

ORDINANCE NO. __ OF 2018

AN ORDINANCE OF THE COUNTIES OF DAUPHIN, FRANKLIN AND ADAMS, UNDERTAKEN UNDER THE AUTHORITY OF THE PENNSYLVANIA INTERGOVERNMENT COOPERATION ACT, 53 PA. C.S. § 2301, ET SEQ., PLANNING FOR THE DEVELOPMENT AND OPERATION OF A REGIONAL TELECOMMUNICATION SYSTEM KNOWN AS THE SOUTH CENTRAL INTER-COUNTY COMMUNICATIONS NETWORK, PLANNING FOR THE MANAGEMENT, FUTURE ACTIVITIES AND FUNDING OF THAT NETWORK, AGREEING TO WORK IN CONCERT WITH AND TO UNDERTAKE FINANCIAL AND OTHER OBLIGATIONS WITH EACH OF THE OTHER COUNTIES, AND CREATING AN AGREEMENT FOR SUCH ACTIVITIES

RECITALS

WHEREAS, the County of Dauphin (“Dauphin”), is a third class county organized under the laws of the Commonwealth of Pennsylvania, operating through the executive and legislative powers of the Dauphin County Board of Commissioners, with a business address of 2 South Second Street, 4th Floor, Harrisburg, Pennsylvania 17101, and a mailing address of P.O. Box 1295, Harrisburg, Pennsylvania 17108; and

WHEREAS, the County of Franklin (“Franklin”), is a fourth class county organized under the laws of the Commonwealth of Pennsylvania, operating through the executive and legislative powers of the Franklin County Board of Commissioners, with a business address of 14 North Main Street, Chambersburg, Pennsylvania 17201; and

WHEREAS, the County of Adams (“Adams”), is a fifth class county organized under the laws of the Commonwealth of Pennsylvania, operating through the executive and legislative powers of the Adams County Board of Commissioners, with a business address of 117 Baltimore Street, Suite 201, Gettysburg, Pennsylvania 17325; and

WHEREAS, Dauphin, Franklin and Adams Counties each have duties to operate an emergency telecommunications system to provide emergency and disaster communications in their respective county, such responsibilities flowing from, but not limited to, the Public Safety

Emergency Telephone Act, Act 118 of 2010, P.L. 1181, codified at 35 Pa. C.S. § 5301 – 5398; the Hazardous Material Emergency Planning and Response Act, Act 165 of 1990, P.L. 639, codified at 35 P.S. § 6022.101 – 6022.307; the Counterterrorism Planning, Preparedness and Response Act, Act 227 of 2002, P.L. 1967, codified at 35 P.S. § 2140.101 – 2140.303; and the Emergency Management Services Code, Act 323 of 1978, P.L. 1332, codified at 35 Pa. C.S. § 7101 – 7904; and

WHEREAS, the Boards of County Commissioners of Dauphin, Franklin and Adams Counties each believe that the ability to rapidly and securely communicate over large regions of southcentral Pennsylvania, including beyond the boundaries of each county when needed, to provide back-up communications systems to each of the other counties, to comply with recognized standards for emergency and interoperable communications systems, to ensure infrastructure redundancy, all while operating more cost effectively, are desirable goals; and

WHEREAS, Dauphin, Franklin, and Adams Counties, through their respective Departments of Emergency Services, have been working to develop a consolidated emergency communication system, known as the South Central Inter-County Communications Network (hereafter “SCICNET”), which will be able to provide planned redundancies and back-up capabilities for all three counties, and meet the goals noted above; and

WHEREAS, the Intergovernmental Cooperation Act, Act 177 of 1996, P.L. 1158, codified at 53 Pa. C.S. 2301 – 2317, allows local governments as that term is defined in the Act, which definition includes counties, to enter into agreements to provide for the sharing of responsibilities, costs, and fulfillment of statutory and related duties.

NOW THEREFORE, be it **ENACTED AND ORDAINED** by each County, by the County Board of Commissioners of Dauphin, Franklin, and Adams Counties, each operating independently, and it is hereby **ENACTED AND ORDAINED** by the authority of the same, as follows:

SECTION 1. Incorporation of Recitals. The Recitals stated above are incorporated into this Ordinance as if fully repeated herein, and made an essential part hereof.

SECTION 2. Intergovernmental Agreement. It is the intention of Dauphin County, Adams County and Franklin County that this Ordinance and the referenced exhibits shall also serve as the Intergovernmental Agreement among the three counties. Unless stated otherwise, the use of “agreement,” “intergovernmental agreement” and “ordinance” shall refer to the same document.

SECTION 3. System Overview. The South Central Inter-County Communications Network (“SCICNET”) consists of a Project 25 digital radio communications network, with redundant master sites located at the Adams County Department of Emergency Services 911 Center and the Dauphin County Department of Public Safety 911 Center. The joining of these master site systems create a common, standards driven, P25 platform that will support the continued growth of a wide-area fully interoperable regional communications system among the three counties, and contains all of the network servers, routers, switching infrastructure, system controllers, and management components that will make the wide-area P25 network fully operational. Specific system details and operational parameters are contained in the system design, which is included in the document entitled “Astro 25 Regional Master Site with Dynamic System Resiliency (DSR), South Central Inter-County Communications Network (SCICNET),” prepared by Motorola Solutions, Inc., and dated November 10, 2017 (hereafter “Motorola Agreement”). A copy of the Motorola Agreement is attached hereto as Exhibit “A,” incorporated herein, and made an essential part hereof.

SECTION 4. Purpose. The purpose of this Agreement is to provide for the establishment of and legal framework for the SCICNET, and the sharing of the operations and maintenance of this regional public safety radio system.

SECTION 5. Governance. The SCICNET will be organized, managed, and governed under the auspices of a document identified as the “South Central Inter-County Communications

Network (SCICNET) Radio Communications Charter and Governance Procedures for SCICNET Users” (hereafter referred to as the “Charter”). A copy of the Charter is attached hereto as Exhibit “B,” incorporated herein, and made an essential part hereof.

SECTION 6. Representation. The Charter provides details as to the SCICNET Communications Council (hereafter “SCICNET – CC”), which SCICNET – CC shall have day to day responsibility for management and operation of the SCICNET. The SCICNET – CC shall be managed by the SCICNET Executive Board (hereafter “SCICNET – EB”). Each County shall have one (1) vote for the conducting of business under the Charter as a member of the SCICNET – EB, with a majority of the Charter signatories being considered a quorum for meetings. Telephonic or other remote attendance, participation and voting are authorized for SCICNET – EB representatives so long as the remote attendee can clearly identify himself or herself with the use of chosen technology. Each County Board of Commissioners shall appoint a representative to the SCICNET – EB, which shall be done by action of the Board, followed by written confirmation of appointment sent to the SCICNET – CC, in care of the Dauphin County Department of Public Safety. It is understood that the appointee will typically be a member of the Department of Public Safety or Emergency Services, and that he or she will be fully conversant with SCICNET and SCICNET – CC management issues, and shall be empowered by the respective County to act in and on their behalf.

SECTION 7. New Members. New members may be added to the SCICNET upon approval by a majority vote of the existing members. Any new member will be entitled to one (1) vote on the SCICNET – EB, provided all contractual and other duties have been met. Addition of other governmental entities will require the adoption of a new Intergovernmental Agreement, wherein the new cost share and members will be identified therein. Pro rata costs for the year to date, and other costs when determined to be fair and equitable, may be assessed to new members. All such costs, if assessed, must be agreed to by the SCICNET – CC prior to addition of new members, and must be captured in a written offer of membership.

SECTION 8. Cost Sharing. The County of Dauphin, County of Franklin, and County of Adams agree to share the cost of operating and maintaining SCICNET. Such cost shall be identified by July 15 of each year, to allow the respective counties to ensure such costs are included within their respective annual budgets. Such operational and management costs shall be apportioned equally on an annual basis, with the initial cost share being 33.33% percent per County. This pro rata cost share may be reduced if other governmental entities join the SCICNET. It is understood that such membership will be on an equal, pro rata share basis.

SECTION 9. Understandings. The following understandings exist among the three Counties:

- a. The members agree to continue the existing bi-annual hardware and software upgrade strategy for the SCICNET dynamic system resiliency (DSR) master sites, as required and provided for in Exhibit B. The costs of this strategy shall be seen as an operational cost of SCICNET.
- b. The members agree to maintain and keep current each suite of non-master site equipment, which equipment is essential for the independent county communication systems and are required to interface with, interoperate with, or connect to the SCICNET master sites, in a manner to ensure that they are compatible with and do not interfere with operation of the SCICNET and its DSR master sites.
- c. The duration of this agreement shall be at least seven (7) years from the date of execution.
- d. The agreement may be terminated by the members after the initial seven (7) year term, but will continue on an annual basis, beginning with January 1 of each subsequent year, if notice is not received as required in subsection 9(e) below.
- e. It is understood that this agreement relates to the provision of emergency communications, and a long lead time is required for the testing and establishment of any replacement system for one or more members of the SCICNET. For those

reasons, termination requires at least an eighteen (18) month lead time. Termination shall be by written notice to the other members, providing notice of the intent of any party to terminate the agreement, shall be signed by the Board of Commissioners or government executive, and shall include the desired date the member plans to exit SCICNET membership.

- f. The SCICNET may be continued by the remaining members, based upon advice of the SCICNET – CC. However, the decision to continue the SCICNET shall remain solely a decision of the individual members, in their contractual powers.
- g. Any county that is a party to this agreement that chooses to dissolve the agreement or its participation in SCICNET will have no rights to the regional switches or its portion of ownership, as the SCICNET supports vital public operations for the remaining parties to this agreement.
- h. No separate governmental or organizational structure is necessary for the administration or implementation of this agreement. No additional employee of any member government is required for the operation and management of the SCICNET.
- i. No real or personal property shall be required for the establishment of the SCICNET.
- j. To the extent any U.S. Federal Communications Commission licenses must be acquired, or use of any privately owned radio bandwidth is necessary, such licenses or bandwidth shall be acquired prior to the operation of the SCICNET.

SECTION 10. Finances. The County of Dauphin will act as the fiduciary agent for the SCICNET. In that role, Dauphin shall administer the approved SCICNET operating budget, and invoice the member counties (and other governments, as applicable), for their proportionate share of the costs on a quarterly basis. Dauphin County shall also ensure that any initial construction costs be invoiced to the respective County. The initial cost for establishment of the SCICNET shall be as previously negotiated between Motorola Solutions, Inc., and each individual County. Any future new member shall have the responsibility and cost of ensuring

that its radio system is compatible with the SCICNET. Disagreements about compatibility shall be decided by the SCICNET – CC.

SECTION 11. Governing Law. This agreement is governed by the laws of the Commonwealth of Pennsylvania.

SECTION 12. Severability. If any provision of this agreement, or the application of any provision of this agreement to any entity or circumstance, is held to be invalid, illegal or unenforceable, or inconsistent with any present or future law, ruling, rule, policy or regulation of any court or governmental or regulatory authority having jurisdiction over the subject matter of this agreement, then the validity, legality, and enforceability of the remaining provisions of this agreement and ordinance shall not in any way be affected or impaired and such provision shall be deemed to be rescinded or modified in accordance with such law, ruling, rule, policy or regulation, and the remainder of this agreement and ordinance, and the application of such provision to any entity or circumstances other than those to which it shall be held inconsistent, shall not be affected.

SECTION 13. Assignment. No member may assign its rights under this agreement and ordinance without the prior written consent of all other members.

SECTION 14. Multiple Enactments. This Intergovernmental Agreement may be adopted in multiple original agreements, as ordinances and agreements both, and all such enactments will be considered as one agreement for purposes of enforceability and interpretation.

INTENDING TO BE LEGALLY BOUND, this Ordinance is **ENACTED AND ORDAINED** this ____ day of May 2018.

ATTEST:

FRANKLIN COUNTY COMMISSIONERS

Carrie Gray, Chief Clerk

David S. Keller, Chairman

Robert L. Thomas

Robert G. Ziobrowski

ASTRO 25 REGIONAL MASTER SITE WITH DYNAMIC SYSTEM RESILIENCY (DSR)

SOUTH CENTRAL INTER-COUNTY COMMUNICATIONS NETWORK (SCICNET)



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

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2015 Motorola Solutions, Inc. All rights reserved.



Motorola Solutions, Inc.
809 Pinnacle Drive, Suites E-H
Linthicum Heights, MD 21090-2535

Telephone: +1 410 712 6200
Fax: +1 410 712 4994

November 10, 2017

Gregory R. Kline
Manager of Technical Systems
Dauphin County Dept. of Public Safety
911 Gibson Blvd
Steelton, PA 17113

RE: Dynamic System Resiliency for the South Central Inter-County Communications
Regional Network (SCICNet)

Dear Mr. Kline:

Motorola Solutions, Inc. (Motorola) is pleased to present the enclosed proposal for adding Dynamic System Resiliency (DSR) to the existing Dauphin and Adams Counties' master sites. The proposed upgrade will enable the Counties to operate as a Single Zone Regional System allowing all SCICNet member Counties to take advantage of increased system availability provided by geographically separated Master Sites while also lowering their total cost of ownership through a shared services model.

Motorola's proposal and pricing is pursuant to Pennsylvania State Contract # 4400016317 and subject to the terms and conditions outlined herein, or a negotiated version thereof which must accompany, or be incorporated by reference into, your Purchase Order. Our proposal will remain valid until December 31st, 2017.

Motorola is providing this proposal based on current knowledge of the Dauphin/Adams & Franklin Co. systems. It is assumed that Dauphin & Adams Counties will be on the same System Release at the Contract Execution for this project.

Motorola takes great pride in being a partner with Dauphin and Adams County, supplying mission critical communications for all of your public safety and public service agencies. We appreciate the opportunity to submit this proposal, and look forward to continuing our collaborative relationships.

Sincerely,
MOTOROLA SOLUTIONS, INC.

A handwritten signature in black ink, appearing to read 'Michael Leonard', written in a cursive style.

Michael Leonard
MSSSI Vice President
North America Government Markets

PROPOSAL TO
DAUPHIN, ADAMS AND FRANKLIN COUNTIES

SECTION 1

DSR UPGRADE

OVERVIEW

ASTRO 25 REGIONAL MASTER SITE WITH DYNAMIC SYSTEM RESILIENCY (DSR)

NOVEMBER 10, 2017

SOUTH CENTRAL INTER-COUNTY COMMUNICATIONS NETWORK (SCICNET)



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

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2015 Motorola Solutions, Inc. All rights reserved.

TABLE OF CONTENTS

Section 1

DSR Upgrade Overview	1-1
1.1 Phase 1	1-1
1.2 Phase 2	1-1
1.3 General	1-1

DSR UPGRADE OVERVIEW

Motorola Solutions, Inc. (Motorola Solutions) is pleased to offer this proposal for the modification of the existing Dauphin and Adams Counties' radio networks to add backup capabilities by establishing a Dynamic Site Resiliency (DSR) master site configuration using the two existing Counties' master sites. This will establish a single regional South Central Inter-county Communications Network (SCICNet) capable of supporting additional counties in additional future Project Phases.

Dauphin, Adams & Franklin Counties currently see this Project occurring in two Phases as it relates to the reconfiguration of their existing Motorola Solutions ASTRO25 radio networks:

1.1 PHASE 1

- Implement Motorola Solutions P25 Dynamic System Resiliency (DSR):

Implement Dynamic System Resiliency between the Adams and Dauphin County Master Site Equipment. Dauphin County will be configured as the Primary Master Site while Adams County will be configured as the Backup Master Site.

1.2 PHASE 2

- Upgrade Franklin County's System Components:

The existing Franklin County Master Site, Dispatch and RF equipment is currently on an older 7.14 ASTRO P25 software release. The equipment to be connected to the SCICNet DSR Master must be upgraded to the current software release of 7.16 that would match both Dauphin and Adams County's systems. Franklin County's Dispatch & RF equipment will be upgraded to 7.16 as part of joining the SCICNet DSR Master and it is assumed all necessary Hardware & Software will be covered under Franklin's existing SUA-II agreement.

- Migrate Franklin County's existing ASTRO P25 Network to the redundant Master Site Equipment located at Adams and Dauphin Counties (the SCICNet DSR Master).

As part of Phase 2 of the DSR Project, the Franklin County dispatch consoles and tower site RF infrastructure will be configured to operate from the redundant SCICNet DSR master sites located at Dauphin and Adams Counties. Franklin County's connection will require an additional level of design and implementation effort when compared to the joining of the Adams and Dauphin County systems. This will include not only a release upgrade, but also a countywide talkgroup and subscriber ID renumbering and reprogramming. Detailed planning is required to ensure that Franklin County first responders don't lose critical communication during the migration and renumbering process. The existing Franklin County Master site equipment will eventually be decommissioned and the hardware will be used for inventory spares.

1.3 GENERAL

The Dauphin and Adams Counties' radio networks each currently have their own network control points which manage their independent radio networks. The common network control point is



referred to as the Master Site and is located within each County in Pennsylvania. All radio resources that participate in the Counties' networks are interfaced to these two Master Sites.

The Master Site can easily be thought of as a centralized switching site that manages the voice and data traffic between radio resources. The radio resources may be subscribers, dispatch centers, simulcast cells, or standalone radio sites. By utilizing a common Master Site, any voice or data communication can be shared with any other resource. This allows a subscriber from one county to continue to be in communication with their jurisdiction as they travel throughout the region. It also facilitates mutual aid by joining together responders from various jurisdictions as needed. As long as a subscriber device operates in the same frequency band that supports a coverage area, the subscriber can communicate throughout the region. For dispatch purposes, all voice and data communications occur at the baseband level so any dispatcher may communicate with any other subscriber, regardless of location. This feature lends itself to emergency scenarios where County A's dispatch center goes down, but they can immediately begin dispatching from any other console within the radio network, regardless of location.

The management of radio resources as described above is the responsibility of the Zone Controller located at each of the Master Sites. Because the Zone Controller is so critical to the operation of the network, the radio system has a backup Zone Controller collocated at each of the Master Sites. Zone Controllers process all call requests within the zone, and if a failure occurs in the primary controller, the backup controller comes on line automatically.

In addition to the Zone Controllers, the Master Site hosts other server based applications to facilitate configuration and management of the radio network. The Unified Network Configuration (UNC) and the Unified Configuration Manager (UCM) applications allow system administrators to manage the infrastructure and subscribers respectively. Unified Event Manager (UEM), Air Traffic Routers, and Zone Statistics Servers are examples of server based applications for the monitoring of the radio network.

However, the Master Site is more than a collection of server based applications; the Master Site is the interface point for all of Dauphin and Adams Counties' infrastructure components. Devices, such as remote site controllers and dispatch centers, are interfaced to the respective Master Site LAN by switches, routers, and relay panels through either IP Based Protocols or synchronous T1 facilities. Additionally, the Master Site (Dauphin County) supports applications, such as Info-Vista for monitoring the health of the Wide Area Networks and, through the use of MOSCAD, offers alarm and control of these facilities.

From the brief description of some of the Master Site activities, the criticality of the Master Site is obvious. The question then becomes, what happens if the Master Site experiences a catastrophic failure that prevents the Master Site from restoring service for an extended period of time such as weeks or months? In the existing network, a catastrophic Master Site failure would cause all RF infrastructure resources to revert to site based trunking for both of the counties, while the dispatch centers revert to local control station dispatching. If the failure extends for a long duration, each jurisdiction will only have the ability to communicate locally with diminished dispatch capabilities. To resolve this potential problem, Motorola Solutions offers a feature called Dynamic Site Resiliency (DSR) that allows the ASTRO P25 radio network to have a backup Master Site located at a physically different location than the primary Master Site.

With DSR, links that connect the primary Master Site with the backup Master Site are used for periodic updates of critical network information that facilitate the switching of Master Sites if the need were to arise. These updates include configurations and other management data critical to seamless failover. DSR allows sites with redundant site routers to home one connection directly off each Master Site for maximum protection. Depending upon the severity of a Master Site failure, it may be possible for a site with non-redundant routers and homed only off the primary Master Site to



fully function after a switchover provided the inter-site links remain functional. This proposal will be converting the existing Master Sites at Dauphin and Adams Counties into a Primary/Secondary DSR Master Site configuration. This will allow redundancy in the case of a catastrophic failure of the Dauphin County or Adams County Master switches.

This proposal also addresses system capacity. With the assumption that both existing Master Sites will be at System Software Release 7.16 (R7.16) at the time of implementation, the Single Zone Capacity limitations for a R7.16 are presented in Table 1-1 below. There appear to be areas of potential concern for the number of UEM and Affiliation User Report application licenses available when looking at the table in the ASSUMPTIONS Section; however we would encourage the reevaluation of the need for these license counts to reside entirely with a single County now given the ability to remote access terminals, etc.

Table 1-1: R7.16 Zone Constraints

Item	Single Zone Capacity
RF (Trunked) Sites	150
Console Sites	55
MCC7500 Console OPs	250
RF Channels	1000
Conventional Channels	1000
Subscribers	64,000 *
Data Subscribers	20,000 per system
Customer Enterprise Networks	10
Fault Management Application	4
Unified Event Manager	16
Unified Network Configurator	7
Zone Watch	10
Affiliation User Report	5
Unified Configuration Manager/Provision Manager	64
Radio Control Manager	32

Item	Single Zone Capacity
Dynamic Report	5
Zone Historical Report	10

- Equipment provided for this proposal includes:
 - Adams County DSR Site:
 - ◆ Qty 1 - Core router Pair with Relay Panels (T1 Based).
 - ◆ Qty 1 - Exit router pair (T1 based).
 - ◆ Qty 1 - Border Router.
 - ◆ Qty 1 – Switch.
 - Dauphin County Master Site:
 - ◆ Qty 1 - Addition of Ethernet Support in one Core router Pair.
 - ◆ Qty 2 - Core Backhaul Switches.
 - ◆ Qty 1 - Exit router Pair T1 Based.
 - ◆ Qty 2 - Border Routers.
 - ◆ Qty 2 – Switches.
 - ◆ Qty 10 - GGM8000 Gateways for the following locations:
 - Qty 2 - At two single link ASR sites.
 - Transfer the S2500 routers from the first 2 non-redundant ASR site to the next two ASR Sites.
 - ◆ Qty 2 - At three fan-out Dispatch Site locations.
 - ◆ Qty 1 - ISSI8000 Gateway Interface Hardware for redundancy.
 - License from Adams County will be transferred to Dauphin and new hardware will be placed at Dauphin.
 - ◆ Qty 1 - DSR System Notification license.
 - ◆ Qty 2 - UEM SNMP Element Management Toolkit for CEN alarm reporting.
 - ◆ Qty 1 – KMF redundancy software.

PROPOSAL TO
DAUPHIN, ADAMS AND FRANKLIN COUNTIES

SECTION 2

STATEMENT OF WORK

ASTRO 25 REGIONAL MASTER SITE WITH DYNAMIC SYSTEM RESILIENCY (DSR)

NOVEMBER 10, 2017

SOUTH CENTRAL INTER-COUNTY COMMUNICATIONS NETWORK (SCICNET)



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

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2015 Motorola Solutions, Inc. All rights reserved.

TABLE OF CONTENTS

Section 2

Statement of Work	2-1
2.1 Overview	2-1
2.2 Contract.....	2-2
2.2.1 Contract Award (Milestone)	2-2
2.2.2 Contract Administration	2-2
2.3 Contract Design Review	2-2
2.3.1 Review Contract Design	2-2
2.3.2 Design Approval (Milestone).....	2-3
2.4 Order Processing.....	2-4
2.4.1 Process Equipment List	2-4
2.5 Manufacturing.....	2-4
2.5.1 Manufacture Motorola Solutions Fixed Network Equipment	2-4
2.5.2 Manufacture Non-Motorola Solutions Equipment	2-4
2.5.3 Ship Acceptance (Milestone)	2-4
2.6 Civil Work for Dauphin and Adams Counties – Provided Facilities in phase 1	2-5
2.7 System Installation	2-6
2.7.1 Install Fixed Network Equipment.....	2-6
2.7.2 Fixed Network Equipment Installation Complete	2-7
2.7.3 Link Verification	2-7
2.7.4 System Installation Acceptance (Milestone).....	2-7
2.8 System Optimization.....	2-7
2.8.1 Optimize System	2-7
2.8.2 Optimization Complete	2-7
2.9 Audit and Acceptance Testing	2-8
2.9.1 Perform Functional Testing.....	2-8
2.9.2 System Acceptance Test Procedures (Milestone).....	2-8
2.10 Finalize	2-8
2.10.1 Migration.....	2-8
2.10.2 Resolve Punchlist	2-9
2.10.3 Transition to Service / Project Transition Certificate	2-9
2.10.4 Finalize Documentation	2-10
2.10.5 Final Acceptance (Milestone).....	2-10
2.11 Project Administration.....	2-10
2.11.1 Project Status Meetings	2-10
2.11.2 Progress Milestone Submittal	2-11
2.11.3 Change Order Process	2-11

STATEMENT OF WORK

2.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to Dauphin, Adams and Franklin Counties (the Counties). The tasks described herein will be performed by Motorola Solutions, its subcontractors, and the Counties to implement the solution described in the Upgrade Overview. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola Solutions and the Counties during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for Motorola Solutions, and the Counties
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

SCICNet Master Site with DSR Preliminary Project Phase 1 & 2 Schedule	
Contract Award	Dec 2017
Detailed Design Review (DDR)	March 2018
Manufacture and Ship DSR Equipment	April 2018
Install, Optimize, and Test DSR Equipment	May-June 2018
DSR Punchlist Resolution Prior to Phase 2 (Franklin Cutover)	July 2018
Finalize Franklin Cutover Plan	August 2018
Franklin Fleet Reprogramming & FNE Prep Work	September 2018
Franklin Dispatch / RF FNE / Fleet Cutover to DSR	October 2018
Punchlist Resolution/Final Documentation	November 2018
Final Acceptance DSR Project	December 2018



2.2 CONTRACT

2.2.1 Contract Award (Milestone)

Task	Motorola Solutions	Counties
Contract is executed and all parties receive all the necessary documentation	X	X

2.2.2 Contract Administration

Task	Motorola Solutions	Counties
Assign a Project Manager as the single point of contact with authority to make project decisions	X	X
Assign resources necessary for project implementation	X	
Schedule the project kickoff meeting with the Counties	X	
Host the kickoff meeting at a County facility		X
Assign other resources necessary to ensure completion of project tasks for which Dauphin, Adams and Franklin Counties are responsible		X

Completion Criteria:

Task	Motorola Solutions	Counties
Both Motorola Solutions and the Counties assign all required resources	X	X
Project kickoff meeting is scheduled	X	X

2.3 CONTRACT DESIGN REVIEW

2.3.1 Review Contract Design

Task	Motorola Solutions	Counties
Meet with the Project Teams	X	
Review the operational requirements and the impact of those requirements on various equipment configurations	X	
Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation	X	



Task	Motorola Solutions	Counties
Review the System Design, Statement of Work, Equipment List, and update the contract documents accordingly	X	
Develop a Project Schedule/Migration Plan.	X	
Submit design documents to the Counties for approval. These documents form the basis of the system, which Motorola Solutions will manufacture, assemble, stage, and install	X	
Establish demarcation point (supplied by the Motorola Solutions system engineer) to define the connection point between the Motorola Solutions-supplied equipment and the County-supplied links and external interfaces	X	
Conduct (updated) site evaluations to capture site details of the system design and to determine site readiness	X	
Determine each site's ability to accommodate proposed equipment based upon physical capacity	X	
Prepare Site Evaluation Report that summarizes findings of above-described site evaluations	X	
Key project team participants attend the meeting		X
Make timely decisions, according to the Project Schedule		X

Completion Criteria:

Task	Motorola Solutions	Counties
Complete Design Documentation, which may include updated System Description, Equipment List, or other documents applicable to the project	X	
Incorporate any deviations from the proposed system into the contract documents accordingly	X	X
The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing	X	X
A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract	X	X

2.3.2 Design Approval (Milestone)

- The Counties execute a Design Approval milestone document.

2.4 ORDER PROCESSING

2.4.1 Process Equipment List

Task	Motorola Solutions	Counties
Place all factory orders for all Motorola Solutions manufactured equipment	X	
Procure third-party equipment	X	
Approve shipping location		X

Completion Criteria:

- All equipment orders have been placed.

2.5 MANUFACTURING

2.5.1 Manufacture Motorola Solutions Fixed Network Equipment

Task	Motorola Solutions	Counties
Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order	X	

Completion Criteria:

- FNE shipped to the field.

2.5.2 Manufacture Non-Motorola Solutions Equipment

Task	Motorola Solutions	Counties
Procure non-Motorola Solutions equipment necessary for the system based on equipment order	X	

Completion Criteria:

- Ship non-Motorola Solutions manufactured equipment to the field.

2.5.3 Ship Acceptance (Milestone)

- All equipment shipped to the field.



2.6 CIVIL WORK FOR DAUPHIN AND ADAMS COUNTIES – PROVIDED FACILITIES IN PHASE 1

Task	Motorola Solutions	Dauphin/ Adams
Provide electrical requirements for the equipment to be installed in the Dauphin and Adams Counties-provided facilities.	X	
If applicable and based on local jurisdictional authority, Dauphin and Adams Counties will be responsible for any installation or upgrades of the Critical Operation Power Systems in order to comply with NFPA 70, Article 708.		X
Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.		X
Supply adequately sized electrical service, connected to existing backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location.	X	
Proposal assumes adequate, accessible existing HVAC. Provide grounding, lighting, cable routing, and surge protection based upon Motorola Solutions's <u>Standards and Guidelines for Communication Sites (R56) Rev B 2005</u> .	X	
Provide rack space for the System equipment at the Dauphin and Adams Counties-provided facilities.	X	
Relocate existing equipment, if needed, and as practical, to provide required space for the installation of Motorola Solutions-supplied equipment.	X	
Bring grounding system up to Motorola Solutions's R56 standards (Rev B 2005) and supply a single point system ground, of 5 ohms or less, as applicable and practical to be used on all FNE supplied under this Contract. Supply grounding tie point within 10 feet from the Motorola Solutions-supplied equipment.	X	
Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.		X
Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).		X
Supply interior building cable trays, raceways, conduits, and wire supports.	X	
Complete all Dauphin and Adams Counties deliverables in accordance within the approved Project Schedule.		X

Completion Criteria:

- All sites are ready for equipment installation in compliance with Motorola Solutions' R56 standards.

2.7 SYSTEM INSTALLATION

2.7.1 Install Fixed Network Equipment

Task	Motorola Solutions	Counties
Receive and inventory all equipment	X	
Install all fixed equipment contained in the equipment list and outlined in the System Description based upon the agreed to floor plans, at the sites where the physical facility improvement is complete and the site is ready for installation. All equipment will be properly secured to the floor and installed in a neat and professional manner, employing a standard of workmanship consistent with its own R56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA), and FCC standards and regulations.	X	
Furnish all cables for power, audio, control, and radio transmission to connect the Motorola Solutions supplied equipment to the power panels or receptacles and the audio/control line connection point.	X	
Bond the supplied equipment to the site ground system in accordance with Motorola Solutions's R56 standards (Rev B 2005)	X	
During field installation of the equipment, any required changes to the installation will be noted and assembled with the final 'as-built' documentation of the system	X	
Provide storage location for the Motorola Solutions-provided equipment		X
Interface with the following network connections: <ul style="list-style-type: none"> • Dauphin, Adams and Franklin Counties-provided connectivity between the respective Master Sites. 	X	
Remove all rubbish and debris associated with site preparation, unpacking of shipping materials, and the installation of new equipment or systems related to this project.	X	
Remove and relocate/dispose of equipment as required to provide space for the new equipment.		X
Provide access to the sites, as necessary		X

Completion Criteria:

- Fixed Network Equipment installation completed and ready for optimization.



2.7.2 Fixed Network Equipment Installation Complete

- All fixed network equipment installed and accepted by Dauphin and Adams Counties.

2.7.3 Link Verification

Task	Motorola Solutions	Counties
Perform test to verify site link performance, prior to the interconnection of the Motorola Solutions-supplied equipment to the link equipment	X	
Make available the required links which meet the specifications supplied by Motorola Solutions at the CDR		X

Completion Criteria:

- Link verification successfully completed.

2.7.4 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by the Counties.

2.8 SYSTEM OPTIMIZATION

2.8.1 Optimize System

Task	Motorola Solutions	Counties
Configure both Master Sites for DSR capability	X	
Verify that all equipment is operating properly	X	
Verify communication interfaces between devices for proper operation	X	
Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR.	X	
Provide access/escort to the sites		X

Completion Criteria:

- System optimization is complete.

2.8.2 Optimization Complete

- System optimization is completed. Motorola Solutions and the Counties agree that the equipment is ready for acceptance testing.

2.9 AUDIT AND ACCEPTANCE TESTING

2.9.1 Perform Functional Testing

Task	Motorola Solutions	Counties
Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola Solutions, as contracted. DSR performance verification ATP shall be to procedure found in system release 7.16 DSR Manual Section 7, starting on Pg 91.	X	
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken	X	
Document all issues that arise during the acceptance tests	X	
Document the results of the acceptance tests and present to Dauphin, Adams and Franklin Counties as applicable for review	X	
Resolve any minor task failures before Final System Acceptance	X	
Witness the functional testing		X

Completion Criteria:

- Successful completion and Dauphin, Adams, and Franklin Counties approval of the functional testing as applicable.

2.9.2 System Acceptance Test Procedures (Milestone)

- The Counties approve the completion of all the required tests.

2.10 FINALIZE

2.10.1 Migration

Task	Motorola Solutions	Counties
Motorola Solutions and the Counties develop a mutually agreed upon migration plan to implement the DSR capability based upon discussions held during the CDR	X	
During migration, follow the written plan and implement the defined contingencies, as required	X	
Conduct cutover meetings with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system	X	
Attend cutover meetings and approve the migration plan		X

Task	Motorola Solutions	Counties
Notify the user groups affected by the migration (date and time)		X
Conduct a roll call of all users working during the cutover, in an organized and methodical manner		X

Completion Criteria:

- Successful migration to DSR capability between the Dauphin and Adams Counties Master Sites and Franklin Co.

2.10.2 Resolve Punchlist

Task	Motorola Solutions	Counties
Work with the Counties to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items		X

Completion Criteria:

- All punchlist items resolved and approved by Dauphin, Adams and Franklin Counties as applicable.

2.10.3 Transition to Service / Project Transition Certificate

Task	Motorola Solutions	Counties
Review the items necessary for transitioning the project to warranty support and service	X	
Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process		X

Completion Criteria:

- All service information has been delivered and approved by the Counties.

2.10.4 Finalize Documentation

Task	Motorola Solutions	Counties
Provide an electronic as-built system manual as an update to existing system documentation	X	
Receive and approve all documentation provided by Motorola Solutions		X

As-built documentation includes:

- Master Site System-Level Diagram
- Master Site Equipment Rack Diagrams
- ATP Test Results
- Equipment Inventory List

Drawings are created utilizing Visio design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

Completion Criteria:

- All required documentation is provided and approved by Dauphin, Adams and Franklin Counties as applicable.

2.10.5 Final Acceptance (Milestone)

Task	Motorola Solutions	Counties
All deliverables completed, as contractually required	X	

Completion Criteria:

- Final System Acceptance documents signed by the Counties (or their Representative) representing the completion of the system and acknowledgement of System Acceptance.

2.11 PROJECT ADMINISTRATION

2.11.1 Project Status Meetings

Task	Motorola Solutions	Counties
Motorola Solutions Project Manager, or designee, will attend all project status meetings with the Counties, as determined during the CDR	X	
Record the meeting minutes and supply the report	X	
Track project issues, action items, and punchlist items	X	
Attend and participate in project status meetings	X	X
Respond to issues in a timely manner	X	X



Sample Project Status Meeting agenda:

- Overall project status compared to the Project Schedule.
- Product or service related issues that may affect the Project Schedule.
- Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
- Any miscellaneous concerns either of Dauphin County and/or Adams County or Motorola Solutions.

Completion Criteria:

- Completion of the meetings and submission of meeting minutes.

2.11.2 Progress Milestone Submittal

Task	Motorola Solutions	Counties
Submit progress (non-payment) milestone completion certificate/documentation	X	
Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task		X

Completion Criteria:

- The Counties’ (or their Representative’s) approval of the Milestone Completion documents.

2.11.3 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project’s timeline 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.

Example of Change Order Process provided on the following pages.

This page intentionally left blank.



Change Order No. _____
 Date: _____
 Project Name: _____
 Customer Name: _____
 Customer Project Mgr: _____

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Contract # REQUIRED Contract Date: _____

In accordance with the terms and conditions of the contract identified above between [enter customer name] and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$
Previous Change Order amounts for Change Order numbers <input type="text"/> through <input type="text"/>	\$
This Change Order:	\$
New Contract Value:	\$

Completion Date Adjustments

Original Completion Date:	
Current Completion Date prior to this Change Order:	
New Completion Date:	



Changes in Equipment: <i>(additions, deletions or modifications)</i> Include attachments if needed

Changes in Services: <i>(additions, deletions or modifications)</i> Include attachments if needed

Schedule Changes: <i>(describe change or N/A)</i>

Pricing Changes: <i>(describe change or N/A)</i>

Customer Responsibilities: <i>(describe change or N/A)</i>

Payment Schedule for this Change Order: <i>(describe new payment terms applicable to <u>this</u> change order)</i>

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.

Customer

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Reviewed by: _____
Motorola Solutions Project Manager

Date: _____

PROPOSAL TO
DAUPHIN, ADAMS AND FRANKLIN COUNTIES

SECTION 3

DSR PROJECT

ASSUMPTIONS

ASTRO 25 REGIONAL MASTER SITE WITH DYNAMIC SYSTEM RESILIENCY (DSR)

NOVEMBER 10, 2017

SOUTH CENTRAL INTER-COUNTY COMMUNICATIONS NETWORK (SCICNET)



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

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2015 Motorola Solutions, Inc. All rights reserved.

TABLE OF CONTENTS

Section 3

DSR Project Assumptions.....	3-1
------------------------------	-----



This page intentionally left blank.



DSR PROJECT ASSUMPTIONS

Motorola Solutions has made the following assumptions in preparing this proposal this Project. Phase 1 is to establish an ASTRO25 Mastersite with DSR capabilities between the existing systems in Dauphin and Adams Counties. Phase 2 of the Project, will be for Franklin County to join the ASTRO25 DSR Mastersite by connecting its existing RF and Console Dispatch Sites into the DSR Master, thus creating a regional South Central Intercounty Communications Network.

- For Phase 1 of the Project to occur, Dauphin and Adams Counties must both be at ASTRO R7.16
 - Both Counties will have the same equipment and components at the Master Sites except:
 - ◆ ISSI8000 – Only Adams County has purchased this. Hardware quoted for Dauphin County is in this quote.
 - ◆ GPS Location – Only Adams County has purchased this. Dauphin County will not have this feature unless additional licenses are purchased which are not included in this quote.
 - ◆ Dauphin and Adams Counties each have a KMF. Motorola Solutions' proposal includes the software necessary to allow for the existing Adams KMF to be reconfigured for DSR standby operation in the future. However, the Counties have elected to operate with independent KMF Servers at this time to avoid the need to reprogram OTAR IP addresses into their fleets at this juncture. A separate proposal will be required to capture the necessary subscriber fleet reprogramming or potential KMF resizing which may be necessary to accommodate such a configuration in the future.
 - Dauphin and Adams Counties are set up with the same System ID (01E8) and have coordinated with each other on their overall fleetmap ID scheme such that they will not overlap each other.
- Adams County already has dual site Ethernet Links from:
 - Master Site to Prime Site
 - Prime Site to Remote Sites
 - Master Site to Dispatch Sites
 - Master Site to CEN - Direct connection to DSR.
- Adams County has one Border Router and one CEN switch at the existing fielded Master Site.
- Dauphin County already has dual site TI Links from:
 - Master Site to Simulcast Prime Site.
 - Simulcast Prime Site to Simulcast Remote Sites.
 - Master Site to Dispatch Sites:
 - ◆ 4 Dispatch Sites have Dual Site T1 Links.
 - ◆ 3 Dispatch Sites are fanned-out connection to the CORE LAN Switches.
 - Master Site to CEN – Direct connection.
 - ◆ Dauphin County has two Border Routers and two CEN Switches at existing fielded Master Site.

- Master to 5 ASR Sites (the remaining 4 ASR sites are single links only).
- All single link Dauphin County ASR sites will be upgraded to dual links as part of this DSR proposal. "Fanout" Dispatch sites currently without routers will receive dual routers. In a DSR configuration, one router from each Dauphin Simulcast Prime, ASR, and Dispatch sites must connect to the Dauphin Core, the other router from each site must connect to the Adams County core. Dauphin County shall be responsible to route/re-route T1s from the following locations to Adams County DSR Site:
 - ◆ Qty 1 – Blue Mountain Prime Site T1 Link.
 - ◆ Qty 9 - ASR Site T1 Links.
 - Qty 1- new T1 Links from each of the 4 ASR Single T1 Links.
 - Qty 1- T1 Links from each of the 5 ASR Dual T1 Links.
 - ◆ Qty 1 - Dispatch Site 1 T1 Link.
 - ◆ Qty 1 - Dispatch Site 2 T1 Link.
 - ◆ Qty 1 - Dispatch Site 3 T1 Link.
 - ◆ Qty 1 - Dispatch Site 4 T1 Link.
 - ◆ Qty 1 - Dispatch Site 5 T1 Link.
 - ◆ Qty 1 - Dispatch Site 6 T1 Link.
 - ◆ Qty 1 - Dispatch Site 7 T1 Link.
 - ◆ Qty 2 – Border Router T1 Links.
- Adams County and Dauphin County shall be responsible to provide the following Inter-zone (exit router) links:
 - Qty 2 - T1 Links between Dauphin and Adams Counties Master Sites.
- Adams County shall be responsible to re-route one of the dual Ethernet Links from the following locations to Dauphin County Master Site:
 - Qty 1- Adams County West Prime Site Ethernet Link.
 - Qty 1- Adams County East Prime Site Ethernet Link.
 - Qty 1- Main Dispatch Logical Site 1 Ethernet Link.
 - Qty 1- Main Dispatch Logical Site 1 Ethernet Link.
 - Qty 1- Backup Dispatch Ethernet Link.
 - Qty 1- Border Router T1 Link.
- Project Phase 2: Upgrade & move Franklin Co. RF Sites and MC7500 Consoles to the SCICNet DSR core.
 - Development of Project Phase 2 and Franklin cutover plan will begin in Project Phase 1 starting with DDR
 - Cutover plan will be finalized with Franklin Co., and other SCICNet partners & Motorola Solutions prior to beginning cutover of Franklin resources
 - ◆ Includes reconfiguring and reprogramming of SCICNet DSR Cores to accept Franklin resources (RF Sites, MCC Consoles & subscribers).
 - ◆ Includes reconfiguration and cutover of Franklin Co. RF sites to SCICNet DSR Cores

- ◆ Includes reconfiguration and cutover of Franklin Co. MCC7500 console positions to SCICNet DSR Cores
 - ◆ Includes development of codeplugs and reprogramming of existing Franklin Co. subscriber fleet for operation on SCICNet (does not include any radio firmware or feature upgrades)
 - ◆ Assumes all connectivity to SCICNet DSR Cores provided by others
 - ◆ Assumes dispatching operations on conventional resources until cutover is completed.
 - ◆ ASTRO25 FNE SW upgrades required during cutover assumed to be covered under existing SUA II
- No additional System Level Servers have been quoted.
 - Any required system interconnections not specifically outlined here shall be provided by Dauphin, Adams and Franklin Counties as required. This includes microwave links for T1 and Ethernet.
 - Counties shall be responsible to provide the adequate necessary rack space for the new equipment at the appropriate locations.
 - Motorola Solutions is not providing a quote to modify any existing CAD interface or to provide modifications to any NICE Integrated Recording System. A CAD proxy will be necessary for multiple counties to interface with the radio system. Either of these can be designed and quoted once both parties have a better feel for their individual functions and/or requirements for the individual interfaces. CAD interfaces that Adams County is currently utilizing and working to implement will continue to function.
 - Existing POP25 & Location will be left in the existing CEN network.
 - No spares have been included with this quote. Each participating County's existing Mastersite spares will be pooled together to support the overall ASTRO25 Regional DSR Mastersite.
 - Existing site licenses and other application licenses will be transferred from Adams Master to Dauphin Master.
 - Additional licenses required or desired by any County are not included in this quote. They can be quoted at an additional cost and handled via the Change Order Process.
 - Application Licenses will become shared (additive) between the Counties to the extent allowed by a single Zone. The table below illustrates currently purchased license counts by County and the maximums allowed under the Single Zone configuration:

Application	Adams County*	Dauphin County*	Franklin County	Maximum Allowed in a Single Zone System (7.16)
# of UEMs	1	5	2	16
# of UNC's	1	5	1	7 – at max
# of Zone Watch Licenses	2	4	1	10
# of Affiliation User Display Licenses	1	4	0	5 – at max
# Provision Manager	1	2	1	64
# RCM licenses	1	3	1	32
# of Dynamic report licenses	1	1	0	5
# of Zone Historical Report licenses	1	1	1	10
MCC7500 Console User Licenses	15	35	10	250
Trunked Radio User Licenses	2,000	15,000	T.B.D.	64,000 (Single Zone) 128,000 (Multi Zone)

NOTE: Not all purchased licenses may actually be deployed in current environment.

PROPOSAL TO
DAUPHIN, ADAMS AND FRANKLIN COUNTIES

SECTION 4

DSR PROJECT

PHASE 1 & 2 PRICING

ASTRO 25 REGIONAL MASTER SITE WITH DYNAMIC SYSTEM RESILIENCY (DSR)

NOVEMBER 10, 2017

SOUTH CENTRAL INTER-COUNTY COMMUNICATIONS NETWORK (SCICNET)



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

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2015 Motorola Solutions, Inc. All rights reserved.

TABLE OF CONTENTS

Section 4

DSR Project Phase 1 & 2 Pricing	4-1
4.1 Pricing Summary	4-1
4.2 Payment Terms	4-2

This page intentionally left blank.



DSR PROJECT PHASE 1 & 2 PRICING

4.1 PRICING SUMMARY

Total Equipment List Price (2016)	\$723,565.00
Sub-total: Franklin Cutover Services (Project Ph2)*	\$118,182.00
Total System Integration and Services	<u>\$403,464.00</u>
Grand Total	\$1,127,029.00
Less Equipment State Contract Discount	\$(126,364.00)
Less System discount	<u>\$(82,556.00)</u>
Less 2017 Lease Signing Incentive	<u>\$(100,000.00)</u>
Total DSR Phase 1&2 Sale Price	\$818,109.00

***Upgrade & move Franklin Co. RF Sites and MC7500 Consoles to the SCICNet DSR core.**

- Development of Project Phase 2 and Franklin cutover plan will begin in Project Phase 1 starting with DDR
- Cutover plan will be finalized with Franklin Co., and other SCICNet partners & Motorola prior to beginning cutover of Franklin resources
 - ◆ Includes reconfiguring and reprogramming of SCICNet DSR Cores to accept Franklin resources (RF Sites, MCC Consoles & subscribers).
 - ◆ Includes reconfiguration and cutover of Franklin Co. RF sites to SCICNet DSR Cores
 - ◆ Includes reconfiguration and cutover of Franklin Co. MCC7500 console positions to SCICNet DSR Cores
 - ◆ Includes development of codeplugs and reprogramming of existing Franklin Co. subscriber fleet for operation on SCICNet (does not include any radio firmware or feature upgrades)
 - ◆ Assumes all connectivity to SCICNet DSR Cores provided by others
 - ◆ Assumes dispatching operations on conventional resources until cutover is completed.
 - ◆ ASTRO25 FNE SW upgrades required during cutover assumed to be covered under existing SUA II

4.2 PAYMENT TERMS

Payments will be made in accordance with the Lease and Communications Systems Agreement (CSA) Payment Terms and Conditions.



Motorola Solutions, Inc.

Date:

December 14, 2017

Financing proposal for: **Dauphin County, PA**

Communications System Financing Proposal

Motorola Solutions Credit Company LLC is pleased to submit the following proposal for the financing of your Motorola Communications equipment in accordance with the terms and conditions outlined below:

Transaction Type: Municipal Lease-Purchase Agreement

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: **Dauphin County, PA**

Amount: \$818,109.00

Down Payment: \$0.00

Balance to Finance: \$818,109.00

Equipment: As per the Motorola equipment proposal.

Title: Title to the equipment will vest with the Lessee.

Insurance: Lessee will be responsible to insure the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

Option One

Lease Term: Eight Years

Payment Frequency: Quarterly

Payment Structure: Arrears

Lease Rate: 3.75%

Lease Factor: 0.041937

Lease Payment: \$34,309.04
28 quarterly payments

Payment Commencement: First payment due one year after contract execution, quarterly thereafter.

Expiration: This above lease rates and factors are valid for all leases commenced by 12/28/2017

Qualifications: Receipt of a properly executed documentation package.

Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last years audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final Motorola credit committee approval. This quote is based on the general level of interest rates, primarily U.S. Treasury Bills of like term maturity. Any movement in those rates in excess of 10 basis points will result in the revision of this quote.

Documentation: Municipal Equipment Lease Purchase Agreement
Opinion of Counsel
Schedule A / Equipment List
Schedule B / Amortization Schedule
8038G
UCC-1
Certificate of Incumbency
Statement of Essential Use/Source of Funds
Evidence of Insurance or Statement of Self Insurance
Resolution from governing body authorizing the execution of the Lease

Please feel free to contact me if there are any questions or if an alternate structuring is required.

Regards,
Bill Stancik
Motorola Customer Financing
847-538-4531

Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 6.1 and 6.2 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

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

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

Motorola Solutions, Inc.

By: _____

Name: Michael Leonard

Title: MSSSI Vice President

Date: December 19, 2017

Customer

By: _____

Name: Jeff Haste

Title: Chairman

Date: 12/22/17

PROPOSAL TO
DAUPHIN, ADAMS AND FRANKLIN COUNTIES

SECTION 5

SYSTEM DIAGRAMS

ASTRO 25 REGIONAL MASTER SITE WITH DYNAMIC SYSTEM RESILIENCY (DSR)

NOVEMBER 10, 2017

SOUTH CENTRAL INTER-COUNTY COMMUNICATIONS NETWORK (SCICNET)



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

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2015 Motorola Solutions, Inc. All rights reserved.

TABLE OF CONTENTS

Section 5

System Diagrams	5-1
-----------------------	-----

This page intentionally left blank.



SECTION 5

SYSTEM DIAGRAMS

Provided on the following pages.

This page intentionally left blank.



PROPOSAL TO
DAUPHIN, ADAMS AND FRANKLIN COUNTIES

SECTION 6

DSR PROJECT

EQUIPMENT LISTS

ASTRO 25 REGIONAL MASTER SITE WITH DYNAMIC SYSTEM RESILIENCY (DSR)

NOVEMBER 10, 2017

SOUTH CENTRAL INTER-COUNTY COMMUNICATIONS NETWORK (SCICNET)



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

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2015 Motorola Solutions, Inc. All rights reserved.

TABLE OF CONTENTS

Section 6

DSR Project Equipment Lists.....	6-1
----------------------------------	-----

This page intentionally left blank.



DSR PROJECT EQUIPMENT LISTS

Provided in the table below:

SUB SYS ID	BLOCK	MAIN LINE	OPTION	QTY	NOMENCLATURE	DESCRIPTION
D_MASTER	D_MASTER	1	-	1	SQM01SUM0273	MASTER SITE CONFIGURATION
D_MASTER	D_MASTER	1	a	1	CA01499AA	ADD: DSR SYSTEM NOTIFICATION
D_MASTER	D_MASTER	1	c	1	CA02629AB	ADD: EXPAND 7.16 M CORE
D_MASTER	D_MASTER	1	d	1	UA00227AA	ADD: UEM SNMP ELEMENT MANAGEMENT TOOLKIT (QTY 10)
D_MASTER	ISSI	1	e	1	CA02950AA	ADD: INTEROPERABILITY ENABLEMENT 7.16
D_MASTER	ISSI	2	-	1	T7776	ISSI 8000 / CSSI 8000 UPGRADE Software Licenses
D_MASTER	ISSI	2	a	1	UA00042AA	ADD: ISSI 8000 / CSSI 8000 Redundancy Software License
D_MASTER	DSR	3	-	1	SQM01SUM0231	DYNAMIC SYSTEM RESILIENCE
D_MASTER	DSR	3	a	1	CA01511AA	ADD: DSR VOICE
D_MASTER	DSR	3	b	1	CA01512AA	ADD: DSR DATA
D_MASTER	EXIT RTR	4	-	1	SQM01SUM0238	SRC7500 SWITCHING ROUTING CENTER (7.13 AND BEYOND)
D_MASTER	EXIT RTR	4	a	1	CA01358AA	ADD: INTERZONE CAPABILITY CWR
D_MASTER	CORE RTR	5	-	1	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER
D_MASTER	CORE RTR	6	-	1	ST6202	SRC 24 PORT T1/E1EXP II
D_MASTER	CBH SWITCH	7	-	2	CLN1859	2620-48 ETHERNET SWITCH



SUB SYS ID	BLOCK	MAIN LINE	OPTION	QTY	NOMENCLATURE	DESCRIPTION
D_MASTER	CBH SWITCH	8	-	2	DSHPJ8168A	HP E600 REDUNDANT AND EXTERNAL POWER SUPPLY
D_MASTER	BDR RTR	9	-	2	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER
D_MASTER	BDR RTR	10	-	4	ST6017B	S6000 4 PORT ULTRAWAN II MODULE
D_MASTER	SWITCH	11	-	2	CLN1856	2620-24 ETHERNET SWITCH
ASR	ASR	12	-	4	SQM01SUM0205	GGM 8000 GATEWAY
ASR	ASR	12	a	4	CA02108AA	DIRECT SHIP (NO STAGING)
ASR	ASR	12	b	4	CA01616AA	ADD: AC POWER
DAUPHIN	NETWORK	13	-	6	SQM01SUM0205	GGM 8000 GATEWAY
DAUPHIN	NETWORK	13	a	6	CA02108AA	DIRECT SHIP (NO STAGING)
DAUPHIN	NETWORK	13	b	6	CA01616AA	ADD: AC POWER
KMF RED.	KMF RED.	14	-	1	DLN6672	KMF REDUNDANCY SOFTWARE
UNS RED.	UNS RED.	15	-	1	SQM01SUM0257	UNIFIED NETWORK SERVICES
UNS RED.	UNS RED.	15	a	1	CA03063AA	ADD: HIGH CAPACITY/GEO REDUNDANT
UNS RED.	UNS RED.	15	b	1	CA02384AE	ADD: UNIFIED NETWORK SERVICES SOFTWARE
UNS RED.	UNS RED.	15	c	1	CA02354AA	ADD: ASTRO NETWORK APPLICATION INTERFACE
A_MASTER	CORE RTR	24	-	1	SQM01SUM0273	MASTER SITE CONFIGURATION
A_MASTER	CORE RTR	24	a	1	UA00227AA	ADD: UEM SNMP ELEMENT MANAGEMENT TOOLKIT (QTY 10)
A_MASTER	CORE RTR	16	-	1	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER
A_MASTER	CORE RTR	17	-	1	ST6202	SRC 24 PORT T1/E1EXP II
A_MASTER	EXIT RTR	18	-	1	SQM01SUM0238	SRC7500 SWITCHING ROUTING CENTER (7.13 AND BEYOND)

SUB SYS ID	BLOCK	MAIN LINE	OPTION	QTY	NOMENCLATURE	DESCRIPTION
A_MASTER	EXIT RTR	18	a	1	CA01358AA	ADD: INTERZONE CAPABILITY CWR
A_MASTER	BDR RTR	19	-	1	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER
A_MASTER	BDR RTR	20	-	2	ST6017B	S6000 4 PORT ULTRAWAN II MODULE
A_MASTER	SWITCH	21	-	1	CLN1856	2620-24 ETHERNET SWITCH
A_MASTER	ISSI	22	-	1	T7776	ISSI 8000 / CSSI 8000 UPGRAGE Software Licenses
A_MASTER	ISSI	22	a	1	UA00042AA	ADD: ISSI 8000 / CSSI 8000 Redundancy Software License

This page intentionally left blank.

SECTION 7 COMMUNICATIONS SYSTEMS AGREEMENT AND MAINTENANCE SUPPORT AND SUA ADDENDUM

ASTRO 25 REGIONAL MASTER SITE WITH DYNAMIC SYSTEM RESILIENCY (DSR)

NOVEMBER 10, 2017

SOUTH CENTRAL INTER-COUNTY COMMUNICATIONS NETWORK (SCICNET)



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

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2015 Motorola Solutions, Inc. All rights reserved.

TABLE OF CONTENTS

Section 7

Communications Systems Agreement and Maintenance Support and SUA Addendum	7-1
7.1 Communications Systems Agreement	7-1
7.2 Maintenance Support and SUA Addendum	7-3



This page intentionally left blank.

SECTION 7

COMMUNICATIONS SYSTEMS AGREEMENT AND MAINTENANCE SUPPORT AND SUA ADDENDUM

7.1 COMMUNICATIONS SYSTEMS AGREEMENT

Provided on the following pages.



This page intentionally left blank.



Communications System And Services Agreement

(Lease)

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

Section 1 ATTACHMENTS

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

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated _____

C-2 "Pricing Summary & Equipment List" dated _____

C-3 "Implementation Statement of Work" dated _____

C-4 "Acceptance Test Plan" or "ATP" dated _____

C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

Exhibit E "Equipment Lease Purchase Agreement Delivery and Acceptance Certificate"

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

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

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

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

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

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

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

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form,

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

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

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

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

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

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

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

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

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

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

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

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

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

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets,

trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola 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.

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

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

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

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

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

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

“SUA” means Motorola’s Software Upgrade Agreement program.

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

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

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

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

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

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other

contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

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

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

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

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

3.7. **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.

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 SERVICES

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

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

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

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

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

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

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or

recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

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

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

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

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

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

Section 5 PERFORMANCE SCHEDULE

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

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

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

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$ 818,109.00. The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment

Lease-Purchase Agreement executed between the parties. 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. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed and invoiced according to the pricing pages of the proposal, Exhibit B, or the applicable Addendum. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

6.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in the Equipment Lease-Purchase Agreement, title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

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

Name: Greg Kline
Address: 911 Gibson Blvd. Steelton, PA 17113
Phone: 717-558-6803
Email: GKline@dauphinc.org

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

Name: Greg Kline
Address: 911 Gibson Blvd. Steelton, PA 17113

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

Name: Greg Kline
Address: 911 Gibson Blvd. Steelton, PA 17113
Phone: 717-558-6803

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

Section 7 SITES AND SITE CONDITIONS

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

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

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation

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

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable 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 9 SYSTEM ACCEPTANCE

9.1. **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.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola 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.

9.3. **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.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate (Exhibit D) and the Equipment Lease Purchase Agreement Delivery and Acceptance Certificate (Exhibit E).

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **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.

10.2. **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 beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

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

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

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

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola 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 Equipment or Software 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. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. 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.

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

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA 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, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

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

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola 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 12 DISPUTES

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

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

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

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

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

Section 13 DEFAULT AND TERMINATION

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

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola 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. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. 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 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. Notwithstanding, this obligation does not apply if Motorola is entitled to immunity under the NG911 Act of 2012.

14.2. 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.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. 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.

14.3.2 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.

14.3.3 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.

14.3.4. This Section 14 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 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola'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 implementation Services with respect to which losses or damages are claimed. With respect to all non-implementation Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE**

OF SERVICES BY Motorola PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

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

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

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

16.2. **PRESERVATION OF MOTOROLA'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.

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

16.4 DATA AND FEEDBACK.

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

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

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

Section 17 GENERAL

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

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

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

a future or continuing waiver of that same right or power, or the waiver of any other right or power.

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

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

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

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

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola 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.

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

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

17.11. 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 6.1 and 6.2 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

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

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

Motorola Solutions, Inc.

By:  _____

Name: Michael Leonard

Title: MSSSI Vice President

Date: December 19, 2017

Customer

By:  _____

Name: Mike Pries

Title: Vice - Chairman

Date: 12/22/17

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Dauphin County, PA ("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 proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola 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; and (ii) identify the Open Source Software (or specify where that license may be found).

Section 4 LIMITATIONS ON USE

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

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola'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 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. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola'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. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

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 CPS 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 Commercial Computer Software

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

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

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 Commonwealth of Pennsylvania. 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
For the System purchase financed through Motorola Solutions, please refer to the Payment Schedule included in the Equipment Lease-Purchase Agreement

If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan, or as otherwise stated in the applicable addenda.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately.

The qualifications of each type and level of resource are defined in the tables found at Motorola Solutions Inc.'s website. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

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

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

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

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

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Exhibit E

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee (Customer) and Lessor.

Equipment Lease Purchase Agreement No.: _____

Lease Schedule A No. : _____

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# _____ . See Schedule A for a detailed Equipment List.

LESSEE/CUSTOMER:

By: _____

Title: _____

Date: _____

Please complete this form and send a copy via US mail or email to:

Motorola Solutions Credit Company LLC

Attn: Bill Stancik, Finance Manager | 500 W. Monroe, 44th Floor | Chicago, IL 60661

Email: bill.stancik@motorolasolutions.com | Telephone: (847) 538-4531

Lease Communication System and Services Agreement v. 11-9-17

Motorola Solutions, Inc Contract No. 17-00238540

7.2 MAINTENANCE SUPPORT AND SUA ADDENDUM

Provided on the following pages.



This page intentionally left blank.



MAINTENANCE, SUPPORT AND SUA ADDENDUM

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

1. DEFINITIONS

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

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

2. SCOPE

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

3. TERMS AND CONDITIONS

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

3.1 MAINTENANCE AND SUPPORT SERVICES

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

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

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

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

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

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

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

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

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

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

3.1.11 EXCLUDED SERVICES.

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

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

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work

environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

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

3.2 **SUA SERVICES**

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

3.2.2 The term of this Addendum is _____ years, commencing on _____, 201_. The SUA Price for the ___ years of services is \$ _____, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the SUA is a subscription service as more fully described in the applicable SUA Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

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

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

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

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

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) SUA services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this Addendum or the SUA Statement of Work, SUA services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the SUA services.

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

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

3.2.9 SUA INFLATION ADJUSTMENT. After the end of the ____ year of the SUA service period in this Addendum, if the change in the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) annual index for each SUA year exceeds five percent (5%), the price for the coming year's services will increase by an incremental dollar amount per the following formula: Current year's maintenance price * (actual change in the CPI - 5 percentage points). The successive year's service will increase from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated 60 days prior to the 12th/24th/36th, etc. anniversary of the end of the last service period in this Addendum. It will be calculated based upon the CPI for the most recent twelve month increments beginning from the most current month available as posted by the U.S. Department of Labor. The price adjustment would fix the price for the following 12 months.

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

END

PROPOSAL TO
DAUPHIN, ADAMS AND FRANKLIN COUNTIES

SECTION 8

EQUIPMENT LEASE PURCHASE AGREEMENT

ASTRO 25 REGIONAL MASTER SITE WITH DYNAMIC SYSTEM RESILIENCY (DSR)

NOVEMBER 10, 2017

SOUTH CENTRAL INTER-COUNTY COMMUNICATIONS NETWORK (SCICNET)



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

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2015 Motorola Solutions, Inc. All rights reserved.

TABLE OF CONTENTS

Section 8

Sample Lease.....	8-1
-------------------	-----

This page intentionally left blank.

SECTION 8

EQUIPMENT LEASE PURCHASE AGREEMENT

Provided on the following pages.

This page intentionally left blank.





December 14, 2017

DAUPHIN COUNTY
101 Market Street
Harrisburg PA 17101

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24256 are valid for contracts that are executed and returned to Motorola on or before **December 28, 2017**. After **12/28/17**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

A handwritten signature in black ink, appearing to read 'Bill Stancik', written in a cursive style.

Bill Stancik

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address DAUPHIN COUNTY
911 Gibson Blvd
Steelton, PA 17113
Attention: Greg Kline
Phone: 717-558-6803
2. Lessee County Location: Dauphin County Department of Public Safety
3. Federal Tax I.D. Number 23-6003043
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____
Appropriate Contact for Documentation / System Acceptance Follow-up:
6. Appropriate Contact & Mailing Address Same

Phone: _____
Fax: _____
7. Payment remit to address: **Motorola Credit Corp.**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24256

LESSEE:

DAUPHIN COUNTY
101 Market Street
Harrisburg PA 17101

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND

WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees, to the extent not prohibited by law, that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding and Bond Commission requirements (as defined in the Code) where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent,

Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to

Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the 22 day of December, 2017.

LESSEE:

DAUPHIN COUNTY

By: _____

Title: _____



Jeff Haste / Chairman

LESSOR:

MOTOROLA SOLUTIONS, INC.

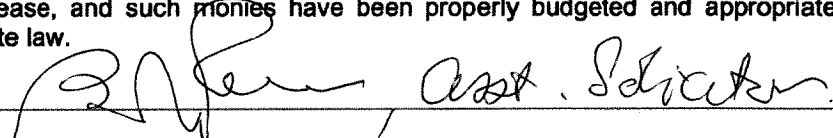
By: _____

Title: Assistant Treasurer


Assistant Treasurer

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement dated 12/22/17 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.



Attorney for DAUPHIN COUNTY

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

Public Safety Communications

2. Why is the equipment essential to the operation of **DAUPHIN COUNTY**?

An enhancement to the reliability of our mission critical public safety radio system

3. Does the equipment replace existing equipment? NO

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment? NO

If yes, please attach outline of justification.

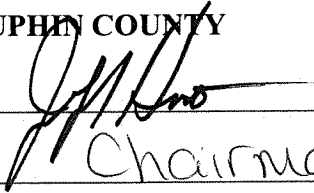
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

General Fund Revenue

Lessee:

DAUPHIN COUNTY

By:



Its:

Chairman

Date:

12/22/17

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 24256

Lease Number:

This Equipment Schedule dated as of 12/22/17 is being executed by MOTOROLA SOLUTIONS, INC. ("Lessor") and DAUPHIN COUNTY (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24256** dated as of 12/22/17 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 96 Months

Commencement Date: 12/31/2017

First Payment Due Date: 1/1/2019

28 Quarterly Payments of \$34,309.04 as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE:

LESSOR:

Dauphin County

Motorola Solutions, Inc.

By: _____

By: _____

Title: Chairman

Title: Assistant Treasurer

Dauphin County (Schedule B)

Compound Period: Quarterly
 Nominal Annual Rate: 3.751%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/31/2017	\$ 818,109.00	1		
2 Payment	1/1/2019	\$ 34,309.04	28	Quarterly	10/1/2025

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/31/2017				\$818,109.00
1	1/1/2019	\$ 34,309.04	\$ 31,212.68	\$ 3,096.36	\$815,012.64
2	4/1/2019	\$ 34,309.04	\$ 7,643.40	\$ 26,665.64	\$788,347.00
3	7/1/2019	\$ 34,309.04	\$ 7,393.32	\$ 26,915.72	\$761,431.28
4	10/1/2019	\$ 34,309.04	\$ 7,140.90	\$ 27,168.14	\$734,263.14
5	1/1/2020	\$ 34,309.04	\$ 6,886.11	\$ 27,422.93	\$706,840.21
6	4/1/2020	\$ 34,309.04	\$ 6,628.93	\$ 27,680.11	\$679,160.10
7	7/1/2020	\$ 34,309.04	\$ 6,369.34	\$ 27,939.70	\$651,220.40
8	10/1/2020	\$ 34,309.04	\$ 6,107.31	\$ 28,201.73	\$623,018.67
9	1/1/2021	\$ 34,309.04	\$ 5,842.83	\$ 28,466.21	\$594,552.46
10	4/1/2021	\$ 34,309.04	\$ 5,575.87	\$ 28,733.17	\$565,819.29
11	7/1/2021	\$ 34,309.04	\$ 5,306.40	\$ 29,002.64	\$536,816.65
12	10/1/2021	\$ 34,309.04	\$ 5,034.41	\$ 29,274.63	\$507,542.02
13	1/1/2022	\$ 34,309.04	\$ 4,759.86	\$ 29,549.18	\$477,992.84
14	4/1/2022	\$ 34,309.04	\$ 4,482.74	\$ 29,826.30	\$448,166.54
15	7/1/2022	\$ 34,309.04	\$ 4,203.02	\$ 30,106.02	\$418,060.52
16	10/1/2022	\$ 34,309.04	\$ 3,920.68	\$ 30,388.36	\$387,672.16
17	1/1/2023	\$ 34,309.04	\$ 3,635.69	\$ 30,673.35	\$356,998.81
18	4/1/2023	\$ 34,309.04	\$ 3,348.03	\$ 30,961.01	\$326,037.80
19	7/1/2023	\$ 34,309.04	\$ 3,057.67	\$ 31,251.37	\$294,786.43
20	10/1/2023	\$ 34,309.04	\$ 2,764.58	\$ 31,544.46	\$263,241.97
21	1/1/2024	\$ 34,309.04	\$ 2,468.75	\$ 31,840.29	\$231,401.68
22	4/1/2024	\$ 34,309.04	\$ 2,170.14	\$ 32,138.90	\$199,262.78
23	7/1/2024	\$ 34,309.04	\$ 1,868.74	\$ 32,440.30	\$166,822.48
24	10/1/2024	\$ 34,309.04	\$ 1,564.50	\$ 32,744.54	\$134,077.94
25	1/1/2025	\$ 34,309.04	\$ 1,257.42	\$ 33,051.62	\$101,026.32
26	4/1/2025	\$ 34,309.04	\$ 947.45	\$ 33,361.59	\$ 67,664.73
27	7/1/2025	\$ 34,309.04	\$ 634.58	\$ 33,674.46	\$ 33,990.27
28	10/1/2025	\$ 34,309.04	\$ 318.77	\$ 33,990.27	\$ -
Grand Totals		\$960,653.12	\$ 142,544.12	\$818,109.00	


INITIAL INSURANCE REQUIREMENT:

\$818,109.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

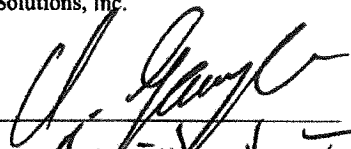
LESSEE:

DAUPHIN COUNTY

By: 
Title: Chairman
Date: 12/22/17

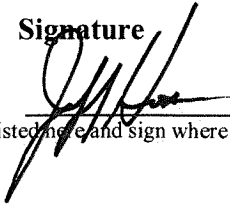
LESSOR:

Motorola Solutions, Inc.

By: 
Title: Assistant Treasurer
Date: 12/18/17

CERTIFICATE OF INCUMBENCY

I, J. Scott Buford do hereby certify that I am the duly elected or
(Signature of Secretary/Clerk) Deputy
appointed and acting Secretary or Clerk of the **DAUPHIN COUNTY** , an entity duly organized and existing
under the laws of the **Commonwealth of Pennsylvania** that I have custody of the records of such entity, and
that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity
holding offices set forth opposite of their respective names. I further certify that (i) the signatures set opposite
their respective names and titles are their true and authentic signatures and (ii) such officers have the authority
on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24256** dated
12/22/17 , and Schedule A number **24256** dated 12/22/17, between **DAUPHIN COUNTY** and Motorola
Solutions, Inc..

Name	Title	Signature
<u>Jeff Haste</u>	<u>Chairman</u>	<u></u>
(Individual who signed Lease documents should be listed here and sign where applicable)		

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **DAUPHIN COUNTY** ,
hereto this 22nd day of December , 2017.

By: Autumn L. Gruzlewski
(Signature of Secretary/Clerk)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Autumn L. Gruzlewski, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires July 14, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

SEAL

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 24256 dated 12/28/17 to that certain Equipment Lease Purchase Agreement number 24256 dated 12/28/17 will be maintained by the **DAUPHIN COUNTY** as stated in the Equipment Lease Purchase Agreement.

This insurance shall name **MOTOROLA SOLUTIONS, INC.** or its assignee as additional insured and loss payee for the term of the Schedule A number 24256 dated 12/28/17.

This insurance is provided by:

CNA Insurance

Name of insurance provider

333 S. Wabash Avenue

Address of insurance provider

Chicago, IL 60604

City, State and Zip Code

312-822-5000

Phone number of insurance provider

In accordance with the Equipment Lease Purchase Agreement Number 24256, **DAUPHIN COUNTY**, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	<u>\$818,109</u>	<u>6/1/17</u>	<u>6/1/19</u>	<u>4033076665</u>
Property Damage	<u>\$818,109</u>	<u>6/1/17</u>	<u>6/1/19</u>	<u>4033076665</u>
Public Liability	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Lessee:

DAUPHIN COUNTY

By: 

Its: Chairman

Date: 12/22/17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

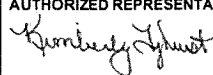
PRODUCER Murray Securus 4999 Louise Drive Suite 201 Mechanicsburg PA 17055	CONTACT NAME: Kim Tyhurst PHONE (A/C, No, Ext): 717-620-2492 E-MAIL ADDRESS: ktyhurst@murrayins.com	FAX (A/C, No): 717-620-2460
	INSURER(S) AFFORDING COVERAGE	
INSURED County of Dauphin 2 South Second Street P.O. Box 1295 Harrisburg PA 17108-1295	INSURER A: Continental Casualty Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 11707772 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Blanket Building & Contents			RMP4033076665	6/1/2017	6/1/2019	\$306,029,701

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Motorola Solutions, Inc. is added as Loss Payee for Equipment listed in Schedule A - number 24256 with a value of \$818,109

CERTIFICATE HOLDER Motorola Solutions, Inc. 500 W. Monroe Chicago IL 60001	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

LESSEE RESOLUTION

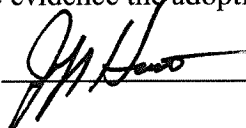
At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease Agreement) held on 12/13/17, 2017 the following resolution was introduced and adopted.


BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease Schedule dated as of 12/22/17, 2017, between **DAUPHIN COUNTY** (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease Agreement, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease Agreement by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Lease Agreement on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease Agreement.

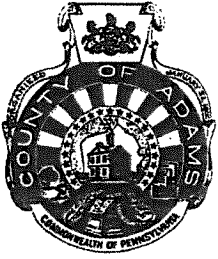
Authorized Individual(s): Jeff Haste
Printed or typed name(s) and title(s) of Individual(s) authorized to execute the Lease Agreement.

3. **Adoption of Resolution.** The signatures below from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Signature: 

Attested By: 

Name and Title : Jeff Haste / Chairman Name and Title: Scott Buford
Deputy Chief Clerk



Office of the Adams County Commissioners

117 Baltimore St., Room 201, Gettysburg, PA 17325-2391

PHONE (717) 337-9820 · FAX (717) 334-2091

Commissioners: Randy L. Phiel, James E. Martin, Marty Karsteter Qually

County Manager: Albert M. Penksa, Jr. CGFM Chief Clerk: Paula V. Neiman

Solicitor: John M. Hartzell

RESOLUTION NO. 15 OF 2017

RESOLUTION OF THE COUNTY OF ADAMS, PENNSYLVANIA, COMMITTING THE COUNTY TO THE JOINT FUNDING AND OPERATIONAL SUPPORT OF A REGIONAL RADIO SYSTEM TO BE KNOWN AS THE SOUTH CENTRAL INTER-COUNTY COMMUNICATIONS NETWORK (SCICNET)

WHEREAS, the County of Adams, Pennsylvania (“County”), a fifth class county and municipal corporation, operating under the laws of the Commonwealth of Pennsylvania, has duties related to providing emergency services, such duties flowing from multiple statutes, including but not limited to the Public Safety Emergency Telephone Act, codified at 35 Pa. C.S. § 5301 – 5398; the Hazardous Material Emergency Planning and Response Act, codified at 35 P.S. § 6022.101 – 6022.307; the Counterterrorism Planning, Preparedness and Response Act, codified at 35 P.S. § 2140.101 – 2140.303; and the Emergency Management Services Code, codified at 35 Pa. C.S. § 7101 – 7904; and

WHEREAS, the ability to rapidly and securely communicate over large regions of southcentral Pennsylvania, to provide back-up communications systems, and to comply with recognized communication standards, are components of an effective emergency communication system; and

WHEREAS, Adams, Dauphin, and Franklin Counties, through their respective Departments of Emergency Service, have been working to develop a consolidated communication system, known as the South Central Inter-County Communications Network (hereafter “SCICNET”), which will be able to provide planned redundancies and back-ups for all three counties, whereby Adams County will provide back-up and redundant systems for Franklin and Dauphin Counties, and Dauphin County will provide back-up and redundant systems for Adams and Franklin Counties; and

WHEREAS, Motorola Solutions, Inc. of Schaumburg, Illinois (“Motorola”), will serve as the vendor to provide the equipment and services necessary to develop a functional and complete SCINET; and

WHEREAS, Dauphin County will serve as the sole contracting entity with Motorola on behalf of all three Counties; and

WHEREAS, Adams, Dauphin and Franklin Counties intend to enter into an Intergovernmental Cooperation Agreement, pursuant to authority contained in the Intergovernmental Cooperation Agreement Act, codified at 53 Pa.C.S. § 2301 – 2317, in early 2018 for the purpose of obligating each County for the fiscal undertaking for the development, funding, and operation of the SCICNET; and

WHEREAS, Dauphin County desires that Adams and Franklin Counties obligate themselves to the SCICNET project in December 2017, so as to ensure Dauphin County will have the fiscal and operational support of Adams and Franklin Counties for the duration of this project, and to allow Dauphin County to enter into a contract with Motorola prior to the end of the 2017 calendar year.

NOW THEREFORE, BE IT RESOLVED, and it is hereby **RESOLVED**, by the County of Adams, Pennsylvania, by its governing body, the duly elected and incumbent Board of County Commissioners, Randy L. Phiel, James E. Martin and Marty Karsteter Qually, as follows:

1. The County of Adams does hereby approve the concept of the South-Central Inter-County Communication Network (SCICNET), and commits to the following actions in furtherance of this project:

- a. To fund a one-third cost share of the project, as contained in that document identified as the Astro 25 Regional Master Site with Dynamic System Resiliency (DSR), provided by Motorola, and dated November 10, 2017 (“Project”). To the extent any options are contained therein, it is understood that specific choices on all options contained within the Project will be agreed to among Adams, Dauphin, and Franklin Counties prior to the execution of the Project agreement by Dauphin County.
- b. To fund one-third of the costs for site maintenance, on an ongoing basis, as long as the SCICNET continues to exist, and as long as Adams County agrees to be a member of the SCICNET.
- c. To negotiate and execute, in good faith and in timeframes mutually acceptable to all parties, an Intergovernmental Agreement among Adams, Franklin and Dauphin Counties, addressing the equal governance, operation, maintenance and other required terms for the successful implementation and maintenance of the SCICNET and to enact such ordinances in support thereof.
- d. To provide adequate staff resources so as to support Dauphin and Franklin Counties in carrying out all necessary work in support of the SCICNET, including developing all documentation, policies, practices, protocols and procedures that will ensure the effectiveness of SCICNET.

2. Dauphin County, as fiscal agent for SCICNET, agrees to not enter into any additional agreements or obligations, or to undertake any actions on behalf of the SCICNET that creates any change in SCICNET operational parameters, extends or reduces radio coverage of SCICNET, limits or broadens SCICNET interpretational radio system capabilities, or creates any additional fiscal or other obligations for either Adams or Franklin Counties, without having adequately briefed both Adams and Franklin Counties, in writing, of such proposed changes, allowed the matter to be discussed and evaluated through the SCICNET supervising body, and provided all three counties the opportunity to discuss such proposals fully within each County's government, and not until approval is gained by the Board of Commissioners of each county.

INTENDING TO BE LEGALLY BOUND, this RESOLUTION No. 15 of 2017 is enacted this 20th day of December, 2017.

ATTEST

ADAMS COUNTY COMMISSIONERS

Witness: Paula V. Neiman
Paula V. Neiman, Chief Clerk

By: Randy L. Phiel
Randy L. Phiel, Chairman

By: James E. Martin
James E. Martin, Vice-Chairman

By: Marty Karsteter Qually
Marty Karsteter Qually, Commissioner

RESOLUTION NO. 2017-15

**RESOLUTION COMMITTING FRANKLIN COUNTY TO
THE JOINT FUNDING AND OPERATIONAL SUPPORT
OF A REGIONAL RADIO SYSTEM TO BE KNOWN AS
THE SOUTH CENTRAL INTER-COUNTY
COMMUNICATIONS NETWORK (SCICNET)**

WHEREAS, the County of Franklin, Pennsylvania (“County”), a fourth class county and municipal corporation, operating under the laws of the Commonwealth of Pennsylvania, has duties related to providing emergency services, such duties flowing from multiple statutes, including but not limited to the Public Safety Emergency Telephone Act, codified at 35 Pa. C.S. § 5301 – 5398; the Hazardous Material Emergency Planning and Response Act, codified at 35 P.S. § 6022.101 – 6022.307; the Counterterrorism Planning, Preparedness and Response Act, codified at 35 P.S. § 2140.101 – 2140.303; and the Emergency Management Services Code, codified at 35 Pa. C.S. § 7101 – 7904; and

WHEREAS, the ability to rapidly and securely communicate over large regions of southcentral Pennsylvania, to provide back-up communications systems, and to comply with recognized communication standards, are components of an effective emergency communication system; and

WHEREAS, Adams, Dauphin, and Franklin Counties, through their respective Departments of Emergency Service, have been working to develop a consolidated communication system, known as the South Central Inter-County Communications Network (hereafter “SCICNET”), which will be able to provide planned redundancies and back-ups for all three counties, whereby Adams County will provide back-up and redundant systems for Franklin and Dauphin Counties, and Dauphin County will provide back-up and redundant systems for Adams and Franklin Counties; and

WHEREAS, Motorola Solutions, Inc. of Schaumburg, Illinois (“Motorola”), will serve as the vendor to provide the equipment and services necessary to develop a functional and complete SCINET; and

WHEREAS, Dauphin County will serve as the sole contracting entity with Motorola on behalf of all three Counties; and

WHEREAS, Adams, Dauphin and Franklin Counties intend to enter into an Intergovernmental Cooperation Agreement, pursuant to authority contained in the Intergovernmental Cooperation Agreement Act, codified at 53 Pa.C.S. § 2301 – 2317, in early 2018 for the purpose of obligating each County for the fiscal undertaking for the development, funding, and operation of the SCICNET; and

WHEREAS, Dauphin County desires that Adams and Franklin Counties obligate themselves to the SCICNET project in December 2017, so as to ensure Dauphin County will have the fiscal and operational support of Adams and Franklin Counties for the duration of this project, and to allow Dauphin County to enter into a contract with Motorola prior to the end of the 2017 calendar year.

NOW THEREFORE, BE IT RESOLVED, and it is hereby **RESOLVED**, by the County of Franklin, Pennsylvania, by its governing body, the duly elected and incumbent Board of County Commissioners, as follows:

1. The County of Franklin does hereby approve the concept of the South-Central Inter-County Communication Network (SCICNET), and commits to the following actions in furtherance of this project:
 - a. To fund a one-third cost share of the project, as contained in that document identified as the Astro 25 Regional Master Site with Dynamic System Resiliency (DSR), provided by Motorola, and dated November 10, 2017 (“Project”). To the extent any options are contained therein, it is understood that specific choices on all options contained within

the Project will be agreed to among Adams, Dauphin, and Franklin Counties prior to the execution of the Project agreement by Dauphin County.

- b. To fund one-third of the costs for site maintenance, on an ongoing basis, as long as the SCICNET continues to exist, and as long as Franklin County agrees to be a member of the SCICNET.
- c. To negotiate and execute, in good faith and in timeframes mutually acceptable to all parties, an Intergovernmental Agreement among Adams, Franklin and Dauphin Counties, addressing the equal governance, operation, maintenance and other required terms for the successful implementation and maintenance of the SCICNET and to enact such ordinances in support thereof.
- d. To provide adequate staff resources so as to support Dauphin and Adam Counties in carrying out all necessary work in support of the SCICNET, including developing all documentation, policies, practices, protocols and procedures that will ensure the effectiveness of SCICNET.

2. Dauphin County, as fiscal agent for SCICNET, agrees to not enter into any additional agreements or obligations, or to undertake any actions on behalf of the SCICNET that creates any change in SCICNET operational parameters, extends or reduces radio coverage of SCICNET, limits or broadens SCICNET interpretational radio system capabilities, or creates any additional fiscal or other obligations for either Adams or Franklin Counties, without having adequately briefed both Adams and Franklin Counties, in writing, of such proposed changes, allowed the matter to be discussed and evaluated through the SCICNET supervising body, and provided all three counties the opportunity to discuss such proposals fully within each County's government, and not until approval is gained by the Board of Commissioners of each county.


[Signature page follows; remainder of page is blank]

INTENDING TO BE LEGALLY BOUND, this RESOLUTION 2017- 15 is enacted this 21st day of December, 2017.

ATTEST

FRANKLIN COUNTY COMMISSIONERS

Witness:


John A. Hart, Chief Clerk

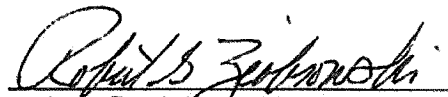
By:


David S. Keller, Chairman

By:


Robert L. Thomas

By:


Robert G. Ziobrowski

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name DAUPHIN COUNTY		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 101 Market Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Harrisburg PA 17101		7 Date of issue 12/31/2017	
8 Name of issue Equipment Lease-Purchase Agreement 24246		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	818,109
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/1/25	\$ 818,109	\$ 818,109	8 years	3.751 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)						
22 Proceeds used for accrued interest					22	
23 Issue price of entire issue (enter amount from line 21, column (b))					23	818,109
24 Proceeds used for bond issuance costs (including underwriters' discount)					24	
25 Proceeds used for credit enhancement					25	
26 Proceeds allocated to reasonably required reserve or replacement fund					26	
27 Proceeds used to currently refund prior issues					27	
28 Proceeds used to advance refund prior issues					28	
29 Total (add lines 24 through 28)					29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)					30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		_____

Part VI Miscellaneous

<p>35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)</p> <p>36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)</p> <p style="margin-left: 20px;">b Enter the final maturity date of the GIC ▶ _____</p> <p style="margin-left: 20px;">c Enter the name of the GIC provider ▶ _____</p> <p>37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units</p> <p>38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;">b Enter the date of the master pool obligation ▶ _____</p> <p style="margin-left: 20px;">c Enter the EIN of the issuer of the master pool obligation ▶ _____</p> <p style="margin-left: 20px;">d Enter the name of the issuer of the master pool obligation ▶ _____</p> <p>39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/></p> <p>40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/></p> <p>41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;">b Name of hedge provider ▶ _____</p> <p style="margin-left: 20px;">c Type of hedge ▶ _____</p> <p style="margin-left: 20px;">d Term of hedge ▶ _____</p> <p>42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/></p> <p>43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/></p> <p>44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/></p> <p>45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____</p> <p style="margin-left: 20px;">b Enter the date the official intent was adopted ▶ _____</p>	<p>35</p> <p>36a</p> <p>37</p>	
---	---	--

Signature and Consent	<p>Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.</p>			
	<p><i>[Signature]</i></p> <p>Signature of issuer's authorized representative</p>	<p>12/22/17</p> <p>Date</p>	<p>Jeff Haste (Chairman)</p> <p>Type or print name and title</p>	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		

PROPOSAL TO
DAUPHIN, ADAMS AND FRANKLIN COUNTIES

APPENDIX A

PHASE 1 MEETINGS

ITEMS & RESPONSES

ASTRO 25 REGIONAL MASTER SITE WITH DYNAMIC SYSTEM RESILIENCY (DSR)

NOVEMBER 10, 2017

SOUTH CENTRAL INTER-COUNTY COMMUNICATIONS NETWORK (SCICNET)



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

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2015 Motorola Solutions, Inc. All rights reserved.

TABLE OF CONTENTS

Appendix A

Phase 1 Meetings Items & Responses.....	1
---	---

This page intentionally left blank.



PHASE 1 MEETINGS ITEMS & RESPONSES

Provided in the attached document:

ASTRO25 REGIONAL MASTER SITE WITH DYNAMIC SYSTEM RESILIENCY (DSR)

ITEMS AND RESPONSES

Responses to Items from 5/3/16 Mtg (See Items #1, 5, 7, 8, 9, 10, 11 & 13)”

Dated May 3rd, 2016 (Updated 6/14/16)

This page intentionally left blank.

ASTRO25 REGIONAL MASTER SITE WITH DYNAMIC SYSTEM RESILIENCY (DSR)

ITEMS AND RESPONSES

Responses to Items from 5/3/16 Mtg (See Items #1, 5, 7, 8, 9, 10, 11 & 13)



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

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2016 Motorola Solutions, Inc. All rights reserved.

TABLE OF CONTENTS

Section 1

Items and Responses	1
Item 1	1
Item 2	2
Item 3	3
Item 4	3
Item 5	4
Item 6	6
Item 7	6
Item 8	7
Item 9	8
Item 10	10
Item 11	11
Item 12	11
Item 13	12
Item 14	12
Item 15	13

ITEMS AND RESPONSES

ITEM 1

If links between both counties are cut, would the secondary master site (Adams) still keep the sites it can communicate with fully operational, wide area trunking operations?

MOTOROLA RESPONSE

If all network links between both counties are cut, the Adams County master site would keep sites it can communicate with operational in full wide area trunking operations within Adams County and the Dauphin County master site would keep sites it can communicate with operational in full wide area trunking operations within Dauphin County. This scenario assumes that the Adams County sites do not have communication with the Dauphin County master site and Dauphin County sites do not have communication with the Adams County Master site. This situation is considered dual activation and it is not recommended that a radio system be allowed to stay in this state.

NEW ITEM 1A: how does system functionality get affected if a long term break occurs? Does b/u KMF start functioning? Can reports be run independently? Can programming be done independently and then resync'd upon a system rejoin under DSR.

MOTOROLA RESPONSE

If a "clean network break" occurs between the counties as described in response to question one above, each respective county system will function independently. However, it is strongly recommended that the connection between the two master sites be restored as soon as possible. During the time that the network connection between the primary and DSR master sites is not functioning, it is recommended that data base changes not be performed or extremely limited. It is possible to make configuration changes, run reports, add aliases, talkgroup IDs, etc. independently to each of the two master sites. When the connection between the two master sites is restored, manual manipulation of the databases to reflect changes made when the systems were disconnected with the uploading of said changes to the primary controllers prior to re-synchronizing the systems back



together. Depending on length of time the network links between the primary and DSR master site have been disconnected the domain controllers may have to be reloaded when reconnecting the two systems. Same thing applies to KMF servers if configured in a Primary and DSR arrangement and if changes have been made independently to the two servers while the system network links have been disabled

NEW ITEM 1B: Provide a physical network DWG or update the logical DWG to include both views

MOTOROLA RESPONSE

Proposal will be modified accordingly. Motorola requests information regarding the MW interconnect to be provided by the Counties as part of the project.

ITEM 2

User rights within Voyence / UNC to limit device access by Agency?

MOTOROLA RESPONSE

• Security Partitioning-

This feature allows the creation of security groups in order to limit access to selected database records. It allows system administrators to control access to network management data by department, geography, or by individual user.

• Agency Partitioning –

This feature allows multiple agencies to use a common system while maintaining control over their console resources.



ITEM 3

How will / can exiting MS Domain user rights partitioning at Dauphin be maintained in a new regional system / across Agencies?

MOTOROLA RESPONSE

There will be one domain in the new system. User rights for different user and user groups can be configured for Dauphin and Adams, etc.

ITEM 4

Licensing –

With Primary and Backup Masters under a DSR configuration, do you always have to purchase 2 licenses when adding a system feature or functionality, or is there an increase cost for each license purchased on a DSR system?

MOTOROLA RESPONSE

The majority of system licenses only need to be purchased for the overall system, I.E. the particular feature's price is the same whether system is in a DSR configuration or not. There are some features that do require a separate license for the system and for DSR, but not necessarily duplicate licensing for each feature on both cores.

Some of the features that cost more in a DSR configuration are listed below:

- *Dynamic Transcoder- Servers are include with this option*
- *DSR Multi-Zone Operation itself*
- *System Statistics Server*



- *Event logging*
 - *P25 Radio Authentication*
-

ITEM 5

KMF Considerations:

- Licensing/sizing
- Serial KVL loading on standby
- Master & UKEK - Merging plan
- OTEK for Dauphin (is it REQUIRED? If so, how much would it cost?)

MOTOROLA RESPONSE

The Adams County KMF is licensed as the large version for 64,000 IDs, but it does not support multiple agencies, which would need to be added should that be desired. We are currently working on confirming what Dauphin's KMF supports today.

CKRs will need to be coordinated for a merger of both KMFs into a redundant pair. The UKEK in both County's radios and Master Key in both counties' KMFs are currently using the same CKR# (61440), but the key content is different. Other traffic CKRs do not overlap. Prior to any transition, the Adams County OTAR system should be utilized to make a UKEK change in the fleet. Then, the Adams KMF's master key can be changed when it is rebuilt as the redundant KMF in the pair.

At this point, it is unknown if the KMF server address within the Adams County radio code plugs would need to change to the Dauphin "main" KMF IP address, or if either server's address can be



used independently. Engineering will investigate this further.

O TEK is not required for Dauphin Consoles, just because of a move to DSR, but it could be added. The cost to add OTEK to Dauphin Consoles is \$3,350.00 (list price) per console (plus installation).

UPDATED MOTOROLA RESPONSE

Redundant KMF configurations and the need for subscriber fleet reprogramming: *In redundant KMFs, there is an OTAR IP address which is set in the KMF server database. The KMF server IP address for both the standby and main servers are unique and different from this OTAR IP. The OTAR IP must be programmed into the subscribers rather than either of the specific KMF servers' IP addresses. The Standby KMF server is setup to "ping" the active/main KMF server, and in Automatic Mode, will switchover...basically go active ...after a set number of failed pings. It goes active by restoring the latest KMF server back up file, at which point it will begin monitoring the OTAR IP. The OTAR IP addresses currently programmed into the subscribers for Dauphin and Adams' fleets are different.*

Recognizing that it may be more prudent at this juncture for the Counties to operate with independent KMF Servers, Motorola's proposal includes the software necessary to allow for the existing Adams KMF to be reconfigured for DSR standby operation in the future. A separate proposal would be required to capture the necessary subscriber fleet reprogramming or potential KMF resizing which may be necessary to accommodate such a configuration.

On the question of serial KVL loading from a standby KMF location: *In a main/standby KMF configuration serial KVL loading is accomplished by remote dialing into the main KMF. The main KMF must be configured to accept such connections.*



ITEM 6

Misc install materials required line item. All costs need to be inclusive.

MOTOROLA RESPONSE

Motorola will conduct site walks to more fully develop its SOW to be more inclusive of the miscellaneous installation items included in Table 2.6 CIVIL WORK FOR DAUPHIN AND ADAMS COUNTIES PROVIDED FACILITIES (Examples to include: Provide rack space, Relocate existing equipment, Supply interior building cable trays, raceways, conduits, and wire supports, grounding, lighting, cable routing, and surge protection, etc.) However Motorola cannot accept responsibility for every item in Table 2.6; the table will be updated accordingly.

ITEM 7

ISSI hardware –

Is the ISSI Gateway "hardware" capable of additional connections? What would be required to add another "Foreign System" connection in the future?

MOTOROLA RESPONSE

The ISGW and firewall supports a maximum of 24 P25 interfaces to foreign P25 RF systems. The ISSI server is capable of supporting additional ISSI connections to other Foreign Systems with the purchase of additional ISSI licenses.

Manual and/or Automatic Roaming Interface Licenses allow simultaneous monitor and communication on 10 TGs from a given foreign system. TG and/or Foreign System capacity can be added by adding TG license packs and multiple quantities are permitted. Additionally Simultaneous TalkGroup Capacity Licenses are available to allow for pooling of TG Interface license packs across Foreign Systems to share capacities.



Each foreign system(s) would be responsible for supplying their own ISSI gateway and licensing on their system. A network connection between the systems would also have to be provided.

NEW ITEM 7A: Is the WAVE GW Server considered a "Foreign System" on the ISGW and therefore use up the one FS that Adams has purchased?

MOTOROLA RESPONSE

The WAVE GW Server is considered a "Foreign System" on the ISGW . However, a different license is used to provide the licensing for the WAVE product and would not use the Foreign System license Adams purchase for ISSI used to connect two P25 radio systems.

ITEM 8

Are Spares needed? Please ensure all proposed equipment for DSR has corresponding sparing in either County's existing spares compliment.

MOTOROLA RESPONSE

Both counties currently maintain adequate spares for each system. As such, this arrangement should provide for adequate pooledspare parts for the DSR configuration with one possible exception. Since Dauphin County doesn't have GGM 8000 routers in its system today, and therefore none in their current spares complement, it may be prudent to add a pair to their system's spare complement. The only spare GGM 8000 routers currently exist in Adams County's spare parts cache.

From the 5/3/16 Mtg: There is no need to add new GGM8000 routers to Dauphin's system spares cache as Adams has agreed to pool theirs into a larger 1 system cache.



ITEM 9

"Need detailed maintenance costs...Service contract grouping and break out by master site.

- a. Need detail for what EACH Dauphin & Adams is paying now for their master site support and for SUA II for each for just master site type equipment & equipment list?"

MOTOROLA RESPONSE

Motorola would like to schedule a separate meeting with you and your CSMS to present and discuss this information further.

UPDATED MOTOROLA RESPONSE

Requested maintenance costs for Dauphin and Adams Counties as reviewed during 5/24/16 meeting are included below.

Dauphin

System Configuration	
1 M3 Master Site	
1 Trunked Prime Site	
6 Remotes Sites (Simulcast) 9 non Simulcast	
108 Base Stations	
3 Dispatch Centers	
33 Dispatch Op Positions	
19 Moscad RTUs	
1 Firewall	

Adams

System Configuration	
1 M3 Master Site	
2 Trunked Prime Sites	
19 Remote Sites (Simulcast)	
175 Base Stations	
3 Dispatch Centers	
10 Dispatch Op Positions	
30 Moscad RTUs	
1 Firewall	

System Support Pricing (NICE Excluded)	
	\$
Dispatch + Tech Support	14,988.57
	\$
Network Monitoring	32,760.99
	\$
Security Monitoring	43,871.50
	\$
SUS	9,700.00
	\$
Board Repair (Limited)	60,089.62
Onsite Premier + PM	\$

System Support Pricing (NICE Excluded)	
	\$
Dispatch + Tech Support	58,866.59
	\$
Network Monitoring	69,429.67
Security Monitoring (included in Network Monitoring)	
SUS (included in SUAII)	
	\$
Board Repair w Adv Repl	151,649.15
Onsite Premier + PM	\$

257,287.00	187,609.67
------------	------------

System Level HW Support	\$	418,697.68	System Level HW Support	\$	467,555.08
--------------------------------	-----------	-------------------	--------------------------------	-----------	-------------------

Master Site HW Only Support		Master Site HW Only Support	
Dispatch + Tech Support	\$ 10,190.00	Dispatch + Tech Support	\$10,190.00
Network Monitoring	\$ 12,736.00	Network Monitoring	\$12,736.00
Security Monitoring	\$ 10,967.87	Security Monitoring	\$10,967.87
SUS	\$ 9,700.00	SUS	\$9,700.00
Board Repair (Limited)	\$ 60,089.00	Board Repair	\$60,089.00
Onsite Premier + PM	\$ 102,912.00	Onsite Premier + PM	\$102,912.00
Subtotal	\$ 206,594.87	Subtotal	\$206,594.87

SUAI	\$	SUAI	\$
SUAI	363,000.00	SUAI	513,796.00
Master Site Only SUAI (Dauphin)	\$ 222,000.00	Master Site Only SUAI (Adams)	\$ 222,000.00

ITEM 10

"Need implementation timeline in the proposal

- a. Include any outage timelines"

MOTOROLA RESPONSE

The proposal will be updated accordingly.

UPDATED MOTOROLA RESPONSE

Preliminary Implementation Timeline for grant application purposes

Dauphin/Adams County Master Site with DSR Preliminary Project Schedule	
Contract Award	Dec 2016
Design Review	February 2017
Manufacture and Ship Equipment	April 2017
Install, Optimize, and Test Equipment	May 2017
Punchlist Resolution/Final Documentation	June 2017
Final Acceptance	June 2017

ITEM 11

ACL's? Dauphin does not have ACL's, Adams does. This will have to be resolved.

MOTOROLA RESPONSE

Since Adams and Dauphin Counties share the same MSS Service provider, would Adams County consider reconfiguring to remove ACLs (Access Control Lists) from their system router configuration? Dauphin County prefers this method of operation because it can ease connectivity between remote site locations during troubleshooting and repair. ACLs are a standard feature in Motorola's configurations, and are provided as a means of network security. They can be removed by request.

From 5/3/16 Mtg: Adams Co. is in agreement with removing ACLs from their system configuration so it matches Dauphin's configuration from a serving access standpoint.

ITEM 12

Provide Line item pricing to show compliance with state contract pricing.

MOTOROLA RESPONSE

Motorola will comply.



ITEM 13

Provide reference costs if both Dauphin & Adams EACH purchase their own DSR for their radio system to compare where doing a joint DSR is more cost effective.

MOTOROLA RESPONSE

Motorola will prepare a budgetary level analysis.

UPDATED MOTOROLA RESPONSE

Budgetary analysis presented at 5/24/16 meeting included below.

POTENTIAL COST SAVINGS REALIZED BY JOINING SYSTEMS TO ACHIEVE DSR FUNCTIONALITY INSTEAD OF BUILDING A BACK UP MASTER SITE INDIVIDUALLY
(DOES NOT INCLUDE CIVIL OR INTERCONNECTIVITY)

DAUPHIN		MA Delta	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	
DSR Master EQ	\$2,049,445.00	HW	\$204,944.50	\$211,092.84	\$217,425.62	\$223,948.39	\$230,666.84	\$237,586.85	\$244,714.45	\$252,055.88	\$259,617.56	\$267,406.09	
Installation	\$180,958.99	SUAll	\$222,000.00	\$222,000.00	\$222,000.00	\$222,000.00	\$222,000.00	\$222,000.00	\$222,000.00	\$222,000.00	\$222,000.00	\$222,000.00	Subtotal
Subtotal	\$2,230,403.99		\$426,944.50	\$433,092.84	\$439,425.62	\$445,948.39	\$452,666.84	\$459,586.85	\$466,714.45	\$474,055.88	\$481,617.56	\$489,406.09	\$6,799,863.00

ADAMS		MA Delta	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	
DSR Master EQ	\$2,085,689.00	HW	\$208,568.90	\$214,825.97	\$221,270.75	\$227,908.87	\$234,746.13	\$241,788.52	\$249,042.17	\$256,513.44	\$264,208.84	\$272,135.11	
Installation	\$180,958.99	SUAll	\$222,000.00	\$222,000.00	\$222,000.00	\$222,000.00	\$222,000.00	\$222,000.00	\$222,000.00	\$222,000.00	\$222,000.00	\$222,000.00	Subtotal
Subtotal	\$2,266,647.99		\$430,568.90	\$436,825.97	\$443,270.75	\$449,908.87	\$456,746.13	\$463,788.52	\$471,042.17	\$478,513.44	\$486,208.84	\$494,135.11	\$6,877,656.89

Total Potential Savings Ovr 10yrs **\$13,677,519.89**

ITEM 14

Make reference in proposal SOW to "R56 Rev B 2005"

MOTOROLA RESPONSE

The proposal will be modified accordingly.

Dauphin, Adams & Franklin Counties

May 3, 2016 (UPDATE 6/14/16)

ASTRO25 REGIONAL MASTER SITE WITH DYNAMIC SYSTEM RESILIENCY (DSR)

Use or disclosure of this proposal is subject

to the restrictions on the cover page.



ITEM 15

Add reference in SOW to ATP being DSR performance verification procedure found in 7.16 DSR Manual Section 7, Starting on Pg 91

MOTOROLA RESPONSE

The proposal will be modified accordingly.

SCICNET ADVANCED PLUS SERVICES PACKAGE & PRICING

Prepared for the South Central Inter-county Communications Network (SCICNet)



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

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2015 Motorola Solutions, Inc. All rights reserved.

TABLE OF CONTENTS

Advanced Plus Services Description.....	1
Advanced Plus Services Overview.....	1
Advanced Plus Services Description.....	1
Centralized Service Delivery.....	1
Field Service Delivery.....	2
Network Hardware Repair.....	2
Security Management Operations.....	2
Network Updates.....	3
Motorola’s Service Capabilities.....	3
On-Call Support through the Solutions Support Center (SSC).....	3
Onsite Service through a Field Service Team.....	3
Centralized Repair Management through Motorola’s Repair Depot.....	3
Direct Access to System Information through MyView Portal.....	4
Lifecycle Planning.....	4
Motorola Commitment.....	5
Motorola Standard Parts Statement.....	5
Lifecycle Product Portfolio for Technology Refresh and Security Services.....	5
Software Products.....	6
Hardware and Implementation Products.....	6
Security Update Service (SUS).....	6
Software Maintenance Agreement (SMA).....	7
System Upgrade Agreement (SUA).....	8
Advanced Plus Multi-Year Maintenance Pricing.....	10
SCICNet Master/DSR Sites Maintenance.....	10

ADVANCED PLUS SERVICES DESCRIPTION

ADVANCED PLUS SERVICES OVERVIEW

In order to ensure the continuity of the South Central Inter-County Communications Network's DSR Master and DSR Sites and to reduce system downtime Motorola Solutions proposes our Advanced Plus Services offering to the SCICNet. Appropriate for customers who wish to leverage Motorola's experienced personnel to maintain mission-critical communications for their first responders, Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and onsite support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Event Monitoring.
- Onsite Support.
- Annual Preventative Maintenance.
- Network Hardware Repair with Advanced Replacement.
- Remote Security Patch Installation.
- Security Monitoring.
- Network Updates.

These services will be delivered to SCICNet through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within Motorola's Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

ADVANCED PLUS SERVICES DESCRIPTION

Centralized Service Delivery

Centralized support will be provided by Motorola's support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of SCICNet's system.

Motorola will provide **Service Desk** response as a single point of contact for all support issues, including communications between SCICNet, third-party subcontractors and manufacturers, and Motorola. When SCICNet's personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using Motorola's Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting SCICNet's inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola's recording, escalating, and reporting process applies ISO 90001 and TL 9000-



certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

The same SSC staff that provide direct telephone support to SCICNet will also provide **Network Event Monitoring** to SCICNet's network in real-time, ensuring continuous management of the system's operational functionality. The SSC's technicians will utilize sophisticated tools to remotely monitor SCICNet's system, often identifying and resolving anomalous events before they might affect user communications.

Field Service Delivery

Onsite repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

OnSite Support provides local, trained and qualified technicians who will arrive at SCICNet's location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the SCICNet's location in order to remedy equipment issues based on the impact of the issue to overall system function.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

Network Hardware Repair

Network Hardware Repair – Motorola's authorized Repair Depot will repair the equipment provided by Motorola, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola equipment, and coordinate the repair of third-party solution components.

Motorola also proposes **Network Hardware Repair with Advanced Replacement** to the SCICNet. With this additional service, Motorola will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair Depot's inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot's FRU inventory upon repair completion. If SCICNet prefers to maintain their existing FRU inventory, SCICNet will be able to request a "loaner" FRU while their unit is being repaired.

Security Management Operations

The proposed **Remote Security Patch Installation Service** will provide SCICNet with pre-tested security updates, pre-tested and remotely installed by Motorola on SCICNet's system. When appropriate, Motorola will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before installation on SCICNet's network. Once an update is fully tested and ready for deployment in SCICNet's system, Motorola will remotely install it onto SCICNet's system, and notify SCICNet that the patch has been successfully installed. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website.

Security Monitoring provides 24x7x365 monitoring of the radio network's security elements by specialized security technologists with years of experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola engineers for rapid resolution.



Network Updates

With our proposed **Network Updates Service**, Motorola commits to sustain SCICNet's ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that SCICNet has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable SCICNet to add RF sites, dispatch positions, data subsystems, network management positions, and other elements to increase capacity and processing capability. Motorola will minimize any interruption to system operation during each network update, with minimal reliance on SCICNet's personnel.

MOTOROLA'S SERVICE CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola's team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, Motorola's Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola customers per month, the SSC provides our customers with a centralized contact point for service requests.

Onsite Service through a Field Service Team

Onsite maintenance and repair of SCICNet's system will be provided by Motorola's local team of service personnel. Motorola will provide SCICNet with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to SCICNet's service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for onsite service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or field replacement unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify SCICNet that the system is restored to normal operation and request approval to close the case.

Centralized Repair Management through Motorola's Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate SCICNet's network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in SCICNet's system. All components being repaired are tracked throughout the process, from shipment by SCICNet to return through a case management system where users can view the repair status of the radio via a web portal.



Direct Access to System Information through MyView Portal

Supplementing Motorola's proposed services plan for SCICNet} is access to Motorola's online system information tool, MyView Portal. MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, SCICNet's administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

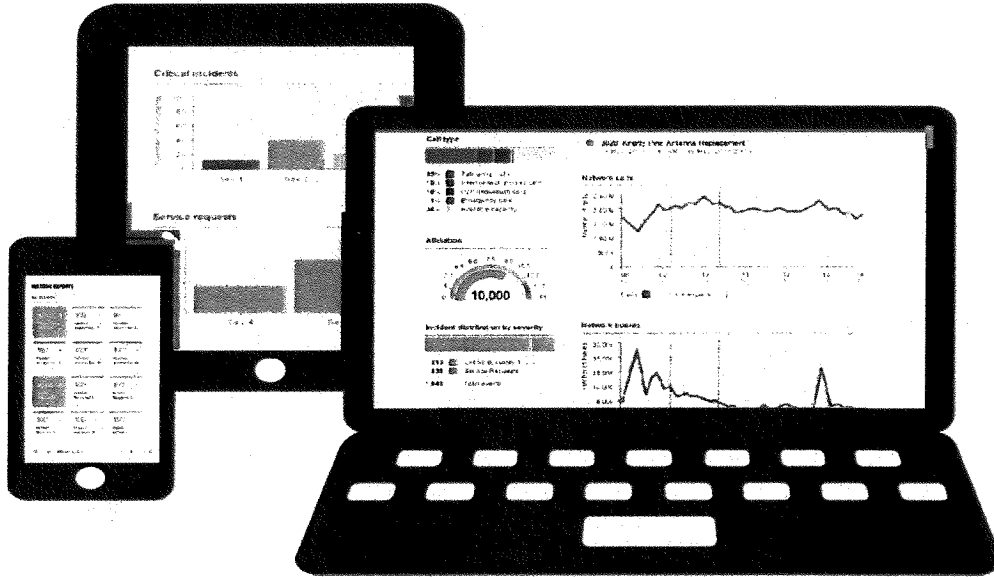


Figure 1: MyView Portal offers real-time, role-based access to critical system and services information.

LIFECYCLE PLANNING

The ASTRO 25 system is an integrated end-to-end solution designed for delivery of mission-critical land mobile radio services. The foundation of the ASTRO 25 platform is an information technology (IT) based core which incorporates both Motorola and commercially developed software and hardware products. The embedded components of the ASTRO 25 system take advantage of the latest technology available through Motorola and its partners to provide an optimized standards-based solution that could not otherwise be developed in-house alone. Similar to other IT systems which leverage products from multiple original equipment manufacturer (OEM) partners, over time, due to normal advancements in technology, individual components within the ASTRO 25 platform will require update and replacement. Lifecycle planning for the ASTRO 25 system is essential to ensure maximum availability and utility to the end users, and to protect the stakeholders' investment in the platform. As with IT computing platforms and other enterprise business systems, the pace of technology obsolescence is primarily driven by commercial OEM products that frequently change and transition into declining levels of support and availability. Consequently, systems without a plan for regular updates can become increasingly difficult and expensive to repair and may also become more vulnerable to security attacks. Additionally, non-current systems may not be able to take advantage of advancements in technology which may provide enhanced features and performance, and may limit the ability to expand. Development of a lifecycle plan provides a roadmap for anticipating and implementing actions to address obsolescence and support limitations. A well



developed lifecycle plan provides several benefits to the system owner and users of the system along six critical dimensions:

1. **Operations sustainment** – Ability to maintain highest level of performance and functionality of the system operations.
2. **Network security and information assurance** – Protection against system vulnerabilities that may compromise network security and confidential information. Compliance to mandated security requirements (NIST 800-53, NENA NG911, DHS 4300, DOD 8500.2, etc).
3. **Support for growth and expansion** – Ability to add users, channel and features; expand system coverage and capabilities and/or add-on new agencies.
4. **Fiscal stability** – Planned fiscal approach for system maintenance mitigating risk of unplanned expenses. Inability to fund required maintenance services can result in degradation of operation.
5. **Conformance to grant provisions** – Conformance with DHS Grant funding requirements (e.g. SAFECOM 111890) which dictate compliance to security, interoperability and system maintenance provisions.
6. **CapEx ROI** – Protection against premature deterioration and obsolescence, and extension of the system lifespan thereby reducing the total cost of ownership.

Motorola Commitment

Motorola is committed to supporting the ASTRO 25 platform for an extended period of time. Support coverage for the platform is aligned with the typical system lifespan customers' experience which often spans across multiple decades. To sustain the platform lifespan, Motorola makes on-going investments to regularly refresh the underlying components to address normal technology obsolescence and apply security safeguards. A primary goal of technology refresh is to maximize backwards compatibility thereby mitigating the need to replace the entire platform.

Motorola works closely with both customers and government to ensure that solutions offered meet stated requirements and regulations. The product development process for the ASTRO 25 platform is designed to coordinate with standards bodies, regulatory agencies, customer needs and technology advancements. As a result the ASTRO 25 platform is designed with Project 25 standards to ensure fully interoperable digital communications.

Motorola also works with its technology partners to incorporate new product versions into the ASTRO 25 platform through a system certification process, thus ensuring compatibility of new third-party products. As products are discontinued due to technology obsolescence, Motorola incorporates replacement versions thereby avoiding the need to replace the entire platform. The certification process also enables Motorola to continue support for discontinued third-party products, in some cases several years beyond the last general availability date from the OEM.

Motorola Standard Parts Statement

Motorola will use commercially reasonable efforts to provide replacement parts for Motorola manufactured subscriber equipment for five (5) years and for Motorola manufactured fixed infrastructure equipment exclusive of third party IT equipment (e.g. servers, pc's) for seven (7) years, both from the date of last manufacture. Motorola reserves the right to supply either assemblies or piece parts.

Lifecycle Product Portfolio for Technology Refresh and Security Services

To address technology refresh and security services, Motorola provides periodic software updates that are aligned with OEM update schedules and planned Motorola system enhancement timelines. Additionally, Motorola integrates hardware updates that are aligned with OEM cancellations and technology advancements. All system



updates are pre-tested and certified in a systems integration test lab to ensure the transition between releases can be executed with the least amount of interruption to the system operation.

The Motorola lifecycle management portfolio includes several levels of offering to address the technology refresh and security requirements of the ASTRO 25 platform. The following products can be customized to leverage a solution of in-sourcing and out-sourcing to create a “right-sourced” solution that is aligned the system owners’ resources and capabilities.

Software Products

- **Anti-virus Definition Update** – Available on a weekly basis via extranet web site or optional automated push, includes commercial anti-virus definitions for third-party operating system software. High-priority update may be released for anti-virus definitions classified as Category 4 (Severe, difficult to contain) and Category 5 (Very Severe, very difficult to contain).
- **Minor Release (patch release)** – Available on a monthly/quarterly basis via extranet web site or optional automated push, includes security patch updates to third-party operating system (OS) and application software as well as host-based intrusion detection sensor (IDS) signature file updates for Motorola supplied equipment. Updates occur monthly for Microsoft Windows and quarterly for Oracle, Sun Microsystems and Red Hat Unix/Linux OS and IDS signature files.
- **Information Assurance Remediation** – Available on a quarterly basis, includes remediation recommendation to address Information Assurance Vulnerability Management (IAVM) Alerts issued by the Department of Defense Computer Emergency Response Center (DoD-CERT), and OEM bulletins and technical tips (Microsoft, Oracle, Solaris, RedHat, Adobe, etc.). Recommendations for remediation may include, but is not limited to the following: provide security software updates; provide operating system security updates or patches; implement configuration changes; upgrade to a later ASTRO 25 System Release (upgrade expense not included), or recommending a compensating control.
- **Major Release (system release)** – Available up to 1 every 12 months, and may include third-party software and Motorola system software updates which provide enhancements to existing features and the addition of significant new features which are available for purchase. Additionally, included are updates to Motorola subscriber programming software.

Hardware and Implementation Products

- **Hardware Refresh** – Version updates and/or replacements for Motorola field replaceable unit (FRU) hardware and third-party networking and computing hardware. (Replacement of legacy product platforms such as Quantar base stations, Centracom dispatch consoles excluded)
- **Implementation Services** – Technical support and operational resources such as field engineering, system technologist, project management and local service shop resources to provide end-to-end design, on-site implementation and project management services.
- **Regional Partner Invoicing** – Separate billing structure to enable large system owners the ability to purchase maintenance agreements for their sites while separating out the maintenance agreement billing for the other agencies that operate on the system

Security Update Service (SUS)

Overview

Commercial security software updates are often designed without RF systems in mind and could cause inadvertent harm to your radio network, disrupting mission-critical communications and putting your first responders and citizens at risk. The Motorola Security Update Service assures that commercial anti-virus definitions, operating system software patches, and Intrusion Detection Sensor signature files are compatible with your ASTRO 25 network and do not interfere with network functionality. Our expert network security



technologists analyze, perform testing, and validate the latest security software updates in a dedicated test lab and provide continuous monitoring of updates to provide you regular electronic updates upon completion of successful testing.

Included features

	SUS	SUS Platinum
Anti-virus Definition Update	✓	✓
Minor Release (patch release)	✓	✓
Information Assurance Remediation		✓
Major Release (system release)		
Hardware Refresh		
Implementation Services		
Regional Partner Invoicing	available	available

- Anti-virus definitions and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer
- Minor releases may include commercial OS and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available
- Recommendations for IA remediation may include, but is not limited to the following: provide security software updates; provide operating system security updates or patches; implement configuration changes; upgrade to a later ASTRO 25 System Release (upgrade expense not included), or recommending a compensating control
- Regional partner invoicing provides ability to separate invoicing across multiple agencies

Software Maintenance Agreement (SMA)

Overview

Due to normal advancements in technology, individual components within the ASTRO 25 platform will require periodic update and replacement to mitigate network vulnerabilities and address technology obsolescence. The Motorola Software Maintenance Agreement complements the lifecycle of the ASTRO 25 system by providing periodic software updates which safeguard and enhance the operation, and extend the lifespan of the ASTRO 25 system. SMA provides system release software for Motorola and third-party infrastructure products, radio subscriber units, product programming software as well as commercial OS patch updates. Additionally, Motorola integrates all third-party OEM updates and pre-tests and certifies functionality and compatibility, mitigating risk of interference to the system operation.

Updated commercial and open source software incorporates the latest advancements in third-party technology and provides improvement in network security. Regular updates ensure commercial software remains within the OEM support coverage and may provide operational enhancements of previously purchased features. SMA not only provides a simple approach to updating the system, but owners can also realize up to 80% cost savings compared to individual procurement of software updates. The fixed price annual subscription also provides an approach for consistent budget planning and cost containment against unexpected changes. SMA is a flexible lifecycle management solution that allows the system owner to implement updates on their own schedule and incur hardware and implementation services expense at the time of upgrade.



Included features

	SMA
Anti-virus Definition Update	
Minor Release (patch release)	✓
Information Assurance Remediation	
Major Release (system release)	✓
Hardware Refresh	
Implementation Services	
Regional Partner Invoicing	available

- Anti-virus definitions and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer
- Minor releases may include commercial OS and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available
- Recommendations for IA remediation may include, but is not limited to the following: provide security software updates; provide operating system security updates or patches; implement configuration changes; upgrade to a later ASTRO 25 System Release (upgrade expense not included), or recommending a compensating control
- Major releases may include commercial OS and application software updates as well as Motorola system release software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Regional partner invoicing provides ability to separate invoicing across multiple agencies

System Upgrade Agreement (SUA)

Overview

Modern LMR systems are specialized Information Technology (IT) networks that are a hybrid composition of commercial off-the-shelf IT components, specialized Radio Frequency (RF) components and software designed to comply with standards-based specifications. To ensure the highest level of operation, allow for system expansion, provide maximum lifespan and protect the initial investment, regular update and replacement of individual software and hardware components is required.

The Motorola System Upgrade Agreement is comprehensive approach to technology refreshment of the ASTRO 25 system aligned with the Motorola lifecycle roadmap. As major system releases become available, the SUA will provide up to one system upgrade per annual contract term. The SUA is a complete package of hardware, software and implementation services required to update the ASTRO 25 system to an eligible system release with an equivalent level of functionality.

Updates to OEM components ensure availability of repair services support and may also provide increased capacity and processing speed. Regular updates enable system expansion (i.e. expansion of RF sites, dispatch positions, data sub-systems, network management positions, etc.). Professional implementation services guarantee live system upgrades are performed with minimal interruption to system operation with minimal reliance on owner resources. SUA ensures the ASTRO 25 system functions at the highest level of operation, allows for expansion and feature enhancement and maximizes the lifespan of the investment. For owners that are committed



to upgrading their system on a regular basis, SUA provides a consistent budgeting solution that provides complete coverage.

Included features

	SUA	SUA II
Anti-virus Definition Update		
Minor Release (patch release)	✓	✓
Information Assurance Remediation		
Major Release (system release)	✓	✓
Hardware Refresh	✓	✓
Implementation Services	✓	✓
Regional Partner Invoicing	available	available
Major upgrades in 2 yr period	Up to 2	Up to 1

- Anti-virus definitions and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer
- Minor releases may include commercial OS and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available
- Recommendations for IA remediation may include, but is not limited to the following: provide security software updates; provide operating system security updates or patches; implement configuration changes; upgrade to a later ASTRO 25 System Release (upgrade expense not included), or recommending a compensating control
- Major releases may include commercial OS and application software updates as well as Motorola system release software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Hardware refresh may include version updates and/or replacements for Motorola FRU and third-party networking and computing hardware
- Implementation services includes all in-house and on-site resources to implement and test major release update
- Regional partner invoicing provides ability to separate invoicing across multiple agencies
- As major releases become available, the SUA II configuration covers up to one major release upgrade per every two year contract term, while the SUA configuration covers up to one major release upgrade per annual contract term.

ADVANCED PLUS MULTI-YEAR MAINTENANCE PRICING

SCICNet Master/DSR Sites Maintenance

2019	2020	2021	2022	2023	2024	2025	2026
\$464,578	\$478,515	\$492,870	\$507,657	\$522,886	\$538,573	\$554,730	\$571,372

South Central Inter-County Communications Network (SCICNET): Radio Communications Charter & Governance Procedures for SCICNET Users

Disclaimer: Any and all references that include the words “county,” “member county,” or “participating counties” is intended to mean any political entity that is a SCICNET member, as defined in the intergovernmental agreement that establishes SCICNET, and which may be modified by the addition of other local governments.

I. General: The South Central Inter-County Communications Network Communications Council (SCICNET – CC) is a team of radio system representatives appointed by the SCICNET member counties to guide the development and implementation of the inter-county regional (public safety) radio system. This regional digital interoperability public safety radio system provides for delivery of voice and data services to support the on-going public safety and non-public safety related activities in the participating counties.

II. Purpose: The purpose of the Council will be to guide the development of long range system plans, to perform monitoring of system operations and to develop and support interoperability processes and procedures.

III. Authority: The SCICNET Communications Council (SCICNET-CC) has the authority to:

1. Develop and recommend system-wide policies designed to govern actions related to appropriate usage of the radio system. However, these policies shall not infringe upon those existing in any member county, where those member-county policies are used solely within the boundaries of that county.
2. Develop system-wide practices that achieve the purpose of the policies, strategies and or goals of the SCICNET, including the improvement of intercommunication and efficiencies.
3. All radio system practices will:
 - a. Define the scope and boundaries of the practice.
 - b. Define roles and responsibilities of participating counties.
 - c. Define implementation processes and procedures.
 - d. Develop and define deliverables, Service Level Agreements (SLAs) and documentation plans for the SCICNET system switches.
 - e. Define SCICNET practices and review processes.
 - f. Establish system upgrade requirements and budgetary costs and acceptance criteria for the SCICNET member counties. Notwithstanding the foregoing, SCICNET parties understand that SCICNET has no ability to bind any county member to any budgetary commitment.

4. Develop and recommend an SCICNET strategic plan for the regional switches.
5. Establish and publish the SCICNET meeting schedules.

IV. Guiding Principles: The work of the SCICNET will be based on the following principles:

1. The system is most effective through the collaborative interaction of all Fire, EMS, Police, and EMA users of the system.
2. Meeting the stakeholders' radio voice and data needs requires active partnership among all participants and counties.
3. Radio voice and data communications are critical to the successful achievement of individual stakeholder goals.
4. Strategic vision drives the radio voice and data needs of the system stakeholders.
5. The radio system architecture is driven by both common and unique requirements.

V. Governance:

A. The SCICNET Radio Communications Council (SCICNET – CC) answers to the SCICNET Executive Board (SCICNET – EB) on all management, policy and strategic matters, and a Systems Administration / Technical Subcommittee (SCICNET – SAC) for technical concerns and planning.

B. The SCICNET – CC will serve under the direction of and report to the Chairperson of the SCICNET – CC. At SCICNET – CC inception, the Director of the Dauphin County Department of Public Safety will serve as the Council Chairperson until the organizational meeting and the election of a chairperson has been undertaken by the SCICNET – EB membership. The SCICNET – CC will establish and recommend its own governance rules for its internal operations and election of officers. These rules are to be reviewed and approved by the member county Boards of Commissioners or executive authority and will include, but are not limited to:

1. The appointment by each participating county of a liaison to their respective Boards of Commissioners, and their county Radio Communications Council, if such exists.
2. Meeting procedures.
3. The establishment and management of subcommittees and work groups.
4. A communications plan to keep all users and their leadership informed of the SCICNET activities.

5. The election of a chairperson, vice chairperson and secretary.
6. The functions of a vice chairperson, secretary, subcommittees and work groups.
7. The manner for selection or appointment of leadership positions and terms.
8. The manner of appointment of subcommittee or work group membership, duties of each, and terms.

VI. Membership:

A. SCICNET EXECUTIVE BOARD (SCICNET – EB)

1. The executive board shall be comprised of one representative from each member county Department of Public Safety, Emergency Services, or Emergency Management agency. These representatives must be appointed by their respective County Board of Commissioners, County Executive (Home Rule) or applicable executive authority. The executive board shall have final authority to make policy and fiscal decisions on any and all aspects of the SCICNET radio network except where such authority is placed with the respective Boards of Commissioners or governing bodies as set forth in the Intergovernmental Agreement and Ordinance..
2. The Program Manager of the South Central Taskforce (SCTF) or the Chairman of the SCTF Communications Subcommittee shall also serve as a non-voting member of the executive board.

B. SCICNET SYSTEMS ADMINISTRATION SUBCOMMITTEE (SCICNET – SAC)

1. The Systems Administration Subcommittee shall be comprised of one person from each county, and shall be the person that the county has designated as the local systems administrator.
2. The Systems Administration Subcommittee shall have the authority to review policy, recommend features and options to be utilized, make global programming changes to the master site, maintain the system in an efficient manner that best supports the users of the system, and monitor the system for performance compliance as defined in the Service Level Agreements with Motorola.
3. All representatives appointed to serve on the SCICNET will:
 - a. Represent the interests of their agency in achieving the best system-wide outcome.

- b. Be knowledgeable of their agency and discipline's business processes and the role of public safety radio voice and data technology in supporting those processes.
- c. Be committed to collaborating to achieve the best interests of the system above the interests of an individual agency or discipline.
- d. Understand and support the SCICNET charter.
- e. Be committed to serving as an active member of the SCICNET for at least two years, unless no longer employed by their respective agency.
- f. Keep their agency, discipline, county responders and mutual aid agencies fully informed regarding the activities of the SCICNET and SCICNET – CC.

VII. Leadership, Election and Appointment of Officers:

A. At the first organizational meeting of the newly formed SCICNET – EB, the acting Chairperson (Dauphin County Director of Public Safety) shall have the SCICNET – EB nominate and elect a chairperson, vice chairperson, and secretary by majority vote, each of whom will serve for a period of two years. The chairperson shall not be from the same county for more than two consecutive terms unless elected by unanimous vote of all member counties. All three officers shall be elected concurrently in the future, as outlined in this charter. No county or other member may have more than one (1) representative holding an office at any given time. Only a county Public Safety Director (or equivalent position), 911 Director (or equivalent position), or 911 Coordinator shall be eligible to hold the office of chairperson or vice chairperson.

B. Candidates for office will be proposed during the September meeting of the election year (even numbered years) and voting will take place at the November meeting of the election year. Newly elected officials will assume their duties at the January meeting following the election.

C. Chairperson: The Chairperson will provide operational and strategic leadership to the SCICNET, the SCICNET – CC, and the SCICNET – EB, by:

1. Communicating the strategic business vision, direction and priorities.
2. Instituting and maintaining a charter that establishes the role and responsibilities of the SCICNET in achieving the digital (public safety) interoperability radio system vision.
3. Approving and implementing SCICNET-CC policy recommendations. (The Chairperson although charged with the duty to implement policy, should not have authority to create policy without majority approval of the Council members.)
4. Approving and incorporating into the multi-year SCICNET regional switches short range and long range plan any SCICNET capital budget recommendations. (The Chairperson although charged with the duty to implement policy, does **not** have authority to create policy without majority approval of the Council members, and ratification by the Boards of Commissioners or other governmental executive authority.)

5. Supporting liaisons between the participating county Boards of Commissioners and the SCICNET – CC.
6. Serving as an active advocate for the SCICNET and working to remove barriers to its performance at all levels of the organization.
7. Representing the SCICNET – CC to counties or other local governments that are considering joining the SCICNET.
8. Presenting the SCICNET – CC’s work plan, policy recommendations and progress reports to the participating counties’ Boards of commissioners.
9. Assisting the participating counties and other county leaders in the management of the SCICNET.
10. Managing the routine administration of the SCICNET.
11. Conducting all meetings in accordance with the governance rules of the SCICNET – CC.
12. Representing the SCICNET to the participating counties’ Boards of Commissioners during temporary absences of or in support of their SCICNET liaison.
13. Assuring system roaming from participating county to participating county.
14. Completing other responsibilities as established in the governance rules of the SCICNET-CC.
15. Coordinating with the Systems Administrator in the execution of the System Administrator's duties.
16. Chairing the meetings of the SCICNET – EB, and development of an agenda for meetings, in coordination with the SCICNET – CC.

D. Vice Chairperson: The Vice Chairperson shall support the Chairperson as needed, and in the absence of the Chairperson, shall preside over meetings. The duties of the Vice Chairperson shall include:

1. Assisting the Chairperson in the executions of his/her responsibilities.
2. Developing the skills, knowledge and abilities necessary to assume the responsibilities of the Chairperson in his or her absence or in the event of a vacancy.

3. In the event the office of Chairperson becomes vacant, the Vice-Chairperson shall have the option of assuming the position of Chairperson for the remainder of the term. In the event that the Vice-Chairperson elects not to accept the position, he shall assume the duties of Acting Chairperson until such time that the vacancy is filled.

E. Secretary: The Secretary shall keep the minutes and records of all meetings, documents, and membership of SCICNET members. The duties of the Secretary shall include:

1. Serving as Secretary for a period of two years.
2. Developing and distributing meeting agendas with the Chairperson's approval.
3. Recording the minutes for the SCICNET – CC and SCICNET – EB meetings and distributing them to members prior to the next scheduled or special organizational meeting.
4. Maintaining the SCICNET strategic plan for the regional radio system.
5. Maintaining the SCICNET – CC and SCICNET – EB meeting attendance records.
6. Processing incoming/outgoing correspondence.

VIII. Conduct of Business Matters

A. Charter Amendments: In order to ensure the SCICNET – CC has the flexibility to adequately respond to the needs of member counties and governments, it may be necessary to amend the charter. Amendments to the charter shall be accomplished as follows:

1. Initially considering a change proposed by a member county as a business item at a regular business meeting of the SCICNET-CC and developing a recommendation supported by a majority vote of the members to forward to the Member Counties for consideration.
2. Distribution to member counties Board of Commissioners for their approval, and receiving majority approval from the SCICNET- EB, and said Boards of Commissioners.
3. Upon a majority approval of the Boards of Commissioners, redistributing the revised charter in full to all member counties.

B. Meetings:

1. Communications Committee Meetings (SCICNET – CC) and Executive Board (SCICNET – EB):

a. There shall be six regular business meetings per year for the SCICNET – CC. Meetings shall be scheduled on the Wednesday before the third Thursday of the odd months (January, March, May, July, September and November). Hosting of Meetings shall rotate among member counties in an alphabetical rotation. The SCICNET – EB shall meet at the same date and place as the SCICNET – CC, following the SCICNET – CC. Both the SCICNET – CC and SCICNET – EB shall also have the ability to conduct business via email ballot or teleconference call, if necessary. Physical attendance at meetings is the preferred method of meetings.

b. Each meeting shall be a “full meeting” of the SCICNET – CC. The subcommittee chairpersons shall each present a written report (using the ICS-209 format), and submit any issues / requests that will require SCICNET – EB action. Such reports, and requests for action, shall be submitted in writing, in electronic form, at least one business week prior to the scheduled meeting to ensure that the reports and action requests can be placed on the appropriate agendas.

c. The SCICNET – CC, the SCICNET – EB, the SCICNET – SAC, and subcommittees and work groups of the SCICNET – CC, shall deem it a best practice to ensure maximum transparency, while balancing that against the safety of infrastructure, law enforcement personnel, emergency responders, and the public. Based on these concepts, the meetings of the SCICNET – CC shall be advertised. Non-voting members and the public may be excused from any SCICNET – CC meeting when necessary and allowable pursuant to the Pennsylvania Sunshine Act.

d. The rules contained in Robert’s Rules of Order shall govern the SCICNET committees in all cases to which: (a) they are applicable; and (b) they do not conflict with any special rules of order the SCICNET – CC adopts.

C. **Special Meetings:** Special meetings shall be called by the Chairperson as necessary. If the chairperson fails or refuses to call a special meeting, a meeting shall be convened at the request of 2/3rds of the total SCICNET – EB representatives. Notice of such special meeting including date, time, and location, shall be provided to each member of SCICNET – CC least seven (7) days prior to the meeting, and receipt of such notification shall be maintained by the secretary.

D. **Critical Meetings:** A critical meeting is a meeting called by the chairperson of the SCICNET – CC or SCICNET – EB, to address extremely time sensitive issues that have the potential to significantly impact the SCICNET public safety radio system. Notice of any critical meeting shall be provided to all members of the specific body at least forty eight hours (48) prior to any such meeting. In the event that timely notice cannot be provided due to the critical nature of the situation, any decision made at the special meeting is only valid for a period of 48 hours, or until ratified or disapproved by members of the council at a specially called and noticed meeting, whichever last occurs. Only the critical matter shall be discussed or acted upon at the critical meeting. For purposes of this provision, “critical” is understood to mean an event, situation, or

possible occurrence which has the potential to place persons in immediate physical harm, or to cause significant financial loss. Inasmuch as the SCICNET – CC and SCICNET – EB do not have power to effectuate agency business, the actions that may be recommended due to a critical event will require approval or ratification by the Board of commissioners or executive body of the members. Authority for some types of emergency actions exist at 35 Pa. C.S. § 7501.

E. Subcommittee Meetings: Subcommittees and work groups shall determine their meeting schedule and ensure it is disseminated to its respective members. Subcommittees may conduct business via email or teleconference call. The rules contained in Robert’s Rules of Order shall govern, as applicable, unless other standards are adopted.

F. Quorum:

1. A quorum for the SCICNET will consist of a simple majority of the voting members.
2. Policy and base charter recommendations, practice approvals and rules and regulations changes require the quorum and then a majority vote of the members present of the SCICNET-CC meeting.
3. Governance rule changes applying to the charter must be approved by majority vote of all voting members present and majority of all participating member counties.

G. Meeting Agendas:

1. Each agenda item must advance the purpose of SCICNET.
2. Each agenda item shall be submitted to the Secretary at least 7 days prior to the scheduled meeting.
3. Supporting material must be provided with the agenda 7 days prior to the meeting.
4. Each item must have a:
 - a. Responsible person.
 - b. Topic.
 - c. Desired outcome.
 - d. Anticipated time required to address the item.

H. Standard Meeting Format:

1. Review and comments on minutes from previous meeting.
2. Review of meeting agenda.

3. Committee, subcommittee reports.
4. Unfinished business: Items from the previous agenda not completed.
5. New business.
6. Agenda development.
7. Announcements.
8. Adjournment.

I. SCICNETs member conduct. The following is expected of all SCICNET members and their representatives:

1. Recognize the responsibility to keep meetings on schedule and on topic.
2. Be prepared to participate in all discussions and issues.
3. Not criticize others; nor take criticism personally.
4. Treat each other with respect and trust (the Golden Rule).
5. Be honest, open and direct.
6. Only speak when recognized by the chair and not interfere with another person's speech
7. Remain faithful to our mission and values.
8. Listen to the ideas and opinions of others.
9. Respect each other's team roles.
10. Alert team members of sensitive issues to ensure they are not discussed outside of the team.
11. Reach a resolution to include a majority vote of the members present on problems.

J. Committees and Sub-Committees:

1. The SCICNET – CC chairperson shall appoint, at a minimum, a Finance subcommittee and a User Rules and Regulations subcommittee.

2. The SCICNET – CC chairperson may establish other subcommittees, as deemed necessary, according to governance rules.
3. Each subcommittee shall consist of at least three members chosen from among the various participating entities. Each county shall be entitled to appoint at least one representative to each subcommittee. No county shall have more than two representatives on any subcommittee.
4. Each subcommittee will have a committee chairperson appointed by the SCICNET – CC chairperson.
5. Each subcommittee chairperson shall develop and implement a plan to accomplish the goals of the subcommittee.
6. The subcommittee chairperson shall appoint one member to serve as committee secretary.
7. Subcommittees will immediately notify the SCICNET – CC chairperson of any issues that will delay the accomplishment of the agreed upon goals.
8. Subcommittees are responsible for developing and submitting SCICNET – CC agenda items related to the subcommittee’s mandate and activities.
9. Each county may appoint one person to serve on the Systems Administration Technical subcommittee (SCICNET – SAC).
10. The appointee to the SCICNET – SAC subcommittee should be the radio system program manager for that county. The Systems Administration Technical Subcommittee shall:
 - a. Make recommendations to the SCICNET-EB as to changes to policy, procedure, implementation, and overall operation of the SCICNET network.
 - b. Provide for, as appropriate, regular system performance status reports in order for the SCICNET-CC to ascertain project progress.
 - c. Provide quarterly operations budget expenditure updates so the SCICNET-CC can be informed of operating costs.
 - d. Report performance and budget information to the Chairperson.

- e. Oversee monitoring and enforcement of SCICNET-CC regulations and guidelines by participating member counties.

K. Communication:

1. Each SCICNET-CC member is responsible for communicating, supporting and building a consensus confirmed by a majority vote of the members present, within their respective participating county and agency and to represent the views and requirements of the SCICNET-CC to their agency.
2. The Chairperson or his designee is responsible for communicating relevant information to the committees.
3. Minutes shall be prepared for internal referral of any subcommittee, work group, or committee. It is understood that certain documents, minutes, notes and other records may not be considered “public records” as that term is defined in the RTKL because the documents would be excluded under provisions of 65 P.S. § 67.708, determinations of the Office of Open Records, and appellate case law. Notwithstanding the above, the members will endeavor to make available summaries or redacted copies of minutes of the SCICNET – CC, if requested. Solicitors for the members will coordinate any RTKL requests that are made to each member that relates to SCICNET matters. If any member county receives a RTKL request related to SCICNET, they shall immediately refer to their solicitor, who will attempt to reach a consensus with other county member solicitors as to the response. If there is no consensus among solicitors as to the appropriate response, the county required to respond to the RTKL will have the final say on how to respond.

L. User Rules and Regulations Changes: User rules and regulations changes shall initially be considered as an SCICNET – CC agenda business item, but may be considered during any business meeting if a majority vote of the member’s present request to consider the change.

1. Upon approval by the members at a business meeting, the proposed user rules and regulations changes shall be submitted to the System Administrator. The System Administrator shall review the proposed changes and provide an analysis of the impact the rule change will have on the system and/or member counties. The System Administrator shall then provide a written recommendation to the SCICNET – CC chairperson as to accept, modify, or reject the rule change.
2. Upon receipt of the System Administrator recommendation, the SCICNET – CC chairperson shall distribute the recommendation to the member counties for comment. The comment period shall be open for a period of at least two weeks.

3. After the comment period, the SCICNET – CC chairperson shall place the rule on the next business meeting agenda, or he may call a special meeting to consider the change. At that time, the member counties shall cast a final vote as to accept the original proposal, accept the modified proposal, or reject the proposal.

4. Once approved, the SCICNET chairperson will amend the rules and regulations and distribute them to the SCICNET – CC members and liaisons to member counties.

M. Attendance and participation:

1. Members of the SCICNET – CC are expected to be present at all scheduled meetings.

2. An SCICNET -CC member who is absent from three (3) or more meetings in any consecutive twelve month period that begins with the first absence will be considered a member not in good standing and will be replaced on the SCICNET-CC. The Secretary shall then notify the member county that said member has been dismissed from the SCICNET-CC. The County at their next regularly scheduled meeting, or within ten (10) business days, whichever occurs later, shall appoint a new member.

IX. New Membership in SCICNET:

A. Requests for Membership:

1. Any South Central Taskforce County or other government entity may request to join the SCICNET by submitting a written request to the SCICNET chairperson, who will review the letter and submit it to members via their SCICNET – EB members and liaisons.

2. Upon receipt of a request, the chairperson shall invite representatives from the applicant county or agency to attend the next regularly scheduled SCICNET – CC meeting. Prior to action on the request there will be a technical assessment of the SCICNET’s capacity to carry the additional load and future traffic growth. If the SCICNET is not able to handle the demand, the cost and funding to allow SCICNET to meet these demands will be identified along with the funding method to be used.

3. The entity desiring membership in SCICNET will present a written Letter of Intent, approved by a majority of the board of commissioners, or governmental executive body, requesting to join SCICNET.

4. The applicant representatives shall meet with the chairperson and the systems manager to review all system requirements, governance documents, and financial responsibilities with which the applicant will be required to comply. Such review shall be provided in a final written response to the applicant, allowing the applicant to formally authorize and execute the required document.

5. Once all terms have been met, the SCICNET – CC shall vote on the application for membership as an SCICNET member. If approved by a majority of the SCICNET-CC, the intergovernmental agreement, and any other enabling documents, will be amended accordingly, including any percentage of costs assessed to each member upon receipt of any payments due SCICNET.

6. Upon approval of an application for membership, the Chairperson will execute and implement the agreement for membership in SCICNET and shall officially appoint delegates from the applicant county to the SCICNET – CC in accordance with established guidelines.

7. This agreement for membership will require approval of all SCICNET policies and specify costs of membership. The systems manager will assist the Chairperson and review and implement the agreement for membership for technical and operations completeness.

X. Costs of SCICNET Membership:

1. Initial County Members: Initial SCICNET participating member counties (Adams County, Dauphin County and Franklin County) shall share equally in any and all costs of the SCICNET regional core-switches, including but not limited to:

- a. Design.
- b. Procurement.
- c. Installation.
- d. SCICNET switch location site upgrades.
- e. Switch network management and training.
- f. Testing.
- g. Acceptance.
- h. Region SCICNET fleet mapping and radio personality profiles.
- i. Warranty, software subscription and maintenance for at least 12 months of switch operation.
- j. Initial operations for at least 12 months of continuous SCICNET operation
- k. Switch digital voice and data operations.

2. Notwithstanding any of the above, it is understood that the initial costs of establishment of the SCICNET system, including equipment, switches, installation, testing, and all other components of creating a fully-functioning SCICNET (hereafter “Initial SCICNET Start-up Costs”), were individually negotiated as between Motorola Systems, Inc., and the individual initial participating member counties. As such, the Initial SCICNET Start-Up Costs for the initial member counties vary, and are not allocated on an equal pro rata share basis, as will all other costs of operation after initial SCICNET functionality is achieved.

3. Costs **not** included as part of initial SCICNET establishment, and remaining part of the county specific public safety radio system costs, include:

- l. County based radio sites.
- m. System coverage.
- n. System capacity.
- o. Back-haul to county sites and the SCICNET switch.
- p. County alerting and paging.
- q. County mobile data.
- r. County user's terminal equipment procurement, county specific personalities and programming.

4. Costs for future applications of membership: Any entity making an application to the SCICNET must expect to pay for all costs to connect to the SCICNET network and system. These costs shall be determined by the SCICNET – CC chairperson, in consultation with the systems manager. Those costs will be specifically listed. They include the following:

- a. Design.
- b. Procurement.
- c. Installation.
- d. SCICNET switch location site upgrades.
- e. Switch digital voice and data operations.
- f. Switch network management and training.
- g. Testing.
- h. Acceptance.
- i. Regional SCICNET fleet mapping and radio personality profiles.
- j. Warranty, software subscription and maintenance for at least 12 months of switch operations.
- k. Initial operations for at least 12 months to assure stable continuous SCICNET operation.
- l. The applicant must also expect to reimburse all current participating member counties costs for maintenance agreements at the time of application approval, as determined by the SCICNET chairperson and systems manager, in an amount equal to a fair share pro-rated use of the system for the current year. The applicant entity shall also expect to be responsible each following year for an amount equal to the total cost of operation of SCICNET, divided by the number of participating members, resulting in a pro rata share, which will be equally divided among the current participating member counties.

5. SCICNET application approval costs do not include the following county specific public safety radio, data or network system costs:

- a. County based or required radio sites.
- b. System coverage equipment and sites.
- c. System capacity equipment.
- d. Redundant back-haul to county connection site(s) and to/from the SCICNET switch.
- e. County alerting and paging equipment/sites.
- f. County mobile data equipment/sites.
- g. County user's terminal equipment procurement, county specific personalities and programming.

XI. Governance Procedures Approval: These procedures were approved by action of the Boards of Commissioners of Dauphin, Franklin and Adams Counties by adoption of an Intergovernmental Agreement in May 2018.

###