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.
 - 1.5.2 Authorize and acknowledge any scheduled system downtime.
 - 1.5.3 Maintain periodic backup of databases, software applications, and firmware.
 - 1.5.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
 - 1.5.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
 - 1.5.6 Provide site escorts in a timely manner if required.
 - 1.5.7 Provide Motorola with requirements necessary for access to secure facilities.
 - 1.5.8 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.
- 1.6 The Servicer has the following responsibilities:
- 1.6.1 Perform the Preventive Maintenance tasks as set forth in Table 1 at the level of service the customer has purchased.
 - 1.6.2 Perform the Site Performance Verification Procedures in Table 2 for each site type on the system.
 - 1.6.3 Provide required diagnostic/test equipment necessary to perform the Preventive Maintenance service.
 - 1.6.4 As applicable, use the Method of Procedure (MOPs) as defined for each task.

Table 1
Preventive Maintenance Tasks

MASTER SITE CHECKLIST - LEVEL 1	
SERVERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date) on CSMS
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.

Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
DOMAIN CONTROLLERS (non-CSA)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
FIREWALLS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
LOGGING EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.

PRIME SITE CHECKLIST - LEVEL 1

SOFTWARE

Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
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SWITCHES

Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
MISCELLANEOUS EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (TRAK)	Check lights and indicators for A/B receivers.
SITE CONTROLLERS	
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
COMPARATORS	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

DISPATCH SITE CHECKLIST - LEVEL 1	
GENERAL	
Inspect all Cables	Inspect all cables/connections to external interfaces are secure
Mouse and Keyboard	Verify operation of mouse and keyboard

Configuration File	Verify each operator position has access to required configuration files
Console Op Time	Verify console op time is consistent across all ops
Screensaver	Verify screensaver set as customer prefers
Screen Performance	Verify screen operational/performance
Touchscreen	Verify touchscreen operation (if applicable)
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"
DVD/CD	Verify / clean DVD or CD drive
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date)
HEADSET UNPLUGGED TESTING	
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)
HEADSET PLUGGED IN TESTING	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).
OTHER TESTS	
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)
Desk Microphone Operation	Confirm desk mic operation (if applicable)
Radio IRR Operation	Verify radio IRR operational (if applicable) on MOT dispatch

Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable) on MOT dispatch
Recording	Verify operator position being recorded on long term logging recorder (if applicable) if included in service agreement
COMPUTER PERFORMANCE TESTING	
Computer Reboot	Reboot op position computer
Computer Operational	Confirm client computer is fully operational (if applicable)
AUDIO TESTING	
Conventional Resources	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer's discretion) and at a single op position
Backup Resources	Confirm backup resources are operational
EQUIPMENT ROOM TESTS	
Recording - AIS Test	Verify audio logging of trunked calls
Recording	Test op position logging on analog recorder (with customer assistance)
System Alarms	Review alarm system on all equipment for errors
Capture Diags	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
PLAYBACK STATION (Motorola Provided)	
Capture Diags	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.
Recall Audio	Verify that radio/telephone audio can be recalled

RF SITE CHECKLIST - LEVEL 1

RF PM CHECKLIST

Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking) - ASR only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Table 2 for GTR tests)	Complete Base Station Verification tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx

MOSCAD CHECKLIST - LEVEL 1

MOSCAD SERVER

Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

MOSCAD CLIENT

Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

MOSCAD RTU's	
Equipment Alarms	Verify no warning/alarm indicators.
Verify Connectivity	Verify Connectivity
Password Verification	Site devices to verify passwords. Document changes if any found.
Check Alarm/Event History	Review MOSCAD alarms and events to find if there are chronic issues.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

FACILITIES CHECKLIST - LEVEL 1	
VISUAL INSPECTION EXTERIOR	
ASR Sign	Verify that the ASR sign is posted.
Warning Sign - Tower	Verify warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting/photocell.
Exterior of Building	Check exterior of building for damage/disrepair.
Fences / Gates	Check fences/gates for damage/disrepair.
Landscape / Access Road	Check landscape/access road for accessibility.
VISUAL INSPECTION INTERIOR	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

UPS	
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.
GENERATOR	
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.
Motorized Dampers	Check operation
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness
Outdoor Unit	Check that outdoor unit is unobstructed
Wiring	Wiring (insect/rodent damage)
Cooling / Heating	Check each HVAC unit for cooling/heating
Motorized Dampers	Check operation

MICROWAVE CHECKLIST - LEVEL 1	
GENERAL	
Transport Connectivity	Confirm transport performance by viewing UEM for site link warnings or errors.
RADIO	
Alarms	Check alarm / event history
Software	Verify version of application
TX Frequency	Verify transmit frequency
TX Power	Verify transmit power
RX Frequency	Verify receive frequency
RX Signal Level	Verify receive signal level and compare with install baseline documentation
Save configuration	Save current configuration for off site storage

Backhaul Performance	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.
WAVEGUIDE	
Visual Inspection	Inspect for wear or dents (from ground using binoculars).
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).
DEHYDRATOR	
Visual Inspection	Inspect moisture window for proper color
Pressure Verification	Verify pressure of all lines
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes
Run Hours	Record number of hours ran

TOWER CHECKLIST - LEVEL 1

STRUCTURE CONDITION

Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.

TOWER LIGHTING

Lights/Markers	Verify all lights/markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.

ANTENNAS AND LINES

Antennas	Visually inspect antennas for physical damage (from ground using binoculars).
Transmission Lines	Verify that all transmission lines are secure on the tower.

GROUNDING

Structure Grounds	Inspect grounding for damage or corrosion
GUY WIRES	
Tower Guys	Check guy wires for fraying and tension.
Guy Wire Hardware	Check hardware for rust.
CONCRETE CONDITION	
Tower Base	Check for chips or cracks.

Table 2
Site Performance Verification Procedures

ASTRO 25 GTR ESS SITE PERFORMANCE
ANTENNAS
Transmit Antenna Data
Receive (Antenna) System Data
Tower Top Amplifier Data
FDMA MODE
Base Radio Transmitter Tests
Base Radio Receiver Tests
Base Radio Transmit RFDS Tests
Receive RFDS Tests with TTA (if applicable)
Receive RFDS Tests without TTA (if applicable)
TDMA MODE
Base Radio TDMA Transmitter Tests
Base Radio TDMA Receiver Tests
TDMA Transmit RFDS Tests
TDMA Receive RFDS Tests with 432 Diversity TTA
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)

Appendix C – Security Update Service (SUS) Statement of Work



Security Update Service Overview

To verify compatibility with your ASTRO system, Motorola Solutions, Inc.'s ("Motorola") Security Update Service (SUS) provides pre-tested 3rd party software (SW) security updates. This service was formerly called Pre-tested Software Subscription (PTSS). Additionally, SUS Platinum has been eliminated. The additional SUS Platinum features have been merged into this one SUS offering.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party or together as "Parties."

1.0 Description of Security Update Services

Motorola shall maintain a dedicated vetting lab for each supported ASTRO release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server, Solaris and RedHat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these updates on a quarterly basis.

SUS (Self- Installed) is the baseline offer. Sections describing the optional delivery methods and reboot support service are only applicable if purchased.

SUS Delivery Methods

Patch Delivery Method	Download Responsibility	Installation Responsibility	Reboot Support
SUS (Self-Installed)	Customer	Customer	*Option 
Remote SUS			*Option 
On-Site Delivery of SUS			Included

Packages for L & M Cores

Packages	SUS (Self Installed)	RSUS	On-Site Delivery of SUS	Reboot Support
Essential / +	✓			Optional
Advanced / +	✓	✓	Optional	Optional
Premier	✓	✓	Optional	Included

SUS

Once tested, Motorola will post the updates to a secured extranet website and send an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. The customer will be responsible for the download and deployment of these updates to their ASTRO System.

Remote Delivery of SUS (RSUS)

Remote Delivery of SUS. Motorola's dedicated staff remotely installs the required security updates and operating system patches onto your radio network. Vulnerabilities from third party software are addressed as soon as the validation of recommended patches is completed. Motorola will also provide reports outlining updates made for your team's review and awareness. Patch transfers are transparent to the end user. After the patches are transferred, a report is sent out to inform our customers which machines they will need to reboot the appropriate devices to enable the new patches and antivirus definitions.

Reboot Support Delivery of SUS/RSUS



This optional enhancement provides support for rebooting impacted servers and workstations after the patches have been downloaded/pushed and installed. Once installation is complete, Motorola will deploy trained technicians to reboot servers and workstations at the customer locations.

ON-SITE Delivery of SUS

For convenience, a trained technician will be contacted to provide the complete patching service. At the customer location, the technician will download patches, perform the required installation services and coordinate the rebooting of servers and dispatch ops.

2.0 Scope

Security Update Service supports the currently shipping Motorola ASTRO System Release (SR) and strives to support 4 releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

SUS is available for any L or M core system in a supported release.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

Antivirus updates - Antivirus updates are released weekly. The target release for these updates is by close of business each Tuesday. While the release often occurs early, this is the time and date committed to by vetting.

Windows - Updates are downloaded on Microsoft Patch Tuesday (2nd Tuesday of the month). Updates are incorporated, tested and vetted in the Windows Motopatch disk over the next few weeks. The target release is by the last day of the month.

Windows 3rd Party updates - for Adobe Reader and Adobe Flash are included on the standard Motopatch for Windows disk and follow the Windows patching schedule.

RHEL - Security updates are downloaded the last week of the first month of the quarter. Updates include any updates that are available at that time. We then prepare, test and vet the RHEL 5, and RHEL 6, Motopatch disks and target to release the disks by the last day of the quarter.

VMware - Security updates are downloaded the last week of the first month of the quarter for ESXi. These updates are downloaded from HP directly. The updates are incorporated into the Motopatch for ESXi disk. We then prepare, test and vet the ESXi Motopatch and target to release the disk by the last day of the quarter.

Solaris 10* - Security updates are downloaded around the 15th of the 1st month of the quarter. This is when updates are released by Oracle. The Solaris 10 patch bundle is downloaded and used to prepare, test and vet the Solaris 10 Motopatch disk. The target release for the disk is by the last day of the quarter. We no longer patch Solaris 10 as this product has gone end of life for MSI. * EOL by MSI - only supported on 7.13 CPH RHEL and Solaris

Oracle 11g* - Security updates are downloaded the last week of the first month of the quarter. Whatever

updates are available at that time are used. The disk is then prepared, tested and vetted. The Motopatch for Oracle 11gR1 and 11gR2 disks target to release by the last day of the quarter. *7.13 and prior releases thru 2017

PostgreSQL* - Security updates are downloaded the last week of the first month of the quarter. Whatever updates that are available at that time are used. The disk is then prepared, tested and vetted. The Motopatch for PostgreSQL disk target release is by the last day of the quarter. *7.14 and later major releases

McAfee Patch Updates - Security patches are downloaded from McAfee the last week of the first month of the quarter. Whatever updates that are available at that time are used. The disk is then prepared, tested and vetted. The Motopatch for McAfee disk target release is by the last day of the quarter.

DOT HILL DAS Firmware disk - Security patches are downloaded from DOT HILL the last week of the first month of the quarter. Whatever updates that are available at that time are used. The disk is then prepared, tested and vetted. The disk target release is by the last day of the quarter.

Backport – CPT provides the latest STIG updates in January of each calendar year. These STIG updates are applied to our test systems and after testing, released to our customers as our IA Backport Disk. Scheduled release dates are typically the end of the first quarter.

3.0 Motorola has the following responsibilities:

3.1 Obtain relevant 3rd party security updates as made available and supported from the OEM's. This includes antivirus definition, OEM vendor available/supported operating systems patches, VMWare patches, database patches, and selected other 3rd party patches covered by SUS. Motorola does not control when these updates are released, but current release schedules are listed for reference:

McAfee Antivirus definitions – Weekly

Microsoft PC and Server OS patches – Monthly

Solaris, RHEL OS, VMware hypervisor patches – Quarterly

Other 3rd party patches - Quarterly

3.2 Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each update has on the system.

3.3 Testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO test system with standard supported configurations.

3.4 Address any issues identified during testing by working with Motorola selected commercial supplier and/or Motorola product development engineering team. If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.

3.5 Pre-test STIG recommended remediation when applicable.

3.6 Release all tested updates to Motorola's secure extranet site.

3.7 Include documentation for installation, recommended configuration changes, and

identified issues and remediation for each update release.

- 3.8 Include printable labels for customers who download the updates to CD's.
- 3.9 Notify customer of update releases by email.
- 3.10 A supported SUS ASTRO release matrix will be kept on the extranet site for reference.

4.0 The Customer has the following responsibilities:

- 4.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete a Customer Support Plan (CSP).
- 4.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 4.3 Provide means for accessing pre-tested files (Access to the extranet website).
- 4.4 Deploy pre-tested files to the customer system as instructed in the "Read Me" text provided.
- 4.5 Implement recommended remediation(s) on customer system, as determined necessary by customer.
- 4.6 Upgrade system to a supported system release as necessary to continue service.
- 4.7 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.
- 4.8 Comply with the terms of the applicable license agreement between the customer and the non-Motorola software copyright owner.

5.0 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3rd party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

Appendix D – High-Speed Connectivity Specifications

Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize or a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional



- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
 - Port availability must meet or exceed 99.9% (three nines)
 - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
 - Packet loss shall be no greater than 0.3%
 - Network jitter shall be no greater than 2 ms
- The network requirements above are based on the SLA provided for Sprint Dedicated IP Services as of April, 2012. It is possible other vendors may not be able to meet this exact SLA, so these cases must be examined on a case-by-case basis.

SERVICE TERMS AND CONDITIONS

Motorola Solutions, Inc. ("Motorola") and the customer named in the Communications System Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to Maintenance Services provided in accordance with the Statements of Work included in Exhibit D of the Communications System Agreement to which these terms and conditions are attached.

Section 2 DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Service Terms and Conditions and the other attachments in Exhibit D of the Communications System Agreement, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over the other attachments in Exhibit D.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in Exhibit B of the Communications System Agreement to which these terms and conditions are attached.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

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

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.



4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

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

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

Section 6 TIME AND PLACE OF SERVICE

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

Section 7 CUSTOMER Contact

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

Section 8 PAYMENT

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

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3. Customer may terminate this Agreement (in whole or part) at any time. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for (1) the portion of the Contract Price attributable to the Services performed, on or before the effective date of the termination; and (2) costs and expenses that Motorola incurs as a result of the termination of the Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts, restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, Customer will be liable to pay Motorola for the reasonable value of such Services, costs and expenses. Notwithstanding the above, Customer shall have no right to terminate this Agreement if Motorola has given Customer a notice of default and such default has not been cured.

10.4. If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term. Annual discounts for the Term can be found on the Pricing exhibit.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the Contract Price. **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 OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.



Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

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

Section 16 MATERIALS, TOOLS AND EQUIPMENT

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

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. 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.

17.7. Motorola has priced the Agreement based on the initial System configuration and Service plans. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (<http://www.bls.gov/ro5/cpimid.htm>), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

18. **INSURANCE.** Motorola shall secure and maintain, throughout the duration of this agreement, insurance of such types and in at least the amounts that are required herein. Motorola shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The Customer shall be notified by receipt of written notice from Motorola thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The Customer reserves the right to require PDF copies of any Additional Insured endorsement.

SUB-CONTRACTOR'S INSURANCE: If any part of the contract is to be sublet, Motorola shall:

Require each sub-contractor to secure insurance in amounts required of Motorola per their scope and work and submit such certificates to the City as outlined herein.

PUBLIC LIABILITY: Public liability insurance protection must be carried by Motorola, for the duration of the contract, in the minimum amount of \$1,000,000 including errors and/or omissions per U.S. DOT requirements as set forth under 49 Code of Federal Regulations, section 172.101.

COMMERCIAL GENERAL LIABILITY POLICY:

Limits:	Each occurrence	\$2,000,000
	Personal & Advertising Injury	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	General Aggregate	\$2,000,000

Policy must include the following conditions:
Bodily Injury and Property Damage
Insured Contract's Contractual Liability
Explosion, Collapse & Underground (if risk is present)
Additional Insured: City of Lee's Summit, Missouri



AUTOMOBILE LIABILITY: Policy shall protect Motorola against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

Any Auto OR All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,

Bodily Injury and Property Damage:

\$500,000

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

19. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.



Exhibit E

SYSTEM UPGRADE AGREEMENT STATEMENT OF WORK



STATEMENT OF WORK

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

1.0 Description of Service and Obligations

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorola's service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Additionally, if purchased, the Security Update Service (SUS) coverage is defined in Appendix C.
- 1.2 The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 SUA II, the ASTRO 25 system must be at system release 7.7 or later.
- 1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 1.4 The price quoted for the SUAII requires the Customer to chose a certified system upgrade path from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the certified system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.
- 1.7 Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this SUA II.

- 1.8 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.9 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.
- 1.10 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :
 - 1.10.1 Servers
 - 1.10.2 PC Workstations
 - 1.10.3 Routers
 - 1.10.4 LAN Switches
- 1.11 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:
 - 1.11.1 GTR 8000 Base Stations
 - 1.11.2 GCP 8000 Site Controllers
 - 1.11.3 GCM 8000 Comparators
 - 1.11.4 MCC 7500 Console Operator Positions
 - 1.11.5 STR 3000 Base Stations
 - 1.11.6 Quantar Base Stations
 - 1.11.7 Centracom Gold Elite Console Operator Interface Electronics
 - 1.11.8 Centracom Gold Elite Central Electronics Banks
 - 1.11.9 Ambassador Electronics Banks
 - 1.11.10 Motorola Gold Elite Gateways
 - 1.11.11 ASTROTAC Comparators
 - 1.11.12 PSC 9600 Site Controllers
 - 1.11.13 PBX Switches for Telephone Interconnect
 - 1.11.14 NFM/NFM XC/MOSCAD RTU
- 1.12 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.
- 1.13 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the certified system upgrade are not included.

- 1.14 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:
 - 1.14.1 Review infrastructure system audit data as needed.
 - 1.14.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 1.14.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 1.14.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 1.14.5 Program management support required to perform the certified system upgrade.
 - 1.14.6 Field installation labor required to perform the certified system upgrade.
 - 1.14.7 Upgrade operations engineering labor required to perform the certified system upgrade.
- 1.15 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.16 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.17 Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

2.0 Upgrade Elements and Corresponding Party Responsibilities

- 2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.
 - 2.1.1 Motorola responsibilities
 - 2.1.1.1 Obtain and review infrastructure system audit data as needed.
 - 2.1.1.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 2.1.1.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 2.1.1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 2.1.1.5 Inform Customer of high speed internet connection requirements.
 - 2.1.1.6 Assign program management support required to perform the certified system upgrade.
 - 2.1.1.7 Assign field installation labor required to perform the certified system upgrade.
 - 2.1.1.8 Assign upgrade operations engineering labor required to perform the certified system upgrade.
 - 2.1.1.9 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless

specifically stated in this document, Motorola will provide this training only once per system.

2.1.2 Customer responsibilities

- 2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
- 2.1.2.2 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix D. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
- 2.1.2.3 Assist in site walks of the system during the system audit when necessary.
- 2.1.2.4 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
- 2.1.2.5 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 2.1.2.6 Provide or purchase labor to implement optional system release features or system expansions.
- 2.1.2.7 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.2.1 Motorola responsibilities

- 2.2.1.1 Perform appropriate system backups.
- 2.2.1.2 Work with the Customer to validate that all system maintenance is current.
- 2.2.1.3 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.

2.2.2 Customer responsibilities

- 2.2.2.1 Validate system maintenance is current.
- 2.2.2.2 Validate that all available patches and antivirus updates to their system have been completed.

2.3 System Upgrade

2.3.1 Motorola responsibilities

- 2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.2 Customer responsibilities

- 2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.

- 2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.4 Upgrade Completion

2.4.1 Motorola responsibilities

- 2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.
- 2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.
- 2.4.1.3 Obtain upgrade completion sign off from the customer.

2.4.2 Customer Responsibilities

- 2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.
- 2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
- 2.4.2.3 Provide Motorola with upgrade completion sign off.

3.0 Exclusions and Limitations

- 3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.
- 3.2 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:
 - MCC5500 Dispatch Consoles
 - MIP5000 Dispatch Consoles
 - Plant/E911 Systems
 - MOTOBRIDGE Solutions
 - ARC 4000 Systems
 - Motorola Public Sector Applications Software ("PSA")
 - Custom SW, CAD, Records Management Software
 - Data Radio Devices
 - Mobile computing devices such as Laptops
 - Non-Motorola two-way radio subscriber products
 - Genesis Products
 - Point-to-point products such as microwave terminals and association multiplex equipment
- 3.3 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 3.4 ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications

(such as Norton).

- 3.5 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

4.0 Special provisions

- 4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 4.3 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 4.4 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.
- 4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- 4.6 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

Appendix A – ASTRO 25 System Release Upgrade Paths

Platform Release	Certified Upgrade Paths	
Pre-7.7	Upgrade to Current Release	
7.7		
7.8		
7.9		
7.11	NA	7.14
7.13	7.14	7.15
7.14	7.15	7.16
7.15	7.16	7.17
7.16	7.17	7.18 (Planned)
7.17	7.18 (Planned)	7.19 (Planned)

- The information contained herein is provided for information purposes only and is intended only to outline Motorola’s presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date.. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Core	
Master Site Configuration	0
Zones in Operation (Including DSR and Dark Master Sites)	0
Zone Features: IV&D, TDMA, Telephone Interconnect, CNI, HPD, CSMS, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, InfoVista, KMF/OTAR	0
RF System	
Voice RF Sites & RF Simulcast Sites (including Prime Sites)	6
Repeaters/Stations (FDMA)	0
Repeaters/Stations (TDMA)	32
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	2
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPM)	16
Conventional Channel Gateways (CCGW)	12
Conventional Site Controllers (GCP 8000 Controller)	0
Logging System	
Number of AIS Servers	1
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
Network Management and MOSCAD NFM	
Network Management Clients	0
MOSCAD NFM Systems	0
MOSCAD NFM RTUs	6
MOSCAD NFM Clients	0
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Fire Station Alerting (FSA)	
Voice Subscribers non-APX	0
Voice Subscribers APX	0
HPD Subscribers	0
Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)	
Workstations - High Performance	14
Workstations - Mid Performance	0
Servers - High Performance	0
Servers - Mid Performance	0
LAN Switch - High Performance	18
LAN Switch - Mid Performance	0
Routers	18

Exhibit F
SYSTEM ACCEPTANCE CERTIFICATE

Customer Name: _____

Project Name: _____

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

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

Customer Representative:

Motorola Representative:

Signature: _____

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: _____

BILL NO. 17-

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND MOTOROLA SOLUTIONS, INC., IN THE AMOUNT OF \$7,996,943.28 FOR THE PURCHASE OF P25 RADIO SYSTEM SOLUTION THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE KANSAS CITY REGIONAL PURCHASING COOPERATIVE OF JOHNSON COUNTY, KANSAS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the Mid-America Regional Council ("MARC") coordinates the Metropolitan Area Regional Radio System ("MARRS") to make available to participants in the bi-state region a radio communications system for emergency responders and further the interoperability of local government communications; and,

WHEREAS, the citizens of Lee's Summit, Missouri voted to approve a No-Tax increase General Obligation Bond for Public Safety Improvements at the November 8, 2016 general election that, in part, provided funding to join the (MARRS) network; and,

WHEREAS, Motorola Solutions, Inc. ("Motorola") has provided the City with a proposal to purchase and implement a P25 radio system solution to provide enhanced radio coverage, capacity, and reliability throughout the City of Lee's Summit, Missouri and based its' proposal upon a cooperative agreement with Johnson County, Kansas' Regional Purchasing Cooperative; and,

WHEREAS, City of Lee's Summit, Missouri ("City") desires to enter into an agreement for the purchase and implementation of the P25 radio system solution that will facilitate the joining of the MARRS network; and,

WHEREAS, the City Council has authorized the City through Resolution 16-20 to participate in a cooperative purchasing program with Johnson County, Kansas to acquire goods and services in cooperation with other members of the program, thereby realizing cost savings through economies of scale and the reduction of administrative costs.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the Agreement for the purchase and implementation of the P25 radio system solution by and between Motorola Solutions, Inc. and the City of Lee's Summit, Missouri in the amount of \$7,996,943.28, a copy of which is attached hereto as Exhibit A, be and hereby is approved, and the City Manager is authorized to execute the same by and on behalf of the City.

SECTION 2. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 3. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections,

BILL NO. 17-

sentences or clauses.

PASSED by the City Council for the City of Lee's Summit, Missouri, this _____ day of _____ 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Public Safety
Beth Murano

Packet Information

File #: TMP-0743, **Version:** 1

AN ORDINANCE APPROVING THE SALE OF AN IMPROVED LOT LEGALLY DESCRIBED AS LOT 9B, RITTER PLAZA LOT 9A AND LOT 9B, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, FROM HB SUMMIT, LLC, TO VEREIT REAL ESTATE, L.P., AND AUTHORIZATION TO ENTER INTO A TRANSFEREE AGREEMENT BETWEEN VEREIT REAL ESTATE, L.P., HB SUMMIT, LLC, AND THE CITY OF LEE'S SUMMIT.

Issue/Request

Approval of AN ORDINANCE APPROVING THE SALE OF AN IMPROVED LOT LEGALLY DESCRIBED AS LOT 9B, RITTER PLAZA LOT 9A AND LOT 9B, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, FROM HB SUMMIT, LLC, TO VEREIT REAL ESTATE, L.P., AND AUTHORIZATION TO ENTER INTO A TRANSFEREE AGREEMENT BETWEEN VEREIT REAL ESTATE, L.P., HB SUMMIT, LLC, AND THE CITY OF LEE'S SUMMIT.

Background Information:

The City approved and entered into a Tax Increment Financing Contract with Ritter Plaza, LLC for the Ritter Plaza Tax Increment Financing Plan. The Contract and Plan require that subsequent transfers of property within the TIF area be approved by City Council and that all Transferee owners execute a Transfer Agreement or Contract that accepts the requirements and duties of the TIF Contract and Plan.

Council approved the transfer of Lot 9B of the Ritter Plaza Lot 9A and Lot 9B Subdivision on March 16, 2017, from Ritter Plaza, LLC to HB Summit, LLC by passage of Ordinance No. 8120. At that same meeting Council also approved veterinary clinic and pet grooming services as additional uses if they were part of the operation of a stand alone pet store on this same Lot. The pet store is nearing completion and opening for retail business in the immediate future. At this time HB Summit, LLC wishes to transfer title of the Lot to Vereit Real Estate, L.P.. Vereit has agreed to enter into a Transferee Agreement in the form previously approved by Council and which is attached to the Council Bill.

Proposed Committee Motion:

I move to recommend approval to City Council of AN ORDINANCE APPROVING THE SALE OF AN IMPROVED LOT LEGALLY DESCRIBED AS LOT 9B, RITTER PLAZA LOT 9A AND LOT 9B, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, FROM HB SUMMIT, LLC, TO VEREIT REAL ESTATE, L.P., AND AUTHORIZATION TO ENTER INTO A TRANSFEREE AGREEMENT BETWEEN VEREIT REAL ESTATE, L.P., HB SUMMIT, LLC, AND THE CITY OF LEE'S SUMMIT.

Presenter: Nancy K. Yendes, Chief Counsel, Infrastructure and Zoning

Recommendation: Staff recommends approval of this transfer request to permit the transfer of property subject to the Redevelopment Agreement for this TIF area.

File #: TMP-0743, **Version:** 1

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE APPROVING THE SALE OF AN IMPROVED LOT LEGALLY DESCRIBED AS LOT 9B, RITTER PLAZA LOT 9A AND LOT 9B, A SUBDIVISION IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, FROM HB SUMMIT, LLC, TO VEREIT REAL ESTATE, L.P., AND AUTHORIZATION TO ENTER INTO A TRANSFEEE AGREEMENT BETWEEN VEREIT REAL ESTATE, L.P., HB SUMMIT, LLC, AND THE CITY OF LEE'S SUMMIT.

WHEREAS, the City of Lee's Summit ("City") has previously entered into a Tax Increment Financing Contract (the "TIF Agreement") between the City and Ritter Plaza, LLC for the Ritter Plaza Tax Increment Financing Plan (the "Plan"); and,

WHEREAS, the City Council previously approved the transfer of a certain lot legally described as Lot 9B, Ritter Plaza Lot 9A and Lot 9B, a Subdivision in Lee's Summit, Jackson County, Missouri (the "Property") from Ritter Plaza, LLC to HB Summit, LLC on March 16, 2017 by passage of Ordinance No. 8120; and

WHEREAS, HB Summit, LLC is wishing to sell the now improved Property which is part of the Ritter Plaza TIF and CID to VEREIT Real Estate, L.P., a Delaware limited partnership; and,

WHEREAS, Section 29.A., entitled "City Approval of Purchasing Entity" of the Ritter Plaza TIF Agreement provides that the City has sixty (60) days to approve or deny the sale of property within the Redevelopment Area (as defined in the TIF Agreement); and,

WHEREAS, Section 29.A. of the Ritter Plaza TIF Agreement also provides for the buyer to enter into a transferee agreement with the City obligating the buyer to comply with the requirements of the Plan, as set forth in the TIF Agreement, and the obligations of the TIF Agreement relating to the transferred property; and,

WHEREAS, this is a sales agreement which is expected to close this year and ownership will transfer at closing; and,

WHEREAS, VEREIT Real Estate, L.P. intends to purchase the Property, the improvements upon which are leased to PetSmart, Inc., which is operating a PetSmart retail store on the Property, and is the first PetSmart retail store in Lee's Summit, Missouri.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby approves the sale of the improved Property, which is part of the Ritter Plaza TIF and CID from HB Summit, LLC to VEREIT Real Estate, L.P.

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the City Manager, on behalf of the City of Lee's Summit, to execute a Transferee Agreement between the City of Lee's Summit, VEREIT Real Estate, L.P. ("Transferee"), and HB Summit, LLC for the Property, which shall be substantially the same in form and substance as the transferee agreement attached hereto and incorporated by reference as if fully set forth herein.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said city this _____ day of _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Nancy K. Yendes
Chief Counsel of Infrastructure and Planning

TRANSFeree AGREEMENT

This TRANSFeree AGREEMENT (this "Agreement") is dated as of the ____ day of _____, 2017 and is made by and among **HB SUMMIT, LLC**, a Missouri limited liability company ("Summit"), **VEREIT REAL ESTATE, L.P.**, a Delaware limited partnership which is duly authorized to do business in the State of Missouri ("VEREIT" or "Transferee"), and the **CITY OF LEE'S SUMMIT, MISSOURI**, a municipal corporation ("City")

RECITALS

A. On November 17, 2007, the City council of Lee's Summit, Missouri (the "City Council") adopted Ordinance No. 6537 (the "Redevelopment Plan Ordinance") approving the Ritter Plaza Tax Increment Financing Plan ("the Plan").

B. On November 12, 2008, the City and original Developer, RITTER PLAZA, LLC, the Developer of Ritter Plaza, entered into a Tax Increment Finance Contract that set forth the respective obligations and duties of the City and RITTER PLAZA, LLC the Developer, with respect to the implementation of the Plan (the "Contract"), which was subsequently amended by passage of Ordinance No. 7589.

C. With the City's consent granted on March 16, 2017, by passage of Ordinance No. 8120, Summit, was allowed to become a "Transferee" under the Plan, by purchasing a portion of the Redevelopment Area (as defined in the Contract), which is described more fully as ***Lot 9B, RITTER PLAZA LOT 9A and LOT 9B, a Subdivision in Lee's Summit, Jackson County, Missouri*** (the "Property"), from the original Developer, and pursuant to Section 29 of the Contract, Summit was required to enter into a Transferee Agreement to confirm its agreement to comply with the Contract as it relates to the Property.

E. HB SUMMIT, LLC is now desirous of selling the Property to VEREIT, such that VEREIT, will also become a "Transferee" under said Plan as required in Section 29 of the Contract.

NOW THEREFORE, for and in good consideration of the foregoing and the covenants and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among Summit, Transferee and the City as follows:

1. Recitals Incorporated. The above Recitals are hereby incorporated into this Agreement in full and form an integral part hereof.

2. Definitions. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Plan and the Contract.

3. Agreement by Transferee. Transferee acknowledges and agrees that its acquisition of the Property and the transfer of the property to Transferee is subject in all respects to the Contract, the requirements of the Plan, the Redevelopment Plan Ordinance referenced above, and the rights of the City pursuant to the Contract, the Act, and the Redevelopment Plan Ordinance. Transferee hereby agrees that it will comply with the requirements of the Plan and the obligations in the Contract relating to the Property.

4. City's Consent. Upon the execution of this Agreement, the sale of the Property shall be deemed to have been approved and consented to by the City in the manner described in section 29A of the Contract.

5. Representations and Warranties of Transferee. Transferee is a Delaware limited partnership and authorized to conduct its business in the State of Missouri and has all requisite power and authority to enter into, execute this Agreement and to perform its obligations hereunder. Upon its acquisition of title to the Property from Summit, Transferee shall be the sole owner of the Property and landlord under a Lease with PetSmart, Inc., which is operating a PetSmart retail store on the Property. This Agreement, assuming the due execution and delivery hereof by Summit and City, constitutes legal, valid, and binding obligations of the Transferee, enforceable against Transferee in accordance with the terms and conditions herein.

6. Notices. All notices, requests and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid as follows:

If to Summit:

HB Summit, LLC
5341 West 151st Terrace
Leawood, Kansas 66224
Attention: Douglas L. Henzlik

With a copy to:

Duggan Shadwick Doerr & Kurlbaum LLC
11040 Oakmont
Overland Park, Kansas 66210
Attention: Jay T. Shadwick

If to Transferee:

VEREIT Real Estate, L.P.
c/o VEREIT, Inc.
2325 E. Camelback Road, Suite 1100
Phoenix, Arizona 85016
Attention: P. Graham Singer

With a copy to:

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Attention: Andrew C. Williams

If to City:

City Attorney
City Hall
220 SE Green Street
Lee's Summit, MO 64063

7. Successors and Assigns. All rights, benefits and obligations of Summit and Transferee hereunder shall inure to and bind the Summit and Transferee, respectively, and this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

8. Governing Law. This Agreement shall be governed by the laws of the State of Missouri.

9. Counterparts. This Agreement may be executed in one more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

10. Expenses. Except as otherwise provided herein, each of the parties hereto will pay its own costs and expenses, including attorney's fees, incurred by such party or on its behalf in connection with this Agreement and the transactions contemplated herein, except that Summit shall pay for all expenses incurred by the City.

11. Original Developer. Nothing herein relieves any other entity or person who is not a signatory to this agreement from any duties, rights, responsibilities or obligations under the original Plan or any approval of a transfer of the subject Property described herein, nor is it intended to substitute or create any new duty, right, responsibility or obligation for any entity or person not a party hereto. Summit is not relieved of any duties, rights, responsibilities or obligations it incurred as a result of its own Transferee Agreement approved by City Council.

IN WITNESS WHEREOF, the parties have set their hands as of the date shown above.

TRANSFEEE:

VEREIT REAL ESTATE, L.P.,
a Delaware limited partnership

By: VEREIT Real Estate GP, LLC,
a Delaware limited liability company,
its General Partner

By: _____
Name: Daniel T. Haug
Title: Senior Vice President, Legal Services

STATE OF ARIZONA
COUNTY OF MARICOPA

On this ____ day of _____, 2017, before me, personally appeared **Daniel T. Haug**, as Senior Vice President, Legal Services of **VEREIT Real Estate GP, LLC**, a Delaware limited liability company and the General Partner of **VEREIT REAL ESTATE, L.P.**, a Delaware limited partnership, on behalf of said companies, personally appeared before me, and duly acknowledged to me that he executed it in such capacity and on behalf of said companies.

Notary Public

My Commission Expires: _____

CITY:

THE CITY OF LEE'S SUMMIT, MISSOURI

By: _____

Name: _____

Title: City Manager

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this ____ day of _____, 2017 before me, a Notary Public in and for said state, personally appeared _____, the _____ of the City of Lee's Summit, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal the day and year last above written.

[SEAL]

Notary Public in and for said County
and State

My Commission Expires:

Printed Name: _____

Packet Information

File #: TMP-0737, **Version:** 1

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-130 FOR TWO ONE-YEAR CONTRACTS WITH THREE (3) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COMPOUND WATER METERS TO HD SUPPLY AND DISPLACEMENT WATER METERS TO MIDWEST METER FOR THE WATER UTILITIES DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH HD SUPPLY AND MIDWEST METER BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Key Issues

The Water Utilities uses water meters throughout the City to measure the amount of water consumption by customers. Water Utilities Operations Division provide meters and supplies for new connections to the City's mains. Inventory levels are adjusted as changes in growth trends occur. The projected budget was based on current anticipated growth projections and specific number of meters will be determined based on new connections and need for replacements.

The Water Utilities Business Services Division uses meters for repairs and replacements. Meters are replaced as part of the meter maintenance program based on recommended replacement schedule established by American WaterWorks Association (AWWA). Meters slow as they age and consequently have a negative impact on accurate consumption and billing. Residential meters such as a 5/8" x 3/4" meter are recommended to be replaced every 15 years. Other replacements are based on the age and the volume of water that is recorded. Inventory is also necessary for meters that have been damaged or fail to operate correctly.

Background

The Procurement and Contract Services Division issued Bid Number 2017-130. The Bid was posted on the City's website, as well as the City's e-procurement system, Public Purchase, which notified 78 possible vendors and 33 suppliers accessed the bid. The bid was e-mailed directly to local suppliers. A total of three (3) firms submitted bids as of the opening date.

Based upon the evaluation of bid responses, it is recommended to split the award of Bid Number 2017-130 to HD Supply and Midwest Meter. The award of the displacement meters to Midwest Meter was based on their bid as the lowest and best bid that met bid specifications for those specifications. The award of the compound meters is recommended to HD Supply, who was the only responsive bidder for those specifications.

The Utility requested meters that would serve all the needs of the Utility through a single bid.

Proposed City Council Committee Motion: I move to recommend to the City Council approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-130 FOR TWO ONE-YEAR CONTRACTS WITH THREE (3) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COMPOUND WATER METERS TO HD SUPPLY AND DISPLACEMENT WATER METERS TO MIDWEST METER FOR THE WATER UTILITIES DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH HD SUPPLY AND MIDWEST METER BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Proposed Council Motions:

FIRST MOTION: I move for second reading of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-130 FOR TWO ONE-YEAR CONTRACTS WITH THREE (3) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COMPOUND WATER METERS TO HD SUPPLY AND DISPLACEMENT WATER METERS TO MIDWEST METER FOR THE WATER UTILITIES DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH HD SUPPLY AND MIDWEST METER BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

SECOND MOTION: I move for adoption of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-130 FOR TWO ONE-YEAR CONTRACTS WITH THREE (3) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COMPOUND WATER METERS TO HD SUPPLY AND DISPLACEMENT WATER METERS TO MIDWEST METER FOR THE WATER UTILITIES DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH HD SUPPLY AND MIDWEST METER BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Staff Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-130 FOR TWO ONE-YEAR CONTRACTS WITH THREE (3) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COMPOUND WATER METERS TO HD SUPPLY AND DISPLACEMENT WATER METERS TO MIDWEST METER FOR THE WATER UTILITIES DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH HD SUPPLY AND MIDWEST METER BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Presenter: Brent Boice, Assistant Director of Business Services, Lee's Summit Water Utilities

BILL NO.

ORDINANCE NO.

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2017-130 FOR TWO ONE-YEAR CONTRACTS WITH THREE (3) POSSIBLE ONE-YEAR CONTRACT RENEWALS FOR COMPOUND WATER METERS TO HD SUPPLY AND DISPLACEMENT WATER METERS TO MIDWEST METER FOR THE WATER UTILITIES DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME WITH HD SUPPLY AND MIDWEST METER BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the Water Utilities Department regularly must procure meters for the measurement of water for the billing of water and sewer accounts; and,

WHEREAS, the City of Lee's Summit issued Bid No. 2017-130 in order to seek qualified firms to provide pricing for displacement and compound meters that are routinely needed in the Water Utilities Department; and,

WHEREAS, the City advertised the Bid on its e-bidding system, Public Purchase, which notified 78 possible vendors, with notifications of the Bid sent to local suppliers directly; and,

WHEREAS, as of the close of the time period for submission and the bid opening date, a total of three (3) bids were received by the City; and,

WHEREAS, based upon the evaluation of bids, the project evaluation committee recommended award of Bid No. 2017-130 to HD Supply for compound meters and Midwest Meter for displacement meters.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That Bid No. 2017-130 be and hereby is awarded to HD Supply for compound meters and Midwest Meter for displacement meters.

SECTION 2. That the Agreements by and between the City of Lee's Summit, Missouri and HD Supply and Midwest Meter generally for the purpose of provision of water meters for the Water Utilities Department, a true and accurate copy being attached hereto as Exhibit "A" and incorporated herein by reference be and the same is hereby approved, and City Manager is hereby authorized to execute the same by and on behalf of the City of Lee's Summit, Missouri.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its adoption, passage, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri this ____ day of _____, 2017.

Mayor *Randall L. Rhoads*

BILL NO.

ORDINANCE NO.

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said City this _____ day of _____, 2017.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations/Deputy City Attorney
Jackie McCormick Heanue

CITY OF LEE'S SUMMIT, MO-PURCHASING DIVISION - UNOFFICIAL BID TABULATION

This is an unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids

BID NO.: 2017-130

PROJECT: Water Meters

DATE/TIME: June 2, 2017 @ 10:00 am

OPEN BY: ddt

Material UID	Description	Unit	Est	HD Supply			Midwest Meter			Mueller Systems			
				Unit Cost	Total Cost	Mfr	Unit Cost	Total Cost	Mfr	Unit Cost	Total Cost	Mfr	
Mtr ¾" Displ	¾" Positive displacement lead free bronze alloy meter w/ cast iron bottom plate, in gallons w/ Itron connector and 100W ERT.	EA	20	\$153.50	\$3,070.00	Sensus	\$190.88	\$3,817.60	Badger	\$278.25	\$5,565.00	Mueller	
Mtr 5/8" x ¾" Displ	5/8" x ¾" Positive displacement lead free bronze alloy meter w/ cast iron bottom plate, in gallons w/ Itron connector and 100W ERT.	EA	4500	\$93.95	\$422,775.00	Sensus	\$146.00	\$657,000.00	Badger	\$252.75	\$1,137,375.00	Mueller	
Mtr 1" Displ	1" Positive displacement lead free bronze alloy meter w/ cast iron bottom plate, in gallons w/ Itron connector and 100W ERT.	EA	60	\$185.00	\$11,100.00	Sensus	\$218.00	\$13,080.00	Badger	\$345.00	\$20,700.00	Mueller	
Mtr 1½" Displ	1½" Single dial displacement meter in gallons w/ Itron connector and 100W ERT.	EA	20	\$417.00	\$8,340.00	Sensus	\$427.00	\$8,540.00	Badger	\$556.50	\$11,130.00	Mueller	
Mtr 2" Displ	2" Single dial displacement meter in gallons w/ Itron connector and 100W ERT.	EA	30	\$573.00	\$17,190.00	Sensus	\$574.15	\$17,224.50	Badger	\$609.75	\$18,292.50	Mueller	
Mtr 2" Cmpd 17" Lgth	2" Omni C2 17" Length Single dial, all wheel, 100 gal Compound Meter w/ test plug and Itron connector, or aa	EA	12	\$1,089.00	\$13,068.00	Sensus	No Bid			No Bid			
Mtr 2" Cmpd 15.25" Lgth	2" Omni C2 15.25 Length Single dial w/ test plug and Itron connector, or aa	EA	10	\$1,089.00	\$10,890.00	Sensus	No Bid			No Bid			
Mtr 3" Cmpd	3" Omni C2 Single dial, all wheel, 100 gal Compound Meter w/ test plug and Itron connector, or aa	EA	10	\$1,372.00	\$13,720.00	Sensus	No Bid			No Bid			
Mtr 4" Cmpd	4" Omni C2 Single dial, all wheel, 100 gal Compound Meter w/ test plug and Itron connector, or aa	EA	7	\$2,363.00	\$16,541.00	Sensus	No Bid			No Bid			
Mtr 6" Cmpd	6" Omni C2 Single dial, all wheel, 100 gal Compound Meter w/ test plug and Itron connector, or aa	EA	2	\$4,060.00	\$8,120.00	Sensus	No Bid			No Bid			
Mtr 8" Cmpd	8" Omni C2 Single dial, all wheel, 100 gal Compound Meter w/ test plug and Itron connector, or aa	EA	1	\$6,995.00	\$6,995.00	Sensus	No Bid			No Bid			
TOTAL					\$531,809.00		\$699,662.10			\$1,193,062.50			
Meter must meet AWWA, NSF, ANSI, & EPA Standards and the lead-free provisions of the Safe Drinking Water Act.					Yes		Yes			Yes			
Meter must be tested by manufacture prior to shipment and test results attached to meter body.					Yes		Yes			Yes			
Displacement meter encoder shall have a glass face and non corrosive bottom with an adhesive seal.					Yes		Yes			Yes			
Displacement meter encoder shall have the ability to be factory programmed to output 4,5,6,7, or 8 dials of resolution.					Yes		Yes			Yes			
Displacement meters must have a bottom plate designed to yield or break under normal freezing conditions to minimize damage to meter parts.					Yes		Yes			Yes			
Displacement meters must have a molded ERT clip on the register casing.					Yes		Yes			Yes			
Bidder shall provide detailed specific warranties and guaranties to this bid.					Yes		Yes			Yes			
During the course of the contract year, the using department(s) may need to order items not specifically listed above. Please state any discounts for such purposes from your listed prices.					10%		0%			25%			
City standard payment terms are Net 30 after receipt of invoice. State any discounts offered for early payment.										2% 30 days, net 31			
Delivery Time (after receipt of Purchase Order).							30 days			30 days			
Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.14?					Yes		Yes			Yes			
Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.14?					Yes		Yes			Yes			
					* 100W ERT not included						* 100W		

Packet Information

File #: TMP-0094, **Version:** 1

AN ORDINANCE AUTHORIZING THE CREATION OF A COMMUNITY FOUNDATION TO BE KNOWN AS THE CITY OF LEE'S SUMMIT COMMUNITY FOUNDATION; AND APPROVING THE BYLAWS OF THE SAME.

Issue/Request:

Consideration of an Ordinance Creating the City of Lee's Summit Community Foundation within the organization of the Truman Heartland Community Foundation.

Key Issues:

Occasionally the City receives inquiries regarding donating to the City for a specific purpose; trees for a beautification project or donating to the Animal Shelter, for example. The creation of the Community Foundation assures individuals that funds will be used for the designated purpose and provides the benefit of the 501(c)3. The benefit of the Truman Heartland Community Foundation is the non-profit infrastructure is already in place, including financial accountability and administration.

The Truman Heartland Community Foundation has been an active participant on important community issues in Lee's Summit. It is through this positive working relationship that they have provided an opportunity to create the Lee's Summit Community Foundation and related sub-funds. Typically this number of sub-funds would not be allowed without significantly higher funding levels, however they understand the importance of accountability and choice for our citizens.

Attached is the fee schedule for the administration of the funds. City staff has reviewed the schedule and has determined the fees to be reasonable.

Proposed Committee Motion:

I move to recommend to City Council an Ordinance creating the City of Lee's Summit Community Foundation.

Background:

LSCF Statement of Purpose:

The mission of the Fund is to provide funding for special projects of interest to the citizens of the City of Lee's Summit from the donations made to the Fund held by the Truman Heartland Community Foundation.

Board of Trustees:

The number of Trustees of the Fund shall be five (5). The Trustees shall be the individuals holding the following offices: The City Manager of the City of Lee's Summit, the Finance Director of the City of Lee's Summit, the Chief of Police of the City of Lee's Summit, the Fire Chief of the City of Lee's Summit and the City Attorney for the City of Lee's Summit. The Trustees shall elect from its membership annually, a Chairman, Vice-Chairman,

and Secretary/Treasurer.

Descriptions of the Five Sub-Funds:

1. Cultural Arts. This sub fund shall be utilized to advance cultural arts within the City, including but not limited to public art, facilities whose primary purpose is the arts and performance art available to the public.
2. Public Safety. This sub fund shall be utilized to enhance public safety and/or emergency services in the City, including but not limited to training, capital, and equipment.
3. Animal Welfare. This sub-fund shall be utilized to advance animal welfare in the City, including but not limited to support of the Animal Shelter, educational programs and animal adoption.
4. Environment and Beautification. This sub-fund shall be utilized to enhance environmental protection and beautification within the City including but not limited to water and air quality, erosion control, and landscape and planting of public facilities.
5. K-9 Unit. This sub-fund shall be utilized to provide funding for K-9 Units for the City including but not limited to purchase and training of K-9 units, officer training, housing and feeding, veterinary care, and capital equipment necessary to utilize the K-9 Unit.

Presenter: Stephen Arbo

Recommendation: Staff recommends approval

Committee Recommendation: N/A

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CREATION OF A COMMUNITY FOUNDATION TO BE KNOWN AS THE CITY OF LEE'S SUMMIT COMMUNITY FOUNDATION; AND APPROVING THE BYLAWS OF THE SAME.

WHEREAS, it is the desire of the Council of the City of Lee's Summit to form a foundation under the larger Truman Heartland Community Foundation to allow citizens and others flexibility in charitable giving to the City; and,

WHEREAS, the Truman Heartland Community Foundation is a well known organization in the area providing the support structure for smaller charitable foundations; and,

WHEREAS, the formation of such a Community Foundation will assist in the enhancement of the quality of life for the citizens of Lee's Summit.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the formation of the City of Lee's Summit Community Foundation as a fund of the Truman Heartland Community Foundation be and the same is hereby authorized.

SECTION 2. That the Bylaws of the City of Lee's Summit Community Foundation, a true and accurate copy being attached hereto as Exhibit "1" are hereby approved.

SECTION 3. That the City Manager is hereby authorized to take any and all actions as may be deemed necessary, desirable, convenient or proper to carry out and comply with the intent of this ordinance with regard to the formation and operation of the fund.

SECTION 4. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2017.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

BILL NO.

ORDINANCE NO.

APPROVED by the Mayor of said city this _____ day of _____, 2017.

ATTEST:

Mayor Randall L. Rhoads

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

City Attorney Brian W. Head

CITY OF LEE'S SUMMIT COMMUNITY FOUNDATION

BYLAWS

ARTICLE I - NAME

This organization shall be known as the City of Lee's Summit Community Foundation (the Fund). The registered agent and registered office will be determined by a Resolution of the Board of Trustees.

ARTICLE II - STATEMENT OF PURPOSE

The mission of the Fund is to provide funding for special projects of interest to the Citizens of the City of Lee's Summit from the donations made to the Fund held by the Truman Heartland Community Foundation.

ARTICLE III - MEMBERSHIP

The Fund does not have members.

ARTICLE IV - THE BOARD OF TRUSTEES

Section 1. General Powers.

(a). All powers shall be exercised by or under the authority of, and the business and affairs of the Fund shall be managed under, the direction of the Board of Trustees.

(b). The Board of Trustees shall have all powers necessary to carry out the purpose described herein including but not limited to the authority to accept funds, services and goods by grant, donation, bequest, transfer or devise and to contract or otherwise provide for the acquisition of goods, and/or services and to construct or cause to be constructed improvements within the City consistent with the provisions herein.

(c). All such donations of funds, services, or goods whether by grant, donation, bequest, transfer or devise shall be used in accordance with the wishes or terms of the donation provided that those wishes or terms are not prohibited by law and are consistent with the general purpose of the fund.

Section 2. Number, Tenure, and Qualification.

The number of Trustees of the Fund shall be five (5). The Trustees shall be the individuals holding the following offices: The City Manager of the City of Lee's Summit, the Finance Director of the City of Lee's Summit, the Chief of Police of the City of Lee's Summit, the Fire Chief of the City of Lee's Summit and the City Attorney for the City of Lee's Summit. The Trustees shall elect from its membership annually, a Chairman, Vice-Chairman, and Secretary/Treasurer.

Section 3. Term.

A Trustee shall serve so long as he or she shall hold the office as described above.

Section 4. Ex-Officio Members.

The Board of Trustees may appoint such ex-officio members as it shall deem necessary for the proper exercise of its duties described herein. Ex-officio members are entitled to notice of, and attendance at, all meetings and shall have the right to speak at such meetings, but shall not have the right to vote.

Section 5. Initial Board.

The initial board shall be:

Steve Arbo, City Manager
Conrad Lamb, Finance Director
W. Travis Forbes, Police Chief
Rick Poeschl, Fire Chief
Brian Head, City Attorney

Section 6. Compensation. Directors as such shall not receive additional compensation of any kind for their services.

Section 7. Meetings.

Meetings of the Board of Trustees may be scheduled at such times and at such places as the Trustees deem appropriate and shall be conducted at least annually. The Chair may call a special meeting of the Trustees for any purpose upon notice being given at least two (2) days in advance of the meeting. A majority of the Board of Trustees shall constitute a quorum at any meeting of the Fund. Minutes shall be taken of the proceeding of the Board of Trustees. The Agenda for the annual meeting shall be as follows:

- (1) Call to order by the Chairman;
- (2) Approval of minutes of the preceding meeting;
- (3) Committee reports;
- (4) Reports of officers;

- (5) Any business;
- (6) Recognition of Directors who shall immediately assume office;
- (7) Election or appointment by current Directors of officers of the Corporation.

(a) Special Meetings.

Special meetings of the Board of Trustees may be called by the Chair of the Board, by the Vice-Chair, or by any two (2) Trustees. The person or persons who call a special meeting of the Board of Trustees may fix the place for holding such special meeting.

(b) Notice.

Notice of any special meeting shall be given in accordance with Chapter 610 RSMo. at least two (2) days before the meeting by written notice delivered personally, or by email, or fax to each Trustee at his business address, unless in case of emergency, the Chair or the Vice-Chair of the Board of Trustees shall prescribe a shorter notice to be given personally, or, by communicating to each Trustee at his email address, residence or business address in like manner. Any Trustee may waive notice of any meeting, before or after the meeting, as provided in these Bylaws.

(c) Manner of Acting.

The act of the majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees. Such actions shall take the form of resolutions and shall be included in the corporate records of the Fund.

(d) Presumption of Assent.

A Trustee of the Fund who is present at a meeting of the Board of Trustees at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

Section 8. Conflict of Interest.

Any Trustee of the Fund who determines that he or she has a legal conflict of interest shall recuse him or herself from discussion and voting on any such issue. The Board of Trustees may authorize an ex officio member to participate and vote on any such issue for which a conflict has been declared. Conflict of interest shall be as defined in Article IX here in below.

Section 9. Delegation and Expenses.

(a) Any action required or permitted to be taken by the Board of Trustees under these Bylaws or any provision of law may be delegated by the Board to the Chair or to any committee of the Board.

(b) Committees may include as committee members persons from the community and other professionals who are not Board members, provided the membership of the committee is approved by the Board.

(c) Trustees may not be compensated for their roles as Trustees. No Trustee shall be employed or otherwise receive compensation from the Fund for their duties as Trustees.

Section 10. Voting Means.

Voting on all matters, including the election of Trustees and officers, shall be conducted in person. Proxy voting shall not be allowed.

Section 11. Reserved Powers.

The Board of Trustees shall be empowered to make any and all regulations, rules, policies, user agreements, terms of use, and other such decisions as may be necessary for the continued functioning of the Fund not inconsistent with these bylaws.

Section 12. Acceptance of Trusteeship.

Any person wishing to serve as a Trustee described herein shall first review a copy of these by-laws and shall accept the duties and responsibilities included herein in writing.

ARTICLE V - OFFICERS AND DUTIES

Section 1. Number.

The Board of Trustees shall elect from among its members a Chair and a Vice-Chair. The Board of Trustees shall also elect a Secretary/Treasurer, who may be, but need not be, a Trustee.

(a) CHAIR.

The Chair shall, when present, preside at all meetings of the Board of Trustees. The Chair shall have general supervision of the affairs of the corporation and shall make reports to the Board of Trustees at meetings and other times as necessary to keep Trustees informed of corporation activities. The Chair may sign, with the Secretary or any other proper officer of the Fund thereunto authorized by the Board of Trustees, any deeds, contracts, or other instruments which the Board of Trustees has authorized to be executed, except in

cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by these bylaws to some other officer or agent of the Fund, or shall be required by law to be otherwise signed or executed. The Chair shall, in general, perform all duties as from time-to-time may be assigned to them by the Board of Trustees.

(b) **VICE-CHAIR.**

The Vice-Chair shall perform the duties and have the powers of the Chair when the Chair is absent or unable to perform their duties. Other duties of the Vice-Chair may be designated by the Board of Trustees or the Chair.

(c) **SECRETARY/TREASURER.**

The Secretary/Treasurer shall keep accurate records of all Fund meetings; ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; maintain corporate records; shall request and accept reports from the Truman Heartland Community Foundation (THCF) who shall be the custodian of funds held in the name of the City of Lee's Summit Community Foundation; and shall promptly notify the THCF of decisions of the Board of Trustees.

Section 2. **Term.**

These officers shall be elected for one (1) year terms of office by majority vote of the entire Board and may be re-elected at the expiration of their term.

Section 3. **Removal.**

Any Officer may be removed from such office by a majority of the entire Board of Trustees whenever, in its judgment, the best interests of the Fund would be served thereby.

Section 4. **Vacancies.**

A vacancy, however occurring, in any office, may be filled by the Board of Trustees for the unexpired portion of the term.

Section 5. **Resignations.**

Any officer of the Fund may resign his or her office at any time by giving written notice to the Board of Trustees, to the Board Chair, to the Vice-Chair, or to the Secretary/Treasurer of the Fund. Any such resignation shall take effect at the time specified therein, or, if the time be not specified therein, upon its acceptance by the Board of Trustees.

ARTICLE VI - ASSETS

Section 1. Dedication of Assets.

The property of this Fund is irrevocably dedicated to charitable purposes and no part of the net income or assets of this Fund shall ever inure to the benefit of any Trustee, officer or members thereof or to the benefit of any private individual.

Section 2. Distribution of Assets.

Upon the dissolution or winding-up of this Fund, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Fund shall be distributed to the TCHF or its successor in interest. In the event that the TCHF or its successor do not qualify to accept the assets of this Fund then to another nonprofit fund, or Fund, chosen by the Board of Trustees, which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1954, or corresponding provisions of subsequent federal tax laws.

ARTICLE VII - CONTRACTS, LOANS, CHECKS, DEPOSITS, AND PURCHASING

Section 1. Contracts.

The Board of Trustees may authorize any officer or officers, agent or agents to enter into a binding Contract on behalf of the Fund, unless otherwise restricted by law. Such authority may be general or confined to specific instances.

Section 2. Loans.

No loans shall be contracted on behalf of the Fund.

Section 3. Checks, Drafts, Etc.

The Fund shall not maintain any accounts nor shall it enter into any form of indebtedness.

Section 4. Deposits.

All funds held by the THCF shall be deposited as provided by the by-laws and policies of the THCF.

Section 5. Applicability of Policies.

All policies of the City of Lee's Summit, including but not limited to contracting and purchasing shall apply to the Fund.

ARTICLE VIII - INDEMNIFICATION

The members of the Board of Trustees shall be indemnified by the City of Lee's Summit to the same extent as any other board of the City.

ARTICLE IX - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any Trustee of the Fund under the provisions of these Bylaws or under the provisions of its Articles of Incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, or by electronic means sufficient to authenticate the sender, date and time, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X - MISCELLANEOUS

Section 1. Amendment.

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority of the entire Board of Trustees at any regular meeting or special meeting, provided that at least ten (10) days' written notice is given of the intention to alter, amend or repeal or to adopt new Bylaws at such meeting. No such amendment; however, shall be effective without first being ratified by resolution of the Council of the City of Lee's Summit.

Section 2. Audit, and Review.

Any audit performed of the Fund held by the THCF shall be provided to the Board of Trustees. The Board may request reports quarterly of the THCF of any activity in the Fund. All such reports including any audit shall be provided to the City of Lee's Summit.

Section 3. Delivery of Notices.

Whenever any notice is required by the Bylaws, it shall be deemed to be sufficient if mailed via First Class Mail to the last known address of the intended recipient or to the last known email address of the member. Such notice may be waived in writing by the intended recipient.

ARTICLE XI – CONFLICTS OF INTEREST

The Board of Trustees shall avoid actual and perceived conflicts of interest. The Board of Trustees have the duty and responsibility of managing the affairs of the Fund honestly and prudently, and of exercising their best care, skill and judgment for the sole benefit of the Fund. The Board of Trustees shall exercise⁴ the utmost good faith in all transactions involved in their duties. The Board of Trustees shall not use their positions with the Fund or knowledge gained therefrom for their personal benefit. The interests of the Fund must be the first priority in all decisions and actions.

The Board of Trustees and each individual Trustee have a duty to the Fund's mission when acting on behalf of the Fund. This duty requires recognition of and appropriate response to any real or perceived conflict of interest. A conflict may exist when a Trustee participates in an issue on behalf of the Fund while the individual has or previously had a personal responsibility outside of the fund and outside of his or her duties with the City of Lee's Summit that could cause such individual to address the issue with less than complete, unbiased decision making with respect to the Fund.

Interactions that may result in an actual or perceived conflict of interest include, but are not limited to situations which involve Trustees or officers with any of the following third parties:

- Persons and firms supplying goods and services to the Fund;
- Persons and firms from whom the Fund leases property and equipment;
- Persons and firms with whom the Fund is dealing or planning to deal in connection with the gift, purchase, or sale of real estate, securities, or other property;
- Competing or affinity organizations;
- Donors and others supporting the Fund;
- Agencies, organizations and associations which affect the operations of the Fund;
- Family members, friends, and other employees.

Circumstances which may result in an actual or perceived conflict of interest with a third party, including, but not limited to those listed above, may include:

- Owning stock or holding debt or other proprietary interests in any third party dealing with the Fund;
- Holding office, serving on the board, participating in management, or being otherwise employed or formerly employed with any third party, other than the City of Lee's Summit, dealing with the Fund;
- Receiving remuneration for services with respect to individual transactions involving the Fund;
- Using the Fund's time, equipment, supplies or good will for other than approved activities, programs and purposes;

- Receiving personal gifts or loans from third parties dealing or competing with the Fund.

The areas of conflicting interest listed above are not exhaustive. Conflicts may arise in other areas or through other relations. It is presumed that the Board members, officers, and employees will recognize such areas by relation and analogy.

It is the policy of Board of Trustees to deal with conflicts of interest as well as perceived conflicts of interest in an open and direct manner. In accordance with this policy, all Board members and officers are required to disclose any actual or perceived conflict to the Board of Trustees in an open meeting. The actual or perceived conflict shall then be recorded in the minutes, and shall remove himself or herself from participation in any related discussions or decision-making by the Board of Trustees. However, a Board member or officer may, if requested by the Board, provide factual information that may assist the Board in its deliberations. A Board member, or officer may seek guidance from the Board as to whether a particular activity or relationship constitutes an actual or perceived conflict of interest.

Conflicted or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Trustees which authorizes the contract or transaction.

ARTICLE XII – BOOKS & RECORDS

The Board of Trustees shall keep correct and complete books and records of account, shall keep Minutes of the proceedings of the Board and committees having any of the authority of the Board, and shall keep, at the registered or principal office, a record giving the names and addresses of the members of the Board. Documents shall be retained and destroyed as provided in Exhibit “A” attached hereto.

ARTICLE XII – SEVERABILITY

If any provision of these By-Laws shall be held invalid or unenforceable, such invalidity or non-enforceability shall not affect any other provisions hereof, and these By-Laws shall be construed and enforced as if such provision had not been included.

Adopted by the Council of the City of Lee’s Summit, Missouri by Ordinance No.

_____, on the _____ day of _____, 2017.

Mayor, *Randall L. Rhoads*

ATTEST:

City Clerk, *Denise Chism*

(SEAL)

APPROVED AS TO FORM:

City Attorney, *Brian W. Head*

**CERTIFICATE OF RESOLUTION OF THE CITY
OF LEE’S SUMMIT COMMUNITY
FOUNDATION
Resolution NO. 2018-001**

KNOW ALL MEN BY THESE PRESENTS that at a meeting of the Board of Directors of the Lee’s Summit Community Foundation, called pursuant to the provisions of the bylaws and, held on _____, ____ (month)____ (date), 2018, at _____ o’clock pm/am at Lee’s Summit City Hall, 220 SE Green St., Lee’s Summit, Missouri, there being a quorum of the Trustees present the following resolutions were adopted.

Section 1. **BE IT RESOLVED** that on _____ the Council of the City of Lee’s Summit did authorized by ordinance no. _____ the formation of a charitable fund within the larger organization of the Truman Heartland Community Foundation to be known as “The City of Lee’s Summit Community Foundation”, hereafter LSCF. Ordinance no. ___ is attached hereto as Exhibit “1”. A copy of the duly executed bylaws approved by the Council of the City of Lee’s Summit pursuant to said ordinance are attached hereto as Exhibit “2”

Section 2. **BE IT RESOLVED** that pursuant to the Direction of the Council of the City of Lee’s Summit and in accordance with the bylaws the Board of Trustees of the LSCF does hereby approve the Instrument of Transfer (Organization of Master Fund) attached hereto as Exhibit “3” and further authorizes the Chairman to execute the same.

Section 3. **BE IT RESOLVED** that the Board of Trustees of the LSCF does hereby accept the Administrative Fee Schedule attached to the Instrument of Transfer described in Section 2 above and does approve the same.

Section 4. **BE IT RESOLVED** that the Board of Trustees of the LSCF does hereby direct that all funds held be invested in the Community Foundation Investment Pool attached to the Instrument of Transfer described in Section 2 above and does approve the same.

Section 5. **BE IT RESOLVED** that the Board of Trustees does wish to create within the larger fund, five (5) sub-funds:

1. Cultural Arts. This sub fund shall be utilized to advance cultural arts within the City, including but not limited to public art, facilities whose primary purpose is the arts and performance art available to the public.
2. Public Safety. This sub fund shall be utilized to enhance public safety and/or emergency services in the City, including but not limited to training, capital, and equipment.

3. Animal Welfare. This sub-fund shall be utilized to advance animal welfare in the City, including but not limited to support of the Animal Shelter, educational programs and animal adoption.
4. Environment and Beautification. This sub-fund shall be utilized to enhance environmental protection and beautification within the City including but not limited to water and air quality, erosion control, and landscape and planting of public facilities.
5. K-9 Unit. This sub-fund shall be utilized to provide funding for K-9 Units for the City including but not limited to purchase and training of K-9 units, officer training, housing and feeding, veterinary care, and capital equipment necessary to utilize the K-9 Unit.

The undersigned state that the above Resolutions were adopted by a vote of _____ of the Board of Trustees at the meeting then held.

Chairman

ATTEST:

Secretary



INSTRUMENT OF TRANSFER Organization Master Fund

Truman Heartland Community Foundation
4200 Little Blue Parkway, Ste. 340
Independence, Missouri 64057

We, CITY OF LEE'S SUMMIT (hereinafter called the "Organization"), hereby transfer cash or other property to establish the CITY OF LEE'S SUMMIT ORGANIZATION Fund (hereinafter called the "Fund") at The Truman Heartland Community Foundation (hereinafter called the "Community Foundation"). The Community Foundation is authorized to accept additional contributions to the Fund in terms substantially similar to those set forth herein.

The initial purpose of the Fund shall be to establish an unrestricted fund for the Organization. At the request of the Organization, additional named sub-funds may be established within the Fund provided that the establishing gift meets the Community Foundation minimum policy (currently \$5,000 per sub-fund). The Organization shall specify the following in writing to the Community Foundation when requesting the establishment of a new sub-fund: name; a description of the charitable purpose(s) and/or program(s) to be supported; endowment or non-endowment designation; and any other information, restrictions or grant administration as may be required.

We desire that the annual net income and/or principal from the Fund be distributed to the Organization for its unrestricted use. For grant distributions from endowment sub-funds, it is intended that grants will be made to the Organization from net income only. At the discretion of the Organization, *net income shall be defined as an amount that shall be computed annually based upon the current spending policy of the Community Foundation (currently 5% of the average past three year-end Fund balances).*

We hereby acknowledge receipt of the Administrative Fee Schedule attached hereto as **Exhibit A** and accept the terms of said schedule. We further understand the fee schedule is subject to modification and may be increased or decreased at the sole discretion of the Community Foundation's Board of Directors (hereinafter referred to as "Board of Directors"). We agree to be bound by the most current schedule of fees published by the Community Foundation. Furthermore, we are familiar with the Community Foundation's Fund Investment Program and recommend the allocation, as described on **Exhibit B**, be applied to the Fund. We further understand that prior to receipt of a signed Investment Recommendation Form all contributions to the Fund will be held in the THCF Money Market account.

Requests for distributions from the Fund may be made upon the Community Foundation's receipt of the written recommendation of two of the following officers of the Organization: [**Sample Officers: president and chief executive officer, vice president of operations, or the secretary/treasurer.**] A list of those current officers of the Organization is attached hereto as **Exhibit C**. As long as the Organization remains in good standing as a public charity, the Community Foundation will not unreasonably withhold a distribution that is recommended by the Organization.

We are familiar with and accept the terms of the procedures for the establishment and operation of funds of the Articles of Restatement of Articles of Incorporation of the Community Foundation (hereinafter called the "Articles"). We are aware that Article VIII, Section F of the Articles, gives the Board of Directors the power to modify or override any restriction or condition on the distribution of funds if in the sole judgment of the Board of Directors such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or is inconsistent with the charitable needs of the community to which the Foundation serves. We also understand that the Community Foundation, through its duly authorized committees, reserves the right to make the final decision regarding distributions from the Fund.

In the event that the Organization and its legal successors cease to exist, we request that the Fund be converted to a field of interest fund from which grants will be distributed to charitable agencies providing similar services as currently being provided by the Organization.

Yours very truly,

CITY OF LEE'S SUMMIT

Mr. Steve Arbo

City Administrator

City of Lee's Summit - Administration

220 SE Green Street

Lee's Summit, MO 64063

Steve Arbo, City Administrator

Date Signed

Organization Signature

Date Signed

Accepted By
Truman Heartland Community Foundation:

President & CEO Signature

Date Signed



**DESIGNATED/ORGANIZATION MASTER FUND
ADMINISTRATIVE FEE SCHEDULE
Exhibit A**

As a not-for-profit organization, Truman Heartland Community Foundation's mission is to improve the quality of life in our communities through charitable giving. The fees paid by our fund holders make possible the grants and community action undertaken by the Community Foundation. Our many services are linked by our organizing principle: the needs of the community come first (see your benefits at www.thcf.org).

The schedule below represents the maximum fee based on total dollars in a fund. Each month 1/12 of the applicable rate is applied to the average balance.

Annual Administrative Fees	
The Market Value of Fund Assets (based on total assets of all organization funds)	
\$250 minimum fee	
1.00% on the first \$500,000	
0.60% on the next \$500,000	
0.30 on the next \$2 million	
0.25 on all over \$3 million	
<i>As additional services are requested, fees may be subject to increase.</i>	

- For newly established funds, the minimum annual fee is prorated over the remainder of the year.
- A **one-time charge of \$100** is made at the time of establishment.
- **Administrative fees may be assessed up to 1.5%** for other services including but not limited to: providing tax deductible receipts for donors under \$250, large number of transactions, monthly fund statements, statements to multiple representatives and in multiple formats, and supplementary accounting reports.
- Funds will be charged for any extraordinary direct expenses incurred on behalf of a specific fund (such as commission for sale of contributed stock to the funds, etc.).

Base Fee Rate: _____%

By _____
Phillip J. Hanson, President & CEO



INVESTMENT RECOMMENDATION FORM

Exhibit B

Fund Name: City of Lee's Summit Organization Fund

SubFund Fund ID:

The Community Foundation offers donors the flexibility of having their own trusted financial advisor manage the investments of their fund, selecting the THCF Recommended Mix, or an allocation into four different types of investments. Please indicate the investment option preferred or the percentage of the funds you would like invested in each of the categories.

Option 1: I want my fund to be advised by my financial advisor listed below:

Advisor Name:
Company Name:
Address:
City/State/Zip:
Phone: Email:

Option 2: I want my fund to be invested in the Community Foundation's Investment Pool.

My Investment Recommendation (Only Complete if you select Option 2):

- Long-Term Mix 1 - Recommended Mix
Long-Term Mix 2 - American Funds - 100% American Balanced Fund
Risk Averse Mix - 100% Money Market and CD Pool
Create Your Own Mix - Money Market%, Fixed Income%, Equity%

Donors may recommend changes to investment allocation as needed to accomplish fund purposes (subject to Community Foundation Board approval). No extra fees are charged for changes.

As required by IRS regulations, I acknowledge and agree that:

- a) My above recommendation is advisory only and the Community Foundation may, at its sole and absolute discretion, follow or decline to follow my recommendation;
b) The Community Foundation may at any time, at its sole and absolute discretion, change the investment of all or any portion of the assets in the Fund;
c) If my recommendation is accepted, the investments will be administered in accordance with the financial policies of the Community Foundation; and
d) Investments are subject to normal market and interest rate fluctuation risks, and any gain or loss generated by the above investments will be credited or charged to the Fund.

Signature

Date



ORGANIZATION OFFICERS
Exhibit C

1. _____
(will receive all Community Foundation correspondence)
2. _____
3. _____
4. _____
5. _____



LETTER OF INSTRUCTION
For use by CITY OF LEE'S SUMMIT in setting up New Sub-Funds

Truman Heartland Community Foundation
4200 Little Blue Parkway, Ste. 340
Independence, MO 64057

Re: _____

City of Lee's Summit wishes to establish this fund as a component sub-fund of the City of Lee's Summit Organization Fund. The purpose of the sub-fund will be: _____
_____.

A signed Investment Recommendation attached hereto as **Exhibit A** stipulates how we desire that these funds be invested.

We desire that the [annual net income] or [income & principal] be distributed to [Organization Name] for the stated purpose of fund.

Yours very truly,
CITY OF LEE'S SUMMIT
Mr. Steve Arbo
City Administrator
City of Lee's Summit - Administration
220 SE Green Street
Lee's Summit, MO 64063

Steve Arbo, City Administrator

Date Signed

Accepted By
Truman Heartland Community Foundation:

President & CEO Signature

Date Signed

EXHIBIT “A”
LEE’S SUMMIT COMMUNITY FOUNDATION
DOCUMENT RETENTION AND DESTRUCTION POLICY

This Document Retention and Destruction Policy addresses the retention and destruction of documents of the City of Lee’s Summit Community Foundation. (hereinafter “LSCF”.) This policy applies uniformly to documents retained in either paper or electronic format. This policy provides guidelines for the retention and destruction of certain types of documents and should not be considered a comprehensive list of all types of documents that LSCF may now or in the future have. In addition, while documents covered under this policy must be retained for the period of time set forth in Schedule A, they may be kept for a longer time than prescribed.

If a claim is anticipated or has been filed against LSCF, or if a subpoena or investigative demand has been issued by a governmental agency seeking records of LSCF, the Board of Trustees shall place a “Litigation Hold” suspending the destruction of documents. This suspension shall remain in place until the Board of Trustees, with the advice of legal counsel, determines otherwise.

Schedule A contains the retention period for several types of LSCF documents. Questions regarding the retention of documents not listed in Schedule A should be directed to the Secretary. Documents from Schedule A may be destroyed only after they have been retained for the period of time prescribed in Schedule A. Paper documents that are destroyed must be shredded or incinerated if they contain confidential or sensitive information.

**LEE'S SUMMIT COMMUNITY FOUNDATION
DOCUMENT RETENTION AND DESTRUCTION POLICY
SCHEDULE A**

Accounts Payable ledgers and schedules	10 years
Accounts receivable ledgers and schedules	10 years
Audit reports of accountants	Permanently
Bank Statements	10 years
Capital stock and bond records: ledgers, transfer payments, stubs showing issues, record of interest coupon, options, etc.	Permanently
Cash Books	10 years
Checks (canceled with exception below)	10 years
Checks (canceled, for important payments; i.e. taxes, purchase of property, special contracts, etc. [checks should be filed with the papers pertaining to the underlying transaction])	Permanently
Contracts and leases (expired)	10 years
Contracts and leases still in effect	Permanently
Correspondence, general	4 years
Correspondence (legal and important matters)	Permanently
Depreciation schedules	10 years
Donation records of endowment funds and of significant restricted funds	Permanently
Donation records, other [NOTE: Donation records include a written agreement between the donor and the charity with regard to any contribution, an email communication or notes of or recordings of an oral discussion between the charity and the donor where the representative of the charity made representations to the donor with regard to the contribution on which the donor may have relied in making the gift.]	10 years
Duplicate deposit slips	10 years
Employee personnel records (after termination)	7 years
Employment applications	3 years
Expense analyses and expense distribution schedules (includes allowance and reimbursement of employees, officers, etc. for travel and other expenses)	10 years
Financial statements (end-of- year)	Permanently
General ledgers and end-of-year statements	Permanently
Insurance policies (expired)	Permanently
Insurance records, current accident reports, claims, policies, etc.	Permanently
Internal reports, miscellaneous	3 years
Inventories of products, materials, supplies	10 years
Invoices to customers	10 years
Invoices from vendors	10 years
Journals	10 years
Organizational Documents, including agendas and minute books of Board of	Permanently

Directors, Bylaws and Articles of Incorporation, conflict of interest statements, etc.	
Payroll records and summaries, including payments to pensioners	10 years
Purchase orders	3 years
Sales records	10 years
Scrap and salvage records	10 years
Subsidiary ledgers	10 years
Tax returns and worksheets, revenue agentsEU9(tm) reports, and other documents relating to determination of tax liability	Permanently
Time sheets and cards	10 years
Voucher register and schedules	10 years
Volunteer records	3 years

Packet Information

File #: 2017-1631, **Version:** 1

CONTINUED DISCUSSION OF PRIORITY BASED BUDGETING

Issue/Request:

CONTINUED DISCUSSION OF PRIORITY BASED BUDGETING

Presenter: Jack Feldman, Management Analyst

Recommendation: N/A

Committee Recommendation: N/A

Continued Discussion of PBB

Finance & Budget Committee

November 6, 2017

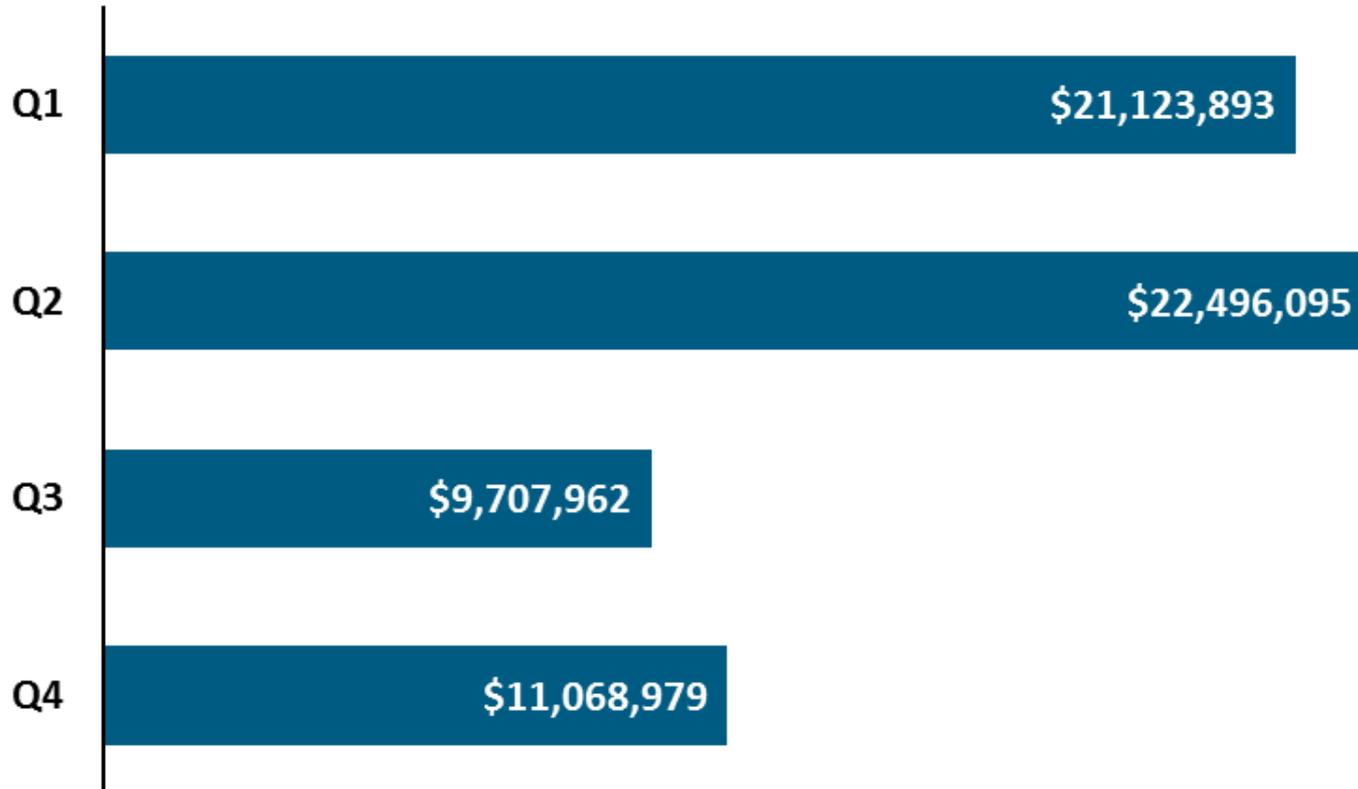
Review of 9/18 Meeting

- GFOA and ICMA best practice
- Priority-Based Budgeting
 - What do we do?
 - Why are we in business?
 - What does it cost?
- Follow-up items

Comparator Cities Implementing PBB

- Shawnee, KS
- Kansas City, MO
- UG/KCK

Predicted LS Quartiles



*Estimated from FY17 Original Adopted General Fund Budget

Administration Program Menu

LBP Programs

- Administration
- Policy/Legislative
- Community Relations
- HR: Administration
- HR: Employee Services
- HR: Safety & Risk Management

Programs and Services

- City Manager's Office
- CC Staff Support
- Annual Performance Audit
- Budget Planning
- Chamber Marketing PSA
- City Clerk
- City Council Operations
- Election
- Sunshine Requests
- Boards & Commissions
- Cultural Arts
- Creative Services
- HR: Recruiting and Hiring
- HR: Benefits Admin
- HR: Employee Services and Training
- HR: Wellness program
- HR: Safety & Risk Management
- HR: Labor Relations
- Interfund Transfers/Operating costs

PW Engineering Program Menu

LBP Programs

- Administration
- Stormwater Management
- Support to Development
- Support to Water
- Customer Service
- Support to Solid Waste
- Traffic Engineering
- Infrastructure Improvements
- Support to Airport

Programs and Services

- Street lighting
- Transit
- Traffic Engineering
- Traffic Operations
- NTSP
- Transportation planning
- Traffic data collection
- Traffic operations – signals
- Traffic operations – signage
- Traffic operations – markings
- Underground utility location
- Block parties/Events
- Construction contract administration
- Construction engineering

PW Engineering Program Menu

LBP Programs

- Administration
- Stormwater Management
- Support to Development
- Support to Water
- Customer Service
- Support to Solid Waste
- Traffic Engineering
- Infrastructure Improvements
- Support to Airport

Programs and Services

- Project plan development
- Project management
- Stormwater engineering
- Sanitary sewer engineering
- Street and Roadway engineering
- Aviation engineering
- Right of way management
- Right of way acquisition
- Pavement infrastructure management
- Environmental services
- Records management
- General engineering
- Bridge program
- Pavement management-overlay
- Pavement management- surface seal
- Pavement management- crack seal
- Pavement management- curb repl.

PW Engineering Program Menu

LBP Programs

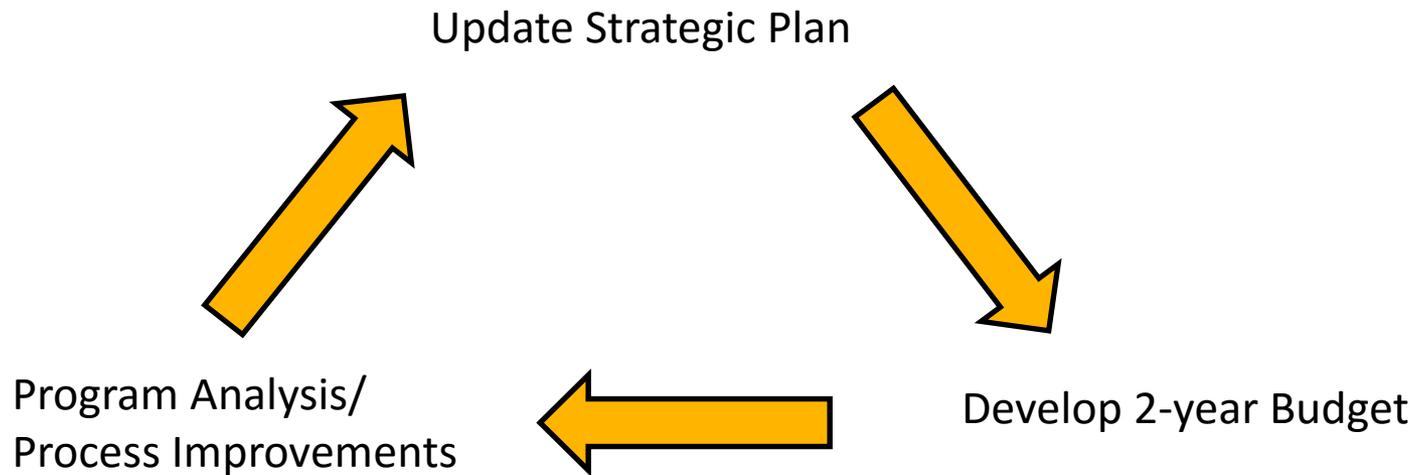
- Administration
- Stormwater Management
- Support to Development
- Support to Water
- Customer Service
- Support to Solid Waste
- Traffic Engineering
- Infrastructure Improvements
- Support to Airport

Programs and Services

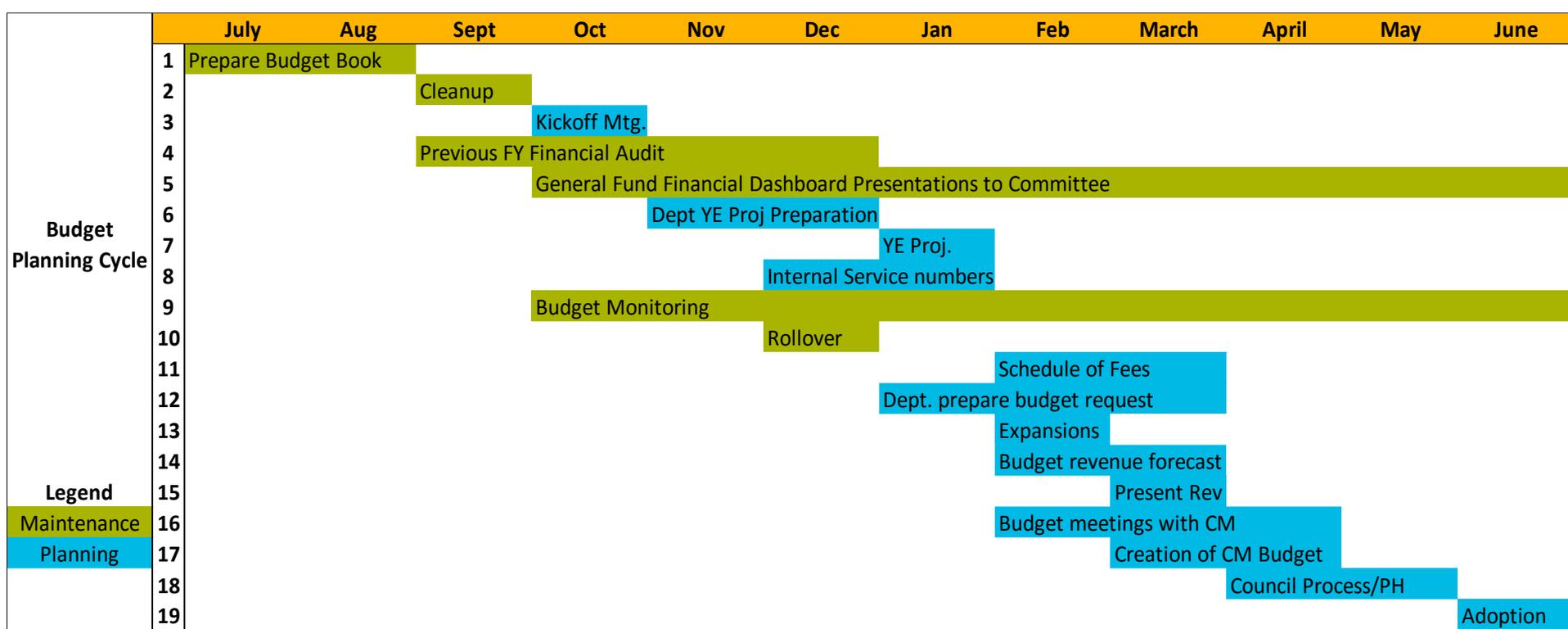
- Sidewalk program
- Capital project bidding
- Flood Plain administration
- Adopt a stream
- Rain garden maintenance
- Emergency Operations
- Public communications
- Event planning
- Customer service
- Support to elected/appointed bodies
- Personnel management
- Management, planning, and administration

Biennial Budget Cycles

- Transition the City to two-year budget planning cycles



Current Budget Calendar



Proposed Budget Calendar, Year 1

		July 2018	Aug 2018	Sept 2018	Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	March 2019	April 2019	May 2019	June 2019
FY20 Budget Planning	1	FY20 Strategic Planning											
	2			Admin/MT Budget Planning									
	3				Schedule of Fees								
	4				Dept. Budget Planning								
	5							Present Rev					
	6						Budget mtgs with CM						
	7						Creation of CM Budget						
	8								Council Process/PH				
	9									Adoption			



Proposed Budget Calendar, Year 2

		July 2019	Aug 2019	Sept 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	March 2020	April 2020	May 2020	June 2020	
FY21 Budget Planning	1	Program Analysis												
	2				Forecast Updates and Revisions									
	3							Budget Adj.						
	4							Council Process/PH						
	5								Adoption					
	6											FY22 Strategic Planning		



Budget Monitoring Calendar

		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Annual Current FY Budget Monitoring Activities	1			Cleanup									
	2			Previous FY Financial Audit									
	3				Performance			Performance			Performance		
	4				General Fund Budget Dashboard Presentations to Committee								
	5						Rollover						
	6					Dept YE Proj Preparation							
	7							YE Proj.					
	8										Prepare Budget Book		
	9				Budget Monitoring								



Next Steps

- Work through the procurement process to deliver a PBB in FY20.
- Identify budget capacity to fund PBB-related software on an annual basis.

Packet Information

File #: 2017-1689, **Version:** 1

PRESENTATION OF THE OCTOBER GENERAL FUND FINANCIAL DASHBOARD

Issue/Request:

PRESENTATION OF THE OCTOBER GENERAL FUND FINANCIAL DASHBOARD

Key Issues:

The FY18 Monthly Financial Report for October is the YTD budget performance of the General Fund as of October 31. Preliminary unaudited total revenues are \$17,220,849. This is \$206,725 (-1.2%) below budgeted total revenue, which is primarily a result of expected transactions not posting at time of presentation. Preliminary total expenditure for September YTD is \$24,537,425.

Background:

Revenue Details:

Licenses, Permits and Fees: Through October this category is \$25,944 below budget (-3.0%). Known larger projects that are ready to begin construction have yet to do so and this revenue is anticipated to materialize by the end of the calendar year.

Intergovernmental: This revenue category primarily is in the form of grants reimbursing the City for overtime costs in the Police Department. If this category is under budget, that means we have not incurred the cost or have yet to be paid.

Other: The Capital Projects reimbursement for the first quarter is yet to post. When it does, it is expected to be within budgeted amounts.

Expenditure Details:

Total Expenditure of the General Fund through October 31, 2017, is \$24,537,425. Preliminary total expenditures are currently 6.5% over budgeted amounts YTD. The Worker's Compensation premium to the City's self-funded insurance occurred in variance to the spread, but at the annual budgeted amount. This will even out as the year progresses. Other Supplies and Services is currently running over budget as a result of the EMS Insurance Adjustment. This is an item staff will further examine at projections.

Presenter: Jack Feldman, Management Analyst

Recommendation: N/A

FY18 Monthly Financial Report - October

GENERAL FUND REVENUES FOR FY2018

Revenue Type	*Actual YTD	Budget YTD	Variance Actual to Budget		Prior Year YTD	Variance Actual to Prior Year	
			\$	%		\$	%
Property Tax	\$1,026,592	\$0	\$1,026,592	0.0%	\$0	\$1,026,592	0.0%
Net Sales Tax	\$5,645,905	\$5,606,080	\$39,825	0.7%	\$5,371,604	\$274,301	5.1%
Sales Tax	\$5,868,225	\$5,819,919	\$48,306	0.8%	\$5,663,080	\$205,145	3.6%
EATs	(\$222,320)	(\$213,838)	(\$8,482)	4.0%	(\$291,475)	\$69,155	-23.7%
Franchise Tax:							
Natural Gas	\$406,878	\$393,475	\$13,403	3.4%	\$365,726	\$41,152	11.3%
Telephone	\$736,424	\$840,022	(\$103,598)	-12.3%	\$915,050	(\$178,626)	-19.5%
Electric	\$3,264,953	\$3,274,979	(\$10,026)	-0.3%	\$3,326,849	(\$61,896)	-1.9%
Cable TV	\$615,935	\$678,566	(\$62,631)	-9.2%	\$668,341	(\$52,406)	-7.8%
Motor Vehicle Taxes	\$1,272,134	\$1,254,192	\$17,942	1.4%	\$1,250,226	\$21,908	1.8%
Other Taxes	\$103,872	\$106,050	(\$2,178)	-2.1%	\$109,320	(\$5,448)	-5.0%
Fines & Forfeitures	\$383,973	\$468,613	(\$84,640)	-18.1%	\$436,055	(\$52,082)	-11.9%
Licenses, Permits & Fees	\$825,107	\$851,051	(\$25,944)	-3.0%	\$930,658	(\$105,551)	-11.3%
Intergovernmental	\$143,345	\$252,017	(\$108,672)	-43.1%	\$374,688	(\$231,343)	-61.7%
Charges for Service	\$2,267,374	\$2,270,691	(\$3,317)	-0.1%	\$1,768,072	\$499,302	28.2%
Investment Earnings	\$53,980	\$20,235	\$33,745	166.8%	\$16,915	\$37,065	219.1%
Other	\$119,539	\$407,088	(\$287,549)	-70.6%	\$418,405	(\$298,866)	-71.4%
Transfers In	\$354,838	\$1,004,515	(\$649,677)	-64.7%	\$371,505	(\$16,667)	-4.5%
Total	\$17,220,849	\$17,427,574	(\$206,725)	-1.2%	\$16,323,414	\$897,435	5.5%

GENERAL FUND EXPENDITURES FOR FY2018

Expenditure Type	*Actual YTD	Budget YTD	Variance Actual to Budget		Prior Year YTD	Variance Actual to Prior Year	
			\$	%		\$	%
Personal Services	\$15,885,901	\$15,415,579	\$470,322	3.0%	\$15,290,171	\$595,730	3.9%
Supplies for Resale	\$110,261	\$110,000	\$261	0.2%	\$82,539	\$27,722	33.6%
Other Supplies & Services	\$3,224,703	\$2,919,269	\$305,434	10.5%	\$2,461,377	\$763,326	31.0%
Repairs & Maintenance	\$613,512	\$571,627	\$41,885	7.3%	\$532,258	\$81,254	15.3%
Utilities	\$522,747	\$591,589	(\$68,842)	-11.6%	\$563,605	(\$40,858)	-7.2%
Fuels & Lubricants	\$11,483	\$185,366	(\$173,883)	-93.8%	\$129,278	(\$117,795)	-91.1%
Miscellaneous	\$10,087	\$60,787	(\$50,700)	-83.4%	\$6,340	\$3,747	59.1%
Interest	\$0	\$0	\$0	0.0%	\$0	\$0	0.0%
Capital Outlay	\$293	\$18,301	(\$18,008)	-98.4%	\$0	\$293	0.0%
Interdepartment Charges	\$2,111,544	\$2,104,990	\$6,554	0.3%	\$1,966,464	\$145,080	7.4%
Transfers	\$2,046,894	\$2,046,894	\$0	0.0%	\$818,210	\$1,228,684	150.2%
Total	\$24,537,425	\$24,024,402	\$513,023	2.1%	\$21,850,242	\$2,687,183	12.3%

Revenue Over/Under Exp: (\$7,316,576) (\$6,596,828) (\$5,526,828)

*As of November 26, 2017