

MURPHY CITY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING (COUNCIL CHAMBERS)
APRIL 5, 2016 AT 6:00 PM
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094



Eric Barna
Mayor

Scott Bradley
Mayor Pro Tem

Owais Siddiqui
Deputy Mayor Pro Tem

Ben St. Clair
Councilmember

Betty Spraggins
Councilmember

Sarah Fincanon
Councilmember

Rob Thomas
Councilmember

Bill Shipp
Interim City Manager

Susie Quinn
City Secretary

NOTICE is hereby given of a meeting of the City Council of the City of Murphy, Collin County, State of Texas, to be held on April 5, 2016 at Murphy City Hall for the purpose of considering the following items. The City Council of the City of Murphy, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1. CALL TO ORDER

2. INVOCATION & PLEDGE OF ALLEGIANCE

3. ROLL CALL & CERTIFICATION OF A QUORUM

4. PUBLIC COMMENTS

5. PRESENTATIONS

- A. Presentation by the Green Team regarding the upcoming Community Clean and Green event.

6. CONSENT AGENDA

All consent agenda items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and voted on separately.

- A. Consider and/or act on the March 15, 2016 regular meeting minutes.
- B. Consider and/or act on the March 29, 2016 special meeting minutes.
- C. Consider and/or act on approval of Resolution No. 16-R-826 authorizing signature authority to sign and endorse checks and drafts of the City of Murphy bank accounts.
- D. Consider and/or act upon authorizing the City Manager to enter into an Interlocal Agreement (ILA) with the North Central Texas Council of Governments for the installation of a 90' communication tower at Murphy PD for the purpose of the Emergency Services Internet Protocol (IP) Network (ESInet) and Next Generation 9-1-1 (NG9-1-1) voice and data services.

7. INDIVIDUAL CONSIDERATION

- A. Discussion regarding Murphy Public Safety radio system component replacements and upgrades to the system.
- B. Appointment of the Charter Review Commission members.

8. CITY MANAGER/STAFF REPORTS

- A. Timbers Nature Preserve
- B. Betsy Lane Road Widening Project
- C. South Maxwell Creek Parallel Trunk Sewer Line
- D. North Murphy Road
- E. Upcoming events:
 - April 22, 2016 Earthday
 - April 30, 2016 Drug take back day

9 EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551.087 (Economic Development) the City Council will now recess into Executive Session (closed meeting) to discuss the following:

- A. Update and deliberation regarding economic development negotiations and projects.

10. RECONVENE INTO REGULAR SESSION

The City Council will reconvene into Regular Session, pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to take any action necessary regarding:

- A. §551.087 (Economic Development) Update and deliberation regarding economic development negotiations and projects.
- B. Take Action on any Executive Session Items.

11. ADJOURNMENT

I certify that this is a true and correct copy of the Murphy City Council Meeting Agenda and that this notice was posted on the designated bulletin board at Murphy City Hall, 206 North Murphy Road, Murphy, Texas 75094; a place convenient and readily accessible to the public at all times, and said notice was posted on April 1, 2016 by 5:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.



Susie Quinn, TRMC
City Secretary

In compliance with the American with Disabilities Act, the City of Murphy will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services must be received at least 48 hours prior to the meeting. Please contact the City Secretary at 972.468.4011 or squinn@murphytx.org.

Notice of Possible Quorum: There may be a quorum of the Animal Shelter Advisory Committee, the Board of Adjustment, the Building and Fire Code Appeals Board, the Ethics Review Commission, the Murphy Community Development Corporation, the Murphy Municipal Development District Board, the Park and Recreation Board and/or the Planning and Zoning Commission members who may be present at the meeting, but they will not deliberate on any city or board business.



Community Clean & Green Event

April 9, 2016

9:00 am to noon

Murphy City Hall parking lot drive-through with drop-off locations clearly identified.

206 North Murphy Road, Murphy Texas

972.468.4100 www.murphytx.org



Items to be Recycled Include



Clothing
Hard Toys
Stuffed Animals
Styrofoam

Shoes
Document Shredding
Wood & Compost
Plastic Bags

Clothing Accessories
Batteries
Carpet
Electronic Waste

Backpacks
Pots Pans
Light Bulbs
Tires

Discard your large, small, and electronic household recyclables. All materials collected will be 100% recycled. Paper document shredding by Progressive Waste Solutions is included.

Curbside pick-up for Household Hazardous Waste (HHW) & Electronic Waste Collection

The next curbside pick-up is set for April 9, 2016.
This service is available by scheduled appointment only.

To schedule a pick-up for Household Hazardous Waste and/or Electronic Waste or for additional information on collection, please call Progressive Waste (469-452-8000) or email murphy@progressivewaste.com.

All requests must be made by phone or email by April 8th, at 4:00 pm. This is the cutoff time to schedule your address for pickup. **NO EXCEPTIONS.**





2016 Murphy CLEAN & GREEN

Saturday, April 9, 2016

TIMBERS NATURE PRESERVE PARK

(Meet at the new pavilion off Pine Top Drive)

9am – 12pm

Come out and help us KEEP MURPHY BEAUTIFUL and get the park ready for opening by picking up trash and cleaning out creek areas!!

Lunch will be provided
Free t-shirts given to first 150 volunteers
For more info or to register visit murphytx.org



**Keep Texas
Beautiful**
KEEP AMERICA BEAUTIFUL AFFILIATE



**GREAT AMERICAN
CLEANUP**TM

CITY COUNCIL MINUTES
REGULAR CITY COUNCIL MEETING
MARCH 15, 2016 AT 6:00 PM

1. CALL TO ORDER

Mayor Eric Barna called the meeting to order at 6:00 PM.

2. INVOCATION & PLEDGE OF ALLEGIANCE

Councilmember Betty Nichols Spraggins gave the invocation and Mayor Barna led the Pledge of Allegiance.

3. ROLL CALL & CERTIFICATION OF A QUORUM

City Secretary Susie Quinn certified a quorum with the following Councilmembers present:

Mayor Eric Barna
Mayor Pro Tem Scott Bradley
Deputy Mayor Pro Tem Owais Siddiqui
Councilmember Ben St. Clair
Councilmember Betty Nichols Spraggins
Councilmember Rob Thomas

Absent:

Councilmember Sarah Fincanon

4. PUBLIC COMMENTS

Marv Williams, resident thanked Council for the opportunity to speak. He invited everyone to the Chamber of Commerce Spring Fever event on March 26, 2016. He spoke about some of the different things going on for that event. Williams also mentioned the Exchange Club will be raffling off a BBQ Grill as a fundraiser at the Spring Fever event and encouraged people to purchase raffle tickets.

Jennifer Berthiaume, on behalf of the MCDC, encouraged people to apply for the community grant program and invited Council and residents to attend the MCDC meeting next Monday, March 21st at 6:00pm.

5. PRESENTATIONS

A. Presentation by the Green Team regarding the upcoming Community Clean and Green event on Saturday, April 9, 2016.

This item is postponed until a future meeting.

B. Presentation of financial report and investment report as of February 29, 2016.

Finance Director, Linda Truitt explained the investment report which stated the City has \$19 million dollars invested which is down from \$21 million in January. Payments made on the outstanding debt in February and April accounts for the decline in investments. The interest

rate increased to 0.29%, the General Fund revenues shows a collection of about 68% of the total revenues. Eighteen (18) single family building permits have been issued compared to nineteen (19) during this time last year. The City is at 35.63% of the General Fund Expenditures. The Utility Fund revenues are at 38.99% and will continue to see this rise due to expected water sales in the summer months. Utility Fund expenditures are at 43.29% which is slightly high due to the principal payment made last month for water/wastewater debt.

Councilmember Thomas requested finance to create an estimated General Fund expenditures update with projections for the year end to be presented at the April 19, 2016 meeting.

6. CONSENT AGENDA

All consent agenda items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and voted on separately.

- A. Consider and/or act on the February 29, 2016 special meeting minutes.
- B. Consider and/or act on the March 1, 2016 regular meeting minutes.
- C. Consider and/or act on approval of Ordinance Number 16-03-1009 to amend the Code of Ordinances, Sec. 20.03.047 Speed through school zones.
- D. Consider and/or act upon authorizing the acting city manager or Council's designee to sign a mutual aid agreement with City of Richardson for the provision of fire, search and rescue, hazardous material response, and Emergency Medical Services.
- E. Consider and/or act on approval of a vote for Jorge Bermudez as an Unaffiliated Director to the ERCOT Board of Directors (Board), for his third and final term.

COUNCIL ACTION (5.A. through 5.E.):

APPROVED

Mayor Pro Tem Bradley moved to approve the consent agenda as presented. Deputy Mayor Pro Tem Siddiqui seconded the motion. For: Unanimous. The motion carried by a vote of 6 to 0 (Councilmember Fincanon was absent).

7. INDIVIDUAL CONSIDERATION

- A. Hold a public hearing and consider and/or act on the application of Murphy Equity Management Ltd., requesting by ordinance (Ordinance Number 16-03-1010) to amend PD (Planned Development) District No. 12-06-916 Concept Plan and to permit a self-storage facility as a permitted use on property located at the northwest quadrant of FM 544 and McCreary Road.

Mayor Barna explained the applicant formally withdrew their application for this item. The Mayor also explained the Public Hearing will be held to allow individuals to express their questions/concerns regarding this item. He also explained if there is a storage unit petitioning to change a zoning use to accommodate such, that he will do all he can to stop it. Mayor Barna

expressed asked Council to give their thoughts regarding this item before opening the public hearing.

Mayor Pro Tem Bradley explained his thoughts regarding frontage property and access to the rear areas of properties especially along FM 544. Deputy Mayor Pro Tem Siddiqui explained he is opposed to having more storage facilities in Murphy. He expressed his desire to use all remaining land areas for the highest and best use. He apologized if all residents did not receive a response to their emails regarding this item, and explained that Council received over 100 emails. Councilmember St. Clair explained he understands the frustrations of residents, but encouraged residents to think before sending an emotionally driven email. Councilmember Spraggins explained she appreciated everyone taking the time to send emails and is pleased that so many care about Murphy. Councilmember Thomas encouraged residents to understand the process and take time to fully understand the process before sending an email; He said that although the majority of email he received were respectful, some of the emails he received regarding this item were inappropriate and/or embarrassing. Mayor Barna encouraged residents to contact him with any questions people may have regarding how the City works or concerns they have and gave his cell phone number: 214-274-9567.

Public Hearing opened at 6:28PM

Maggie Whitt, resident explained she is representing the Timbers Community Organization and the neighborhood affected. She feels council and listeners need to adhere to the seven (7) guidelines in the Planned Development Purpose Statement. She read the guidelines, and explained she feels this item fails in six (6) out of the seven (7) presented guidelines. Whitt also explained she wishes to receive all of the information regarding future development in a free newspaper and requested Council to look into those notices being published in a free paper. Mayor Barna explained Texas law states we cannot place legal notices in an unrecognized newspaper, as based upon the post office definition but the City is willing to look into the logistics of printing in both.

Cindy Persinger, resident explained her concerns regarding storage facilities in general and the potential hazards such as dangerous chemicals, drug labs, and people living in them and the safety concerns regarding that with neighborhoods and the HOA pool so close to this location specifically.

Joseph Cleveland, resident opposed for ascetic reasons and concerns regarding hazardous materials being stored in places such as storage facilities. He asked Council what provisions were considered to ban hazardous materials from being stored in these types of facilities. He also voiced concern regarding the height of the building and if the City of Murphy has equipment to handle if a person is on the roof and an accident occurs.

Jennifer Berthiaume, resident voiced concerns regarding the comprehensive land use plan, and encouraged council to look at doing an update to the plan. She also requested a moratorium to be established until a new City Manager and Director of Economic/Community Development can be hired.

Jim Morris, resident explained he emailed council and asked for Council to be understanding if some emails were sent emotionally. He voiced his concern that Murphy is on the verge of becoming less than what Murphy citizens want it to be.

Brad Baker, resident explained he feels this property is a gem within Murphy that can be developed with a little creativity.

Bill Dahlstrom, representing the applicant explained he appreciated the input from Council and the residents.

Public Hearing Closed at 6:42PM

COUNCIL ACTION (7.A.):

APPROVED

Mayor Pro Tem Bradley moved to deny the application by ordinance (Ordinance Number 16-03-1010) to amend PD (Planned Development) District No. 12-06-916 Concept Plan and to permit a self-storage facility as a permitted use on property located at the northwest quadrant of FM 544 and McCreary Road. Deputy Mayor Pro Tem Siddiqui and Councilmember Ben St. Clair tied to second the motion. For: Unanimous. The motion carried by a vote of 6 to 0 (Councilmember Fincanon was absent).

- B. Consider and/or act upon the proposed revisions to the Murphy Personnel Policies and Procedures Handbook.

Interim City Manager, Chief Mark Lee explained we have modified this since our last presentation. Mayor Pro Tem Bradley explained he does not have any additional recommendations for this item at this time. Councilmember Thomas explained he feels there are a few things that still need to be addressed when the new City Manager is in place unless there is a specific timeline that needs to be met. Chief Lee explained some of the language in this policy needs to be addressed such as the fraternization piece. Lee asked if the items like Retirement regarding sick leave, work chart in regards to the Assistant City Manager position, to be removed from the approval for tonight and address those items individually at a later date. Councilmember Thomas explained the items he felt needed a closer look were Sections 6.14.01, 11.04.01, 11.04.03 and the organizational chart.

COUNCIL ACTION (7.B.):

APPROVED

Councilmember Thomas moved to authorize the proposed revisions to the Murphy Personnel Policies and Procedures Handbook removing proposed Sections 6.14.01, 11.04.01, 11.04.03, (leaving the original wording in place) and removing the assistant City Manager from the organizational chart until further conversation. Mayor Pro Tem Bradley seconded the motion. For: Unanimous. The motion carried by a vote of 6 to 0 (Councilmember Fincanon was absent).

- C. Consider and/or act upon approving the acting city manager or Council's designee to take action on an agreed order from Texas Commission on Environmental Quality regarding Storm Water Management Enforcement Action.

Director of Public Services, Bernie Parker gave a presentation on the TCEQ situation. Parker addressed the violations we currently have and the proposed solutions. Parker explained some explanations that lead to the violations occurring were staff turnover, thus losing institutional knowledge. Council asked about the notification process from TCEQ and how we will ensure the

deadlines are met, and in the future these things will not be missed.

Parker explained in detail the violations and the steps to rectify them. Council asked for clarification on how the regulatory mail information is received/delivered to the Mayor. Interim City Manager Chief Lee explained the process. Parker also explained they have established a Standard Operating Procedure, multiple parties now have all of the dates, various parties are responsible for different TCEQ reports this will help not having all the knowledge/responsibility on one person. We have also created more Stormwater materials to handout at various events to help with community knowledge on this subject.

COUNCIL ACTION (7.C.):

APPROVED

Mayor Pro Tem Bradley moved to direct the acting city manager to take action on an agreement with the Texas Commission of Environmental Quality regarding storm water management enforcement action including notice of payment towards TCEQS pre-approved supplemental environment project. Deputy Mayor Pro Tem Siddiqui seconded the motion. For: Unanimous. The motion carried by a vote of 6 to 0 (Councilmember Fincanon was absent).

8. CITY MANAGER/STAFF REPORTS

Acting City Manager, Chief Mark Lee explained the safety health and public welfare are the number one concern and priority of Staff and Council. We have learned many lessons throughout this and will continue to ensure that things such as these do not happen again. Council expressed their belief that none of this was done intentionally.

A. Timbers Nature Preserve

Acting City Manager, Chief Mark Lee reported this project is continuing but delayed last week due to rain.

B. Betsy Lane Road Widening Project

This project is continuing, sidewalks are nearing completion, and irrigation is continuing and finishing.

C. South Maxwell Creek Parallel Trunk Sewer Line

There are many challenges with this project due to rainfall.

D. North Murphy Road

A meeting was held with TxDOT, Jodie Laubenberg's office and the HOAs that were impacted by the construction last week and there was discussion regarding possible reimbursement for landscaping/irrigation but no confirmed resolutions at this point. TxDOT confirmed they do not maintain once it goes curb and gutter. Council asked regarding the conduit that was supposed to be installed for potential future median lighting. Parker confirmed at this time no electrical conduit has been installed to date but it is on our punch list and we are working on getting a firm answer from TxDOT.

E. Upcoming events:

- March 26, 2016 Murphy Chamber of Commerce – Spring Fever 2016 - 10 am till 4 pm at Lowes Parking lot
- April 30, 2016 Drug take back day at the Police Department
- April 9th is the community Clean and Green event. A special announcement regarding the Keep Murphy Beautiful green team as being selected as #1 in communities under 40,000. Council thanked the City Staff for their dedication, participation and hard work on the Green Team.

9. EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council recessed at 7:32pm into Executive Session (closed meeting) to discuss the following:

- A. §551.074 Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of the City Manager and Acting City Manager.
- B. §551.087 Deliberation regarding Economic Development Negotiations: (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

10. RECONVENE INTO REGULAR SESSION

The City Council will reconvened into Regular Session at 8:50 pm, pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to take any action necessary regarding:

- A. §551.074 Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of the City Manager and Acting City Manager.
- B. §551.087 Deliberation regarding Economic Development Negotiations: (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).
- C. Take Action on any Executive Session Items.

COUNCIL ACTION (10.A., 3 motions):

APPROVED

Mayor Pro Tem Bradley moved to approve a separation agreement for the City Manager and authorize the Mayor to sign and execute the same. Deputy Mayor Pro Tem Siddiqui Seconded. Passed 6-0 (Councilmember Fincanon was absent).

Mayor Pro Tem Bradley moved to authorize the Mayor to execute a contract with Texas First for an interim City Manager effective March 16th and appoint Bill Shipp as Interim City Manager also effective March 16th. Passed 6-0 (Councilmember Fincanon was absent).

Mayor Pro Tem Bradley moved to approve a salary adjustment of \$500 a week for the period Chief Lee worked as Acting City Manager those dates are March 1st through March 15th. Passed 6-0 (Councilmember Fincanon was absent).

10. ADJOURNMENT

With no further business, the regular council meeting was adjourned at 8:51 PM.

APPROVED BY:

Eric Barna, Mayor

ATTEST:

Susie Quinn, City Secretary

CITY COUNCIL MINUTES
SPECIAL JOINT CITY COUNCIL MEETING
WITH MURPHY MUNICIPAL DEVELOPMENT DISTRICT
AND MURPHY COMMUNITY DEVELOPMENT DISTRICT
MARCH 29, 2016 AT 6:00 PM

1. CALL TO ORDER

Mayor Eric Barna called the meeting to order at 6:01 PM.

2. ROLL CALL & CERTIFICATION OF A QUORUM

City Secretary Susie Quinn certified a quorum with the following Councilmembers present:

- Mayor Eric Barna
- Mayor Pro Tem Scott Bradley
- Deputy Mayor Pro Tem Owais Siddiqui
- Councilmember Ben St. Clair
- Councilmember Betty Nichols Spraggins
- Councilmember Sarah Fincanon
- Councilmember Rob Thomas

Administrative Assistant Lori Knight, was not able to certify a quorum at 6:02 pm with the following Murphy Municipal Development (MDD) Members present:

- John Daugherty, President
- Michael Loftus
- Alain Dermarkar arrived at 6:16 pm; thereby certifying a quorum of MDD members as being present

Absent

- Alex Acuña
- Jamie Nicholson

Administrative Assistant Lori Knight, certified a quorum at 6:03pm with the following Murphy Community Development Corporation (MCDC) members present:

- Jennifer Berthiaume, President
- Maria Reilly
- Amanda Turner
- Karan Chetal arrived at 6:03pm

Absent

- Sir Alapati
- Shawn Balusek
- Lequita Davenport

Mayor Barna explained the reason for the need for the meeting.

3. INDIVIDUAL CONSIDERATION

- A. Consider and/or authorize the execution of the contract by City Council, Murphy Municipal Development District (MDD) and Murphy Community Development Corporation (MCDC) for the Central Park Parking Lot Expansion/Food Truck Court.

Interim City Manager Bill Shipp introduced himself to the Council and both Boards and explained the project can move forward if the agreement is approved and signed tonight. Once the pre-construction meeting is held, the City will have a better idea of the schedule. The project is anticipated to be completed in a six (6) months' time, which makes completion around mid – October 2016. The award of the contract bid has been completed.

The proposed plan for monies for this project is for the Murphy Municipal Development District (MMDD) to front the money for the project and the Murphy Community Development Corporation (MCDC), and the City of Murphy to begin paying back their portions annually (1/3rd of the total project cost) in FY18, and completing payment in three (3) years. Shipp presented an overview of the project specifically looking at the two components; the parking lot by PSA, and the actual food truck area (including trails that connect to the existing ones in Central Park). There had been questions regarding separating the two pieces to keep costs lower at this time. Shipp confirmed doing the items separate is not an option and would be more costly in the long run. He also made Council aware the picnic tables are not included in this project scope but the City plans to look at purchasing them separately.

Shipp gave a presentation regarding the costs specific to this project, and explained in the bid documents the prices for the individual items are not broken out but the City has tried to pull out items to study the project closer. The food truck area has grown pricewise due to additional pedestrian lighting, and a waterline for the fire hydrant per the Fire Chief's request. There was also a large increase in the price due to concrete prices going up by about \$47,000.

There was discussion regarding construction costs and potentially waiting to do this project. Dennis Simms the Landscape Architect explained that waiting to do the project later will most likely increase costs more. Costs for design, engineering, and other fees were discussed to reach a price of \$882,948.00 for the project, with no contingency being added for unforeseen costs. Shipp explained that the City is requesting the Council, MDD and MCDC to approve to add monies for a contingency, bringing the total project cost with a 10% contingency not to exceed (NTE) \$972,000.

Questions were asked and answered regarding where did the food truck park idea originated, why does it appear that is it being rushed to be built, what are the perimeters for completing the additional parking lot for the Plano Sports Authority (PSA) building. Council explained that Murphy has always strived to be a unique type of City and the Food Court feature would create that type of uniqueness and stated other cities are building Food Court features as well. The proposed food court would be representative of the Southeast portion of the area. It will give future events the opportunity to be held at Central Park by providing the food trucks a concrete area to be stationed (which is required by state law) and move the events from the parking area at City Hall much closer to Central Park. Councilmembers brought up the concerns about whether the cost vs risk was reviewed as it is important to make sound fiscal decisions for the residents of Murphy. It was explained that the food trucks will generate some sales tax but it is impossible to measure in dollars the good will that it will most likely deliver. Other policy decisions regarding the use of the food truck court will have to be developed along with the amount to charge food truck vendors,

how often the food truck court will be used, etc.

There was further discussion regarding the PSA parking lot, its costs, and the fact that the contract is not a true NTE contract.

COUNCIL ACTION (3.A.): **APPROVED**
Mayor Pro Tem Bradley moved to authorize the execution of a contract by the City Council for the Central Park Lot Expansion Food Truck Court not to exceed \$972,000.00 which includes a 10% contingency. Councilmember Ben St. Clair seconded the motion. For: Unanimous. The motion carried by a vote of 7 to 0.

MCDC ACTION (3.A.): **APPROVED**
Murphy Community Development Corporation’s President Jennifer Berthiaume asked for a motion to approve funding for the Food Truck Court and parking lot as discussed. Amanda Turner made the motion to approve. Board Member Maria Reilly seconded the motion. For: Unanimous. The motion carried by a vote of 4 to 0 (Board Member Sir Alapati, Board Member Shawn Balusek, and Board Member Lequita Davenport were absent).

MMDD ACTION (3.A.): **APPROVED**
Murphy Municipal Development District Board Member Alain Dermarkar moved to make a motion to approve up to \$972,000 worth of costs for this project to build a Food Truck Park and Parking Lot. Board Member Michael Loftus seconded the motion. For: Unanimous. The motion carried by a vote of 3 to 0. (Board Member Alex Acuña and Board Member Jamie Nicholson were absent).

10. ADJOURNMENT

With no further business, the special joint council meeting was adjourned at 7:27 PM.

APPROVED BY:

ATTEST:

Eric Barna, Mayor

Susie Quinn, City Secretary

City Council Meeting
April 5, 2016

Issue

Consider and/or act upon approval of Resolution No. 16-R-826 authorizing signature authority to sign and endorse checks and drafts of the City of Murphy bank accounts.

Staff Resource/Department

Linda Truitt, Finance Director

Background/History

As City staff and elected officers change, this resolution must be updated with current signatures. This resolution will add Bill Shipp, Interim City Manager and remove James Fisher as authorized signatures on the City of Murphy bank accounts. Current staff authorized signatures include Linda Truitt, Finance Director and Steven Ventura, Assistant Finance Director. City Council authorized signatures include Eric Barna, Mayor, Scott Bradley, Mayor Pro Tem and Owais Siddiqui, Deputy Mayor Pro Tem. The City requires two signatures on all checks. Checks are signed by staff; however, if two staff members are not available, the Mayor, Mayor Pro Tem or Deputy Mayor Pro Tem may be asked to sign checks.

Financial Considerations

N/A

Action Requested

Approval of Resolution No. 16-R-826 authorizing signature authority to sign and endorse checks and drafts of the City of Murphy bank accounts.

Attachments

1) Resolution

RESOLUTION NO. 16-R-826

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AUTHORIZING CERTAIN OFFICERS OF THE CITY TO SIGN AND ENDORSE CHECKS AND DRAFTS OF THE CITY OF MURPHY BANK ACCOUNTS; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY:

Section 1. That any two (2) or more of the following officers of the City shall be authorized to endorse and cash checks, drafts and similar documents on behalf of the City of Murphy in connection with any bank account of the City of Murphy:

<u>NAME OF SIGNING OFFICER</u>	<u>TITLE OF SIGNING OFFICER</u>
<u>Eric Barna</u>	<u>Mayor</u>
<u>Bill Shipp</u>	<u>Interim City Manager</u>
<u>Linda Truitt</u>	<u>Finance Director</u>
<u>Steven Ventura</u>	<u>Assistant Finance Director</u>
<u>Scott Bradley</u>	<u>Mayor Pro Tem</u>
<u>Owais Siddiqui</u>	<u>Deputy Mayor Pro Tem</u>

Section 2. That any two (2) or more of the signing officers referenced in Section 1 hereof are authorized to receive statements and canceled vouchers of the City of Murphy and to appoint an agent or agents to do the same; furthermore, such officers are authorized to stop payment of checks of the City of Murphy, to revoke stop payment orders, and to open or close banking accounts.

Section 3. That the bank which is now depository for city funds is hereby authorized to honor or accept all drafts, checks and similar documents executed or endorsed on behalf of the City of Murphy in the manner provided in Section 1 hereof for the credit of or in payment of any obligations of or by the payee or any other holder.

Section 4. That a certified copy of this Resolution shall be complete and full evidence of the enactment of this Resolution and of the authority of the respective officers herein named, and said authority shall remain in full force until written notice of revocation thereof shall be received by the bank or a certified copy of a Resolution designating different officers is received by the bank.

Section 5. That any and all resolution, ordinances or other orders of the City Council of the City of Murphy which may be in conflict herewith or any provisions thereof are hereby repealed to the extent of such inconsistency.

Section 6. This resolution shall become effective immediately upon approval.

DULY RESOLVED by the City Council of the City of Murphy, Collin County, Texas, on this the 5th day of April, 2016.

Eric Barna, Mayor
City of Murphy

ATTEST:

Susie Quinn, City Secretary
City of Murphy

City Council Meeting
April 5, 2016

Issue

Consider and/or act upon authorizing the City Manager to enter into an Interlocal Agreement (ILA) with the North Central Texas Council of Governments for the installation of a 90' communication tower at Murphy PD for the purpose of the Emergency Services Internet Protocol (IP) Network (ESInet) and Next Generation 9-1-1 (NG9-1-1) voice and data services.

Staff Resource/Department

Wendle Medford, Information Technology and Innovation Department

Summary

The North Central Texas Council of Governments (NCTCOG) is implementing an alternate backhaul communications system to support mission-critical communications within NCTCOG's jurisdiction. The proposed communications system shall work seamlessly with the existing Multiprotocol Label Switching (MPLS) network to deliver Next Generation 9-1-1 (NG9-1-1) voice and data to the 43 public safety answering points (PSAPs) in the region, along with two consolidated data centers. This delivery network is collectively referred to as the Emergency Services Internet Protocol (IP) Network (ESInet).

The goal of this project is to implement recommendations identified in a recent communications assessment. The project includes several key components which includes the following: microwave towers, SD-WAN system, and PSAP component grades. The construction of the microwave network that will provide an alternate network connection point for the 43 PSAPs in the region. Included in the microwave portion of the project will be the design and construction of towers throughout the region.

Once completed, there will be 4 large rings, all interconnected to the adjacent rings at multiple points providing for a meshed design that will allow for maximum resiliency and reduce potential for network outages while simultaneously providing increased bandwidth for additional services.

Background/History

NCTCOG currently has an MPLS network for 43 different PSAP's. The pressure point in the network is if the MPLS services (T1 from provider) were severed for any reason, an agency would lose 911 dispatch calls from their respective location. This would cause all 911 calls for that particular entity, (if the MPLS service failed) to be rerouted to the agency's nearest PSAP neighbor. NCTCOG saw this and wanted to provide better service. They decided to invest in a microwave network that would add redundancy and capacity to their existing network.

Microwave systems need height to be able to perform point to point communications. Therefore different entities were contacted during the design phase to see the possibility of allowing a tower to be constructed for NCTCOG purposes on the new microwave network.

Murphy PD was one of the PSAPs that needed additional height for the connection on the microwave ring. Murphy PD will be connected to Rockwall Sheriff's Office and Allen Police Department (Or EST). The tallest height required is 85' at Murphy PD. Therefore, a 90' tower was proposed to be placed near the Sally Port at the Police Station. This tower will also have an additional 150% of tower loading for installation of communication equipment by City of Murphy in the future. That is 150% additional tower loading after NCTCOG equipment has been installed.

At the November 17, 2015 Council meeting, Council unanimously approved the installation of a 90' communication tower at Murphy Police Department for the purpose of the Emergency Services Internet Protocol (IP) Network (ESInet) and Next Generation 9-1-1 (NG9-1-1) voice and data services. At that time the ILA was not complete but it is attached and ready for approval.

Financial Considerations

NCTCOG will be funding the construction and operational maintenance of the tower as well as the ESInet microwave network.

Action Requested

Motion to authorize the City Manager to enter into an Interlocal Agreement with the North Central Texas Council of Governments for the installation of a 90' communication tower at Murphy PD for the ESInet project as well as other future telecommunications initiatives.

Attachments

North Central Texas Council of Governments Interlocal Agreement

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at _____.

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the operation, management and facilitation of emergency communication services in North Texas; and

WHEREAS, in reliance on such authority, NCTCOG, as part of its 9-1-1 Services Program, has contracted to construct multiple telecommunication towers on selected sites throughout North Texas, many of which sites are located on property owned/leased by other local governments; and

WHEREAS, Participant has agreed to allow for the location of one such tower on property owned by Participant and has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on _____ (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: DESCRIPTION OF PROJECT

NCTCOG agrees to construct at its expense a telecommunication tower on property owned by Participant at the location described on Exhibit A. The description of the tower, including height, design and materials is set forth on Exhibit B. Construction shall commence no later than June 1, 2016 unless otherwise agreed by the parties. NCTCOG agrees during the term hereof to maintain the tower and related facilities at its sole expense. The tower shall at all times be exclusively owned by NCTCOG. NCTCOG shall have the right at all times to allow third parties access to the tower for installation of additional third party equipment. Participant shall also have the non-exclusive right of access to the tower for installation of Participant’s equipment so long as it does not materially interfere with tower operations. All expenses incurred in the installation of Participant’s equipment, including

structural analysis and possible tower improvements shall be paid by Participant. Participant shall maintain such equipment at its sole expense.

ARTICLE 3: TOWER REVENUE; INSURANCE

All revenue generated from tower operations, with the exception of Participant equipment, shall be the property of NCTCOG. All taxes and fees, if any, assessed on such revenue shall be paid by NCTCOG. PARTICIPANT shall at all times maintain adequate insurance on the tower and all related improvements, including comprehensive general liability coverage that includes NCTCOG as the tower owner. Participant shall at all times maintain adequate insurance on its equipment, if any, located on the tower and shall insure NCTCOG to the extent of its interest in the tower.

ARTICLE 4: TERM

This Agreement shall be effective on the Effective Date shown below and shall remain in full force and effect for ten (10) years. This Agreement shall automatically renew for successive five (5) year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below. Upon termination of this Agreement NCTCOG shall be responsible at its expense for removing the tower and all related equipment from the tower site.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for cause provided written notice is provided to the other party specifying the nature of the cause and allowing the defaulting party six (6) months' time to cure any alleged default under the Agreement. If the default is not cured, this Agreement will terminate upon thirty (30) days written notice by certified mail to the other party. The parties may also terminate this Agreement by mutual agreement.

ARTICLE 7: AVAILABILITY OF FUNDING

Except for tort or tort-related claims, this Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds which are received from the funding agencies by NCTCOG and that are dedicated for the purposes of this Agreement. NCTCOG will give prompt written notice to Participant in the event NCTCOG loses funding. In the event NCTCOG loses funding, Participant and NCTCOG shall immediately terminate this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.
- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

(SIGNATURES TO FOLLOW ON NEXT PAGE)

**North Central Texas
Council of Governments**
Next Generation 911 Services Program
616 Six Flags Drive
Arlington, Texas 76011

NCTCOG Executive Director or Designee

Signature of Executive Director or Designee

Date: _____

EFFECTIVE DATE: _____, 2016

Participant

Name & Title of Authorized Official or Designee

By: _____
Signature of Authorized Official or Designee

Date: _____

Name of Entity

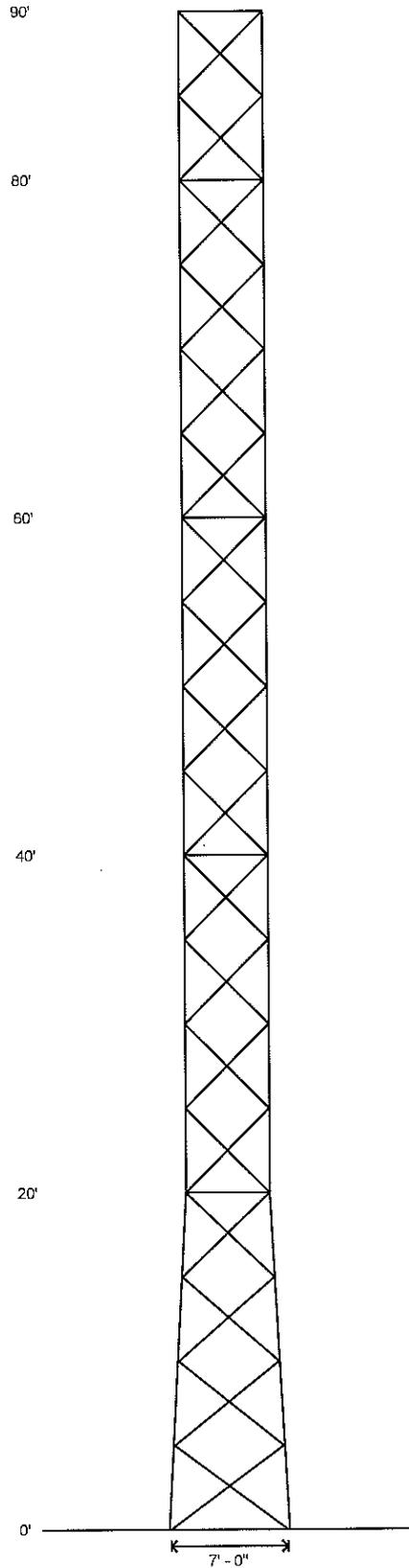
Mailing Address

City, State, ZIP Code

EXHIBIT A
(Legal Description of Tower location)

EXHIBIT B
(Tower Description)

SIZES ARE PRELIMINARY AND MAY CHANGE UPON FINAL DESIGN	
Legs	2.875 OD X .203
Diagonals	2.875 OD X .218
Horizontal	L 2 X 2 X 1/8
Brace Bolts	(1) 5/8"
Top Face Width	5'
Panel Count/Height	16 @ 5'
Section Weight	803
	805
	721
	721
	408



Designed Appurtenance Loading

Elev	Description	Tx-Line
65	Leg Dish Mount	
65	(1) 2' Solid Dish w/ Radome	(1) LMR-400
50	Leg Dish Mount	
50	(1) 2' Solid Dish w/ Radome	(1) LMR-400

Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	6.65	Shear (kips)	3.97
Axial (kips)	17.69	Compression (kips)	52
Moment (ft-kips)	308	Uplift (kips)	45
Torsion (ft-kips)	1.98		

Material List

Display	Value
A	L 2 X 2 X 1/8

Notes

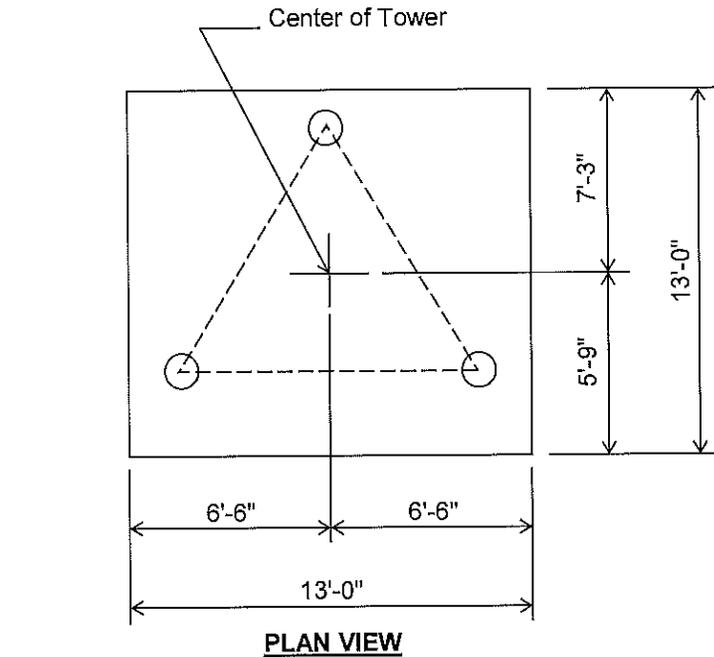
- 1) All legs are 50 ksi.
- 2) All braces are 36 ksi.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 6 hole waveguide ladders.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) (4) 3/4" dia. F1554 grade 105 anchor bolts per leg. Minimum 23.5" embedment from top of concrete to top of nut.
- 9) All unequal angles are oriented with the short leg vertical.
- 10) Weights shown are estimates. Final weights may vary.
- 11) This tower was designed for a basic wind speed of 90 mph with 0" of radial ice, and 30 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class III, Exposure Category C, Topographic Category 1.
- 12) The foundation loads shown are factored loads.
- 13) This structure has been designed with a 250% increase in antenna and line loading.

	Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6680 Fax: (712) 278-0614	Quote: 16-1434-JAC-R1 Customer: JTS INC Site Name: Murphy PD, TX Description: 90' S3TL
	Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 650 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.	Date: 04-05-16 Agenda Packet 04-05-16 Page 27 of 107

Customer: JTS INC
Site: Murphy PD, TX

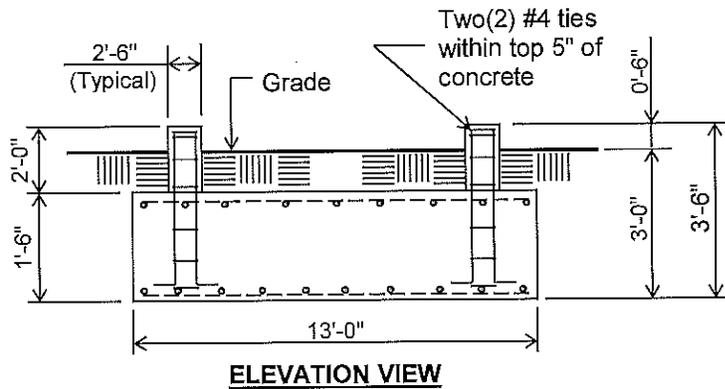
90 ft. Model S3TL Series HD1 Self Supporting Tower At
90 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G.

PRELIMINARY -NOT FOR CONSTRUCTION-



Notes:

- 1). Concrete shall have a minimum 28-day compressive strength of 4500 PSI, in accordance with ACI 318-05.
- 2). Rebar to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.



- 6). The foundation is based on the following factored loads:
Factored download (kips) = 4.01
Factored overturn (kip-ft) = 308.21
Factored shear (kips) = 6.65

(10.48 Cu. Yds.)
(1 REQD.; NOT TO SCALE)

CAUTION: Center of tower is not in center of slab.

Rebar Schedule per Mat and per Pier	
Pier	(10) #6 vertical rebar w/ hooks at bottom w/ #4 Rebar ties, two (2) within top 5" of pier then 12" C/C
Mat	(13) #6 horizontal rebar evenly spaced each way top and bottom. (52 total)

- 8). 1.5 ft of soil cover is required over the entire area of the foundation slab.



Google Earth - New Placemark

Name:

Latitude:

Longitude:

© 2016 Google

City Council Meeting
April 5, 2016

Issue

Discussion regarding Murphy Public Safety radio system component replacements and upgrades to the system.

Staff Resource/Department

Mark Lee, Fire Department
Arthur Cotton, Police Department
Wendle Medford, IT Services
Kim Parker, Dispatch
Bernie Parker, Community Services Director (Facilities)
Linda Truitt, Finance
Ron Goldsmith, Plano Communications

Summary

This discussion will center around three items – need for immediate replacement of dispatch consoles and technology upgrades in dispatch, upgrades and/or replacement of field radio equipment including hand-held and in-vehicle radios, and the relocation expenses to move dispatch to a different location within the police building. All three items are discussed in the attached document titled Proposed System Upgrades – 2016.

To summarize these three items for discussion the first and foremost is the need for immediate replacement of our existing dispatch consoles and associated radio equipment. This equipment is no longer eligible for service by Motorola, Inc. and parts are no longer available for purchase. The City of Plano radio shop has done a good job of keeping the equipment running yet parts are no longer available through traditional sources to execute repairs. When making the replacements the system will be upgraded to include software to execute items presently done manually.

The second item is that of replacement and/or software upgrades for field radios. The hand-helds carried by police, public works, code compliance, and recreation staff, along with most of the mobile radios have reached the end of serviceable life by Motorola, Inc. When these radios need repair, parts will no longer be available from Motorola, Inc. after 12/31/2018 for some of the equipment and 12/31/2019 for the remainder of the field radios. The proposed pricing on replacement field radios is good through 12/31/2017.

The third item is that of relocating the dispatch center from the present location to what is currently used as the report writing room. Due to the addition of a third console within dispatch there is concern that separation between consoles will not be enough to avoid feedback and/or excessive background noises between consoles. This item will be presented as an alternate in this proposal.

Background/History

The City of Murphy became a member of the Plano, Allen, Wylie, Murphy (PAWM) Radio Consortium through collaborative efforts of all four cities in 2009. This group participated in a large scale project to become compliant with Federal Communications Commission (FCC) directives to be able to talk across different radio platforms and manufacturers. This effort is known as P25 compliance.

The first phase of this project was completed in 2011 with the purchase and/or software upgrade of handheld, mobile, and console radio equipment. Completing this phase made all City of Murphy radios digital versus the older technology of analog radios. Signal strength increased dramatically along with clarity of messages received on the system.

Total cost for this system was approximately \$1.8 million. This included the radio and microwave equipment at the Betsy Lane water tower site. Also included are the costs for the concrete structure to house all of this equipment, the emergency power supply system for the equipment, and new radios for field use.

The dispatch consoles were nearing end of life at that time yet the decisions were made to join the PAWM system without upgrading to a “direct access to the tower” advanced technology system at that time due to financial considerations.

Financial Considerations

The first item for discussion has a cost of \$1.03 million dollars. This includes three dispatch consoles (complete) \$434,722, two Alcatel Microwaves (redundancy) \$167,902, Voice and Radio recording equipment \$230,000, Fire Station Alerting \$120,444, Emergency Medical Dispatch software \$46,168, and interfaces to the dispatch software currently in use \$29,175.

The field equipment replacement/upgrades/additions are \$507,048.

Subtotal for items 1 and 2 are \$1,535,458.39 and a contingency of 15% is recommended raising the total to \$1,765,777.15. The contingency is to fund any unforeseen items that will arise with a project of this scope.

The third component is still in development. These costs will be presented as an alternate. Remodel costs are difficult to obtain. Emergency electrical power needs are being assessed, as are HVAC requirements. As these costs become available the information will be forwarded to council.

The financing of this project will be available through tax notes. Preliminary budgetary numbers provided by First Southwest Financial indicate with a principal of \$1,87 million on a 7 year tax note annual payments would range from \$288,024 - \$292,956 with first payment due in 2017 and last payment due in 2023. See attachment First Southwest.pdf for details.

Item 1: Replacement of Dispatch Consoles	
Three dispatch consoles	\$ 434,722
Two Nokia/Alcatel Microwaves	167,902
Voice and Radio recording equipment	230,000
Fire Station Alerting	120,444
Emergency Medical Dispatch Software	46,168
Interfaces	29,175
Total Replacement of Dispatch Consoles	\$ 1,028,411
Item 2: Replacement and/or Software Upgrades of Field Equipment	
Field equipment replacement/upgrades/additions	\$ 507,048
Total of Field Equipment	\$ 507,048
Total Item 1 and 2	\$ 1,535,459
15% Contingency	230,319
Total Item 1 , 2 and Contingency	\$ 1,765,778

Other Considerations

Costs for relocation of dispatch center to be presented as alternate item when this proposal returns as an action item.

Board Discussion/Action

N/A

Action Requested

No action requested at this time – discussion item only.

Attachments

Proposed System Upgrades.pdf

First Southwest.pdf

Dispatch Console Pricing Sheet.pdf

Nokia – Alcatel Quote.pdf

Murphy IP Logger Statement of Work Proposal (3-24-2016).pdf

Fire Station Alerting Quote.pdf

Fire Station Alerting Drawings.pdf

Priority Dispatch (EMD) Quote.pdf

Proposed Console Config - Current Location.pdf



Executive Summary

Radio System Replacement/Upgrades

The City of Murphy became a member of the Plano, Allen, Wylie, Murphy (PAWM) Radio Consortium through collaborative efforts of all four cities in 2009. This group participated in a large scale project to become compliant with Federal Communications Commission (FCC) directives to be able to talk across different radio platforms and manufacturers. This effort is known as P25 compliance. Murphy was a subscriber city on the previous Plano radio system. On that system coverage was poor in many areas of town as well as many buildings. System upgrades were needed. The City of Murphy had the option to build their own system or utilize the buying power of four cities and enter into a robust radio system. The second option was exercised.

The first phase of this project was completed in 2011 with the purchase and/or software upgrade of handheld, mobile, and console radio equipment. Completing this phase made all City of Murphy radios digital versus the older technology of analog radios. Signal strength increased dramatically along with clarity of messages received on the system. The dispatch consoles were nearing end of life at that time yet the decisions were made to join the PAWM system without upgrading to a “direct access to the tower” advanced technology system at that time due to financial considerations. Instead the dispatch center continued to operate on the system using console radios. The consoles act as users on the system in a configuration known as radio frequency remote access to the system. The consoles were limited by the number of consoles in the equipment room. No additional talk groups could be accessed by dispatch. There are many talk groups that dispatch does not have access to and they have to use hand held radios to talk on those groups.

Total cost for this system was approximately \$1.8 million. This included the radio and microwave equipment at the Betsy Ln. water tower site. Also included are the costs for the concrete structure housing all of this equipment, the emergency power supply system for the equipment, and new radios for field use.

Of the three items for discussion the first and foremost is the need for immediate replacement of our existing dispatch consoles and associated radio equipment. This equipment is no longer eligible for service by Motorola, Inc. and parts are no longer available for purchase. The City of Plano radio shop has done a good job of keeping the equipment running yet parts are no longer available through traditional sources to execute repairs. When making the replacements the system will be upgraded to include software to execute items presently done manually. These tasks include a flip card system for Priority Dispatch (Emergency Medical Dispatch) that will be installed as software on the new system. This software is designed to reduce the potential for errors, prompt questions automatically without having to change dispatch cards on the flip card

deck, and attention gathering notice of point of dispatch. The second automated task proposed is that of fire station alerting. Currently a caller has to be placed on hold in order to dispatch units to a call. The fire station speakers and chief radios are activated by a cumbersome alerting system requiring many mouse clicks/key strokes. After all units are alerted the voice message has to be delivered by the dispatcher. When this is completed the dispatcher can go back to the caller and provide pre-arrival instructions. With the automated fire station alerting minimal key-strokes are required to alert the radios/stations and a computer voice does that actual dispatching. The dispatcher is no longer needing to place the caller on hold in order to get units en-route. These automated tasks should result in lower call processing times which reduces the overall response time when measured from 9-1-1 to unit arrivals.

In addition new recording equipment is proposed. This will be a network recorder that will no longer require console radios for recording purposes. The current system is limited to the number of talkgroups that can be recorded. This will expand the number of talkgroups, emergency and non-emergency phone lines, and data that can be recorded.

The second item is that of replacement and/or software upgrades for field radios. These will allow our units to become P25 Phase II compliant. Phase II allows the radio system to double the capacity for radio traffic. The City of Plano upgraded all infrastructure equipment, including that owned by the City of Murphy, through an agreement with Motorola, Inc. saving the City of Murphy a substantial amount of money. Plano advanced purchased all of their needed replacement equipment early in exchange for Motorola's cooperation in upgrading the backbone and peripheral equipment at all tower sites including Murphy.

Currently our system does not experience any radio traffic congestion resulting in busy signal "bonks"; yet if simultaneous large scale events were to occur then significant congestion would be anticipated resulting in lost/missed messages of importance. The Phase II system upgrades double the amount of radio traffic that can be going on simultaneously on the same number of frequencies in use today. This is an enhanced digitally trunked radio system upgrade.

The Phase II upgrade benefits all entities on the PAWM system. Although any radio operating on the system that is not Phase II compliant brings all radios on that talk group down to Phase I cutting the capacity in half. Mutual Aid partners for Murphy Fire Rescue will be, or currently are Phase II compliant. This will prove value should natural or man-made disasters impact any one of the member entities.

The third item is the remodel of the police building resulting in the relocation of dispatch to the report writing room. Components included in this remodel will be installing emergency power capable of running three dispatch consoles. The current center has two consoles. There will also be security features required, cabling needs, HVAC changes, and new flooring that is anti-static.

There is concern that the current center will be too congested with three consoles. There is a drawing included in the original configuration. That drawing is attached to the agenda item.

City of Murphy
Issuance of Tax Notes

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
	June 2016 - 7 Years			June 2016 - 7 Years			
<u>Year</u>	<u>Principal ⁽¹⁾</u>	<u>Interest</u>	<u>Total P+I</u>	<u>Principal ⁽²⁾</u>	<u>Interest</u>	<u>Total P+I</u>	
2016							
2017	\$ 240,000	\$ 48,024	\$ 288,024	\$ 310,000	\$ 61,070	\$ 371,070	
2018	255,000	33,806	288,806	325,000	42,919	367,919	
2019	265,000	27,956	292,956	335,000	35,494	370,494	
2020	270,000	21,938	291,938	340,000	27,900	367,900	
2021	275,000	15,806	290,806	350,000	20,138	370,138	
2022	280,000	9,563	289,563	355,000	12,206	367,206	
2023	285,000	3,206	288,206	365,000	4,106	369,106	
	<u>\$ 1,870,000</u>	<u>\$ 160,299</u>	<u>\$ 2,030,299</u>	<u>\$ 2,380,000</u>	<u>\$ 203,833</u>	<u>\$ 2,583,833</u>	

(1) Provides \$1.8 million in proceeds to the City. Includes all applicable estimated costs of issuance.

(2) Provides \$2.3 million in proceeds to the City. Includes all applicable estimated costs of issuance.

7.

PRICING

Motorola is pleased to provide the following equipment and services to City of Murphy:

• Equipment Cost	\$ 322,369.51
• Installation Cost	\$ 84,223.00
• On-Site (24/7) Warranty	\$ 23,808.00
• Freight	\$ <u>4,321.00</u>
SYSTEM TOTAL	\$ 434,721.51

January 25, 2016



City Of Plano

Plano to Murphy-Rev 3

Proposal #
15.US.603117.02

Prepared by: Barry Jones
Phone Number: (972) 477-4351
Email: Barry.Jones@nokia.com

Customer Solutions Manager: Kevin Pierce
Phone Number: (972) 477-5520
Email: Kevin.Pierce@Nokia.com

Account Executive: Curt Garrett
Phone Number: (972) 477-0084
Email: Curt.Garrett@Nokia.com

Systems Engineer: Sal Lopez
Phone Number: 214-923-2798
Email: Salvador.Lopez@Nokia.com

This Proposal is submitted pursuant to the terms and conditions of the existing general purchase agreement between Nokia and City Of Plano. Should no general purchase agreement exist, this Proposal is submitted pursuant to Nokia standard terms and conditions for such items and/or services as proposed herein.

E-Mail PO to Ordernow@nokia.com and reference the Proposal # on cover sheet.

City Of Plano
 Plano to Murphy-Rev 3
 Proposal #

15.US.603117.02

January 25, 2016

Item	Category	Item Description	Extended Price
1.00 HARDWARE/SOFTWARE and SPARES			
1.02	9500MPR Radio	Microwave Packet Radio	\$27,086.50
1.03	7705 Service Aggregation Routers	Router	\$9,046.00
1.09	Antenna Materials	Antenna Materials	\$13,619.53
1.10	SPARES	Spares	\$9,238.40
HARDWARE/SOFTWARE and SPARES SubTotal:			\$58,990.43
2.00 TRANSMISSION ENGINEERING SERVICES			
2.01	PATH SURVEYS	Field Survey	\$11,079.00
2.02	PATH DESIGN	Design	\$700.00
2.03	FREQUENCY COORDINATION	Coordination	\$2,010.00
2.04	FCC LICENSING	Licensing	\$1,395.00
2.05	ENGINEERING	Engineering	\$700.00
TRANSMISSION ENGINEERING SERVICES SubTotal:			\$15,884.00
3.00 INSTALLATION SERVICES			
3.01	RADIO & ANTENNA INSTALLATION	Installation, Test, and Turn Up	\$84,050.18
INSTALLATION SERVICES SubTotal:			\$84,050.18
4.00 ENGINEERING SERVICES			
4.03	PROGRAM MANAGEMENT	PMO	\$5,677.86
4.04	APPLICATION ENGINEERING	Microwave Products	\$1,800.00
4.05	APPLICATION DRAWINGS	Microwave Products	\$1,500.00
ENGINEERING SERVICES SubTotal:			\$8,977.86
Project Total:			\$167,902.47
6.00 OPTIONS			
6.01	Warranty/Maintenance Service	Year 1	\$3,193.90
6.02	Warranty/Maintenance Service	Year 2	
6.03	Warranty/Maintenance Service	Year 3	
6.04	Warranty/Maintenance Service	Year 4	
6.05	Warranty/Maintenance Service	Year 5	
6.06	ON SITE TRAINING	Training at Customer Facility	
6.07	TRAINING	Training Classes	

E-Mail PO to Ordernow@Alcatel-Lucent.com and reference the ALU Proposal # on cover sheet.

Pricing Notes:

- The budgetary planning pricing included above provided by Nokia is indicative only, solely to inform City Of Plano of Nokia's current estimate of prices for the relevant items(s) to enable City Of Plano to evaluate its potential interest.
- The terms and conditions, including planning pricing, of the items provided under this Proposal or subsequent agreements are subject to future negotiations and future agreement on the terms and conditions which would any sale. *There are no penalties, liquidated damages or other remedies associated with changes to the pricing.*
- Prices are valid for 60 days.
- This pricing is valid only for the equipment, equipment features, and services explicitly described within this proposal. *Any equipment item, equipment feature, installation item, or service not explicitly described in this bid is not included in this pricing, and any addition of such will require a revised proposal with modified pricing. Please review all sections of this bid carefully for details as to what this proposal includes, and what assumptions have been made.*
- Pricing is based on attached Scope Of Work, Assumptions, Detailed Equipment List and/or Design Configurations.
- Taxes, transportation, ancillary material, travel and living expenses are excluded.
- Typical equipment lead time is approximately 8 weeks or sooner After Receipt of Purchase Order with valid frequencies based on equipment availability. Lead time can be confirmed After Receipt of Purchase Order and order scheduling.

Contract #:
Customer: City Of Plano
Project: Plano to Murphy-Rev 3
Proposal #: 15.US.603117.02
Date: January 25, 2016
Prepared by: Barry Jones
Phone: (972) 477-4351
Email: Barry.Jones@nokia.com

Number of Paths: 2
Number of Sites: 3

Part Number	Description	Unit Sell Price	System Quantity Extended	System Line Item Extended	Ave N Tower	Betsy_Murphy_WT	Murphy Dispatch
Radio Information							
					95MPR11-C64A10-44-21-NS TX 11200 / RX 11200 T/F Murphy Dispatch - CH 1	95MPR11-C64A10-44-21-NS TX 11200 / RX 11200 T/F Murphy Dispatch - CH 1	95MPR11-C64A10-44-21-NS TX 11200 / RX 11200 T/F Ave N Tower - CH 1 95MPR11-C64A10-44-21-NS TX 11200 / RX 11200 T/F Betsy_Murphy_WT - CH 1
9500 MPR Microwave Switching Shelf (MSS)				\$1,908.00			
3EM23067AAAA	9500 MPR CT License (Per PC Installed)	\$200.00	3	\$600.00	1	1	1
3DB18970BHBC	9500 MPR R6.0 SW Electronic Delivery Kit ICS03	\$400.00	3	\$1,200.00	1	1	1
3DB19275AAAA	9500 MPR R6.0.0 O and M Manual Electronic Delivery OLC5	\$36.00	3	\$108.00	1	1	1
9500 MPR Microwave Packet Transceiver (MPT)				\$17,648.00			
3DB20547BC	MPT-HC 11199-11485MHz,TX HIGH,490/500 MHz, CH1P/1, w/LA GR-3108	\$4,412.00	2	\$8,824.00	1	1	
3DB20546BC	MPT-HC 10933-11200MHz,TX LOW,490/500 MHz, CH2/2P, w/LA GR-3108	\$4,412.00	2	\$8,824.00			2
9500 MPR RTUs - per ODU/RF Transceiver/ Upgrade				\$5,600.00			
3EM23073AAAA	9500 MPR Adaptive Modulation RTU	\$600.00	4	\$2,400.00	1	1	2
3EM24745AAAA	9500 MPR/MSS1c OS License	\$600.00	4	\$2,400.00	1	1	2
3EM23068ABAA	RTU 80Mbps TRX Capacity	\$200.00	4	\$800.00	1	1	2
9500 MPR Microwave Packet Transceiver Accessories				\$1,930.50			
3EM24705AA	Universal ODU Rack Mount Kit, 11 GHz	\$196.00	3	\$588.00	1		2
1AB328430001	Lightning arrester for Cat5e cable	\$544.50	1	\$544.50		1	
3CC50251AA	Ground kit - (qty 3 per run under 100', add 1 each 100' more)	\$45.00	3	\$135.00		3	
1AD173640001	BRL Cushion BC141X 1-5/8in,10@0.24in,10p	\$34.50	5	\$172.50		5	
916626	HANGER, STACKABLE 1-5/8 10 KIT	\$18.00	5	\$90.00		5	
3CC50129AA	DC injector Box	\$187.50	1	\$187.50		1	
3CC52191AA	Light Service alignment kit with LEMO connector	\$213.00	1	\$213.00		1	
Antenna Materials				\$13,619.53			
1AC016760006	Cat5e cable - GLP is per foot	\$0.75	160	\$120.00		160	
1AB074610027	RJ-45 connector for indoor and outdoor ends of cat5e	\$6.00	4	\$24.00		4	
1AB150990002	R2CT connector protection for RJ45 outdoor	\$26.25	1	\$26.25		1	
10039985	SC3-W100AC - 3ft Hi Perf, CPR90G, Single Pol Ant., Includes Radome, NO struts	\$674.73	3	\$2,024.19	1		2
10038136	SC3-W100AMP - 3' Hi Perf, Integrated (MPT-HC), Single Pol Ant., Includes Radome	\$596.70	1	\$596.70		1	
810261-001	Standard Elliptical Waveguide E105 (10.0 - 11.7 GHz)	\$8.57	315	\$2,698.92	105		210
399289-101	Connector, Tunable (C90-105TG)	\$227.95	3	\$683.86	1	0	2
399289-103	Connector, Non-Tunable (top) (C90-105FG)	\$227.95	3	\$683.86	1	0	2
916533-108	Hoisting Grip (HOIST1-105L) - Lace-up (E105,E78)	\$11.98	3	\$35.94	1	0	2
921234-108	Grounding Kit - 60" wire, E105 (GKIT-60-105)	\$14.69	9	\$132.19	3	0	6
920981-007	Hanger kit for E105, 7/8" coax (CLAMP-105) (10 pack, bolt-on)	\$13.83	11	\$152.14	4	0	7
915255	Angle Member Adapter Kit, 3/8" Stainless Steel (ANGLE-CLPI) (10 pack)	\$37.90	3	\$113.69	1	1	1
CEIL12-5I	Ceiling Adapter Kit, 12" (CEIL12-5I) - waveguide only	\$26.22	3	\$78.67	1	0	2
920745	Wall/Roof Feed Thru E/EP105 - 1 per boot (WFT-105)	\$17.73	3	\$53.20	1		2
915006-W	Hardware Kit, HDWK3/8-16X1, 3/8" - 16 x 1" bolt (915006) - 10 each lock washers, I	\$7.76	11	\$85.33	4	0	7
400130	Pressure Window (WPW-090EP) - mates to CPR90G	\$23.24	3	\$69.72	1	0	2
400394	4' Twistflex - non-integrated ODU to antenna - CPR90G flanges (1 per antenna) - Tv	\$516.99	3	\$1,550.97	1	0	2
916705-W	Twistflex hanger kit WR90 (916705)	\$42.69	3	\$128.06	1	0	2
915665	4" Boot with 1 Hole for E105 (BOOT4-105)	\$40.97	3	\$122.92	1	0	2
10042196	Automatic Dehydrator (APD20-D-35EH2R24S1), 120v, 3-5 psi, Hi psi, Lo psi, Hum air	\$2,210.85	1	\$2,210.85			1
20040835	Dehydrator Wall Shelf for APD20 (20040835)	\$89.52	1	\$89.52			1
920204-W	Gas Distribution Manifold, 4 Port, 0-15PSIG (920204)	\$269.26	2	\$538.53	1		1
SVC-YGRL	Freight Per Antenna (Up to 3ft)	\$350.00	4	\$1,400.00	1	1	2
HARDWARE TOTAL				\$40,706.03	\$10,141.69	\$8,945.35	\$21,618.99



601 Data Drive
 Plano, TX 75075

Part Number	Description	Unit Sell Price	System Quantity Extended	System Line Item Extended
<u>7705 SAR-8 Base HW</u>				
3HE06791AA	SAR-8 SHELF V2	\$480.00	1	\$480.00
3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2)	\$1,400.00	2	\$2,800.00
3HE02784JA	SAR RELEASE 7.0 BASIC OS LICENSE	\$340.00	1	\$340.00
3HE02776AB	8 PORT GE/FE ETHERNET CARD V2	\$2,080.00	2	\$4,160.00
3HE00027CA	SFP - GIGE SX - LC ROHS 6/6 DDM -40/85C	\$138.00	2	\$276.00
<u>5620 SAM licenses</u>				
3HE03603NA	5620 SAM-E/A/P R12 LICENSE - 7705 SAR-8	\$990.00	1	\$990.00
<u>7705 SAR Total:</u>				\$9,046



CUSTOMER: City of Plano/City of Murphy
ENGINEER: Salvador Lopez

Pricing Summary _____

DATE: 25-Jan-16 _____

PRICING: _____

QUOTE ID: _____

Terms and Conditions

1. This quotation is valid for thirty days from the date of Issue.
2. All prices are in USD
3. Duties and taxes are to be added to prices shown.
4. All quotation and orders are subject to Nokia's standard terms and conditions applicable to the products and/or services included in the quotation unless otherwise agreed in writing.
5. Payment terms: Thirty days from date of invoice.
6. Shipping Terms and Risk of Loss transfer: FCA, Origin, unless otherwise agreed in writing. Risk of loss transfers at shipment.
7. Delivery times: As agreed in writing, and in the absence of agreement will be subject to Alcatel's standard current lead times.
8. Errors and omissions excepted.
9. Quote No. must be referenced in your purchase order.



601 Data Drive
Plano, TX 75075

Customer: City Of Plano
Project: Plano to Murphy-Rev 3
Proposal # 15.US.603117.02
Date: January 25, 2016
Prepared by: Barry Jones

Part Number	Description	Unit Sell Price	System Quantity Extended	System Line Item Extended	SPARES
Spares					
1AB328430001	Lightning arrestor for Cat5e cable	\$290.40	1	\$290.40	1
3DB20547BC	MPT-HC 11199-11485MHz,TX HIGH,490/500 MHz, CH1P/1, w/LA GR-3108	\$4,412.00	1	\$4,412.00	1
3DB20546BC	MPT-HC 10933-11200MHz,TX LOW,490/500 MHz, CH2/2P, w/LA GR-3108	\$4,412.00	1	\$4,412.00	1
3CC50129AA	DC injector Box	\$100.00	1	\$100.00	1
1AB074610027	RJ-45 connector for indoor and outdoor ends of cat5e	\$6.00	4	\$24.00	4
HARDWARE TOTAL				\$9,238.40	\$9,238.40



601 Data Drive
Plano, TX 75075

Customer: City Of Plano
Project: Plano to Murphy-Rev 3
Proposal # 15.US.603117.02
Date: January 25, 2016

Part Number	Description	Unit Sell Price	System Quantity Extended	System Line Item Extended
<u>TRANSMISSION ENGINEERING SERVICES</u>				
SVC-KWIE-ENGR	Path Survey (1st hop for a multi-hop system) (per Path)	\$3,933.00	1	\$3,933.00
SVC-KWIE-ENGR	Path Survey (2nd hop+ for a multi-hop system) (per Path)	\$3,146.00	1	\$3,146.00
SVC-KWIE-ENGR	Path Survey Mob & Demob (estimate) (per Survey)	\$4,000.00	1	\$4,000.00
<u>PATH DESIGN</u>				
SVC-KWIE-ENGR	System Map (1-25 paths) (per Map)	\$100.00	1	\$100.00
SVC-KWIE-ENGR	Path Design (per Path)	\$150.00	2	\$300.00
SVC-KWIE-ENGR	Path Performance Calculations (per Path)	\$150.00	2	\$300.00
<u>U.S. DOMESTIC FREQUENCY SELECTION / COORDINATION</u>				
SVC-KWIE-ENGR	Frequency Selection (per Path)	\$850.00	2	\$1,700.00
SVC-KWIE-ENGR	Normal 30-day Prior Coordination (per System)	\$310.00	1	\$310.00
<u>FCC LICENSE APPLICATION</u>				
SVC-KWIE-ENGR	FCC License Application (Form 601) (per Site)	\$465.00	3	\$1,395.00
<u>TECHNICAL SUPPORT / CONSULTING</u>				
SVC-KWIE-ENGR	Transmission Systems Engineer (per Hour)	\$175.00	4	\$700.00
<u>ENGINEERING SERVICES</u>				
SVC-KWIE-ENGR	Application & System Engineering	\$600.00	3	\$1,800.00
SVC-KWIE-ENGR	Application & System Drawings	\$500.00	3	\$1,500.00
300702487	Program Management (PMO)	\$1.00	5677.861208	\$5,677.86
SVC-KWIE-ENGR	FACTORY INTEGRATION	\$1.00	0	\$0.00
SVC-KWIE-ENGR	CUSTOMER WITNESS TEST	\$1.00	0	\$0.00
SERVICES TOTAL				\$24,861.86



601 Data Drive
Plano, TX 75075

Customer: City Of Plano
Project: Plano to Murphy-Rev 3
Proposal # 15.US.603117.02
Date: January 25, 2016
Paths: 2
SSP: 4
Years: 1

MSS/SSP	Qty
MSS-8	0
MSS-4	0
MSS-1	0
MSS-O	0
MPre OS	4

Part Number	Description	Product Type	Quantity/Units	System Line Item Extended	Year 1	Year 2	Year 3	Year 4	Year 5
Part Category									
301090767	TECH SUPPORT - Gold (Per Path, Per Year)	ALL WT	2	\$277.40	\$138.70	\$138.70	\$138.70	\$138.70	\$138.70
301090775	Standard Repair (45 days US; Per Path, Per Year)	9500 MPR	2		warranty	\$1,005.00	\$1,005.00	\$1,005.00	\$1,005.00
301090791	Advanced Exchange (1 day US; Per Path, Per Year)	9500 MPR			\$75.00	\$1,080.00	\$1,080.00	\$1,080.00	\$1,080.00
301013231	7705 SAR-8 with 5620 SAM TS Gold	7705 SAR-8 with 5620 SAM	1	\$2,916.50	\$2,916.50				
301048468	Standard Return for Repair	7705 SAR-8	1		warranty				
HARDWARE TOTAL				\$3,193.90	\$3,193.90				



601 Data Drive
Plano, TX 75075

Customer: City Of Plano
Project: Plano to Murphy-Rev 3
Proposal # 15.US.603117.02
Date: January 25, 2016

Description	Unit Sell Price	System Quantity Extended	System Line Item Extended	Ave N Tower	Betsy_Murphy_WT	Murphy Dispatch	Doghhouse	Radio Shop	Mobilization to/from Customer Site	
Installation Services			\$68,070.08	\$19,930.79	\$16,636.14	\$26,388.95	\$2,573.20	\$2,541.00		
On-Site Labor			\$0.00							
SVC-QHIE-INST	Site Survey	\$1,260.00	2	\$2,520.00		1				
SVC-QHIE-INST	Inside Plant Installation including equipment racks, 9500 MRP-E and 7705	\$1,694.00	4	\$6,776.00	1	1				
SVC-QHIE-INST	Outside Plant mounts, antennas and waveguide labor #1	\$17,287.20	1	\$17,287.20			1			
SVC-QHIE-INST	Outside Plant mounts, antennas and waveguide labor #2	\$11,300.80	1	\$11,300.80		1				
SVC-QHIE-INST	Outside Plant mounts, antennas and waveguide labor #3	\$14,641.20	1	\$14,641.20	1					
SVC-QHIE-INST	Antenna mounts and miscellaneous materials (including WR90 E Bends for ODU) #1	\$1,093.34	1	\$1,093.34		1				
SVC-QHIE-INST	Antenna mounts and miscellaneous materials (including WR90 E Bends for ODU) #2	\$868.39	2	\$1,736.78	1					
SVC-QHIE-INST	TSM-8000 Upgrade and database update to add new site and equipment.	\$2,541.00	1	\$2,541.00				1		
SVC-QHIE-INST	7705 Configuration and DS1 Circuit End to End circuit testing. #1	\$2,881.20	1	\$2,881.20		1				
SVC-QHIE-INST	7705 Configuration and DS1 Circuit End to End circuit testing. #2	\$1,288.00	1	\$1,288.00		1				
SVC-QHIE-INST	7705 Configuration and DS1 Circuit End to End circuit testing. #3	\$2,727.20	1	\$2,727.20	1					
SVC-QHIE-INST	7705 Configuration and DS1 Circuit End to End circuit testing. #4	\$2,573.20	1	\$2,573.20			1			
SVC-QHIE-INST	Wall Mount Rack 19"W x 38-1/2"H x 18"D Black Including Shipping	\$704.16	1	\$704.16		1				
Mob & Demob Labor/Travel Expenses			\$10,099.20	\$10,099.20					\$10,099.20	
SVC-QHIE-INST	Two (2) Man Tower T & E (per system)	\$1,683.20	2	\$3,366.40					2.000	
SVC-QHIE-INST	Four (4) Man Tower T & E (per system)	\$1,683.20	4	\$6,732.80					4.000	
Job Management (D&I PM, NOT PMO/CFPM)				\$5,880.89						
	D&I Project Management (NOT PMO/CFPM)	\$1.00	5880.8946	\$5,880.89	\$1,176.18	\$1,176.18	\$1,176.18	\$1,176.18	\$1,176.18	
SERVICES TOTALS				\$84,050.18	\$21,106.97	\$17,812.32	\$27,565.13	\$3,749.38	\$3,717.18	\$10,099.20

MCC7500 IP LOGGER



The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
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USA

Tel. + 1 847 576 5000
Fax + 1 847 538 6020

March 24, 2016

Chief Mark Lee
City of Murphy
502 N Murphy Rd
Murphy, Texas 75074

Subject: Proposal for a MCC7500 IP Logger

Dear Chief Lee,

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

To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution is for the NICE IP LOGGER and provides:

- NICE IP Voice recorder

This proposal consists of this cover letter and the Communications System Agreement (CSA), together with its Exhibits. This proposal shall remain valid for a period of ninety (90) days from the date of this cover letter. The City of Murphy may accept the proposal by delivering to Motorola the CSA signed by the City of Murphy Representative. Alternatively, Motorola would be pleased to address any concerns that the City of Murphy may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Bobby Thompson at 469-236-373.

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

Sincerely,

Motorola Solutions, Inc.

Bobby Thompson
Motorola Account Executive
DFW Communications Inc.

TABLE OF CONTENTS

Section 1	1-1
Statement of Work.....	1-1
1.1 Motorola Responsibilities	1-1
1.2 City of Murphy Responsibilities	1-1
Section 2	2-1
System Description	2-1
Section 3	3-1
Acceptance Test Plan	3-1
Section 4	4-1
Service/Warranty.....	4-1
Section 5	5-1
Equipment List	5-1
Section 6	6-1
Pricing	6-1
Section 7	7-1
Contractual Documentation	7-1
Section 8	8-1
Our commitment.....	8-1

SECTION 1

STATEMENT OF WORK

Motorola is proposing to the City of Murphy the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Dispatch	Nice Logger
Dispatch	Archive Information Server
Dispatch	Play Back work Station

1.1 MOTOROLA RESPONSIBILITIES

Motorola’s general responsibilities include the following:

- Perform the installation of the Motorola supplied equipment described above.
- Schedule the implementation in agreement with City of Murphy.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide City of Murphy with the appropriate system interconnect specifications.

1.2 CITY OF MURPHY RESPONSIBILITIES

City of Murphy 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. The City of Murphy general responsibilities include the following:

- This proposal is dependent upon the establishment of a Motorola MCC 7500 Console site tied to the City of Plano Master CORE
- Provide all buildings, equipment shelters, and towers required for system installation
- Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Make any necessary site improvements to meet R56 standards.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all City of Murphy vendors or other contractors.
- Remove, relocate or dispose of obsolete communications equipment as required.

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

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.

- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the customer.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.

SECTION 2

SYSTEM DESCRIPTION

PRODUCT DATA SHEET
MCC 7500 IP LOGGING RECORDER



FOCUSED ON THE MISSION, NOT THE TECHNOLOGY

MCC 7500 IP LOGGING RECORDER SOLUTION

Panicked citizens and inundated dispatchers. First responders frantically trying to assess a situation with fragmented and conflicting information. Emergencies are chaotic. To assess performance afterwards, to get even better for the future, you need a precise record of communications and an easy way to access exactly the files needed to recreate an event.

You get it all with the MCC 7500 IP Logging Recorder developed by Motorola and NICE® Systems, Inc. for the ASTRO® 25 network.

A SEAMLESS SOLUTION CERTIFIED TO BE RELIABLE

The MCC 7500 IP Logging Recorder is a seamless, dedicated solution for the Motorola MCC 7500 IP Dispatch Console. It is the only ASTRO 25 logging recorder solution that sits on the radio system's IP network, approved for every release, and that meets all of the extensive Motorola performance specifications required to be implemented on the network. Plus, you get the uncompromising reliability and quality that are unique to Motorola.

A COMPREHENSIVE RECORD OF EVERY CALL

You get far more than just an audio recording of a conversation. Through its NICE Inform Lite application you see all of the valuable data associated with each call: radio ID, alias, talk group, emergency alarms, supergroup dispatches, and changes to a talk group's tactical/normal selections.

PRODUCT DATA SHEET
MCC 7500 IP LOGGING RECORDER

FULLY DIGITAL, OPTIMAL AUDIO, AND SUPERIOR SECURITY

You can listen to recordings with the identical clarity heard by the person operating the console at the time the call came in. Audio is recorded and stored in its native vocoded format – the identical form that it passed through the radio system. This eliminates degradation and provides for optimal audio.

Integration with ASTRO 25 makes it possible to partition your archives. Multiple agencies can share a system to achieve interoperability, streamline storage and lower cost. Each department (police, fire, public works, etc.) has its own dedicated access to just the communication they need to playback.

You can achieve a high degree of security with the ASTRO 25 system and true end-to-end encryption by adding secure capability to the dispatch console and the archiving interface server.

Plus, with the MCC 7500 IP Logging Recorder you have the flexibility to provide centralized or distributed logging of conventional or trunked radio audio, its associated call information, and even some radio system events.

KEY FEATURES

Archiving Interface Server (AIS) – This is the interface that sits between your radio system and the MCC 7500 IP Logging Recorder. It makes it possible to record calls and the call related data. You need one AIS for each logging recorder. The AIS also:

- Monitors the resources you specify
- Passes call-control information to the logging recorder
- Redirects audio from monitored channels to the logging recorder

MCC 7500 IP Logging Recorder – This server stores all the call control information and vocoded audio packets associated with each call that it receives from the AIS. The system administrator specifies the talkgroups, conventional channels, etc. that are recorded so that the information can later be easily retrieved when it is needed.

Simultaneous Recording for up to 120 Calls – The MCC 7500 IP Logging Recorder has the same capacity as the AIS: it can handle up to 120 simultaneous calls including trunked talkgroups and conventional channels.

Types of Calls Recorded Include:

- Announcement group calls
- Site-wide group calls
- Talk group calls
- Analog and digital conventional calls via a digital conventional channel gateway
- Emergency on trunking/digital conventional



Information captured for every call includes:

- Date and time stamp
- Type of call with ID and alias (if applicable)
- Unit ID of the device originating the call
- Unit ID alias of the device originating the call
- Site ID where the call originated
- Zone ID where the call originated
- Secure on non-secure call designation
- announcement group calls

Dispatcher-initiated events recorded include:

- Call alert
- Emergency alarm
- Emergency acknowledge & knockdown
- Repeat control
- Resource status
- Talk group priority status
- Main/Alternate status
- Frequency control

PRODUCT DATA SHEET
MCC 7500 IP LOGGING RECORDER

INFORM LITE RECONSTRUCTION APPLICATION

Your NICE Inform Lite application resides on a conventional PC to become the Replay Workstation. Here is where recorded audio is devocoded, converted to analog and played back.

The audio you hear has the identical sound quality as that heard originally at the MCC 7500 IP dispatch console. This is because NICE Inform Lite supports all the vocoders used in the system and uses the same error mitigation techniques.

You can save a call on the replay station as a complete call (with audio and any associated data) or as a simple .wav file. And user replay accounts can be configured by agency to further expand the partitioning functionality.

Audio and events which have been recorded by the logging recorder(s) are accessed via the browser based Inform Lite application. A state-of-the-art multiple channel search and replay tool, Inform Lite is the standard shipping solution for the MCC 7500 IP Logging Recorder providing the ability to seamlessly retrieve audio and associated call data from radio and telephony recorders. It provides enhanced flexibility for replay across different networks. Presented in a graphical time-line view, the search results can be broken down by individual channels, talk groups, or unit ID's. Filters are the key to this simple, yet powerful, call and data retrieval. Within each filter, multiple criteria including date and time ranges, single or multiple Radio ID's or Alias', Talk Groups, or even Multi-group (Patch/Multiselect) can be

selected to refine searches. Once retrieved, replay controls enable play, pause, stop, skip, variation of replay speed, Automatic Gain Control, play markers to isolate a specific section, and a variety of other options can be used to analyze the calls and data. For a more detailed analysis or for evidential purposes, scenarios may be output to electronic files as either standard .wav files or as secure files. Centralized system and user administration makes managing the system simpler. It also includes system event tracking through a comprehensive audit feature. Inform Lite provides the ease of use and flexibility required in the field. With its intuitive GUI, powerful filtering capabilities, file output capabilities and centralized management, users get the information they need for analysis, investigation, and evidence both quickly and easily.

ADMINISTRATOR APPLICATION

The logging recorders and replay workstations are configured and managed by the NICE Administrator. This application resides on the replay workstation and enables you to configure all system resources including users, user replay security, loggers and databases.

The system administrator can:

- Determine talk groups and conventional resources to be recorded
- Identify the secure and non-secure calls to be recorded
- Prioritize talkgroups and conventional resources to determine which calls to keep when capacity limits are exceeded
- Assign access rights for replay station user accounts



PRODUCT DATA SHEET
MCC 7500 IP LOGGING RECORDER

SPECIFICATIONS

The MCC 7500 IP Logging Recorder solution uses two G9 servers running on Intel® Xeon® Processor servers with two logical drives in a RAID 1 array configuration on the primary recording server and four logical drives in a RAID 1 array configuration on the storage server. This provides up to 500,000 on-line channel hours, 6 hot plug redundant fans, redundant hot plug power supplies and a Windows™ Server. It is scalable to add capacity with the purchase of additional call licenses.

MCC 7500 IP Logging Recorders:

- TT2668 10 Simultaneous Call Audio and Event Archiving Recorder
- TT2669 120 Simultaneous Call Audio and Event Archiving Recorder
- TT05784AA 10 Simultaneous Call Capacity Increase (Up To 120 Max)

MCC 7500 Redundant IP Logging Recorders:

- TT05782AB Redundant 10 Simultaneous Call Audio and Event Archiving Recorder
- TT05783AB Redundant 120 Simultaneous Call Audio and Event Archiving Recorder
- TT05785AA Redundant 10 Simultaneous Call Capacity Increase (Up To 120 Max)

Vocoder Algorithms Supported

Different vocoder formats are used: IMBE (4.8 kb/s) in ASTRO 25 systems 7.5 or earlier and AMBE+2 in 7.6 and later, ACELP (5.1 kb/s) in Dimetra® systems and G728 (16 kb/s) for conventional calls.

TECHNICAL SPECIFICATIONS*

	IP RECORDER HP® DL360 G9
Size (H x W x D)	1.7 x 17.1 x 27.5 in
Weight (Typical Configuration)	32 – 42.3 lb
Rated Line Voltage	100 TO 240 VAC
BTU Rating	1979 BTU/hr (@100 VAC)
Power Supply Output	Steady State Power: 500 W (@ 100 to 240 VAC) Max Peak Power: 500 W (@ 100 to 240 VAC)
Standard Operating Support	Temperature Range: 50° to 95° F Relative Humidity: 8% to 90%

* Specifications are subject to change.

To learn more about MCC 7500 IP Logging Recorder, contact your Motorola representative or visit motorolasolutions.com/dispatch

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. motorolasolutions.com

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2-4 System Description

City of Murphy

- 20 - P25 radio channels from core 7.XX
- 8 - 911 - Intrado (VOIP) must be v4.1 SP2/SP3/SP4-
- 8 - Admin - Avaya Office
- 8- 2, wire analog audio
- AVAYA Office phone sets must meet the Certified/tested phone models.
- Passive recording requires a span port provided by the customer;
- IP phones must meet the following criteria:
 - Static IP traffic
 - unencrypted
 - Supports standard codecs. G711 or g.729
- Inform Lite Bundle proposed includes 1- concurrent Reconstruction User License

SECTION 3

ACCEPTANCE TEST PLAN

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

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

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

SECTION 4

SERVICE/WARRANTY

Motorola’s standard warranty covers on-site response during normal business hours and provides for the repair or replacement of defective hardware components.

In addition, Motorola provides a customized support package to meet your needs. We have included the following additional services in your support plan.

On Motorola’s behalf, NICE Systems, Inc. will provide customized support services during the warranty period on the proposed NICE Logging system. Warranty support services will be enhanced to NICE’s Gold Level of support, providing 24x7 Support services. These Gold Level support services are available for purchase post-warranty.

This Gold Level bundle of NICE support services to be delivered is outlined below:

Gold Level

Support Coverage	Twenty-four (24) hours, seven (7) days per week. (24x7)
Call Back Response Time	Sixty (60) minutes after receipt of call from authorized representative
On-Site Response Time for Priority 1 Service Issues	Four (4) hours

SECTION 5

EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

Quantity	Description
1	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON-RETURNABLE)
1	19 INCH NON-TOUCH MONITOR, BLACK
1	MOTOROLA VOICE PROCESSOR MODULE
1	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
1	ADD: MCC 7500 SECURE OPERATION
1	ADD: AES ALGORITHM
1	ADD: AC LINE CORD, NORTH AMERICAN
1	NICE LOGGER

SECTION 6

PRICING

Motorola is pleased to provide the following equipment and services to City of Murphy:

Equipment	\$ 110,099.00
Installation & Optimization	\$ 78,824.00
1st Year 24x7 Support Service Package	\$ 15,115.00
Total	\$ 204,038.00

Year 2, 24x7 Support Service Package	\$ 23,578.00
Year 3, 24x7 Support Service Package	\$ 24,286.00
Year 4, 24x7 Support Service Package	\$ 25,014.00
Year 5, 24x7 Support Service Package	\$ 25,765.00

SECTION 7

CONTRACTUAL DOCUMENTATION

Communications System Agreement

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

Section 1 EXHIBITS

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

- Exhibit A Motorola “Software License Agreement”
- Exhibit B “Payment Schedule”
- Exhibit C “Technical and Implementation Documents”
 - C-1 “System Description” dated March 24, 2016
 - C-2 “Equipment List” dated March 24, 2016
 - C-3 “Statement of Work” dated March 24, 2016
 - C-4 “Acceptance Test Plan” or “ATP” dated March 24, 2016
 - C-5 “Performance Schedule” dated March 24, 2016
- Exhibit D Service Statement(s) of Work and “Service Terms and Conditions” (if applicable)
- Exhibit E “System Acceptance Certificate”

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. “Acceptance Tests” means those tests described in the Acceptance Test Plan.
- 2.2. “Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. “Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. “Confidential Information” means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party’s possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

2.5. “Contract Price” means the price for the System, excluding applicable sales or similar taxes and freight charges.

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

2.7. “Equipment” means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

2.8. “Force Majeure” means an event, circumstance, or act of a third party that is beyond a Party’s reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.9. “Infringement Claim” means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.10. “Motorola Software” means Software that Motorola or its affiliated company owns.

2.11. “Non-Motorola Software” means Software that another party owns.

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

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

2.14. “Software” means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

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

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

2.17. “System” means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.

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

2.19. “Warranty Period” means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

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

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

the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

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

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

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

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

3.9. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date),

Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

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

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

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

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

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

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

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

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

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

Section 6 SITES AND SITE CONDITIONS

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

Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

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

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

Section 7 TRAINING

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

Section 8 SYSTEM ACCEPTANCE

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

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

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

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

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

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

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

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

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

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

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

Section 10 DELAYS

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

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

Section 11 DISPUTES

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

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

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

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

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

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

Section 12 DEFAULT AND TERMINATION

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

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

Section 13 INDEMNIFICATION

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

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

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

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

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

charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

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

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

Section 14 LIMITATION OF LIABILITY

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

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

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

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their

Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

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

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

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

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

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

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

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

and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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

Motorola Solutions, Inc. City of Murphy
 Attn: _____ Attn: _____

 fax: _____ fax: _____

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

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

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

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

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

Motorola Solutions, Inc.

City of Murphy

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 Murphy ("Licensee").

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

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

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

Section 4 LIMITATIONS ON USE

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

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

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

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

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

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

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

Section 8 TERM AND TERMINATION

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

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

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

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

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

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the

appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

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

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

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

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

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

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

Exhibit B**PAYMENT SCHEDULE**

Except for a payment that is due on the Effective Date, the City of Murphy 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 Contract Price due upon contract execution;
2. 60% of the Contract Price due upon shipment of equipment;
3. 5% of the Contract Price due upon installation of equipment;
4. 5% of the Contract Price upon system acceptance or start of beneficial use; and
5. 5% of the Contract Price due upon Final Acceptance.

Motorola reserves the right to make partial 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.

Exhibit C

TECHNICAL AND IMPLEMENTATION DOCUMENTS

Exhibit D
SERVICE STATEMENT(S) OF WORK
and
SERVICE TERMS AND CONDITIONS (IF APPLICABLE)

Exhibit E
System Acceptance Certificate

Customer Name: City of Murhy

Project Name: MCC7500 IP Logger

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

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

City of Murphy Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

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

City of Murphy Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SECTION 8

OUR COMMITMENT

Motorola Solutions connects people through technology. Businesses and government agencies around the world turn to Motorola Solutions innovations when they want highly connected teams that have the information they need throughout their workdays and in the moments that matter most to them.

You can find Motorola Solutions products and services in a wide range of workplaces. From the retail floor to the warehouse floor, and from the small town police station to the most secure government offices, our products support customers who make up the diverse global economy. We are proud that our products support mobile transactions of all kinds, as well as the safety and security of citizens everywhere.

Our customers rely on us for the expertise, services and solutions we provide, trusting our years of invention and innovation experience. By partnering with customers and observing how our products can help in their specific industries, we are able to enhance our customers' experience every day.

Motorola Solutions—An Industry Leader

Motorola Solutions serves both enterprise and government customers with core markets in public safety government agencies and commercial enterprises. Our leadership in these areas includes public safety communications from infrastructure to applications and devices such as radios as well as task-specific mobile computing devices for enterprises. We produce advanced data capture devices such as barcode scanners and RFID (radio-frequency identification) products for business. We make professional and commercial two-way radios for a variety of markets, and we also bring unlicensed wireless broadband capabilities and wireless local area networks – or WLAN – to retail enterprises

Pioneering New Areas of Cognitive Research

As an industry leader in government and public safety, we design and develop devices including radios and the infrastructure that supports them. Our mission-critical design philosophy led to our new High Velocity Human Factors investigation, an area of cognitive research that helps us develop products for first responders by working with them in crisis situations to study their communication needs. We take what we learn in the field and bring it back to the lab to create products that will function under extreme conditions and networks that will reliably support those products.

Our Focus: Our Customers

Working with our global channel partner community, Motorola Solutions reaches an extensive customer base, from small businesses to Fortune 500 companies. Our focus is on developing integrated end-to-end solutions that deliver a clear return on investment, and our products empower individuals through seamless connectivity.

Upon request, your Motorola account executive can provide a firm proposal tailored to meet your solution needs.

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

City of Murphy, Texas
Murphy Fire Rescue

Project:

G2 Fire Station Alerting System
1 Dispatch Center / 1 Station Locations

Proposal number:

TX_MFR001

Revision #

1

Quote Date:

09-Feb-2016

Quote Expires:

7-Aug-2016

FOR FINAL INSTALLATION CONTACT:

ESTIMATED - Subject to Change

Pending Design Approval by Customer

By:

Erik Hanson

Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

602-687-1739 direct

480-290-7892 fax

ehanson@usdd.com

This Proposal is subject to corrections due to Errors or Omissions

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

DATE: 2/9/2016
 Expires: 8/7/2016

Quote SUBMITTED TO:
City of Murphy, Texas
G2 Fire Station Alerting System

REF PROPOSAL
TX_MFR001 v1 Dispatch-Level Equipment/Services

PRIMARY DISPATCH CENTER

at Murphy Police Department

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	USDD Direct Unit	USDD Direct Ext	
COMMUNICATIONS GATEWAY EQUIPMENT									
1	PR	USDD	1	G2 Communications Gateway Pair (Hardware for CAD interface) 2@2RU each	G2-GW	\$ 9,250.00	\$ 8,325.00	\$ 8,325.00	
2a	Kit	USDD	1	G2 Gateway Audio Radio Interface (GaRi) - Rack Mount	GaRi-RM	\$ 1,885.00	\$ 1,696.50	\$ 1,696.50	
2b	Kit	USDD	0	G2 Gateway Audio Radio Interface (GaRi) - Flange Mount	GaRi-FM	\$ 1,885.00	\$ 1,696.50	\$ -	
3	Kit	USDD	0	G2 HDTV REMOTE / DISPATCH Module (TV & Electrical Outlet by Others)	TVR-D	\$ 875.00	\$ 787.50	\$ -	
4	Kit	USDD	0	G2 Light Tower Interface	LTI	\$ 520.00	\$ 468.00	\$ -	
COMMUNICATIONS GATEWAY INTERFACES									
5	LOT	USDD	0	Radio System Interface	RSI	\$ 13,650.00	\$ 12,285.00	\$ -	
6	LOT	USDD	0	Radio System Interface Modification	RSI-CM	\$ 4,225.00	\$ 3,802.50	\$ -	
7	LOT	USDD	0	Additional Radio Channel	ARC	\$ 4,225.00	\$ 3,802.50	\$ -	
8	LOT	CAD	1	CAD Interface - ICS (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	CAD-I	\$ 10,890.00	\$ 9,801.00	\$ 9,801.00	
COMMUNICATIONS GATEWAY SERVICES									
9	HR	USDD	50	Gateway Configuration & Modifications	GW-CM	\$ 280.00	\$ 252.00	\$ 12,600.00	
10	LOT	USDD	1	Gateway Installation and Start-up	GW-ISU	\$ 5,825.00	\$ 5,242.50	\$ 5,242.50	
11	LOT	USDD	1	Gateway Project Management	GW-PM	\$ 396.45	\$ 356.81	\$ 356.81	
12	LOT	USDD	1	Training - System Administrator	TRA-SA	\$ 2,400.00	\$ 2,160.00	\$ 2,160.00	
13	LOT	USDD	1	Training - Dispatch Operator	TRA-DO	\$ 2,400.00	\$ 2,160.00	\$ 2,160.00	
14	LOT	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ 4,325.00	\$ 3,892.50	\$ -	
15	LOT	USDD	0	Misc Option 1		\$ -	\$ -	\$ -	
PRIMARY DISPATCH CENTER SUBTOTAL								\$ 42,341.81	

All COM GATEWAY / Equipment and Services / Running Total: \$42,341.81

All COM GATEWAY / Shipping Total / Running Total: \$169.00

GRAND TOTAL / DISPATCH-LEVEL: \$42,510.81

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed). Costs for this part of the system are often shared between consolidated agencies.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 2/9/2016
 Expires: 8/7/2016

Quote SUBMITTED TO:
City of Murphy, Texas
G2 Fire Station Alerting System

REF PROPOSAL
TX_MFR001 v1

Dispatch-Level Equipment/Services

BACKUP DISPATCH CENTER

at Wylie Fire Department

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	USDD Direct Unit	USDD Direct Ext	
COMMUNICATIONS GATEWAY EQUIPMENT									
1	PR	USDD	0	G2 Communications Gateway Pair (Hardware for CAD interface) 2@2RU each	G2-GW	\$ 9,250.00	\$ 8,325.00	\$ -	
2a	Kit	USDD	0	G2 Gateway Audio Radio Interface (GaRi) - Rack Mount	GaRi-RM	\$ 1,885.00	\$ 1,696.50	\$ -	
2b	Kit	USDD	0	G2 Gateway Audio Radio Interface (GaRi) - Flange Mount	GaRi-FM	\$ 1,885.00	\$ 1,696.50	\$ -	
3	Kit	USDD	0	G2 HDTV REMOTE / DISPATCH Module (TV & Electrical Outlet by Others)	TVR-D	\$ 875.00	\$ 787.50	\$ -	
4	Kit	USDD	0	G2 Light Tower Interface	LTI	\$ 520.00	\$ 468.00	\$ -	
COMMUNICATIONS GATEWAY INTERFACES									
5	LOT	USDD	0	Radio System Interface	RSI	\$ 13,650.00	\$ 12,285.00	\$ -	
6	LOT	USDD	0	Radio System Interface Modification	RSI-CM	\$ 4,225.00	\$ 3,802.50	\$ -	
7	LOT	USDD	0	Additional Radio Channel	ARC	\$ 4,225.00	\$ 3,802.50	\$ -	
8	LOT	CAD	0	CAD Interface - TBD (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	CAD-I	\$ 10,890.00	\$ 9,801.00	\$ -	
COMMUNICATIONS GATEWAY SERVICES									
9	HR	USDD	0	Gateway Configuration & Modifications	GW-CM	\$ 280.00	\$ 252.00	\$ -	
10	LOT	USDD	0	Gateway Installation and Start-up	GW-ISU	\$ 5,825.00	\$ 5,242.50	\$ -	
11	LOT	USDD	0	Gateway Project Management	GW-PM	\$ -	\$ -	\$ -	
12	LOT	USDD	0	Training - System Administrator	TRA-SA	\$ 2,400.00	\$ 2,160.00	\$ -	
13	LOT	USDD	0	Training - Dispatch Operator	TRA-DO	\$ 2,400.00	\$ 2,160.00	\$ -	
14	LOT	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ 4,325.00	\$ 3,892.50	\$ -	
15	LOT	USDD	0	Misc Option 1		\$ -	\$ -	\$ -	
BACKUP DISPATCH CENTER SUBTOTAL								\$ -	

All COM GATEWAY / Equipment and Services / Running Total: \$0.00
All COM GATEWAY / Shipping Total / Running Total: \$0.00

GRAND TOTAL / DISPATCH-LEVEL: \$0.00

NO ADDITIONAL COSTS ARE ASSUMED OR INCLUDED IN THIS PROPOSAL FOR THE BACK-UP DISPATCH CENTER AT WYLIE, AS IT'S ASSUMED THAT LOCATION IS ALREADY OUTFITTED WITH OUR SYSTEM AND MURPHY HAS BEEN ADDED INTO SYSTEM FOR BACKUP ALERTING. PLEASE LET US KNOW IF THESE ASSUMPTIONS ARE IN ERROR. Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed). Costs for this part of the system are often shared between consolidated agencies.

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281
 877-551-8733 tel 480-290-7892 fax

DATE: 2/9/2016
 Expires: 8/7/2016

Quote SUBMITTED TO:
City of Murphy, Texas
G2 Fire Station Alerting System

REF PROPOSAL
TX_MFR001 v1

Station-Level Equipment/Services

STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TXMFD.FS1.FSA.2016.02.01.pdf

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	USDD Direct Unit	USDD Direct Ext
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STATION LICENSES

L1	Ea	USDD	1	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 927.00	\$ 834.30	\$ 834.30
L2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DL	\$ -	\$ -	\$ -

PHOENIX G2 - STATION CONTROLLER (Required)

Control up to (8) peripherals

1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00
2	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
3	Kit	USDD	0	Base Plate	ATX-P	\$ 54.00	\$ 48.60	\$ -

STATION CONTROLLER OPTIONS

4	Kit	USDD	1	ATX EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	ATX-EXP	\$ 6,660.00	\$ 5,994.00	\$ 5,994.00
5	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
6	Kit	USDD	0	Base Plate	ATX-P	\$ 54.00	\$ 54.00	\$ -

STATION PERIPHERAL OPTIONS

7	Ea	USDD	0	G2 ROOM REMOTE Module	RR	\$ 1,830.00	\$ 1,647.00	\$ -
8	Ea	USDD	0	G2 ROOM REMOTE Module / 2016 version 2	RR2	\$ 1,780.00	\$ 1,602.00	\$ -
8	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ 46.00	\$ 41.40	\$ -
9	Ea	USDD	0	RR Back-Straps, for solid-wall flush-mounting	RR-BS	\$ 27.00	\$ 24.30	\$ -
10	Ea	USDD	0	RR Back-Box, for solid-wall flush-mounting	RR-BB	\$ 86.00	\$ 77.40	\$ -
11	Ea	USDD	5	G2 MESSAGE REMOTE Module	MR	\$ 1,167.00	\$ 1,050.30	\$ 5,251.50
12	Ea	USDD	5	G2 SIGN REMOTE Module	SR	\$ 583.00	\$ 524.70	\$ 2,623.50
13	Ea	USDD	0	G2 HDTV REMOTE / STATION Module (TV & Electrical Outlet by Others)	TVR-S	\$ 875.00	\$ 787.50	\$ -
14	Ea	USDD	0	G2 MESSAGE SIGN , Digital LED (STANDARD GammaSign / 24" Active Screen Width)	MS-G2-S	\$ 883.00	\$ 794.70	\$ -
15	Ea	USDD	0	G2 MESSAGE SIGN , Digital LED (EXTENDED GammaSign / 36" Active Screen Width)	MS-G2-E	\$ 1,325.00	\$ 1,192.50	\$ -
16	Ea	USDD	16	MESSAGE SIGN, Digital LED (BetaBrite - LEGACY Replacement 24" Screen Width)	MS-B	\$ 360.00	\$ 324.00	\$ 5,184.00
17	Ea	USDD	10	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 60.00	\$ 54.00	\$ 540.00
18	Ea	USDD	5	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 27.00	\$ 24.30	\$ 121.50
19	Ea	USDD	5	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 1,291.50
20	Ea	USDD	0	G2 DOUBLE MS KIT (MR, 90-deg Mount, x2MS)	MS-X2K	\$ 2,065.00	\$ 1,858.50	\$ -
21	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ 1,165.00	\$ 1,048.50	\$ -
22	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 500.00	\$ 450.00	\$ -
23	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ 635.00	\$ 571.50	\$ -
24	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 100.00	\$ 90.00	\$ -

25	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 100.00	\$ 90.00	\$ -	
26	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30	
27	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40	
28	Ea	Bogn	13	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ 280.00	\$ 252.00	\$ 3,276.00	
29	Ea	Bogn	27	Speaker - Standard, Flush Mount, 70v (S86)	SPK-STD-FM	\$ 73.00	\$ 65.70	\$ 1,773.90	
30	Ea	Bogn	0	Speaker - Standard, Surface Mount (MB), 70v	SPK-STD-SM	\$ 73.00	\$ 65.70	\$ -	
31	Ea	USDD	16	G2 LED SPEAKER - Flush Mount, 70v	SPK-LED-FM	\$ 297.00	\$ 267.30	\$ 4,276.80	
32	Ea	USDD	0	G2 LED SPEAKER - Surface Mount (MB), 70v	SPK-LED-SM	\$ 297.00	\$ 267.30	\$ -	
33	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
34	Ea	TBD	2	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 1,661.40	
35	Ea	TBD	2	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 102.60	
36	Ea	USDD	0	UPS Extended Runtime Battery	UPS-EXT	\$ 2,765.00	\$ 2,488.50	\$ -	

STATION-LEVEL SERVICES

37	Ea	USDD	1	Station Installation (ESTIMATED - SUBJECT TO CHANGE - Pending final approved system designs and submission to contractor)	ST-INST	\$ 22,193.97	\$ 19,974.57	\$ 19,974.57	
38	Ea	USDD	0	Station Remediation (NA/TBD)	ST-INST	\$ -	\$ -	\$ -	
39	Ea	USDD	0	Station Remediation Supervision	ST-IS	\$ -	\$ -	\$ -	
40	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,552.22	\$ 2,297.00	\$ 2,297.00	
41	Ea	USDD	1	Station Project Management	ST-PM	\$ 765.67	\$ 689.10	\$ 689.10	
42	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 510.44	\$ 459.40	\$ 459.40	
43	Ea	USDD	1	Station Documentation	ST-DM	\$ 76.57	\$ 68.91	\$ 68.91	
44	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	\$ -	
45	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/Hours suggested to cover 3 shifts)	TRA-UT-OS	\$ -	\$ -	\$ -	
46	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ -	\$ -	\$ -	
47	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION 01	Individual Station Equipment & Services Subtotal	\$ 75,367.68
	Individual Station Shipping	\$ 2,565.00
	INDIVIDUAL STATION GRAND TOTAL	\$ 77,932.68

Installation Notes:	
01	- Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02	- Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03	- USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04	- Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05	- Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06	- Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07	- Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08	- Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09	- USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10	- Structural backing for system devices and other millwork (not specifically detailed) by others.
11	- If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12	- All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13	- All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14	- USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with.

Mobile App Only Available to Customers Using USDD's G2 Communications Gateways interfaced to a formal Computer Aided Dispatch (CAD) System. Please Note that if customer declines Recurring Annual Support Options, then they will have to pay separately for the App or forfeit ability to use the G2 Mobile Alerting App. Any deviation from device license numbers listed above subjects proposal to change.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281
 877-551-87335 tel 480-290-7892 fax

QUOTE

DATE: 2/9/2016
Expires: 8/7/2016

Quote SUBMITTED TO:
 City of Murphy, Texas
 G2 Fire Station Alerting System

REF PROPOSAL
TX_MFR001 v1

Recurring Annual Support Options

Customer must elect to choose any coverage required beyond 1st Year of Standard Warranty

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	USDD Direct Unit	USDD Direct Ext
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STANDARD Annual Support Options								
1	LOT	USDD	1	[STANDARD] 1st YEAR SUPPORT Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 7,170.12	\$ 6,453.11	No Charge - Included in Purchase
2	LOT	USDD	0	[STANDARD] ADDITIONAL / RECURRING ANNUAL SUPPORT OPTION (PER YEAR) Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-AYR-STD	\$ 7,170.12	\$ 6,453.11	\$ -

SUPPORT OPTIONS TOTAL:

\$ -

Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281
 877-551-8733 tel 480-290-7892 fax

DATE: 2/9/2016
 Expires: 8/7/2016

Quote SUBMITTED TO:
 City of Murphy, Texas
 G2 Fire Station Alerting System

REF PROPOSAL
TX_MFR001 v1

Section Totals

(unless otherwise noted, all prices are \$US)

Primary Dispatch FSAS Subtotal	\$	42,510.81
Backup Dispatch FSAS Subtotal	\$	-
(NO ADDITIONAL COST - see 'Backup Dispatch' section for more detail)		
Station 01 FSAS Subtotal	\$	77,932.68
Mobile-Level FSAS APP Subtotal	\$	-
(see 'Mobile' section for more detail)		
Support-Level FSAS Subtotal	\$	-
(TBD By Customer)		
<hr/>		
US Digital Designs System Total	\$	120,443.48

USDD G2 Mobile FSA App:

USDD has developed the new Phoenix G2 FSA Mobile Application (the “App”) to provide a remote extension of the customer’s existing G2 FSAS. The App is supported by Apple and Android devices. The App will interface with the Agency’s CAD to send simultaneous mobile alerts, including dispatch announcements, administrative alerts, IT support notifications and application update notifications to authorized personnel via their smartphones and tablets. The App alerts personnel as individuals or groups (e.g., stations, battalions, districts, etc.) wherever they are, making it especially ideal for volunteers and reserves. The mobile alerts plays the same tones as those in the station, shows incident location using the device’s built-in mapping capabilities and enables users to save notifications for future reference and search for previous notifications. In addition, the App provides an easy-access email address and phone link to local IT support. Each ATX Station Controller will enable x24 App licenses at no additional charge while the System is under warranty or annual service and support. Additional licenses can be obtained on a sliding cost scale. It should be noted, however, that the performance of mobile alerting is subject to network reliability and coverage.

So your eventual needs will be determined when you let us know how many device licenses you would need, versus the 24 devices-licenses-per-ATX-purchased and currently under warranty or support. As long as the purchased/installed ATX Station Controller is currently under warranty or elected recurring annual support, then there is no additional annual cost for up to x24 individual device licenses for the G2 Mobile FSA App.

TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD").
2. **PROPOSALS** This proposal expires 30 days after its date. Prices are subject to correction for error.
3. **PROGRESS PAYMENTS** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress and all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the contract.
5. **TAXES** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.
6. **LOSS, DAMAGE OR DELAY** USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**
7. **WARRANTY:** USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein.

7.1 **PRODUCT DEFECTS.** If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

7.2 **CLAIMS.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

7.3 **EXCLUSIONS AND LIMITATIONS.** USDD does not warrant that the operation of its product or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

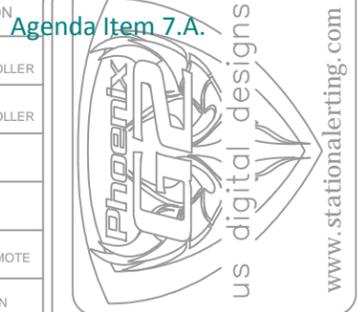
EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

8. SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.
9. INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.
 - 9.1 LICENSE: At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.
 - 9.2 DEFINITIONS: For purposes of this Section the following terms shall have the following definitions:
 - 9.2.1 "Intellectual Property " means any and all rights of USDD related to USDD's Product existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide;
 - 9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;
 - 9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and
 - 9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.
10. GOVERNING LAW Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
11. ACCEPTANCE OF TERMS This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.
12. THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

- NOTES:
1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
 2. US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
 3. US DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.

US DIGITAL DESIGNS	
Count	Name
1	EXTERNAL AMPLIFIER (60-100W)
1	G2 ATX STATION CONTROLLER
1	G2 EXPANSION UNIT (G2-EXP-12)
16	G2 LED SPEAKER (G2-LVI-HC-70)
5	G2 MESSAGE REMOTE (G2-MR)
5	G2 SIGN REMOTE (G2-SR)
2	G2 UPS (G2-UPS)
16	MESSAGE SIGN
10	MS ADAPTOR PLATE - V100 (MS-ADPT-V100)
5	MS MOUNT (MS-MNT-ART-S)
5	MS TIE STRAPS - PAIR (MS-ADPT-STRP)
27	SPEAKER FLUSH MOUNT
13	SPEAKER WEATHER-PROOF

SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
G2	PHOENIX G2 STATION CONTROLLER
EXP	G2 EXPANSION MODULE
I/O	G2 I/O REMOTE
MR	G2 MESSAGE REMOTE
MS	G2 MESSAGE SIGN
RR	G2 ROOM REMOTE
SR	G2 SIGN REMOTE
HDT	G2 HDTV REMOTE
CIR	G2 COLOR INDICATOR REMOTE
(S)	G2 LED SPEAKER, FLUSH MOUNT
(S)	G2 LED SPEAKER, METAL BOX
PB	OEM PUSH BUTTON
STR	OEM STROBE LIGHT
AMP	OEM AMPLIFIER
T	OEM TRANSFORMER
(S)	SPEAKER, WEATHER-PROOF
(S)	SPEAKER, FLUSH MOUNT
(S)	SPEAKER, METAL BOX

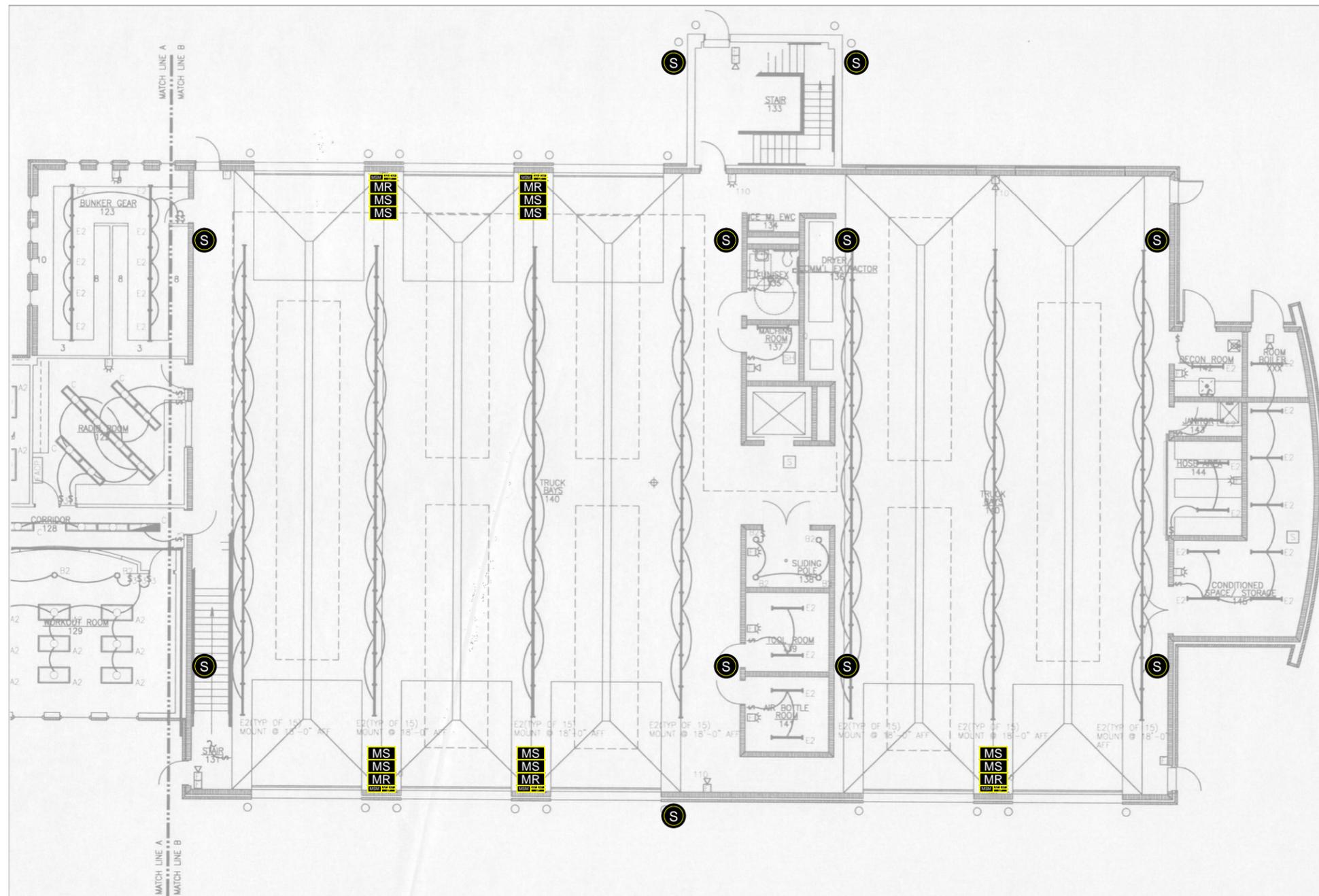


project **MURPHY TX**
 building **FS 1**
 filename **USDD.TXMFD.FS1.FSA.DWG**
 date **01 FEB 2016**

PG design by

- NOTES:
1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
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Agenda Item 7.A.



SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
G2	PHOENIX G2 STATION CONTROLLER
EXP	G2 EXPANSION MODULE
I/O	G2 I/O REMOTE
MR	G2 MESSAGE REMOTE
MS	G2 MESSAGE SIGN
RR	G2 ROOM REMOTE
SR	G2 SIGN REMOTE
HDT	G2 HDTV REMOTE
CIR	G2 COLOR INDICATOR REMOTE
(S with circle)	G2 LED SPEAKER, FLUSH MOUNT
(S with square)	G2 LED SPEAKER, METAL BOX
PB	OEM PUSH BUTTON
STR	OEM STROBE LIGHT
AMP	OEM AMPLIFIER
T	OEM TRANSFORMER
(S with circle)	SPEAKER, WEATHER-PROOF
(S with circle)	SPEAKER, FLUSH MOUNT
(S with square)	SPEAKER, METAL BOX

MURPHY TX

building FS 1

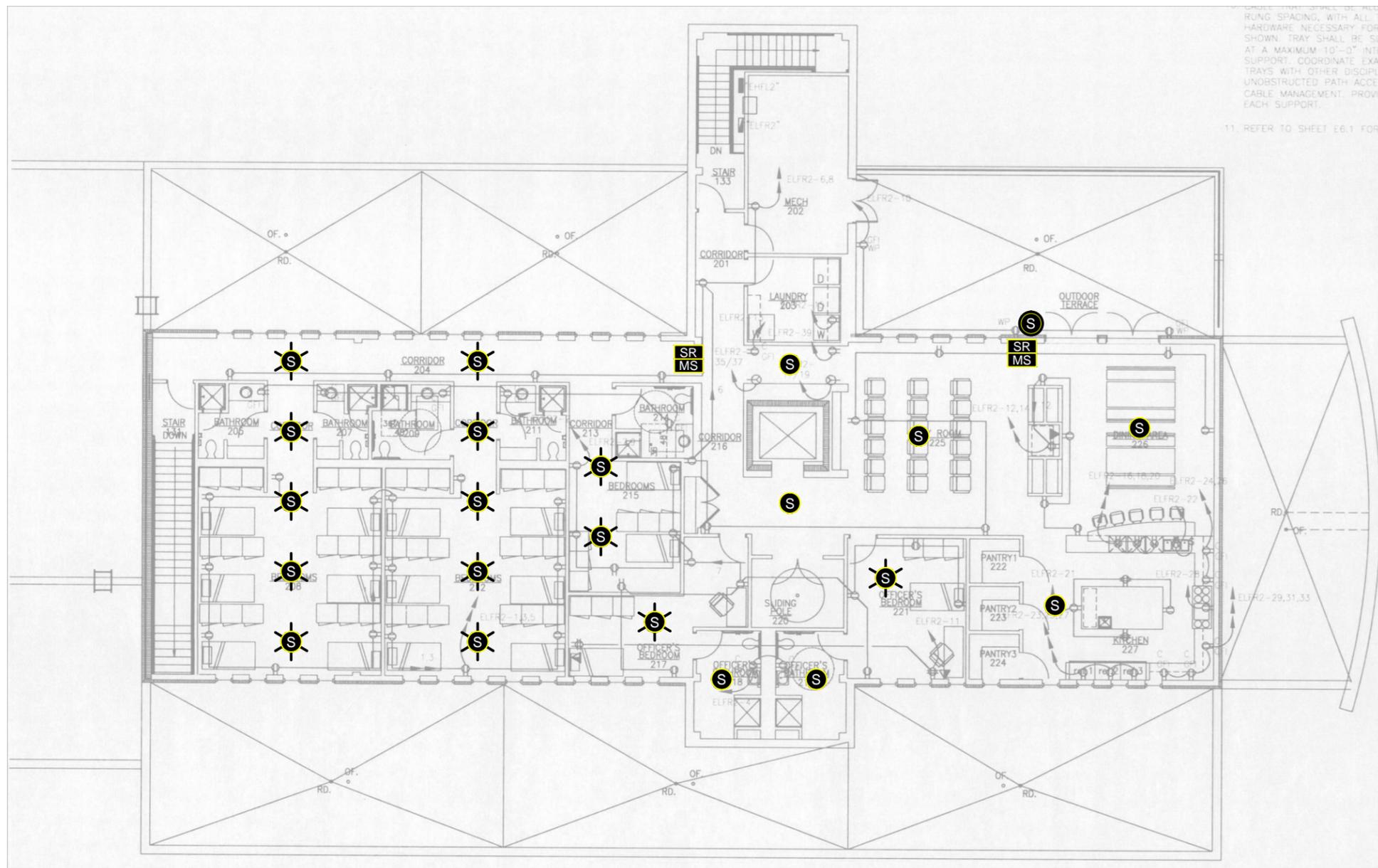
filename USDD.TXMFD.FS1.FSA.DWG

date 01 FEB 2016

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Agenda Item 7.A.



...RUNG SPACING, WITH ALL THE
 HARDWARE NECESSARY FOR A
 SHOWN TRAY SHALL BE SUPP
 AT A MAXIMUM 10'-0" INTER
 SUPPORT. COORDINATE EXACT
 TRAYS WITH OTHER DISCIPLINE
 UNOBSTRUCTED PATH ACCESS
 CABLE MANAGEMENT. PROVIDE
 EACH SUPPORT.
 11. REFER TO SHEET E6.1 FOR O

SYMBOL	DESCRIPTION
[ATX]	G2 ATX STATION CONTROLLER
[G2]	PHOENIX G2 STATION CONTROLLER
[EXP]	G2 EXPANSION MODULE
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project	MURPHY TX
building	FS 1
filename	USDD.TXMFD.FS1.FSA.DWG
date	01 FEB 2016
PG	design by



110 South Regent Street, Suite 500
Salt Lake City, UT 84111
(801) 363-9127 * (801) 363-9144 fax
(800) 363-9127 toll-free

Bill To: Murphy Police Department
Attn: Kim Parker
206 N Murphy Rd
Murphy, TX 75002

Ship To: Murphy Police Department
Attn: Kim Parker
206 N Murphy Rd
Murphy, TX 75002

For: Murphy Police Department
Attn: Kim Parker
206 N Murphy Rd
Murphy, TX 75002

Phone: 972-468-4235 Fax: 972-468-4277

Qty	Description	Unit Price	Extended Price
1	XLerator™ Server Software and License Manager (North American English) Client server software application and database	\$2,500.00	\$2,500.00
3	ProQA Software Licenses (Medical - Paramount - Standard - North American English) Automated calltaking software	\$3,500.00	\$10,500.00
1	AQUA Software Licenses (Medical - Standard - North American English) Quality Assurance (case review) software base engine and discipline module	\$1,500.00	\$1,500.00
1	AQUA Software Training (North American English) 8-hour course	\$1,500.00	\$1,500.00
3	ProQA Software Training (Medical - Standard - North American English) 2 or more disciplines require 8 hours of training (a maximum of 2 sessions a day for a total of 8 hours)	\$1,500.00	\$4,500.00
4	Mobile Software Training Lab (Medical) Individual laptop computers and one configured server with the latest versions of ProQA, AQUA and XLerator software programs (short-term use)	\$1,500.00	\$6,000.00
1	System Administration Training (North American English) On-site training (6 hours) for center management detailing program configuration and customization options	\$1,500.00	\$1,500.00
1	Project Management/Implementation Support (Medical) Implementation support and quality management program development	\$15,000.00	\$15,000.00
1	Annual Maintenance/Support - ESP (P) License renewal, service and support	\$3,168.00	\$3,168.00
Sub-Total:			\$46,168.00
Tax:			\$0.00
Shipping & Handling:			\$0.00
Total:			\$46,168.00

"To lead the creation of meaningful change in public safety and health."



110 South Regent Street, Suite 500
Salt Lake City, UT 84111
(801) 363-9127 * (801) 363-9144 fax
(800) 363-9127 toll-free

This quote is valid for 120 days from date of issue. Unless otherwise agreed to in writing, all prices quoted are exclusive of any applicable sales, use, withholding and other taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. Payment terms are Net 30 unless otherwise noted.

Seller will use reasonable efforts to deliver products on time, but will not be liable for any expenses or damages incurred as a result of late delivery or for circumstances beyond Seller's reasonable control. Shipments are made F.O.B. origin, which is Salt Lake City, UT, USA. All insurance expenses and risk of loss are assumed by Buyer.

Purchasing or signing below acknowledges your agreement to the terms above and to the "break the seal" or "click to accept" license agreement associated with the licensed product(s). The license agreement is included with the licensed product(s) and you will have the opportunity to read it before opening or installing. If unacceptable, you may return the licensed product(s) within 10 days of receipt for a refund, less any applicable restocking fees and original shipping charges.

Sign here _____ Date _____

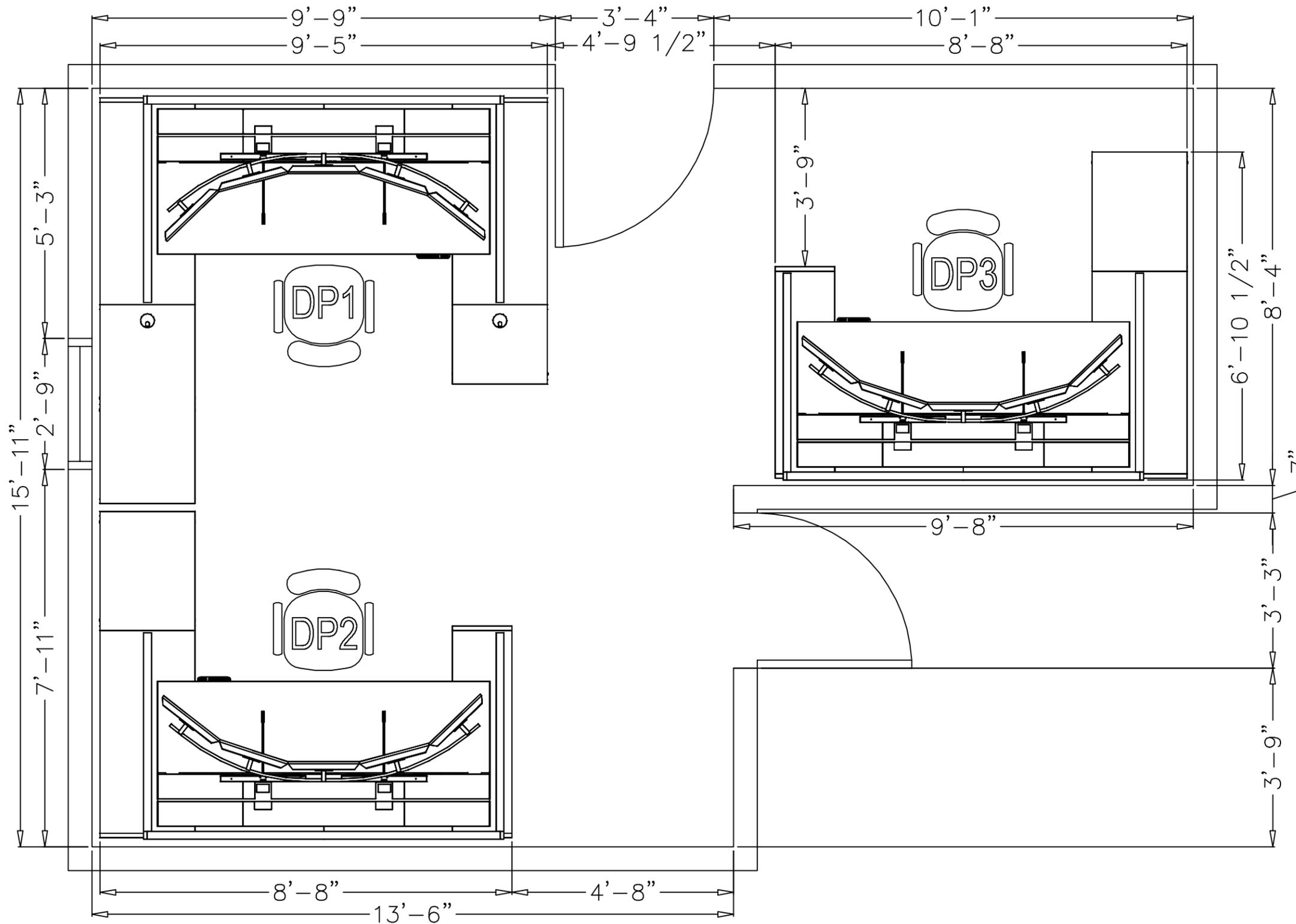
Payment Method: (Check enclosed, or...)

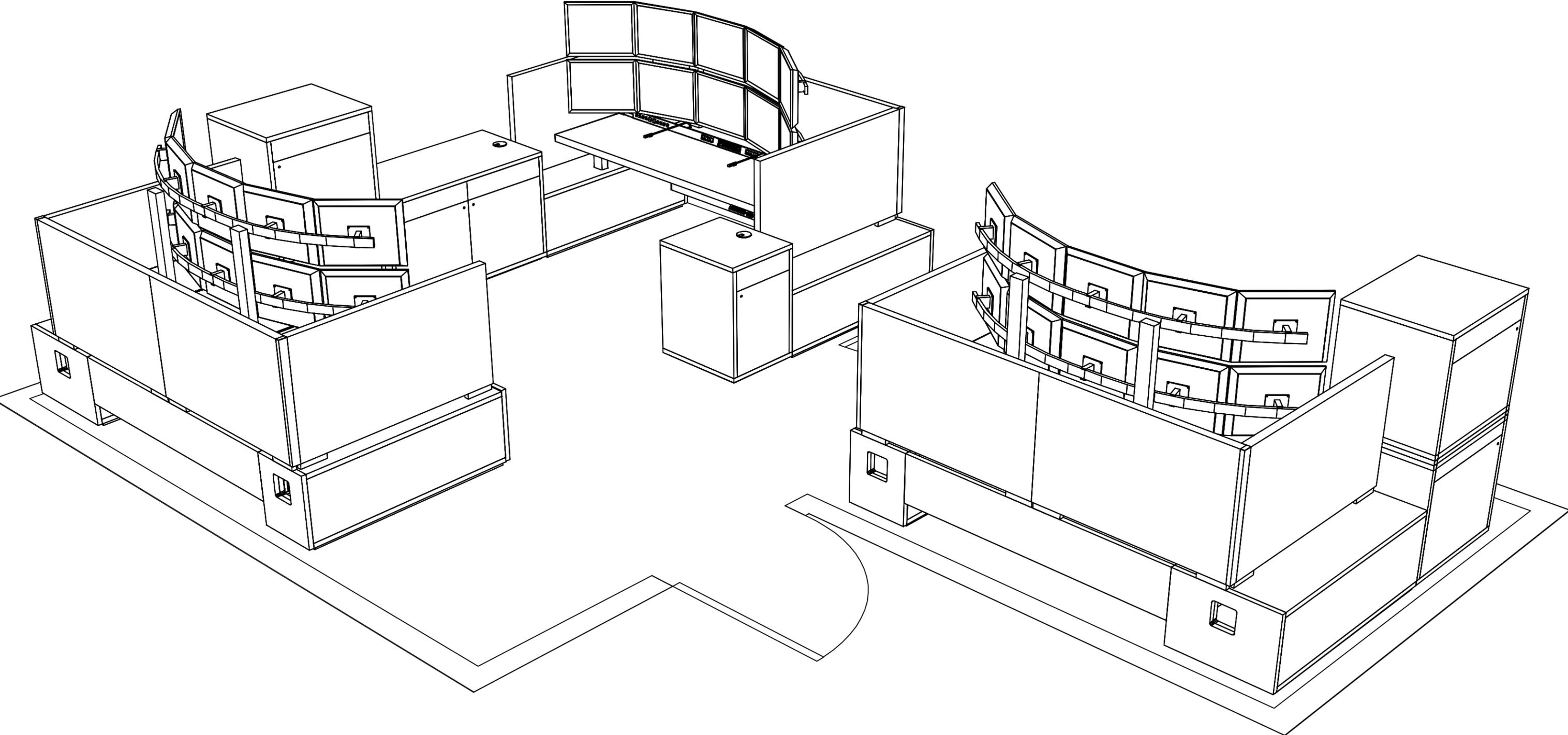
Purchase Order # _____

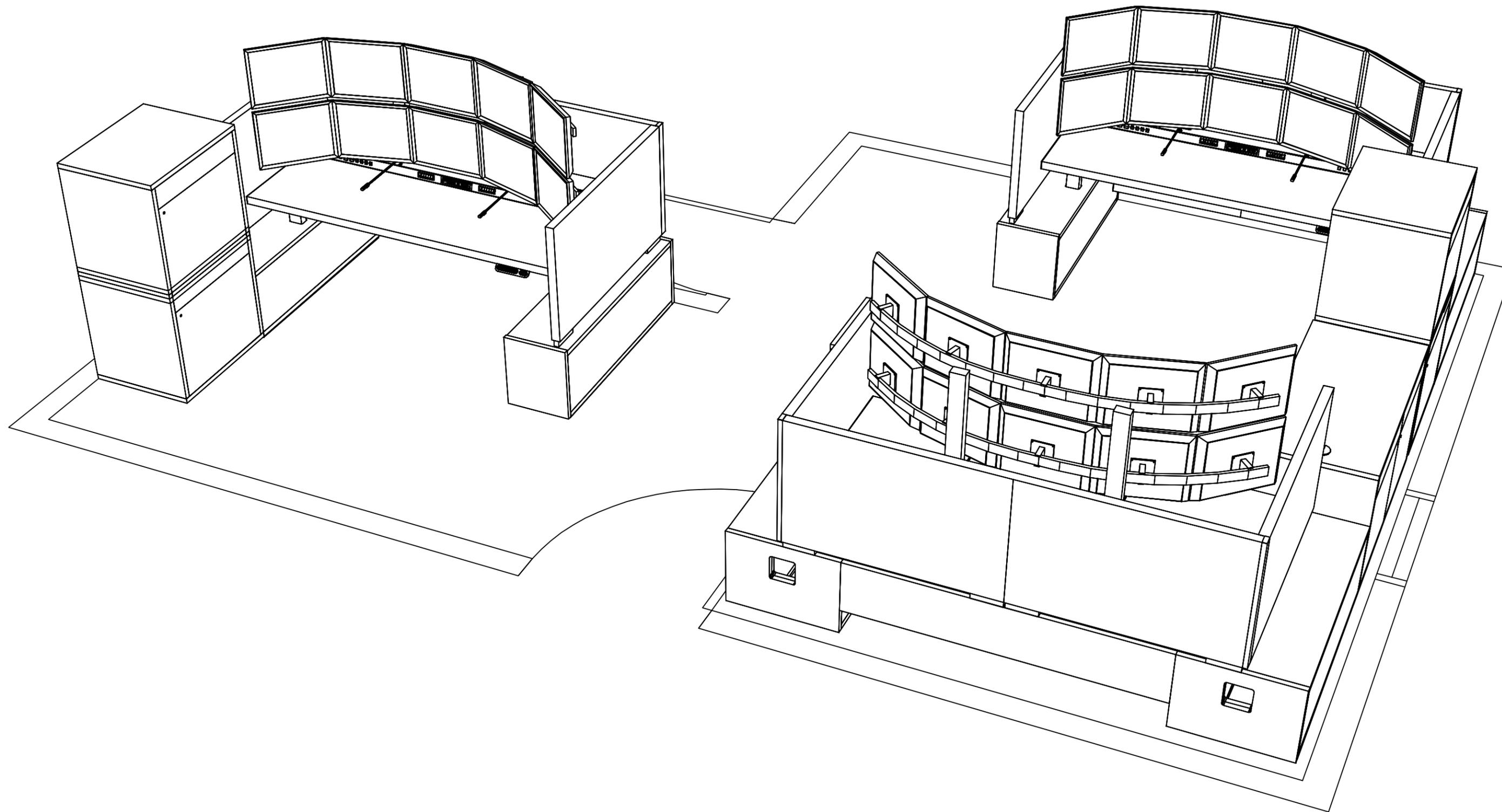
VISA/MasterCard/AMEX # _____

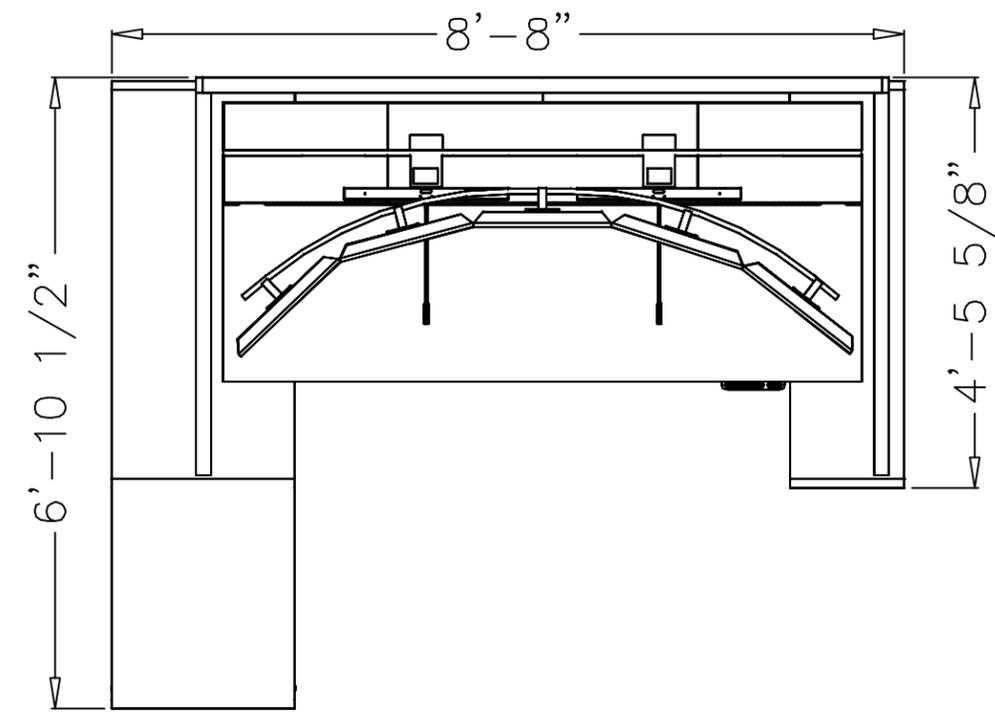
Expiration: _____

Room Dimensions
MUST be Verified
Before Final Project
Submittal

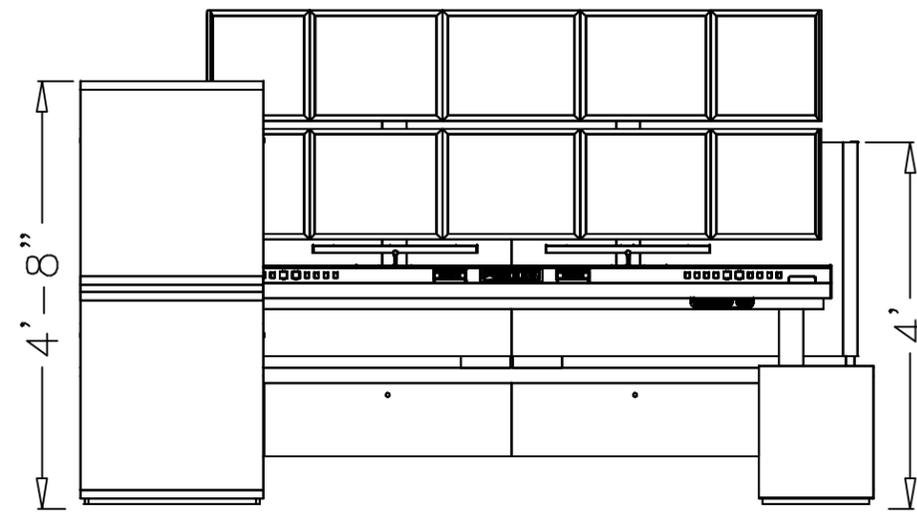




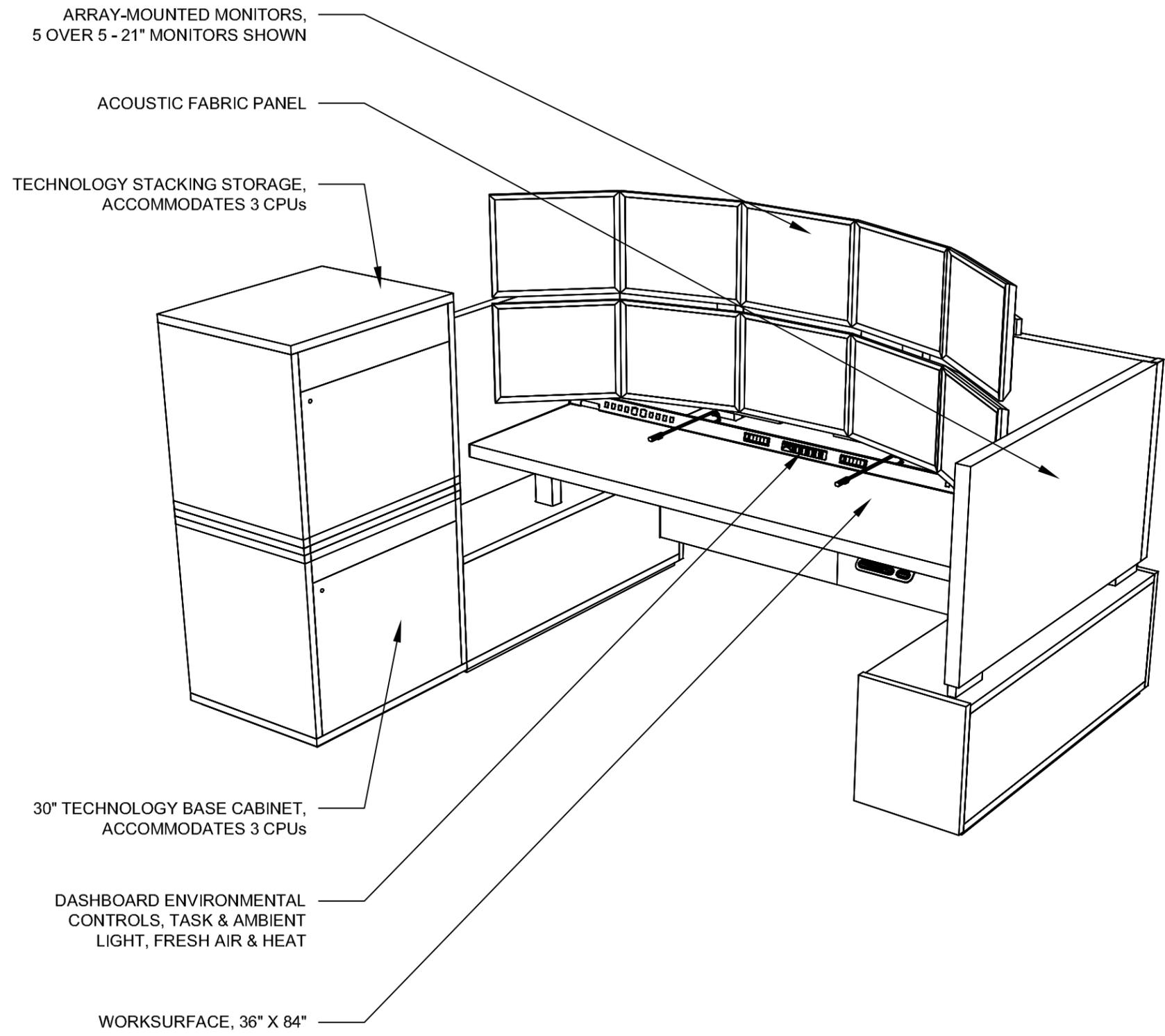




PLAN VIEW



ELEVATION VIEW



MurphyPDII.01

Contact: KLD

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800.426.1202

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Drawn / Date: Ag 08/04/15 Agenda Packet 04-05-16 Page 103 of 107

City Council Meeting
April 5, 2016

Issue

Appointment of the Charter Review Commission members.

Staff Resource/Department

Bill Shipp, City Manager

Susie Quinn, City Secretary

Summary

The City Charter states in Section 11.07 the following:

Section 11.07. Charter Review Commission.

- (1) The City Council shall appoint a Charter Review Commission at least once every six (6) years. The Charter Review Commission shall consist of at least eleven (11) citizens of the City who shall:
 - (A) Inquire into the operation of the City government under the Charter and determine whether any provisions require revision. To this end, public hearings may be held. The Commission may compel the attendance of any officer or employee of the City and require submission of any City records;
 - (B) Propose any recommendations it deems desirable to ensure compliance with the Charter; and
 - (C) Report its findings and present its recommendations to the City Council.
- (2) The City Council shall receive and have published in the official newspaper and website of the City a comprehensive summary of the report presented by the Commission, shall consider any recommendations made, and may order any amendments suggested to be submitted to the voters of the City in the manner provided by state law.
- (3) The term of office of the Commission shall be for not more than six (6) months, at the end of which time a report shall be presented to the City Council and all records of proceedings of the Commission shall be filed with the City Secretary and become a public record.

(Ordinance 10-11-861, ex. B, adopted 11/15/10)

By state law, the latest date that a special measure election has to be called in order to be held in November, is Monday, August 22, 2016. Collin County is requesting that all special measure items (Charter propositions or bond propositions) to be "ballot ready" no later than August 31, 2016. The last Charter Election was held on November 2, 2010 at the cost of \$18,979.96

Background/History

At the October 5, 2009 City Council meeting, nine people (Gregory Always, Nancy Bartlett, Martin Brenner, Charles Dern, Clay Dethloff, Bernard Grant, JT Oden, Bob Russell, and Kenneth Tatsch) were appointed to the Charter Review Commission. At the October 19, 2009 meeting, six additional people (Jory Denny, Barbara Harless, Donald McKinney, Dennis Richmond, Betty Spraggins and Walter Thomas) were appointed to the Charter Review Commission.

At the January 11, 2010 Charter Review Commission Meeting, the members elected Martin Brenner as Chair and Jory Denny as Vice Chair. The final meeting for the Charter Review Commission was held on April 12, 2010.

Financial Considerations

Election costs for November are determined by several factors, which include the number of cities participating in a November election and the number of propositions on the ballot. Because it is a Presidential Election, more voters will be voting, so more ballots will be necessary. More voting locations and workers will also increase the costs. In reviewing past City of Murphy November elections, the average November cost is around \$ 14,000.00

Board Discussion/Action

Council authorized staff to begin advertising for applicants at the January 19, 2016 Council meeting.

Action Requested

Appoint at least eleven members to create the Charter Review Commission.

Attachments

List of applicants desiring to be appointed to the Charter Commission
Voting results listing from 2005 through 2014

Charter Review Commission Applicants

	Name	Years as Murphy Resident	Date Submitted
Previous Member	Bernard J. Grant	9	2/25/2016 10:00
New Applicant	Kevin McGillis	7+	3/9/2016 20:03
New Applicant	Revis E Smith	15	3/10/2016 10:47
New Applicant	James Holley	1 month	3/10/2016 11:27
New Applicant	Will Ewin IV	7	3/10/2016 14:37
New Applicant	John Wideman	10	3/11/2016 20:37
Previous Member	Barbara Harless	35	3/13/2016 13:21
New Applicant	Chi Egwuekwe	10	3/14/2016 12:22
New Applicant	Michelle Foley	5	3/14/2016 19:58
New Applicant	Jody Johnson	8	3/14/2016 20:58
Previous Member	Christine Johnson	25	3/15/2016 10:36

Elections from 2005 through 2014

Type of Election	Date	Reg. Voters	Votes Cast	% of voters	Costs
Council Election (Mayor, 3&5)	5/7/2005	5665	1088	19.21%	\$ 18,594.25
Council Election (Mayor) Runoff	6/11/2005	5792	1562	26.97%	\$ 15,334.91
Constitutional Amendment, Plano ISD, & Council (1,2,4&6)	5/12/2007	13775	1507	10.94%	\$ 11,460.39
Special Election (Place 5)	11/6/2007	7270	773	10.63%	\$ 13,530.56
Council Election (Mayor, 3&5) Plano ISD	5/10/2008	14869	904	6.08%	\$ 7,427.05
Bond Election (3 propositions)	11/4/2008	8747	6699	76.59%	\$ 13,530.66
Council Election (1,2,4&6)	5/8/2010	8909	574	6.44%	\$ 5,750.25
Charter Election (36 amendments)	11/2/2010	9132	3598	39.40%	\$ 18,979.96
Council Election (Mayor, 3&5)	5/14/2011	9173	435	4.74%	\$ 5,901.53
Special Election (dissolve 4A tax and create MMDD)	11/8/2011	9293	403	4.34%	\$ 9,264.75
Council Election (1,2,4&6) & Special (Mayor, 3)	5/11/2013	10164	1272	12.51%	\$ 9,060.16
Council Election (Mayor, 3&5)	5/10/2014	10691	306	2.86%	\$ 15,444.93
Council Election (Place 5) Runoff	6/21/2014	10803	394	3.65%	\$ 27,281.58

Average November Elections

\$ 13,826.48