

# Notice & Agenda

## Swift County Board of Commissioners

Tuesday, December 20, 2016

11:00 AM

Swift County Board Room – 301 14<sup>th</sup> St N, Benson, MN

If you need any type of accommodation to participate in this meeting, please contact the County Administrator at 320-314-8399 at least 48 hours prior to the meeting. Times are only estimates and items may be taken out of order.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
11:00 a.m.		<b>Call to Order and Roll Call</b>
11:01 a.m.		<b>Approve Agenda</b>
11:03 a.m.		<b>Consent Agenda</b>
	1-3	(1) Minutes from the November 29, 2016 Regular Meeting
	4	(2) Minutes from the November 29, 2016 Work Session
	5	(3) Consider approving Dr. Horecka and Commissioner Joe Fox for re-appointment to the SCBHS Board of Directors for new three year terms
	6-7	(4) Consider adopting resolution approving final payment for SA 076-635-027
	8-9	(5) Consider approving a resolution related to Aquatic Invasive Species (AIS)
	10-14	(6) Consider approving and awarding a bid for an ATV 6x6
11:04 a.m.		<b>Consider Approval of Commissioner warrants and review Auditor warrants reviewed</b>
11:05 a.m.		<b>Karon White, 8<sup>th</sup> Judicial District Drug Court</b> Discussion and invitation to Drug Court Graduation
11:15 a.m.	15	<b>Michael Johnson, Parks and Drainage Director</b> Consider setting a public hearing for January 17, 2016 at 1:00 p.m. to go over the hydraulic study on CD #52
11:20 a.m.	16-18	<b>Kim Saterbak, County Auditor</b> Consider approving the purchase of a tax-forfeited property by the City of Murdock
11:30 a.m.	19-24	<b>Scott Collins, Environmental Services Director</b> Consider approving the Resolution to Amend the Joint Powers Agreement Establishing the Pomme de Terre River Association
11:40 a.m.	25-78	<b>John Holtz, Sheriff</b> Consider acceptance of a Motorola Service Agreement for the Motorola equipment owned by Swift County for 2017.
11:45 a.m.	None	<b>Kurt Waldbillig, SCBH CEO and Dan Enderson, SCBH CFO</b> Update on Swift County Benson Hospital Project

12:00 p.m.  
12:15 p.m.  
12:20 p.m.

**Commissioner and Board reports**  
**County Administrator report**  
**Citizens Comments**

12:25 p.m.

**Other Business**

79-82 Consider setting 2017 levy and final budget for Swift County  
79 & 83 Consider setting 2017 levy and final budget for the RDA  
79 & 83 Consider setting 2017 levy and final budget for the HRA  
85-86 Consider setting 2017 Commissioner salaries and schedule of  
per diem  
87-91 Discussion on 2017 board committee assignments  
Handout Discussion on 2017 board schedule

None **Discussion with Sharon Klumpp of Springsted concerning the  
recruitment of a new County Administrator**

None **Closed session to consider strategy for labor negotiations**  
Consider approving a closed meeting to consider strategy for labor  
negotiations, including negotiation strategies or developments or  
discussion and review of labor negotiation proposals, conducted  
pursuant to sections 179A.01 to 179A.25. (§13D.03)  
Closed session to consider strategy for labor negotiations  
Adjourn close session and return to open session

1:30 p.m.

**Adjournment**

## **SWIFT COUNTY BOARD MINUTES**

### **November 29, 2016**

Chairman Peter Peterson called the meeting to order at 4:15 PM with all present. Also in attendance were County Administrator Jan Fransen, County Attorney Danielle Olson, County Auditor Kim Saterbak, and Amanda Ness.

Chairman Peter Peterson asked if there were any changes to the agenda. There were none.

**11-29-16-01** Commissioner Hendrickx moved and Commissioner Fox seconded to approve the agenda as presented. Motion carried unanimously.

**11-29-16-02** Commissioner Rudningen moved and Commissioner E. Pederson seconded to approve the Consent Agenda which consisted of: (1) Minutes from the November 15, 2016 Regular Meeting, and (2) Approval of a quote for electrical work in Swift Falls County Park. Motion carried unanimously.

**11-29-16-03** Commissioner Fox moved and Commissioner E Pederson seconded to approve the Commissioner warrants as follows: Revenue: \$46,444.10; Solid Waste: \$16,472.53; Road and Bridge: \$21,620.49; Human Services: \$91.26; County Ditches: \$48,925.28; Upper Minnesota Watershed: \$8,046.39; Region 6 West Agency: \$28,581.83; School District Agency: \$637,415.44 and Township & Cities Agency: \$2,426,548.08 which includes the following bills over \$2,000: 2853 School District Treasurer, \$145,621.38; 768 School District Treasurer, \$32,698.57; 775 School District Treasurer, \$276,216.17; 777 School District Treasurer, \$181,769.96; Commerford Gravel Inc., \$23,638.80; Eric Irrigation & Construction, \$17,766.00; Geo Comm Inc., \$5,994.00; Geyer Recycling, \$5,691.67; Holmgren Tree Spraying Service, \$17,125.00; Morris Electronics, \$10,237.10; Sand Creek Group, Ltd., \$3,497.76; Soil Conservation Office, \$13,750.00; Swift County HRA, \$61,491.73; Appleton Township Treasurer, 35,194.27; Benson Township Treasurer, \$26,844.69; Camp Lake V \$30,756.61; Cashel Township Treasurer, \$40,103.01; City of Appleton Treasurer, \$663,034.99; City of Benson Treasurer, \$669,541.31; City of Clontarf Treasurer, \$30,319.16; City of Danvers Treasurer, \$ 33,217.30; City of DeGraff Treasurer, \$9,039.78; City of Holloway Treasurer, \$88,753.52; City of Kerkhoven Treasurer, \$128,363.34; City of Murdock Treasurer, \$59,005.56; Clontarf Township Treasurer, \$31,031.63; Dublin Township Treasurer, \$40,352.03; Edison Township Treasurer, \$23,881.35; Fairfield Township Treasurer, \$31,500.18; Hayes Township Treasurer, \$38,969.99; Hegbert Township Treasurer, \$30,913.40; Kerkhoven Township Treasurer, \$31,997.29; Kildare Township Treasurer, \$39,624.88; Marysland Township Treasurer, \$24,036.92; Moyer Township Treasurer, \$24,414.02; Pillsbury Township Treasurer, \$39,482.95; Shible Township Treasurer, \$20,120.17; Six Mile Grove Township Treasurer, \$24,271.93; Swenoda Township Treasurer, \$41,039.96; Tara Township Treasurer, \$30,885.52; Torning Township Treasurer, \$29,837.21; West Bank Township Treasurer, \$48,516.65; Upper MN River Watershed District, \$8,046.39; Upper MN Valley RDC, \$28,581.83; VanHeuveln General Contracting Inc., \$7,370.48; and Waste Management of Northern Minnesota, \$9,858.62. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Pete Peterson reported on Prairie Five and HRA. Commissioner Fox reported on Woodland Centers, Pomme de Terre Watershed, and Hospital. Commissioner Edward Pederson reported on the DAC, Legislative Roundtable, Historical Society, Canvassing, and Building Committee. Commissioner Rudningen reported on Prairie Lakes Youth, Legislative Roundtable, and Glacial Lakes Scenic Byway. Commissioner Hendrickx reported on Legislative Roundtable, RDC, SPCC, Private Industry Council, and Revolving Loan Fund.

Administrator Fransen updated the board on the Building Committee, Hospital, MCIT Dividends, Labor Negotiations, Personnel Updates, Schedule Updates, and Administrator Search Updates.

Administrator Fransen requested approval of hiring an intern for after school and summer hours.

**11-29-16-04** Commissioner Fox moved and Commissioner Rudningen seconded to approve the request. Motion carried unanimously.

Chairman Peterson asked for citizen's comments. There were none.

Auditor Saterbak reviewed and answered questions regarding the 3<sup>rd</sup> Quarter 2016 Financial Information.

Highway Engineer Andy Sander requested approval of a joint powers agreement for the administration of Federal HSIP Safety Grant Project No. S.P. 056-072-001.

**11-29-16-05** Commissioner Hendrickx moved and Commissioner Fox seconded to approve the agreement. Motion carried unanimously.

Engineer Sander further requested approval of equipment rates for 2016.

**11-29-16-06** Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve the 2016 equipment rates. Motion carried unanimously.

Engineer Sander further requested final approval for payment on State Aid Projects 076-599-056 and 076-599-057.

**11-29-16-07** Commissioner Fox moved and Commissioner Rudningen seconded to approve the final payments. Motion carried unanimously.

Administrator Fransen requested approval of a voting delegate and alternate to the MCIT Annual Meeting.

**11-29-16-08** Commissioner Rudningen moved and Commissioner E. Pederson seconded to appoint Commissioner Hendrickx as delegate and Commissioner Fox as alternate. Motion carried unanimously.

The board recessed at 5:15 PM.

The board reconvened at 6:00 PM.

**11-29-16-09** Commissioner Rudningen moved and Commissioner Hendrickx seconded to open the Truth-in-Taxation Hearing. Motion carried unanimously.

Administrator Fransen presented the 2017 Final Levy and Budget overview presentation. Several questions were asked and a lengthy discussion was held.

**11-29-16-10** Commissioner Hendrickx moved and Commissioner Rudningen seconded to adjourn. Motion carried unanimously.

The meeting adjourned at 7:22 PM.

WITNESSED:

\_\_\_\_\_  
Peter Peterson, Chair

ATTEST:

DRAFT

**SWIFT COUNTY BOARD WORK SESSION MINUTES**  
**November 29, 2016**

Chairman Peter Peterson called the meeting to order at 2:00 PM with all present. Also in attendance were County Administrator Jan Fransen, County Auditor Kim Saterbak, Amanda Ness, and several other County and County affiliate staff.

Joel Dunning presented an overview of the building project. Several questions were asked and a lengthy discussion was held.

No action was taken by the board.

The meeting adjourned at 4:00 PM.

WITNESSED:

\_\_\_\_\_  
Peter Peterson, Chair

ATTEST:

\_\_\_\_\_  
Amanda Ness, Clerk of the Board

DRAFT



# Request for Board Action

BOARD MEETING DATE:  
December 20, 2016

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Janice Fransen	REQUESTOR PHONE: 320-314-8399
---	------------------------------	----------------------------------

### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving Dr. Horecka and Joe Fox for re-appointment to the SCBHS Board of Director for new three year terms.	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Both Dr. Horecka and Joe Fox have agreed to be re-appointed for another term.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? SCBHS Board	

### Budget Information

FUNDING: n/a
--------------

### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Janice Fransen
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.



# Request for Board Action

BOARD MEETING DATE:  
December 20, 2016

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
------------------------------------	-----------------------------	------------------------------------

### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Final Board Approval for payment on project SAP 076-635-027 Consider adopting resolution approving final payment for SA 076-635-027.	
AGENDA YOU ARE REQUESTING TIME ON: December 20, 2016	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? yes	EXPLANATION OF MANDATE: Statute
BACKGROUND/JUSTIFICATION: Work on CR 35 in Kerkhoven is complete and final payment needs to be made.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

### Budget Information

FUNDING:	State & County
----------	----------------

### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Jan Fransen
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: None
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

### Board Action

Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen	
Action	Vote

## **RESOLUTION**

**WHEREAS**, State Aid Project 076-635-027 has in all things been completed and the County Board being fully advised in the premise.

**NOW THEREFORE BE IT RESOLVED**, that the County of Swift hereby accepts said completed projects for and in behalf of the County of Swift and authorizes final payment to Duininck, Inc. in the amount of \$17,049.51 for the final contract amount totaling \$285,375.76.

Dated at Benson, Minnesota this 20<sup>th</sup> day of December, 2016

Swift County Board of Commissioners

---

Peter Peterson, Chairman

ATTEST:

I, Janice Fransen, Interim Administrator in and for the County of Swift, Minnesota, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of County Commissioners on the 20<sup>th</sup> day of December, 2016.

---

Janice Fransen, Interim Swift County Administrator



# Request for Board Action

BOARD MEETING DATE:  
December 20, 2016

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Swift County Drainage	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
--	-------------------------------	----------------------------------

### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a resolution related to Aquatic Invasive Species(AIS) aid	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: MN Statute 477A.19 requires the County to pass a resolution on AIS aid
BACKGROUND/JUSTIFICATION: The 2014 legislative session adopted the "Aquatic invasive species aid" program to address the growing concern related to aquatic invasive species in the State. The County receives \$15,959 in 2015 and will receive \$35,465 in 2016 and each subsequent year. As part of the act, the County is required to adopt a resolution and submit it to the DNR by December 31, 2016	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?    Prior Resolutions approved	

### Budget Information

FUNDING:    State Funding
---------------------------

### Review/Recommendation

COUNTY ATTORNEY:	COUNTY ADMINISTRATOR: Jan Fransen
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

### Board Action

Motions ___ J Fox    ___ G Hendrickx    ___ E Pederson    ___ P Peterson    ___ E Rudningen	
Action	Vote

**RESOLUTION**  
**AQUATIC INVASIVE SPECIES PREVENTION AID**

Motion by Commissioner \_\_\_\_\_ Seconded by Commissioner \_\_\_\_\_

**WHEREAS**, 2014 Session law Chapter 308 enacted by the Legislature provides Minnesota counties a County Program Aid Grant for Aquatic Invasive Species (AIS) prevention. The amount designated for each county is based on the number of watercraft trailer launches as well as the number of watercraft trailer parking spaces within each county. Swift County was allocated \$35,324.00 for 2016, \$33,792.00 for 2017 and years following

**WHEREAS**, The legislation requires that Swift County must establish, by resolution or through adoption of a plan, guidelines for the use of the proceeds to prevent the introduction or limit the spread of aquatic invasive species at all access sites within the county, and

**WHEREAS**, The county may appropriate the proceeds directly or may use any portion of the proceeds to provide funding for a joint powers board or cooperative agreement with another political subdivision, a soil and water conservation district in the county, a watershed district in the county, or a lake association located in the county. Any money appropriated by the county to a different entity or political subdivision must be used as required under this section, and

**WHEREAS**, The county must submit a copy of its guidelines for use of the proceeds to the Department of Natural Resources by December 31 of the year the payments are received, and

**WHEREAS**, Aquatic Invasive Species was discussed in the 2013-2023 Swift County Water Plan.

**NOW, THEREFORE, BE IT RESOLVED That**, The Board of Commissioners of Swift County, Minnesota, designates oversight of Swift County’s AIS prevention efforts to the Swift County Parks and Drainage and delegates to them the responsibility to study, prepare, and implement a plan addressing countywide awareness related to the prevention and combating the spread and impacts of Aquatic Invasive Species and report annually regarding the allocation of funding in accordance with the AIS legislation.

**NOW, THEREFORE, BE IT FURTHER RESOLVED That**, The Board of Commissioners of Swift County, Minnesota, directs that Swift County AIS prevention aid may be used in the following ways: 1. Conduct Assessments; 2. Public Outreach; 3. Watercraft Inspection/Decontamination & Enforcement; 4. Monitoring, Early Detection & Rapid Response; 5. Management and Control; 6. Coordination and Partnerships; and 7. Support Evaluation.

Adopted on a \_\_\_\_ vote by the Swift County Board of County Commissioners the 20th day of December 2016.

Swift County Board of Commissioners

\_\_\_\_\_  
Pete Peterson, Chair

ATTEST:

\_\_\_\_\_  
Jan Franzen  
Interim County Administrator

Fox	___	Hendrickx	___	Pederson	___
Peterson	___	Rudningen	___		



# Request for Board Action

BOARD MEETING DATE:  
December 20, 2016

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Swift County Parks, Drainage & Wetlands	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
--	-------------------------------	----------------------------------

### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approve bid for ATV 6X6	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: County Policy on purchases
BACKGROUND/JUSTIFICATION: ATV Was put in 2016 budget	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? No	

### Budget Information

FUNDING: Parks Budget, Ditch funds
------------------------------------

### Review/Recommendation

COUNTY ATTORNEY:	COUNTY ADMINISTRATOR:
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

### Board Action

Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen
Action Vote

	Motor Sports of Willmar	Mies Outland	Difference
Polaris Sportsman 6x6	\$ 9,999.00	\$ 10,199.00	
Winch installed	\$ 449.00	\$ 429.99	
Total	\$ 10,448.00	\$ 10,628.99	\$ 180.99
tot. w/ tax, lic. Doc. Fees	\$ <b>11,210.36</b>		

Michael Johnson  
Jim Pfeifer

**Parks, Drainage & Wetlands**

Phone (320) 843-5341  
Fax (320) 843-3543



1635 Hoban Avenue  
P.O. Box 241  
Benson, MN 56215

e-mail: [mike.johnson@co.swift.mn.us](mailto:mike.johnson@co.swift.mn.us)  
e-mail: [jim.pfeifer@co.swift.mn.us](mailto:jim.pfeifer@co.swift.mn.us)

The Swift County Parks, Drainage and Wetland Office is currently seeking quotes on a Polaris Big Boss 6X6. Please fill in the request below and return it to this office by November 29, 2016. Any questions please call the above numbers. Thank you

New 2017 Polaris Sportsman Big Boss 6X6 570 EPS	9999.00
With standard specifications as listed on attached sheet	Doc Fee 75.00
Front 2,500# winch installed	449.00
Total	\$ 10,523.00
Total with Tax, Lic, Doc Fee	\$ 11,210.36

Company Name: Motor Sports of Willmar  
 Address: 4970 Hwy 71 NE Willmar MN 56201  
 Name and Title: Jay Reuss Sales manager/owner

Swift County Parks, Drainage and Wetlands

Mike Johnson, Supervisor

Michael Johnson  
Jim Pfeifer

**Parks, Drainage & Wetlands**

Phone (320) 843-5341  
Fax (320) 843-3543



1635 Hoban Avenue  
P.O. Box 241  
Benson, MN 56215

e-mail: [mike.johnson@co.swift.mn.us](mailto:mike.johnson@co.swift.mn.us)  
e-mail: [jim.pfeifer@co.swift.mn.us](mailto:jim.pfeifer@co.swift.mn.us)

The Swift County Parks, Drainage and Wetland Office is currently seeking quotes on a Outlander 6X6 DPS 650. Please fill in the request below and return it to this office by November 29, 2016. Any questions please call the above numbers. Thank you

New 2017 Outlander 6x6 DPS 650	#12,199.00
With standard specifications as listed on attached sheet	Doc Fee 75.00
Rear 2" receiver hitch	74.99
Front 2,500# winch installed	698.50
Total	#13,047.49
Total with Tax, Lic, Doc Fee	#14,004.00

Company Name: Motor Sports of Willmar  
 Address: 4970 Hwy 71 NE Willmar MN 56201  
 Name and Title: Jay Reuss Sales Manager/owner

Swift County Parks, Drainage and Wetlands

Mike Johnson, Supervisor

Michael Johnson

Michael Johnson  
Jim Pfeifer

***Parks, Drainage & Wetlands***

Phone (320) 843-5341  
Fax (320) 843-3543



1635 Hoban Avenue  
P.O. Box 241  
Benson, MN 56215

*e-mail: mike.johnson@co.swift.mn.us*  
*e-mail: jim.pfeifer@co.swift.mn.us*

The Swift County Parks, Drainage and Wetland Office is currently seeking quotes on a Polaris Big Boss 6X6. Please fill in the request below and return it to this office by November 29, 2016. Any questions please call the above numbers. Thank you

New 2017 Polaris Sportsman Big Boss 6X6 570 EPS	
With standard specifications as listed on attached sheet	10,199
Front 2,500# winch installed #2880432	379.99
Install	50.00
Total	10,628.99

Company Name: Mies Outland

Address: 720 Hwy 55 west Watkins MN 55389

Name and Title: Chris Guggemos Sales Manager

Swift County Parks, Drainage and Wetlands

Mike Johnson, Supervisor





# Request for Board Action

BOARD MEETING DATE:  
December 20, 2016

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Swift County Drainage	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
--	-------------------------------	----------------------------------

### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider setting a public hearing for January 17, 2016 at 1:00 PM to go over hydraulic study on CD #52	
AGENDA YOU ARE REQUESTING TIME ON: Regular	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: 103E.701 requires public hearing
BACKGROUND/JUSTIFICATION: Hydraulic study was done on CR #6 and downstream pipes on CD #52 to determine if pipes were sized right	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? N/A	

### Budget Information

FUNDING: CD #52 will pay hearing costs
--

### Review/Recommendation

COUNTY ATTORNEY:	COUNTY ADMINISTRATOR: Jan Fransen
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

### Board Action

Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen	
Action	Vote



# Request for Board Action

BOARD MEETING DATE:  
December 20, 2016

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Kim Saterbak	REQUESTOR PHONE: 320-843-6108
------------------------------------	----------------------------	----------------------------------

### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the purchase a tax-forfeited property by the City of Murdock	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Tax-Forfeited Property must be approved by the Board of Commissioners
BACKGROUND/JUSTIFICATION: Parcel #29-0025-000 was tax-forfeited to the State of Minnesota for default on the Confession of Judgement from a lack of payment of the property taxes. The City of Murdock has offered to purchase this parcel for \$1 and making improvements for it to be inhabitable. I would recommend the sale of this parcel. I feel this price is equal to the fair market value of this house after viewing the condition it is in currently. The City of Murdock has discussed paying the Swift County HRS the amount of \$6,914.00 to pay-off the remaining balance of their loan.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

### Budget Information

FUNDING: n/a
--------------

### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Janice Fransen
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: None	COMMENTS: None

### Board Action

Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen
Action Vote

**City of Murdock**  
P. O. Box 130  
Murdock, MN 56271

Kim Saterbak  
Swift County Auditor  
301 14<sup>th</sup> St. N., P.O. Box 207  
Benson, MN 56215

Dear Ms. Saterbak:

We hereby request that Swift County sell to the City of Murdock that recently tax-forfeited property described as Lot Ten (10), Block Three (3), Original Townsite of the City of Murdock, for the sum of One Dollar (\$1.00). It is our belief that the current market value of the property is zero or even less. The most recent Assessor's Estimated Market Value for the property is \$19,300.00. However, it is presently encumbered by liens in favor of the City of Murdock in the amount of \$18,750.00 and Swift County HRA in the amount of \$6,914.00. In addition, the City of Murdock has incurred additional expenses with respect to the property of approximately \$2,500.00. Finally, some renovations to the interior of the property were started by the previous owner which have not been completed but will have to be finished before the home is inhabitable. The cost of this work is unknown but certainly the current condition reduces the market value of the property.

The City of Murdock wishes to acquire this property in order to make sure that this blighted property can be restored and returned to the tax roles as affordable housing. It will be marketed as is for a price equal to the outstanding liens and recoverable costs so that the City of Murdock and Swift County HRA may both be made whole and we end up with a useable and tax generating property.

Very truly yours,

CITY OF MURDOCK



Craig Kavanagh, Mayor

**Kimberly A. Saterbak**  
Swift County Auditor



301 14<sup>th</sup> St N  
P.O. Box 288  
Benson, MN 56215

Phone (320) 843-4069  
Fax (320) 843-2275

**e-mail:**  
[kim.saterbak@co.swift.mn.us](mailto:kim.saterbak@co.swift.mn.us)

November 28, 2016

City of Murdock  
612 Grace Street  
Murdock, MN 56271

Dear Craig,

Below is the detailed breakdown of the cost associated with the purchase of tax forfeiture property located at 315 Clara Avenue, Murdock, Minnesota:

Legal Description of Lot 10 Block 3 – City of Murdock.

Purchase Price	\$	1.00
State Deed Tax	\$	1.65
State Deed Fee	\$	25.00
Recording Fee	\$	<u>46.00</u>
	\$	73.65 Total Purchase Price

It is our understanding that the City of Murdock is planning to reimburse the assessments to the City of Murdock and Swift County HRA.

Please give me a call if you have questions or concerns.

Sincerely,

Kimberly Saterbak  
County Auditor



# Request for Board Action

BOARD MEETING DATE:  
December 20, 2016

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Environmental Services	REQUESTOR: Scott Collins	REQUESTOR PHONE: 320-843-2356
---	-----------------------------	----------------------------------

### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the Resolution to Amend the Joint Powers Agreement Establishing the Pomme de Terre River Association.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: Seeking approval of this resolution, whose purpose is to develop and implement plans to improve and maintain the quality of water in the streams, lakes and groundwater. One Watershed, One Plan.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

### Budget Information

FUNDING: N/A
--------------

### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Janice Fransen
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: None
COMMENTS: Click here to enter text.	COMMENTS: None

### Board Action

Motions ___ P. Peterson ___ G. Hendrickx ___ E. Pederson ___ J. Fox ___ E. Rudningen	
Action	Vote

## **Resolution to Amend the Joint Powers Agreement Establishing The Pomme de Terre River Association**

WHEREAS, Pomme de Terre River Association purpose currently is to develop and implement plans to improve and maintain the quality of water in the streams, lakes and ground water; and

WHEREAS, the participating Counties and Soil and Water Conservation Districts have identified organizational impediments to optimal development of a Watershed Management Plans; and

WHEREAS, the participating Counties and Soil and Water Conservation Districts have provided motions and resolutions unanimously supporting the collaborative pursuit of a Watershed Management Plan; and

WHEREAS, the Minnesota Board of Soil and Water Resources has developed policies for coordination and development of comprehensive watershed management plans, also known as One Watershed, One Plan, consistent with Minnesota Statutes, Chapter 103B.801, Comprehensive Watershed Management Planning Program; and

WHEREAS, Minnesota Statutes, Chapter 103B.301, Comprehensive Local Water Management Act, authorizes Minnesota Counties to develop and implement a local water management plan; and

WHEREAS, Minnesota Statutes, Chapter 103C.331, subdivision 11, Comprehensive Plan, authorizes Minnesota Soil and Water Conservation Districts to develop and implement a comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED, that the members of the Pomme de Terre River Association amend the existing Joint Powers Agreement to reflect the following:

### **Article 2 Purpose**

The purpose of this agreement is the joint exercise of powers by the undersigned governmental units to develop and implement plans with regard to protection of property from damage of flooding; controlling erosion of land; protection of property, streams and lakes from sedimentation and pollution; and maintaining and improving the quality of water in the streams, lakes and ground water: all in accordance with the intent of Section 471.59 of Minnesota Statutes.

- A. Coordinate with local, state, and federal agencies to encourage landowners to voluntarily change their land use practices to improve the quality of water resources within the Pomme de Terre River watershed.
- B. Provide other similar or related services and programs as determined by the Board.
- C. Establish a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.
- D. Collectively develop and adopt a coordinated watershed management plan for implementation per the provisions of the plan.

## **Article 6 Powers of the Board**

**6.1 General Powers.** The Board is hereby authorized to exercise such authority and powers common to the Parties as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement or in the bylaws.

### **6.2 Specific Powers.**

**6.2.1 Administrative Services.** The Board shall establish policies and procedures for the administration of the affairs of the Board.

Administrative services shall be provided under the direction and control of the Board. These services shall include, but are not limited to, financial, legal and general administration. The Board may enter into contract and/or agreements with one or more of its member entities as a (Host Entity/Fiscal Agent) to carry out the functions of the PDTRA.

The Board shall ensure adherence to the Minnesota Government Data Practices Act.

**6.2.2 Employees.** The Board may employ, train, pay, discipline, discharge and otherwise manage personnel needed to assist the PDTRA Board in carrying out its duties and responsibilities. Employees of the Board shall not be considered employees of the Parties to this Agreement for any purpose including, but not limited to, salaries, wages or other compensation or fringe benefits; worker's compensation; unemployment compensation or reemployment insurance; retirement benefits; social security; liability insurance; maintenance of personnel records and termination of employment.

**6.2.3 Contracts.** The Board may enter into contracts and/or agreements necessary for the exercise of its duties and responsibilities to govern the PDTRA. The board may take such action as is necessary to enforce such contracts to the extent

available in equity or at law. Contracts and/or agreements let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts and/or agreements required by law (i.e. fiscal management, personnel management).

**6.2.4** The PDTRA may apply for and accept gifts, grants, or loans of money or other personal property from the United States, the State of Minnesota, or any other body, organization, political subdivision, or person, whether public or private. The board may enter into any agreement required in connection therewith, and hold, use, or dispose of any such money or other property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

**6.2.5 Insurance.** The Board shall obtain liability, property and auto insurance and may obtain such other insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement.

**6.2.6 Budget.**

6.2.6 A. Budget and work plan. The PDTRA will develop an annual work plan budget, dependent on budget reserves and/or anticipated continued Grants and Project funding. The work plan and budget may be modified as needed to meet actual grant or other funding amounts and requirements.

6.2.6 B. Budgeting and accounting services. The PDTRA may contract with one or more of its member entities (Fiscal Agent) to provide any and all budgeting and accounting services necessary or convenient for the PDTRA. Such services shall include, but not be limited to: management of all funds, including County contributions and grant monies; payment for contracted services; and relevant bookkeeping and record keeping. The contracting and purchasing requirements of the Fiscal Agent shall apply to transactions of the Board. The PDTRA, through a separate contract or joint powers agreement, shall enumerate the authorities and duties of the Fiscal Agent. The parties shall retain their authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established PDTRA funds shall be credited back to that same fund.

6.2.6 C. Employee accommodation. The PDTRA may enter into a contract and/or agreement with one or more of its member entities (Host Entity) to provide office space necessary to carry out the duties and responsibilities of administration on behalf of the PDTRA.

**6.2.7 Watershed Management Plan**

6.2.7 A. Submittal of the Plan. The PDTRA will recommend the plan to the Parties of this agreement. The PDTRA will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, and approval of the plan for submittal by each party, the PDTRA will submit the watershed-based plan jointly to BWSR for review and approval.

6.2.7 B. Adoption of the Plan. The Parties agree to adopt and begin

implementation of the plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

IN WITNESS WHEREOF, the parties to this agreement, by resolution, have hereunto amended the joint powers agreement establishing the Pomme de Terre River Association.

_____ <b>Otter Tail County</b>	_____ <b>Date</b>
_____ <b>West Otter Tail SWCD</b>	_____ <b>Date</b>
_____ <b>Grant County</b>	_____ <b>Date</b>
_____ <b>Grant SWCD</b>	_____ <b>Date</b>
_____ <b>Douglas County</b>	_____ <b>Date</b>
_____ <b>Douglas SWCD</b>	_____ <b>Date</b>
_____ <b>Stevens County</b>	_____ <b>Date</b>
_____ <b>Stevens SWCD</b>	_____ <b>Date</b>
_____ <b>Big Stone County</b>	_____ <b>Date</b>
_____ <b>Big Stone SWCD</b>	_____ <b>Date</b>
_____ <b>Swift County</b>	_____ <b>Date</b>
_____ <b>Swift SWCD</b>	_____ <b>Date</b>



# Request for Board Action

BOARD MEETING DATE:  
December 20, 2016

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Sheriff's Office	REQUESTOR: Sheriff John Holtz	REQUESTOR PHONE: 320-843-3133
---	----------------------------------	----------------------------------

### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Acceptance of Motorola Service Agreement for the Motorola equipment owned by Swift County. For the year of 2017.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? Click here to enter text.
IS THIS MANDATED? Click here to enter text.	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: This service agreement is a yearly contract which covers Motorola equipment located at the Swift County Sheriff's Office and located at the Pioneer Public Television tower located near Appleton. The money is already in the budget.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

### Budget Information

FUNDING: Budget, 800 Mghz
---------------------------

### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Jan Fransen , Interim
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS:

### Board Action

Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen	
Action	Vote



# SERVICES AGREEMENT

Attn: National Service Support/4th fl  
 1301 East Algonquin Road  
 (800) 247-2346

Contract Number: S00001023771  
 Contract Modifier: RN02-NOV-16 12:51:38

Date: 11/07/2016

Company Name: Swift County Sheriff  
 Attn: John Holtz  
 Billing Address: 301 14th St N. Ste 4  
 City, State, Zip: Benson, MN, 56215  
 Customer Contact: John Holtz  
 Phone: 218-685-8280

Required P.O.: No  
 Customer #: 1036553479  
 Bill to Tag #: 0001  
 Contract Start Date: 01/01/2017  
 Contract End Date: 12/31/2017  
 Anniversary Day: Dec 31st  
 Payment Cycle: ANNUAL  
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
1	LSV01Q00400A	ADVANCED NETWORK MONITORING SITE(S)	\$74.29	\$891.48
4	LSV01Q00402A	ADVANCED DISPATCH SITE(S)	\$11.46	\$137.52
5	LSV01Q00403A	ADVANCED ONSITE INF RESP STD GTR8000	\$289.74	\$3,476.88
1	LSV01Q00404A	ADVANCED NETWK PREV MAINT 1 GTR8000	\$67.06	\$804.72
5	LSV01Q00421A	ADVANCED INFR RPR W/ADV REPL GTR8000	\$114.80	\$1,377.60
1	SVC01SVC1220C	ASTRO SFS LITE SERVICE AGREEMENT	\$95.80	\$1,149.60
6	SVC436AA	RADIO REPAIR ENCRYPTED RADIO		
12	SVC680AD	XTL5000 CONSOLETTTE		
2	SVC684AD	XTL1500		
2	SVC01SVC1423C	LOCAL RADIO SUPPORT SERVICE	\$60.88	\$730.56
2	SVC368AE	XTL1500		
12	SVC377AE	XTL5000 CONSOLETTTE		
20	SVC01SVC2007C	SP-ONSITE INFRA RESP MIP5000 DIGITAL GATEWAY	\$313.69	\$3,764.28
2		PRODUCT		
3		SITE(S)		
3	SVC02SVC0350A	REPAIR 1 ADDL YR PTP600	\$131.01	\$1,572.12
2		SITE(S)		
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$1,158.73
				\$13,904.76

	Subtotal - One-Time Event Services	\$ .00	\$ .00
	Total	\$1,158.73	\$13,904.76
<p>The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If the Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration, a one-time administrative fee equal to 5% of the subsequent year's annual contract rate will be billed to the Customer upon reestablishment of the expired service contract.</p> <p>Price with 5% Administration fee once delinquent = \$14,600.00</p>	Taxes	-	-
	Grand Total	\$1,158.73	\$13,904.76
	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
<p>Swift County is part of the MN /ARMER System. Special taxation terms apply. Customer receives Technical Support, Software Upgrade Assurance and Security Update Services under the terms and conditions of Minnesota State Support Contract, D.O.A. Contract No. 16494 (formerly Contract No. 444484), Release No. S-914(5) (SLC #S00001004167). This contract also contains pricing for Infrastructure Repair w/ Advanced Replacement Service.</p>	<b>Subcontractor(s)</b>	<b>City</b>	<b>State</b>
	MOTOROLA RADIO SUPPORT CENTER	ELGIN	IL
	MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
	MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
	CAMBIUM NETWORKS LIMITED	ASHBURTON	DEVON
	WEST CENTRAL COMM	WILLMAR	MN

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

CUSTOMER (PRINT NAME)

*Mike Rosonke* Customer Support Manager 11/8/2016  
MOTOROLA REPRESENTATIVE(SIGNATURE) \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

Michael Rosonke (612) 490-4453  
MOTOROLA REPRESENTATIVE(PRINT NAME) \_\_\_\_\_ PHONE \_\_\_\_\_

Company Name: Swift County Sheriff  
Contract Number: S00001023771  
Contract Modifier: RN02-NOV-16 12:51:38  
Contract Start Date: 01/01/2017  
Contract End Date: 12/31/2017

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

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

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

#### **Section 6. TIME AND PLACE OF SERVICE**

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

#### **Section 7. CUSTOMER CONTACT**

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

#### **Section 8. PAYMENT**

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

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. 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. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15. COVENANT NOT TO EMPLOY**

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

#### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers 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 Customers premises by Motorola at any time without restriction.

#### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. 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.

Revised Oct 15, 2015

Advanced Services  
Statement of Work  
Version 1.2

September 2016

**Table of Contents**

Advanced Services	3
Customer Support Plan (CSP)	3
Centralized Service Delivery	3
Field Service Delivery	4
Network Hardware Repair	4
Security Management Operations	5
Appendix A: Network Event Monitoring Statement of Work	6
Appendix B: Technical Support Statement of Work	12
Appendix C: Network Hardware Repair Statement of Work	17
Appendix D: Remote Security Patch Installation Statement of Work	20
Appendix E: OnSite Support Statement of Work	25
Appendix F: Annual Preventive Maintenance Statement of Work	29

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer (“Agreement”) and is subject to the terms and conditions set forth in the Agreement.

Advanced Services are Network Event Monitoring, Technical Support, Network Hardware Repair, Remote Security Patch Installation, OnSite Support and Annual Preventive Maintenance. Each of these services are summarized below and expanded upon in the appendices A, B, C, D, E and F. In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

### **Advanced Services**

Motorola’s Advanced Services are designed for customers who would benefit from Motorola’s support experience. Advanced Services are delivered through a combination of centralized resources within Motorola’s Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Advanced Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Advanced Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Advanced Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Advanced Services CSP and other portions of the Agreement.

### **Customer Support Plan (CSP)**

The Advanced Services Statement of Work summarizes Motorola’s delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Advanced Services SOW will be adapted to each Customer’s own environment and unique needs via the CSP.

The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Advanced Services SOW.

### **Centralized Service Delivery**

Network Event Monitoring provides for real time continuous event management for radio communications networks. The SSC Network Operations Center utilizes sophisticated tools for remote monitoring and event characterization of customer communications networks. When an event is detected, technologists acknowledge and assess the situation, and initiate a defined response. Appendix A contains the SOW for Network Event Monitoring.

Technical Support provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix B contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

### **Field Service Delivery**

Advanced Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer 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) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on pre-defined severity levels. Appendix E contains the SOW for Onsite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer's specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis. Appendix F contains the SOW for Annual Preventive Maintenance.

### **Network Hardware Repair**

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process. Appendix C contains the SOW for Network Hardware Repair.

Network Hardware Repair with Advanced Replacement is a purchasable option under which Motorola will provide Customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) as they are available in exchange for Customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. Customers who prefer to maintain their existing FRU inventory have an option to request a "Loaner" FRU while their unit is being repaired. If purchased, an appendix with the Network Hardware Repair with Advanced Replacement SOW will be included at the end of this document.

### **Security Management Operations**

Remote Security Patch Installation

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Once tested, Motorola posts the updates to a secured extranet website and sends an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates. Appendix D contains the SOW for Remote Security Patch Installation.

#### Security Monitoring

ASTRO 25 Security Monitoring is a purchasable solution that provides 24x7x365 monitoring of the radio network 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. If purchased, an appendix with the Security Monitoring SOW will be included at the end of this document.

#### My View Portal

MyView Portal is a web-based platform that provides a transparent, single source view of network maintenance and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

Event Monitoring Reports: See resolution status for incidents and notifications by severity level.

Technical Support: View case status details to compare them to committed response times.

OnSite Support: Observe case details by severity level and track the progress of onsite support issue resolution.

Annual Preventive Maintenance: Access the maintenance status for all sites and quickly identify actions needed to take to optimize system performance.

Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.

Security Patching: Receive automated patch downloads and status on completed updates.

Trending Reports: Access up to 13 months of historical data and system activity to analyze case management.

Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.

## Appendix A: Network Event Monitoring Statement of Work

Network Event Monitoring provides real-time fault monitoring for radio communications networks on a continuous basis. Network Event Monitoring utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, skilled technologists acknowledge and assess the situation, and initiate a defined response.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

### 1.0 Description of Network Event Monitoring Services

Network Event Monitoring is a service designed to monitor elements of a communication system for events, as set forth in the Monitored Elements Table. When the SSC detects an event, then, based on the severity of the event, trained technologists acknowledge and remotely diagnose the event and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via engagement of Technical Support resources, or initiating dispatch of a Field Servicer ("Servicer") for onsite remediation if required.

#### 1.1 Availability

Network Event Monitoring is available 24 hours a day, 7 days a week. Network Event Monitoring availability is based on the level of contracted service and defined in the Customer Support Plan (CSP).

#### 1.2 Geographic Availability

Network Event Monitoring is a globally provided service unless limited by data export control regulations. Timeframes are based on the customer's local time zone.

#### 1.3 Inclusions

Network Event Monitoring can be delivered on Motorola sold infrastructure as stated in the Monitored Elements Table.

#### 1.4 Limitations and Exclusions

- 1.4.1 Does not include monitoring of anything outside of the radio network or monitoring of infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the radio network and capable of sending traps to the Unified Event Manager (UEM).
- 1.4.2 Additional support charges above and beyond the contracted service agreement fees may apply if Motorola determines that system faults were caused by the customer making changes to critical system parameters.
- 1.4.3 The following activities are outside the scope of the Network Monitoring service, but are optional services that are available to remote Network Monitoring customers at an additional cost:
  - 1.4.3.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by SSC working remotely with the local customer technical resource.

- 1.4.3.2 System installations, upgrades, and expansions.
- 1.4.3.3 Customer training.
- 1.4.3.4 Hardware repair and/or exchange.
- 1.4.3.5 Network security services.
- 1.4.3.6 Network transport (WAN ports, WAN cloud, redundant paths).
- 1.4.3.7 Information Assurance.
- 1.4.3.8 Any services not expressly included in this statement of work.
- 1.4.4 Reference the event catalogue to confirm monitored equipment.

1.5 Motorola has the following responsibilities:

- 1.5.1. Provide dedicated connectivity through a network connection necessary for monitoring communication networks. The Connectivity Matrix further describes the connectivity options.
- 1.5.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 1.5.3 Verify connectivity and event monitoring prior to system acceptance or start date.
- 1.5.4 Monitor system continuously during hours designated in the CSP in accordance with the pre-defined times specified in section 1.6.2 below.
- 1.5.5 Remotely access the customer's system to perform remote diagnosis as permitted by customer pursuant to section 1.6.4.
- 1.5.6 Create a case, as necessary. Gather information to perform the following:
  - 1.5.6.1 Characterize the issue
  - 1.5.6.2 Determine a plan of action
  - 1.5.6.3 Assign and track the case to resolution.
- 1.5.7 Cooperate with customer to coordinate transition of monitoring responsibilities between Motorola and customer as specified in section 1.6.13 and 1.6.13.1.
- 1.5.8 Maintain communication as needed with the customer in the field until resolution of the case

1.6 The Customer has the following responsibilities:

- 1.6.2 Allow Motorola continuous remote access to enable the monitoring service.
- 1.6.3 Provide continuous utility service to any Motorola equipment installed or utilized at customer's premises to support delivery of the service. Customer acknowledges Risk of loss to any Equipment provided to Customer as part of the Services will reside with Customer upon delivery and will remain with Customer until Equipment is returned to Motorola or its authorized representative.
- 1.6.4 Provide Motorola with pre-defined customer information and preferences prior to Start Date necessary to complete the CSP, including, but not limited to:
  - 1.6.4.1 Case notification preferences and procedure
  - 1.6.4.2 Repair Verification Preference and procedure
  - 1.6.4.3 Database and escalation procedure forms.

- 
- 1.6.4.4 Submit changes in any information supplied to Motorola and included in the CSP to the CSM.
  - 1.6.5 Provide the following information when initiating a service request:
    - 1.6.5.1 Assigned system ID number
    - 1.6.5.2 Problem description and site location
    - 1.6.5.3 Other pertinent information requested by Motorola to open a Case.
  - 1.6.6 Notify the SSC when customer performs any activity that impacts the system. (Activity that impacts the system may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, or taking down part of the system to perform maintenance.)
  - 1.6.7 Allow Servicers access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.
  - 1.6.8 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
  - 1.6.9 Provide all customer managed passwords required to access the customer's system to Motorola upon request or when opening a case to request service support or enable response to a technical issue.
  - 1.6.10 Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that system faults were caused by the customer making changes to critical system parameters
  - 1.6.11 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the monitoring service.
  - 1.6.12 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.
  - 1.6.13 Contact Motorola to coordinate transition of monitoring when monitoring responsibility is to be transferred to or from Motorola. (I.e. normal business hours to after-hours monitoring) as set forth in pre-defined information provided by customer CSP.
    - 1.6.13.1 Upon contact, customer must provide customer name, site id, status on any open cases, severity level, and brief description of case and action plan to Motorola.
  - 1.6.14 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the [Event Definition table- Appendix A](#).
  - 1.6.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Event Monitoring.

## Engagement Matrix

The event types are based on the defined levels as follows:

Severity Level	Severity Definition	Engagement Times
1	<p>This is defined as a critical/major incident that causes the system and/or infrastructure to experience a loss of call processing functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> <li>○ 33% of call processing resources impaired</li> <li>○ Remote Site/sub-system severed</li> <li>○ Site Environment alarms:               <ul style="list-style-type: none"> <li>○ Smoke</li> <li>○ Unauthorized access</li> <li>○ Temperature</li> <li>○ Power failure</li> </ul> </li> </ul>	<p>Response provided 24 hours, 7 days a week, including US Holidays.</p>
2	<p>This is defined as a moderate/minor incident that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> <li>○ Less than 33% of call processing resources impaired</li> <li>○ Failure of a single redundant component</li> </ul>	<p>Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.</p>
3	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>○ Faults that have no impact in how the user perceives the system to work</li> <li>○ Intermittent issues</li> <li>○ Requests for information</li> </ul>	<p>Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.</p>

	<input type="radio"/> Preventive Maintenance or upgrade related work	
--	--	--

### Connectivity Matrix

Request connectivity 8 weeks in advance of service start date

System Type	Connectivity	Set up and Maintenance
ASTRO® 25	Internet VPN	Motorola
ASTRO® 25	T1	Motorola

### Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

**Monitored Elements Table**

Master Site Infrastructure	RF Site Equipment	Dispatch Site Equipment
Servers & Back up Servers	Channels	Consoles
MOSCAD (digital inputs & RS232 serial alarms)	MOSCAD (digital inputs & RS232 serial alarms)	AIS Servers
TRAK	RF Site Communication Path	Operator Position (OP)
Core LAN Switch	Switch	Motorola Gold Elite Gateway (MGEG)
Packet Data Gateway (PDG)	Site Controller	Call Processor
Radio Network Gateway (RNG)	Router	Logging Replay Station (only within the Radio Network Interface "RNI")
Zone Database Server (ZDS)	Gateway Router	Ambassador (AMB)
Gateway Router	Network Time Protocol (NTP)	Client Station
Controller – Zone & Domain	Firewall	Voice Processing Module (VPM)
Firewall Manager Servers	SmartX Site Converter (only the converter, not the legacy sites)	MCC 7500 IP Logging Recorders
Air Traffic Router (ATR)		MCC 7100 (only within the Radio Network Interface "RNI")
Unified Event Manager (UEM)		Conventional Channel Gateway (CCGW)
Zone Statistical Server (ZSS)		
Install Server		

*\*Some or all of the above equipment may be monitored depending on system configuration and need. Other equipment (not listed) may be monitored as an option, consult with your Customer Support Manager for details.*

## Appendix B: Technical Support Statement of Work

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

### 1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. Technical Support availability for severity 2, 3 and 4 incidents is outlined in the Severity Level Response Goals. Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed Severity Level Definitions stated in this document.

Motorola will track the progress of each case from initial capture to resolution. Motorola will advise and inform the customer of the case progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

### 1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. See Severity Level Definitions.

### 1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3<sup>rd</sup> party products.

### 1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.

1.4.2 Third party support for equipment not sold by Motorola.

1.4.3 System installations, upgrades, and expansions.

1.4.4 Customer training.

1.4.5 Hardware repair and/or exchange.

1.4.6 Network security services.

1.4.7 Network transport management.

1.4.8 Motorola services not included in this statement of work.

1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

1.5.1. Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Severity 1 support. Refer to Severity Level Response Time Goals for Severity 2, 3 and 4 response times.

1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the Severity Level Response Time Goals section of this document and the severity level defined in the Severity Level Definitions section of this document.

1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.

1.5.4. Maintain communication with the customer in the field as needed until resolution of the case

1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.

1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.

1.5.7. Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6. The Customer has the following responsibilities:

1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).

1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.

1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.

- 1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.
- 1.6.6. Validate issue resolution prior to close of the case in a timely manner.
- 1.6.7. Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Severity Level Definitions and in the Severity Level Response Time Goals section in this document.
- 1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support
- 1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

## 1.7 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
<b>Severity 1</b>	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> <li>• 33% of call processing resources impaired</li> <li>• Site Environment alarms:               <ul style="list-style-type: none"> <li>○ Smoke,</li> <li>○ Unauthorized access</li> <li>○ Temperature</li> <li>○ Power failure</li> </ul> </li> </ul>
<b>Severity 2</b>	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services consist of: Voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> <li>○ Less than 33% of call processing resources impaired</li> <li>○ Failure of a single redundant component</li> </ul>
<b>Severity 3</b>	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>○ Intermittent faults that are infrequent and minor impact to core services</li> <li>○ Statistical reporting problems</li> </ul>
<b>Severity 4</b>	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>○ Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user.</li> <li>○ Faults that have no impact in how the user perceives the system to work.</li> <li>○ Cosmetic issues.</li> <li>○ Requests for information.</li> </ul>

### 1.8 Severity Level Response Goals

The response times are based on the defined severity levels as follows:

Severity Level	Response Time
<b>Severity 1</b>	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
<b>Severity 2</b>	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
<b>Severity 3</b>	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
<b>Severity 4</b>	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

## Appendix C: Network Hardware Repair Statement of Work

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

### 1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

### 1.2 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at <https://businessonline.motorolasolutions.com>, under Repair Status/Submit Infrastructure RA.

### 1.3 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

### 1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair:

- 1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.4.2. All Third party infrastructure hardware over two (2) years from product cancellation date.
- 1.4.3 All Broadband infrastructure over three (3) years from product cancellation date
- 1.4.4 Physically damaged infrastructure.
- 1.4.5 Third party equipment not shipped by Motorola
- 1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.4.7 Video retrieval from Digital In-Car Video equipment.
- 1.4.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave<sup>1</sup>, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS<sup>1</sup>
- 1.4.9 Test equipment.
- 1.4.10. Racks, furniture and cabinets.
- 1.4.11. Firmware and/or software upgrades.

<sup>1</sup> Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Note! Excludes batteries and on-site services

- 1.5 Motorola has the following responsibilities:
- 1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.
  - 1.5.2 Provide repair return authorization numbers when requested by Customer.
  - 1.5.3 Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.
  - 1.5.4 Perform the following service on Motorola infrastructure:
    - 1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.
    - 1.5.4.2 Replace malfunctioning Field Replacement Units (FRU) or components.
    - 1.5.4.3 Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.
    - 1.5.4.4 Perform a box unit test on all serviced infrastructure.
    - 1.5.4.5 Perform a system test on select infrastructure.
  - 1.5.5 Provide the following service on select third party infrastructure:
    - 1.5.5.1 Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
    - 1.5.5.2 Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.
    - 1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
    - 1.5.5.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.
    - 1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.
    - 1.5.5.6 Properly package repaired infrastructure.
    - 1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.
- 1.6 The Customer has the following responsibilities:
- 1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.

1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.

1.6.3 Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.

1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.6.5 Provide customer purchase order number to secure payment for any costs described herein.

1.6.6 Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition.

1.6.6.1 Clearly print the return authorization number on the outside of the packaging.

1.6.7 Maintain versions and configurations for software/applications and firmware to install repaired equipment.

1.6.8 Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.

1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

1.6.10 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

## Appendix D: Remote Security Patch Installation Statement of Work

To verify compatibility with your ASTRO 25 system, Motorola's Remote Security Patch Installation provides pre-tested 3<sup>rd</sup> party software (SW) security updates.

In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party" or together as "Parties"

### 1.1 Description of Remote Security Patch Installation

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these OEM vendor supported updates on a quarterly basis.

### 1.2 Connectivity

To accommodate remote installation of security updates, a connection is required from Motorola to the customer ASTRO 25 network. There are two different options. 1) T1 line purchased and maintained by Motorola, or 2) The customer internet connection is used and a Virtual Private Network (VPN) is established between Motorola and the ASTRO 25 network. Since this relies on the customer internet connection, the customer is responsible for the availability of the connection.

Along with the connection itself, Motorola supplied hardware is required to be deployed to the customer premises on the ASTRO 25 network. Motorola shall load software, configure, and ship the hardware to the customer supplied contact for installation. This hardware and its maintenance is part of the connectivity service.

ASTRO 25 connectivity is ordered separately from Remote Security Patch Installation and has a separate statement of work. See that SOW for more detail on terms of the connection.

If connectivity is already established for a different service such as network or security monitoring then the same connection can be used for Remote Security Patch Installation. There is no need for a separate connection to be established.

### 1.3 Security Update Installation

Motorola shall push the tested security updates over the established connection. The timing and coordination with the customer of each update depends on the updates themselves. Motorola requires IP connectivity to all elements that are in scope for patching. If IP connectivity from

Motorola is not available then those elements will not be considered for remote patching and will require alternative arrangements outside of the scope of this statement of work.

#### 1.3.1 Antimalware Signature Update Installation

Antimalware signature updates are released often, but Motorola collects and tests them on a weekly basis. The updates are non-intrusive (for example, no reboots or manual configuration changes are required) and automatically implemented. Therefore, antimalware signature updates will be pushed within a week of testing without Customer coordination. An email will be sent to inform the Customer that the signatures have been updated.

#### 1.3.2 Microsoft Windows Security Update Installation

Microsoft typically releases security updates every second Tuesday of the month (aka "Patch Tuesday"); however, selected security updates are sometimes released on other days, and it is possible that no security updates are released during a month. Security updates for some 3rd party Windows software (Non-Motorola and non-Microsoft applications that run on Windows, such as Adobe Reader and Flash) are also released on Patch Tuesday. The most recent Windows and 3rd party Windows security updates available will be acquired by Motorola on each Patch Tuesday. These patch security updates require at least one week for incorporation into the offering and a minimum of 36 hours for testing in the Motorola vetting labs, after which security updates with no issues are then released. Patches may be held back at the discretion of Motorola if they are found to cause any problems to features, performance or functionality and will only be released when the issues are fully resolved.

It is important to understand that it is often the case that after security updates are installed, Microsoft requires the patched computer to be rebooted before the security updates take full effect and vulnerabilities are mitigated. The clients include dispatch consoles and there is no way for Motorola to know when it is safe to reboot. The customer must reboot at a time chosen by them so as to not impact operations.

Once the security updates are vetted, Motorola will start pushing the updates to the customer without customer coordination or notification. An email will be sent requesting that the clients be rebooted. It is the customer's responsibility to reboot all of the clients before the next set update is sent. When preparing for the next month's push of security updates, Motorola will first scan to verify all of the previous updates were implemented and if any computer has not been rebooted. Motorola will send an email requesting that the remaining computers be rebooted before any new updates are pushed.

#### 1.3.3 Microsoft Windows Security Updates Outside ASTRO 25 Firewalls

Connections to other networks (from now on referred to as Customer Enterprise Network, or CEN) must be delineated by firewalls. All updates deployed by Remote Security Patch Installation are specific to equipment inside the ASTRO 25 Radio Network with only the following exceptions: Key Management Facility (KMF), Text messaging Services (TMS) and advanced Messaging Services (AMS) and MCC 7100 consoles. In these exceptions, the customer has a choice of including these machines in the Remote Security Patch Installation service, or including them in their own IT security patch procedures.

The KMF, TMS, and AMS are all outside the firewall (relative to the Radio Network) and therefore updates require that the firewall be opened. The default for Remote Remote Security Patch Installation is that these functions are included.

The MCC 7100 console may be directly on the radio network or in the CEN. Any MCC 7100 on the radio network would simply be included in the standard Remote Security Patch Installation offering. However, the MCC 7100 may also be located in the CEN and connected

through a VPN to a firewall at a dispatch location. In this case, the default for Remote Security Patch Installation is to not update these consoles.

If the customer requires inclusion for the CEN based MCC 7100 consoles, then they must contact their Customer Service Manager and make a formal request. They must also consent to allow Motorola to open the firewall to allow access for updates.

#### 1.3.4 Quarterly Security Update Installation

The quarterly patch updates are for Solaris and Red Hat Linux (RHEL) operating systems, and VMWare ESXi hypervisor (virtualization). They are tested and released on a quarterly basis, at end of March, June, September, and December. Motorola will schedule installation of the updates with the customer in the first weeks of the following quarter. Motorola will send the customer an ITIL with details on the upgrade and scheduling for each of the events.

These updates are intrusive and require customer coordination. Examples of how they affect the customer include reboots to implement the patches and rolling (switching from one zone controller to the other) of the zone controllers. Systems with redundant zone controllers (L2, M2, M3) have low downtime (minutes) as the zone controllers are rolled, but systems with single zone controllers (L1, M1) will be down for longer periods. During these times, the system will be in "Site trunking" mode. It is up to the customer to understand the operational impacts and to coordinate these events with users.

This effort will be done during standard business hours, or 8am to 5pm CST. Customers requesting that downtime be during non-standard hours must submit an official request through their CSM. The ITIL will show work being done during standard hours such as prep work, downloading of the patches to memory, etc and the actual reboots or ZC rollover will be initiated when requested. Additional remote work will proceed the next day during standard hours.

Motorola System Enhancement Releases ("SERs") and Field Service Bulletins ("FSB's) are not part of this service. However in some instances, these fixes must be done to allow the latest security patches. If it is possible for the specific required FSB to be installed remotely, then Motorola will include it as part of Remote Security Patch Installation. Otherwise, Motorola will communicate this to the customer and the patches that cannot be delivered. The Customer and their CSM will determine how to get the SER or FSB installed. Once the SER or FSB appears on the system, Remote Security Patch Installation will then install the affected patches.

For minimal downtime and to avoid redundant efforts, the customer should coordinate any maintenance or other updates such as FSB's and SER's with Motorola.

#### 1.4 Scope

Remote Security Patch Installation supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support five (5) releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

Remote Security Patch Installation is available for any L or M core system in a supported release. Remote Security Patch Installation is not available for K cores.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates

for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, Genesis, WAVE and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

1.5 Motorola has the following responsibilities:

1.5.1 Obtain relevant third party software (“SW”) security updates as made available from the OEM’s. This includes antivirus definition updates, operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Remote Security Patch Installation. Motorola does not control when these updates are released, but as much as possible vet the updates on this schedule:

McAfee Antivirus definitions– Weekly

Windows OS updates – Monthly

Solaris, RHEL OS, VMware ESXi updates – Quarterly

1.5.2 Each assessment of relevant third party SW will take at least one week to incorporate the security updates into the Remote Security Patch service and 36 additional hours of examination time to evaluate the impact each update has on the system.

1.5.3 Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.

1.5.4 Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola’s site.

1.5.5 Pre-test STIG recommended remediation when applicable.

1.5.6 Release all tested updates to Motorola’s secure extranet site.

1.5.7 Coordinate updates with customer as outlined in section 1.

1.5.8 In the event that no updates are released by the OEM’s during the usual time period, Motorola will send a notice that no new patches were sent.

1.5.9 Notify customer of update releases by email.

1.5.10 A supported Remote Security Patch Installation ASTRO 25 release matrix will be kept on the extranet site for reference.

1.6 The Customer has the following responsibilities:

1.6.1 This service requires connectivity from Motorola to the customer’s ASTRO 25 system. This connectivity must be established prior to service start.

1.6.2 Maintain IP connectivity from Motorola to all elements in the system that require remote patching.

1.6.3 Provide Motorola with pre-defined information (customer contacts, system information, etc) prior to contract start date necessary to complete a Customer Support Plan (CSP).

- 1.6.4 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.6.5 Upgrade system to a supported system release as necessary to continue service.
- 1.6.6 Refrain from making uncertified changes of any type to the system.
- 1.6.7 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.
- 1.6.8 Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.
- 1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.
- 1.6.10 Upon successful installation of patches on windows clients (e.g. Dispatch Ops Position, NM Client, etc.) and receiving notification indicating the task has been successfully executed by Motorola, affected computers must be rebooted by the customer within 72 hours.
- 1.6.11 Understand downtime implications associated with reboots and patch activities and internally coordinate with users as necessary.

#### 1.7 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3<sup>rd</sup> party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

## Appendix E: OnSite Support Statement of Work

Motorola's OnSite Support service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

### 1.0 Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Severity Levels set forth in Severity Level Definitions table and Response times set forth in Severity Level Response Time Goals table in order to restore the system.

Motorola will provide case management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and case closure. The SSC will continuously track and manage cases from creation to close through an automated case tracking process.

#### 1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with Severity Level Definitions and Severity Level Response Time Goals tables.

#### 1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

### 2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create a case as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the case to resolution.
- 2.3. Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary case information.
- 2.4. Provide the required personnel access to relevant customer information as needed.
- 2.5. Servicer will perform the following on-site:
- 2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
- 2.7. Replace defective Infrastructure or FRU, as supplied by customer.
- 2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
- 2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
- 2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the case will be closed and the Servicer will be released.
- 2.11. Escalate the case to the appropriate party upon expiration of a response time.

- 2.12. Close the case upon receiving notification from customer or servicer, indicating the case is resolved.
  - 2.13. Notify customer of case status as defined by the Customer Support Plan:
    - 2.13.1 Open and closed; or
    - 2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
  - 2.14. Provide Case activity reports to customer if requested.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact Motorola, as necessary, to request service.
  - 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
    - 3.2.1. Case notification preferences and procedure.
    - 3.2.2. Repair verification preference and procedure.
    - 3.2.3. Database and escalation procedure forms.
    - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
  - 3.3. Provide the following information when initiating a service request:
    - 3.3.1. Assigned system ID number.
    - 3.3.2. Problem description and site location.
    - 3.3.3. Other pertinent information requested by Motorola to open a case.
  - 3.4. Allow Servicers access to equipment.
  - 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.
  - 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
  - 3.7. Maintain and store in an easily accessible location proper system backups.
  - 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
  - 3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.
- 3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

#### 4.0 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>● 33% of call processing resources impaired</li> <li>● Site Environment alarms:               <ul style="list-style-type: none"> <li>○ Smoke</li> <li>○ Unauthorized access</li> <li>○ Temperature</li> <li>○ Power failure</li> </ul> </li> </ul>
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services are voice, data or network management).</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>● Less than 33% of call processing resources impaired</li> <li>● Failure of a single redundant component</li> </ul>
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>● Intermittent faults that are infrequent and minor impact to core services</li> <li>● Statistical reporting problems</li> </ul>
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>● Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user.</li> <li>● Faults that have no impact in how the user perceives the system to work.</li> <li>● Cosmetic issues.</li> <li>● Requests for information.</li> <li>● Preventive Maintenance</li> </ul>

## 5.0 Severity Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Severity Level	Standard Response Time
Severity 1*	Within 4 hours from receipt of notification continuously
Severity 2	Within 4 hours from receipt of notification Standard Business Day
Severity 3	Within 8 hours from receipt of notification Standard Business Day
Severity 4	Within 12 hours from receipt of notification Standard Business Day

\* Premier Response is an option that can be purchased, it provides a 2-hour response time for severity 1 issues.

## Appendix F: Annual Preventive Maintenance Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide an annual operational test and alignment, on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

### 1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, Motorola will provide an additional quotation. Customer is responsible for any charges associated with unusual access requirements or expenses.

### 1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated third party products per the level of service as defined in Table 1: PM Tasks Performed.

### 1.3 Limitations and Exclusions

Unless specifically described in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, but are optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- 1.3.1. Emergency on-site visits required to resolve technical issues.
- 1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
- 1.3.3. System installations, upgrades, and expansions.
- 1.3.4. Customer training.
- 1.3.5. Hardware repair and/or exchange.
- 1.3.6. Network security services.
- 1.3.7. Network transport.
- 1.3.8. Information Assurance.
- 1.3.9. Motorola services not included in this statement of work.
- 1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
- 1.3.11. Tower mapping analysis or tower structure analysis

### 1.4 Motorola has the following responsibilities:

- 1.4.1 Notify the customer of any planned system downtime needed to perform this Service.
- 1.4.2 Advise customer of any issue that requires immediate attention.
- 1.4.3 Maintain communication with the customer as needed until completion ("resolution" implies a problem is being fixed) of the Annual Preventive Maintenance.

- 1.4.4 Determine, in its sole discretion, when a case requires more than the Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
- 1.4.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment TBD.
- 1.4.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.

1.5 The Customer has the following responsibilities:

- 1.5.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.
- 1.5.2 Authorize and acknowledge any scheduled system downtime.
- 1.5.3 Maintain periodic backup of databases, software applications, and firmware.
- 1.5.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
- 1.5.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.5.6 Provide site escorts in a timely manner if required.
- 1.5.7 Provide Motorola with requirements necessary for access to secure facilities.
- 1.5.8 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

Table 1: PM Tasks Performed

<b>MASTER SITE CHECKLIST</b>	
<b>SERVERS</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.
<b>ROUTERS</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
<b>SWITCHES</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
<b>DOMAIN CONTROLLERS</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
<b>FIREWALLS</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
<b>LOGGING EQUIPMENT</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.
<b>MISCELLANEOUS EQUIPMENT</b>	

Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.

## PRIME SITE CHECKLIST

SOFTWARE	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
MISCELLANEOUS EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
COMPARATORS	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

## DISPATCH SITE CHECKLIST

GENERAL	
Inspect all Cables	Inspect all cables/connections to external interfaces are secure
Mouse and Keyboard	Verify operation of mouse and keyboard
Configuration File	Verify each operator position has access to required configuration files
Console Op Time	Verify console op time is consistent across all ops
Screensaver	Verify screensaver set as customer prefers

Screen Performance	Verify screen operational/performance
Touchscreen	Verify touchscreen operation (if applicable)
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"
DVD/CD	Verify / clean DVD or CD drive
<b>HEADSET UNPLUGGED TESTING</b>	
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).
<b>OTHER TESTS</b>	
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)
Desk Microphone Operation	Confirm desk mic operation (if applicable)
Radio IRR Operation	Verify radio IRR operational (if applicable)
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable)
Recording	Verify operator position being recorded on long term logging recorder (if applicable)
<b>COMPUTER PERFORMANCE TESTING</b>	
Computer Reboot	Reboot op position computer
Computer Operational	Confirm client computer is fully operational (if applicable)
<b>AUDIO TESTING</b>	
Audio Levels and Quality	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
<b>EQUIPMENT ROOM TESTS</b>	
Recording - AIS Test	Verify audio logging of trunked calls

Recording	Test op position logging on analog recorder (with customer assistance)
System Alarms	Review alarm system on all equipment for errors
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

## RF SITE CHECKLIST

Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking)	Roll site controllers with no dropped audio.
GTR 8000 Results Sheet	Complete GTR tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx.

## MOSCAD CHECKLIST

### MOSCAD SERVER

Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

### MOSCAD CLIENT

Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.

Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
<b>MOSCAD RTU's</b>	
Equipment Alarms	Verify no warning/alarm indicators.
Verify Connectivity	Verify Connectivity

## FACILITIES CHECKLIST

### VISUAL INSPECTION EXTERIOR

ASR Sign	Verify that the ASR sign is posted.
Warning Sign - Tower	Verify warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting/photocell.
Exterior of Building	Check exterior of building for damage/disrepair.
Fences / Gates	Check fences/gates for damage/disrepair.
Landscape / Access Road	Check landscape/access road for accessibility.

### VISUAL INSPECTION INTERIOR

Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

### UPS

Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.
--	---

### GENERATOR

Visual Inspection	Verify, check panel housing, cracks, rust and whethereing. Physical connections, corrosion, dirt/dust, etc.
-------------------	---

Fuel	Verify fuel levels in back up generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.
<b>HVAC</b>	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt
Outdoor Unit	Check that outdoor unit is unobstructed
Wiring	Wiring (insect/rodent damage)
Cooling / Heating	Check each HVAC unit for cooling/heating

## MICROWAVE CHECKLIST

### RADIO

Alarms	Check alarm / event history
Software	Verify version of application
TX Frequency	Verify transmit frequency
TX Power	Verify transmit power
RX Frequency	Verify receive frequency
RX Signal Level	Verify receive signal level and compare with install baseline documentation
Save configuration	Save current configuration for off site storage
Backhaul Validation	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.

### WAVEGUIDE

Visual Inspection	Inspect for wear or dents (from ground using binoculars).
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).

### DEHYDRATOR

Visual Inspection	Inspect moisture window for proper color
Pressure Verification	Verify pressure of all lines
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes
Run Hours	Record number of hours ran

## TOWER CHECKLIST

<b>STRUCTURE CONDITION</b>	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
<b>TOWER LIGHTING</b>	
Lights/Markers	Verify all lights/markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.
<b>ANTENNAS AND LINES</b>	
Antennas	Visually inspect antennas for physical damage (from ground using binoculars).
Transmission Lines	Verify that all transmission lines are secure on the tower.
<b>GROUNDING</b>	
Structure Grounds	Inspect grounding for damage or corrosion
<b>GUY WIRES</b>	
Tower Guys	Check guy wires for fraying and tension.
Guy Wire Hardware	Check hardware for rust.
<b>CONCRETE CONDITION</b>	
Tower Base	Check for chips or cracks.

## Appendix G: Network Hardware Repair with Advanced Replacement Overview

Network Hardware Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to the [Advanced Exchange or Loaner Decision Process flowchart](#) for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

### 1.0 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

#### 1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: <https://businessonline.motorolasolutions.com>

#### 1.2 Inclusions

Network Hardware Repair with Advanced Replacement is available on Motorola sold infrastructure including integrated 3<sup>rd</sup> party products. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

#### 1.3 Exclusions

If infrastructure is no longer supported by either Motorola, the original equipment manufacturer or a third party vendor, as applicable Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair with Advanced Replacement:

- 1.3.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.3.2. All third party infrastructure hardware over three (3) years from product cancellation date.
- 1.3.3 All broadband infrastructure three (3) years from product cancellation date
- 1.3.4 Physically damaged infrastructure.
- 1.3.5 Third party equipment not shipped by Motorola.

- 1.3.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.3.7 Video retrieval from digital in-car video equipment.
- 1.3.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave<sup>1</sup>, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS<sup>1</sup>
- 1.3.9 Test equipment.
- 1.3.10. Racks, furniture and cabinets.
- 1.3.11. Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.
- 1.3.11. Firmware and/or software upgrades.

<sup>1</sup> Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

#### **1.4 Motorola has the following responsibilities:**

- 1.4.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.
- 1.4.2. Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- 1.4.3. Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.
- 1.4.4. Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.
- 1.4.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.
  - 1.4.5.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible depending on stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.
  - 1.4.5.2. When sending the advanced replacement FRU to customer, provide a return air bill in order for customer to return the customer's malfunctioning FRU. The customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.
  - 1.4.5.3. When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to Advanced

Exchange or Loaner Decision Process flowchart for the loaner process and Shipping Charges for shipping charge detail.

- 1.4.6. Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.
- 1.4.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.
- 1.4.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock
- 1.4.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.
- 1.4.10. Perform the following service on Motorola infrastructure:
  - 1.4.10.1. Perform an operational check on the infrastructure to determine the nature of the problem.
  - 1.4.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.
  - 1.4.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable
  - 1.4.10.4. Perform a box unit test on all serviced infrastructure.
  - 1.4.10.5. Perform a system test on select infrastructure.
- 1.4.11. Provide the following service on select third party infrastructure:
  - 1.4.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
  - 1.4.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.
  - 1.4.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
  - 1.4.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.
- 1.4.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

**1.5 The Customer has the following responsibilities:**

1.5.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.

1.5.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.

1.5.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

1.5.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.5.5 Provide customer purchase order number to secure payment for any costs described herein.

1.5.6. Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See Shipping Charges.

1.5.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives undamaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.

1.5.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.

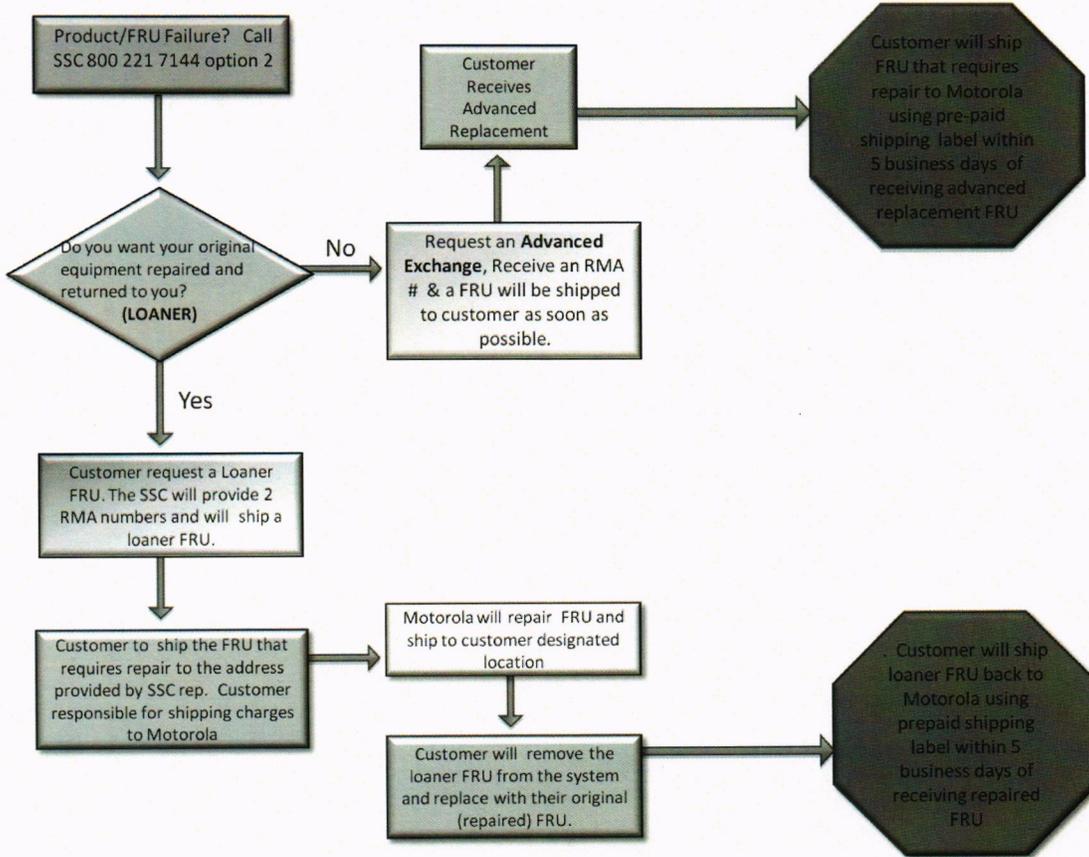
1.5.9. For Infrastructure and/or third party infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.

1.5.10. Clearly print the return authorization number on the outside of the packaging.

1.5.11. Maintain information of software/applications and firmware for re-loading of infrastructure.

1.5.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

Advanced Exchange or Loaner Decision Process:



## Shipping Charges:

<b>Service</b>	<b>Advanced Replacement Contract Shipping Charges</b>
Exchanges (Outbound to customer)	Motorola
Exchanges or Loaners Next Flight Out (Outbound to customer)	Customer
Exchanges or Loaners Non-Motorola carrier * (Outbound to customer )	Customer
Exchanges (Inbound to Motorola)	Motorola
Loaner (Outbound to customer)	Motorola
Loaner Repair (Inbound to Motorola)	Customer
Loaner Repair & Return (Outbound to customer)	Motorola
Loaner Installation (OnSite Servicer)	Customer

\*Motorola shipping carriers – FedEx and DHL

## Appendix G: Security Monitoring Service Overview

Motorola's Security Monitoring Services includes anti-malware monitoring and authentication log monitoring. There are also options for firewall monitoring, intrusion detection system (IDS) monitoring, and ASTRO 25 system log monitoring.

Motorola's ASTRO 25 Security Monitoring is a complete solution that provides peace of mind and reduces the risk that your network availability will be impacted by a security threat. The solution includes 24x7x365 monitoring of the radio network security elements by experienced, 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.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party" or together as "Parties"

### 1. Description of Security Monitoring Services

#### 1.1. Anti-malware Monitoring

ASTRO 25 comes installed with Anti-malware software ("SW"). Security Monitoring will verify that malware definition updates, as provided by the Anti-malware OEM, are installed and running. The anti-malware SW is monitored for activity such as deletion, quarantine, and alerting of suspicious SW.

#### 1.2. Authentication Monitoring

**1.2.1.** Active directory (including domain Linux and RADIUS) and two-factor authentication log-ins are monitored.

**1.3.** Firewall Monitoring – The ASTRO 25 system potentially has several firewall options. See Table 1 in the addendum for a list. In any of these firewall applications, Motorola provisions and deploys the firewalls with the ASTRO 25 system. Motorola will monitor each one that has the firewall monitoring option.

**1.4.** IDS (Intrusion Detection System) Monitoring. An IDS is an option to ASTRO 25 that may be deployed between the ASTRO 25 firewall and the CEN.

#### 1.5. Centralized Log Monitoring

ASTRO 25 has an option that provides the ability to forward device syslogs to a single virtual server called Centralized Syslog Server. This allows monitoring of Linux components for authentication events.

### 2. Scope

The Motorola Secure Operations Center (SOC) consists of highly trained and experienced security specialists. When an event is detected, the technologists will run remote diagnostics and initiate an appropriate response. This response could involve: continuing to monitor the event for further development, attempting to remotely restore the system, or opening of a case for dispatch of a field servicer (“Servicer”).

3. Motorola Responsibilities:

- 3.1. Provide, maintain, and replace when necessary, hardware (“HW”) and SW required to monitor ASTRO 25 security elements. HW may include a firewall, router, or physical server. SW may include virtual servers either on the ASTRO 25 core or a separate physical server, related OS, SIEM collectors, and SW that allows distribution of updates and remote diagnostics.
- 3.2. Verify connectivity and monitoring is active prior to system acceptance or start date.
- 3.3. Coordinate with customer to maintain Motorola service authentication credentials.
- 3.4. Maintain properly trained and accredited technicians. Monitor the customer’s system 24/7/365 for malicious or unusual activity.
- 3.5. Reports are posted to the SSC quality webpage. Contact your CSM for access.

4. The Customer has the following responsibilities:

- 4.1. Security Monitoring requires a connection from the customer’s ASTRO 25 system to Motorola’s SOC in Schaumburg. Motorola offers either a T1 option or a Virtual Private Network (VPN) option through a customer supplied internet connection.
- 4.2. Allow Motorola continuous remote access to monitor the ASTRO 25 system. This includes keeping the connection plugged-in, providing passwords, and working with Motorola to understand and maintain proper administration privileges.
- 4.3. Provide continuous utility service to any Motorola equipment installed or utilized at the customer’s premises to support delivery of this service.
- 4.4. Provide customer contact information necessary to complete the Customer Support Plan. Notify your CSM within 2 weeks of any contact changes.
- 4.5. As necessary, upgrade the ASTRO 25 system to supported releases.
- 4.6. Allow Motorola dispatched-servicers physical access to the equipment when required.
- 4.7. Comply with the terms of the applicable software license agreements between Customer and Motorola and the non-Motorola software copyright owners.
- 4.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.
- 4.9. Obtain at Customer’s cost all third party consents or licenses required to enable Motorola to provide the Services.

5. Disclaimer

Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

### Addendum

#### Potential ASTRO 25 Firewalls

CNI	Customer Network Interface. This firewall separates the ASTRO 25 Radio Network from the customer's IT network (often referred to as the CEN or Customer Enterprise network). There are single and redundant (high-availability) options for the CNI, the redundant option meaning there are two firewalls. Both firewalls must be monitored in the redundant case.
DSR	Dynamic System Resilience. This is an ASTRO 25 option where a geographically separated backup master site is implemented as a "hot-standby" in case of disaster at the primary. This option potentially doubles the number of firewalls in the system.
ZCP	Zone Core Protection. This ASTRO 25 option places firewalls at the master site where the RF and console sites connect. This protects the core from attack from a compromised site and propagation of the attack to the other sites. There are always 2 firewalls in this option for redundancy.
TI	Telephone Interconnect. This ASTRO 25 option allows calls to be made to/from ASTRO 25 subscribers. A firewall is required to protect the RNI from the telephone connection. One firewall may serve the dual purpose of the TI and ISSI interface.
ISSI	Inter RF Subsystem Interface. This option allows connectivity to a separate system. The original intent of this option was to connect to another P25 system supplied by either Motorola or any other P25 compliant vendor. This standard has since been used to allow connection to non-P25 systems through additional interfaces such as WAVE. In any case, a firewall is necessary to protect the RNI from this connection.
MCC 7100	The MCC 7100 dispatch console may be configured such that it can connect via Virtual Private Network (VPN) through an internet connection. A firewall is required to terminate on the ASTRO 25 side of that connection. This firewall may be physically located at either a console site or the master site and there may be multiple firewalls for this purpose.
Custom	Some customers may opt to install their own firewalls and want them monitored, most commonly at console sites. The customer will have to work with Motorola to determine if and how custom firewalls can be monitored. Additional charges may apply.



# Request for Board Action

BOARD MEETING DATE:  
December 20, 2016

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Janice Fransen	REQUESTOR PHONE: 320-314-8399
---	------------------------------	----------------------------------

### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Review the final 2017 Budgets and Levies for the County, HRA, and RDA and consider the following actions: <ol style="list-style-type: none"> <li>1. Consider approving a resolution on the 2017 Budget and Levy for the County</li> <li>2. Consider approving a resolution on the 2017 Budget and Levy for the HRA</li> <li>3. Consider approving a resolution on the 2017 Budget and Levy for the RDA</li> </ol>													
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No												
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: The County Board is required to approve final levies and budgets prior to December 30.												
BACKGROUND/JUSTIFICATION: <p>The attached budget is substantially similar to the preliminary budget approved by the board in September. The proposed levy has not changed. However, some adjustments have been made in the Sheriff and Jail budgets. The Sheriff will need to add jail staff due to DOC regulations that require designated jail staff be on duty 24/7 when there are five or more inmates. He had applied for a variance, but it was denied. Because of the added jail staff, the additional patrol deputy that had been requested has been removed from the budget. In-squad and body cameras have been added to the Sheriff's equipment budget, and one squad car replacement has been deferred to off-set that cost. The net effect of all these changes is (\$4,500). No changes were made to the levy.</p> <p>The overall final net levy increase between 2016 and 2017 is 4.3%. The proposed 2017 budget contains revenues of \$24,811,217 and expenditures of \$24,635,544. Of the \$24,811,217 in revenue, \$10,232,746 is proposed in property taxes and \$187,950 is expected in County Program Aids (CPA) for a total 2017 levy of \$10,382,921. The remaining revenues are from user fees, federal &amp; state reimbursements, and the solid waste assessment. The 2017 levy is proposed to be distributed as follows:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td>Revenue</td> <td style="text-align: right;">\$ 5,535,709</td> </tr> <tr> <td>Road and Bridge</td> <td style="text-align: right;">\$ 1,905,027</td> </tr> <tr> <td>Human Services</td> <td style="text-align: right;">\$ 2,814,375</td> </tr> <tr> <td>Library</td> <td style="text-align: right;">\$ 127,810</td> </tr> <tr> <td>Solid Waste</td> <td style="text-align: right;">\$ 0</td> </tr> <tr> <td><b>Total Final Gross Levy</b></td> <td style="text-align: right;"><b>\$ 10,382,921</b></td> </tr> </table> <p>The RDA levy is proposed to be \$97,000 in 2017 while the HRA is proposed to be \$70,000.</p>		Revenue	\$ 5,535,709	Road and Bridge	\$ 1,905,027	Human Services	\$ 2,814,375	Library	\$ 127,810	Solid Waste	\$ 0	<b>Total Final Gross Levy</b>	<b>\$ 10,382,921</b>
Revenue	\$ 5,535,709												
Road and Bridge	\$ 1,905,027												
Human Services	\$ 2,814,375												
Library	\$ 127,810												
Solid Waste	\$ 0												
<b>Total Final Gross Levy</b>	<b>\$ 10,382,921</b>												
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None													

### Budget Information

FUNDING: These actions set the 2017 final budget and levies for the County, HRA, and RDA.
---

## Review/Recommendation

COUNTY ATTORNEY: <b>Danielle Olson</b>	COUNTY ADMINISTRATOR: <b>Janice Fransen</b>
RECOMMENDATIONS: <b>Was not submitted for review</b>	RECOMMENDATIONS: <b>Approve</b>
COMMENTS: <b>n/a</b>	COMMENTS: <b>None</b>

Approved 2017 Final Budget

Changes between the September 20TH Approved Preliminary Budget and the December 20TH Final Budget

Account Number	Description	Sept 20 Preliminary Budget	Dec 20 Final Budget	Change	Notes
<b>Sheriff</b>					
01-200-000-0000-6110	Regular Salaries & Wages	565,200	519,910	(45,290)	Eliminate new Deputy position in 2017
01-200-000-0000-6151	Employer Health Insurance	113,550	106,213	(7,337)	Eliminate new Deputy position in 2018
01-200-000-0000-6152	Employer Life Insurance	10,170	9,513	(657)	Eliminate new Deputy position in 2019
01-200-000-0000-6161	Employer Pera	159,626	140,810	(18,816)	Eliminate new Deputy position in 2020
01-200-000-0000-6172	Employer Medicare	1,840	1,660	(180)	Eliminate new Deputy position in 2021
01-200-000-0000-6602	Vehicle Purchase	120,000	80,000	(40,000)	Defer purchase of one squad car
01-200-000-0000-6603	Furniture and Equipment Purchase	40,000	113,000	73,000	Add in-squad & body cameras
<b>Jail</b>					
01-205-000-0000-6110	Salaries & Wages - Permanent	363,700	384,060	20,360	Add new CCO position (June 2017)
01-205-000-0000-6151	Employer Health Insurance	31,830	42,806	10,976	Add new CCO position (June 2017)
01-205-000-0000-6152	Employer Life Insurance	22,550	22,655	105	Add new CCO position (June 2017)
01-205-000-0000-6161	Employer Pera	5,280	7,062	1,782	Add new CCO position (June 2017)
01-205-000-0000-6171	Employer Fica	122,374	123,636	1,262	Add new CCO position (June 2017)
01-205-000-0000-6172	Employer Medicare	1,460	1,755	295	Add new CCO position (June 2017)
	<b>Net Totals</b>	<b>1,557,580</b>	<b>1,553,080</b>	<b>(4,500)</b>	

**RESOLUTION  
ADOPTING FINAL SWIFT COUNTY  
2017 BUDGET & LEVY**

Motion by Commissioner \_\_\_\_\_

Seconded by Commissioner \_\_\_\_\_

WHEREAS, pursuant to statute and rule of the Minnesota Department of Revenue, the County's 2017 Final Budget and Levy must be adopted by December 30, 2016; and

WHEREAS, the Swift County Board of Commissioner held its Truth-In-Taxation Public Hearing on November 29, 2016 at 6:00 pm in the Board Room in the Swift County Courthouse.

NOW, THEREFORE BE IT RESOLVED that the Swift County Board of Commissioners hereby adopts its 2017 final budget, dated December 20, 2016 and attached hereto as Appendix A revenues of \$24,811,217 and expenditures of \$24,635,544.

BE IT FURTHER RESOLVED that the 2017 levy be set as follows:

Revenue	\$ 5,535,709
Road and Bridge	\$ 1,905,027
Human Services	\$ 2,814,375
Library	\$ 127,810
Solid Waste	\$ 0
<u>Total Final Gross Levy</u>	<u>\$ 10,382,921</u>

BE IT FURTHER RESOLVED that the final levy payable in 2017 be set as follows:

Gross Levy	\$ 10,382,921
CPA	\$ 187,950
<u>Operating Levy</u>	<u>\$ 10,194,971</u>
<u>Special Levies</u>	<u>\$ 37,775</u>
<u>Total Final Net Levy</u>	<u>\$ 10,232,746</u>

Adopted on a \_\_\_\_\_ vote by the Swift County Board of County Commissioners the 20<sup>th</sup> day of December 2016.

Swift County Board of Commissioners

\_\_\_\_\_  
Peter Peterson, Chairman

ATTEST:

\_\_\_\_\_  
Amanda Ness, Clerk of the Board

Fox \_\_\_\_\_  
P. Peterson \_\_\_\_\_

Hendrickx \_\_\_\_\_  
Rudningen \_\_\_\_\_

E. Pederson \_\_\_\_\_

**RESOLUTION**

**CONSENTING TO THE SPECIAL BENEFIT TAX FOR  
THE SWIFT COUNTY RURAL DEVELOPMENT AUTHORITY**

Motion by Commissioner \_\_\_\_\_ Seconded by Commissioner \_\_\_\_\_

**WHEREAS**, the Swift County Rural Development Authority (RDA) desires to levy such a special benefit tax in the amount of \$97,000, within the RDA’s area of operation; and

**WHEREAS**, the levy of such a special benefit tax is subject to the consent of the Board of Commissioners of Swift County, Minnesota; and

**WHEREAS**, the RDA is also required to, in connection with the levy of such a special benefit tax, formulate and file a budget in accordance with the budget procedure of the County in the same manner as required of the executive departments of the County, and the amount of the tax levy for the following year shall be based on that budget and approved by the Board of Commissioners of Swift County;

**NOW THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Swift County, Minnesota hereby accepts the 2017 budget and consents to the levy of a special benefit tax for taxes payable in 2017 within the Authority’s taxing jurisdiction in the amount of \$97,000.

Adopted on a \_\_\_\_\_ vote by the Swift County Board of County Commissioners the 20<sup>th</sup> day of December 2016.

Swift County Board of Commissioners

\_\_\_\_\_  
Peter Peterson, Chairman

ATTEST:

\_\_\_\_\_  
Amanda Ness, Clerk of the Board

Fox \_\_\_\_\_  
P. Peterson \_\_\_\_\_

Hendrickx \_\_\_\_\_  
Rudningen \_\_\_\_\_

E. Pederson \_\_\_\_\_

**RESOLUTION**  
**APPROVING THE AUTHORIZATION OF THE SPECIAL BENEFIT TAX**  
**PURSUANT TO MINNESOTA STATUTES 469.033, SUBD.6 FOR**  
**THE HOUSING AND REDEVELOPMENT AUTHORITY OF SWIFT COUNTY, MN**

Motion by Commissioner \_\_\_\_\_ Seconded by Commissioner \_\_\_\_\_

**WHEREAS**, the Housing and Redevelopment Authority of Swift County, Minnesota (the HRA) was created by the Swift County Board of Commissioners pursuant to Minnesota Statutes, Section 469.004; and

**WHEREAS**, pursuant to such action, the HRA was granted all powers and duties of a Housing and Redevelopment Authority under the provisions of the Municipal Housing and Redevelopment Act, Minnesota Statutes, Section 469.001 to 469.047 (formally 462.411-462.711) (“The Act”) and

**WHEREAS**, the HRA desires to levy such a special benefit tax in the amount of \$70,000 which is less than 0.0185% of taxable market value upon all taxable property, both real and personal, within the HRA’s area of operation; and

**WHEREAS**, the levy of such a special benefit tax is subject to the consent of the Board of Commissioners of Swift County, Minnesota; and

**WHEREAS**, the HRA is also required pursuant to Section 469.033, Subd. 6, of the Act to, in connection with the levy of such a special benefit tax, formulate and file a budget in accordance with the budget procedure of the County in the same manner as required of the executive departments of the County, and the amount of the tax levy for the following year shall be based on that budget and approved by the Board Commissioners of Swift County;

**NOW THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Swift County, Minnesota hereby accepts the 2017 budget and consents to the levy of a special benefit tax for taxes payable in 2017 within the Authority’s taxing jurisdiction in the amount of \$70,000 for purposes outlined and authorized by Minnesota Statutes 469.001 to 469.047, but in no case shall the dollar levy for the HRA exceed the limitations prescribed by Minnesota Statutes, Section 469.027 to 469.033.

Adopted on a \_\_\_\_\_ vote by the Swift County Board of County Commissioners the 20<sup>th</sup> day of December 2016.

Swift County Board of Commissioners

\_\_\_\_\_  
Peter Peterson, Chairman

ATTEST:

\_\_\_\_\_  
Amanda Ness, Clerk of the Board

Fox \_\_\_\_\_  
P. Peterson \_\_\_\_\_

Hendrickx \_\_\_\_\_  
Rudningen \_\_\_\_\_

E. Pederson \_\_\_\_\_



# Request for Board Action

BOARD MEETING DATE:  
December 20, 2016

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Janice Fransen	REQUESTOR PHONE: 320-314-8399
---	------------------------------	----------------------------------

### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider setting 2017 Commissioner salaries and schedule of per diem	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The Board is required to annually set Commissioner salaries and schedule of per diems prior to December 31 <sup>st</sup> of each year.  For 2016 the Commissioner salaries and per diems were set as follows: \$19,325 Commissioner \$19,825 Chair (Commissioner salary plus \$500.00) \$70.00 per meeting (maximum 1 per diem per day)  The approved wage increase for the contract that is settled is effectively 3.0% for 2017.  A 3.0% increase in Commissioner salaries would be as follows: \$19,905 Commissioner \$20,405 Chair (Commissioner salary plus \$500.00)	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?    None	

### Budget Information

FUNDING:    This increase is planned in the 2017 budget
---

### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Janice Fransen
RECOMMENDATIONS: Was not submitted for review	RECOMMENDATIONS: Review and take an action
COMMENTS: n/a	COMMENTS: None

**RESOLUTION**  
**SETTING SWIFT COUNTY BOARD OF COMMISSIONERS SALARIES FOR 2016**

Motion by Commissioner \_\_\_\_\_ Seconded by Commissioner \_\_\_\_\_

**WHEREAS**, Minnesota Statute § 375.055 requires the Commission to set the salary and schedule of per diem for the Commission annually.

**NOW THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Swift County, set the Commission salaries and schedule of per diem for 2017 is as follows:

Chair	\$ _____
Other Commissioners	\$ _____

Per diem \$ 70.00 per meeting (maximum 1 per diem per day)

Adopted on a \_\_\_\_\_ vote by the Swift County Board of County Commissioners the 20<sup>th</sup> day of December 2016.

Swift County Board of Commissioners

\_\_\_\_\_  
Peter Peterson, Chairman

ATTEST:

\_\_\_\_\_  
Amanda Ness  
Clerk of the Board

Fox \_\_\_\_\_  
P. Peterson \_\_\_\_\_

Hendrickx \_\_\_\_\_  
Rudningen \_\_\_\_\_

E. Pederson \_\_\_\_\_

## 2016 BOARD REPRESENTATION

COMMITTEE/GROUP	REPRESENTATIVE	DAY OF MEETING	MEETING TIME	PLACE
<b>BOARD COMMITTEES:</b>				
Policy Committee	Peterson Rudningen	As needed	10:30 a.m.	Board Room
Technology Committee	Rudningen	4th Friday	9:00 a.m.	Board Room
Personnel Committee	Hendrickx Rudningen	Mon after 1st Tue	10:00 a.m.	Board Room
Solid Waste Committee	Peterson Fox	As needed	9:00 a.m.	Enivron Ser.
Building Committee	Peterson Pederson	As needed	9:00 a.m.	Board Room
Health Insurace Committee	Hendrickx Rudningen	As needed		
Well-being Committee	Fox Rudningen	As needed		
<b>ADVISORY COMMITTEES:</b>				
Appleton Park Board	Hendrickx			
Revolving Loan Fund	Entire Board			
Extension Committee	Pederson Rudningen	4th Wednesday	Quarterly Jan, April, July, Oct	
RDA/GROW Boards	Pederson Peterson/Alternate	3rd Thursday		DeToy's
Swift County Law Library	Peterson			
Planning Commission	Rudningen			
Prairie V CAC Board	Peterson	4th Monday	10:00 a.m.	Montevideo
Prairie Lakes Detention Bd	Rudningen Peterson/Alternate	3rd Wednesday	9:00 a.m.	
SCEMO	Pederson Rudningen	bi-monthly		
Swift County DAC Board	Pederson	3rd Wednesday	12:00 Noon	
Swift County Youth Program	Vacant			

## 2016 BOARD REPRESENTATION

COMMITTEE/GROUP	REPRESENTATIVE	DAY OF MEETING	MEETING TIME	PLACE
Upper Mn Val Reg Dev Com	Hendrickx	4th Tuesdays	Evenings	
Water Planning Committee	Pederson			
Jobs Training/Private Ind.Co	Fox		Quarterly	
Pioneerland Library System	Pogge-Weaver	3rd Thursday	Quarterly	
Safety	Pederson			
Historical Society	Peterson	4th Thursday		
Countryside Public Health	Peterson	2nd Wednesday	Monthly	Montevideo
West Minn Revolving Loan	Fox			
Swift Falls Park Board	Rudningen			
SW Mental Health Bd	Fox			
RIDES Advisory Council	Peterson			
Region 6W FEMA Board	Peterson		Annually	
Chippewa River Watershed	Fox	3rd Friday	Monthly	
Pomme de Terre Watershed	Fox	2nd Friday		
Hospital Government Group	Pederson Peterson	As needed - 2 or 3 times a year		
Glacial Trail Scenic Biway	Rudningen	4th Monday		
Woodland Centers	Hendrickx Fox	2nd Thursday		
HRA Board	Peterson			
Joint Engineer Committee	Peterson Rudningen	As needed		
SWCD	Pederson	2nd Thursday	8AM	Benson
Restorative Justice	Fox	2nd Tuesday		
Sheriff's Task Force	Pederson Peterson			
Swift County Benson Hospital	Fox			

## 2016 BOARD REPRESENTATION

COMMITTEE/GROUP	REPRESENTATIVE	DAY OF MEETING	MEETING TIME	PLACE
C 6 Drug Task Force	Rudningen			
Prairie Waters Tourism	Hendrickx			
RDA Loan Committee	Peterson Pederson			
6W Corrections	Hendrickx Peterson	1st Thursday		
Radio Board	Rudningen Peterson/Alternate			
Nurse Family Partnership	Peterson	Quarterly 2nd Monday	1,4,7,10	
Southern Prairie Community Care	Hendrickx Fox Alternate	4th Friday		
MN Public Sector Collaborative	Rudningen	Quarterly		

2015 JOINT COUNTY DITCH BOARDS

JOINT COUNTY DITCH BOARDS				
JOINT COUNTY DITCH BOARD	REPRESENTATIVE	DAY OF MEETING	MEETING TIME	PLACE
JT CO DITCH NO. 2 (S & S)	Hendrickx Fox			
JT CO DITCH NO. 3 (C & S)	Pederson Fox			
JT CO DITCH NO. 4 (S & P)	Peterson Hendrickx Rudningen			
JT CO DITCH NO. 6 (C & S)	Peterson Fox			
JT CO DITCH NO. 8 (C & S)	Fox Rudningen			
JT CO DITCH NO. 9 (S, S, & P)	Rudningen Fox			
JT CO DITCH NO. 18 (S,K, & C)	Fox Pederson Hendrickx			
LAT B OF JT CO DITCH NO. 18 (S & C)	Fox Pederson Hendrickx			
LAT C OF JT CO DITCH NO. 18 (S,K,&C)	Fox Pederson Hendrickx			
JT CO DITCH NO. 19 (S & K)	Hendrickx Peterson Rudningen Fox			
JT CO DITCH NO. 21 (S, K, & C)	Hendrickx Peterson Rudningen			
JT CO DITCH NO. 22 (S, K & C)	Hendrickx Rudningen			

Appointments made by the County Board

**Swift County Board Appointments**

<b>Board/Committee/Commission</b>	<b>Appointment</b>	<b>Board District</b>	<b>Start Year</b>	<b>Current Term Ends</b>	
SCBH Board of Directors	Kory Johnson	2	2012	12/31/2018	
	Patty Schreck	3	2009	12/31/2018	
	Mike Pogge-Weaver	2	2016	12/31/2017	
	Joe Fox	4	2010	12/31/2016	
	Richard Horecka, MD	3	2013	12/31/2016	
	Brian Samuelson	2	2008	12/31/2017	
Swift County Extension Committee	<u>Adult Members</u>				
	Kevin Voorhees	4	2009	12/31/2015	
	Matt Mattheisen	3	2013	12/31/2015	
	Laura Perry	1	2014	12/31/2016	
	Polly Johnson	2	2014	12/31/2016	
	Jess & Tammy Berge	5	2015	12/31/2017	
	Kim Benson	4	2015	12/31/2017	
	<u>Youth Members</u>				
	Nick Turnquist	5 -		12/31/2015	
	Dylan Smith	3	2015	12/31/2016	
	Swift County HRA * Denotes Section 8 member	* Karla Schmidt	1	2010	12/31/2016
		Julie Commerford		2012	12/31/2016
Marlene Hauge		5	2009	1/31/2017	
Pete Peterson		3	2006	1/31/2017	
Paula Grace		4	2007	8/31/2017	
Sue Hauer		5	2013	1/31/2018	
Lindsey Knutson		1	2013	12/31/2018	
Swift County RDA		Jon Panzer	1	2014	12/31/2016
	Mike Pogge-Weaver	2	2014	12/31/2016	
	Terry Yokam	5	2011	12/31/2016	
	Amanda Ness	4	2012	12/31/2017	
	Leslie Ehrenberg	1	2015	12/31/2017	
	Ed Pederson	2	2015	12/31/2018	
	Open				
	Open				
Swift County Planning Commission * Denotes BOA members	* John Gorres	4	2002	12/31/2015	
	* Paul Ahrndt	4	2009	12/31/2015	
	* Bruce Felt	5	2001	12/31/2016	
	* Tom Walsh	4	2002	12/31/2016	
	* Joe Carruth	4	2015	12/31/2018	
	Eric Rudningen	5	2015	12/31/2018	
	Roger Schmidt	4	2015	12/31/2018	