

AGENDA
SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL
BOARD OF DIRECTORS
REGULAR MEETING

10:00 AM – NOVEMBER 10, 2020

WEBEX MEETING:

Public Attendees are welcomed to join via WebEx at:

<https://clarkcountynv.webex.com/clarkcountynv/onstage/g.phpTID=ec1817aa9da7895799cdc8be07a311e90>

OR Dial-in at Number: (408) 418-9388

Access code: 146 842 2474

ALL ITEMS LISTED ON THIS AGENDA ARE FOR ACTION BY THE BOARD OF DIRECTORS, UNLESS OTHERWISE INDICATED. ITEMS MAY BE TAKEN OUT OF ORDER. THE BOARD OF DIRECTORS MAY COMBINE TWO OR MORE AGENDA ITEMS FOR CONSIDERATION, AND/OR MAY REMOVE AN ITEM FROM THE AGENDA OR DELAY DISCUSSIONS RELATING TO AN ITEM ON THE AGENDA AT ANY TIME. COPIES OF WRITTEN MATERIALS PROVIDED TO THE BOARD MEMBERS IN ADVANCE OR AT THE MEETING MAY BE OBTAINED FROM JASON MANZO, SNACC OFFICE, 6000 EAST ROCHELLE AVE, LAS VEGAS, NV OR BY CALLING (702) 455-7390.

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Directors will hear general comments from the public on matters under the jurisdiction of the Southern Nevada Area Communications Council.

ITEM NO.

1. FOR POSSIBLE ACTION: Approve the November 10, 2020 agenda and the minutes from the August 19, 2020 meeting.
2. FOR DISCUSSION: Receive the Administrator's Report with the inclusions of SNACC System and Financial reports for the month of August and September 2020.
3. FOR DISCUSSION/ACTION: Approve the Preliminary SNACC Budget for fiscal year 2022 and appropriate the current fiscal year projects presented for Device Management System, Over the Air Programming, and microwave upgrade.
4. FOR POSSIBLE ACTION: Approve the proposal from Motorola for the Device Management System and Over the Air Programming and the option to add Time Divided Multiple Access.
5. FOR DISCUSSION: For the Board to receive a status on the SNACC Microwave project.
6. FOR POSSIBLE ACTION: Approve the SNACC personnel to send out the subscriber billing for fiscal year 2021.
7. FOR POSSIBLE ACTION: Amend the Compatible Radio Policy – to remove Group Services and Radio Management.
8. FOR DISCUSSION: Motorola update for the SNACC Board.

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Directors will hear general comments from the public on matters under the jurisdiction of the Southern Nevada Area Communications Council.

Chair: Scott Mazick, **Vice Chair:** Chris Vasquez

Board Members: Wendy Lotman, Larry Haydu, Kirk Moore, Bill Baltas,
Frank Milligan, Brian Nebeker, Vince Albowicz & Brad Adams

AGENDA
SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL
BOARD OF DIRECTORS
REGULAR MEETING

NEXT MEETING DATE/ADJOURN

LOCATIONS OF POSTING

This is a public meeting. In conformance with the Nevada Open Meeting Law, this agenda has been posted in the following locations:

Clark County Government Center – *500 S. Grand Central Parkway, Las Vegas, NV 89155*
Clark County Water Reclamation District - *5857 E Flamingo Rd, Las Vegas, NV 89122*
Clark County Courthouse - *200 Lewis Ave, Las Vegas, NV 89101*
Las Vegas Valley Water District - *1001 S. Valley View Boulevard, Las Vegas, NV 89107*
www.snacconline.com & <https://notice.nv.gov>

PLEASE POST

Chair: Scott Mazick, **Vice Chair:** Chris Vasquez
Board Members: Wendy Lotman, Larry Haydu, Kirk Moore, Bill Baltas,
Frank Milligan, Brian Nebeker, Vince Albowicz & Brad Adams

Southern Nevada Area Communications Council Agenda Item

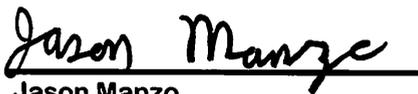
Issue: Approve the November 10, 2020 agenda with the inclusion of tabled and/or reconsidered items, emergency items, and/or deletion of items, and approve the minutes of the August 19, 2020 meeting.	Date: November 10, 2020
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 1
Recommendation - FOR POSSIBLE ACTION: For the Board to approve the November 10, 2020 agenda with the inclusion of tabled and/or reconsidered items, emergency items, and/or deletion of items, and approve the minutes of the August 19, 2020 meeting and/or take action as necessary.	

Fiscal Impact: None

Background:

The Southern Nevada Area Communications Council operates an 800 megahertz (MHz) Public Safety radio communications system in the Clark County/Las Vegas urban area. This will be a reoccurring item.

Respectfully Submitted:



Jason Manzo
Acting SNACC Administrator



Southern Nevada Area Communications Council

MEETING MINUTES

Date: August 19, 2020

Location: Southern Nevada Area Communication Council Headquarters – **VIA WEBEX**
6000 E. Rochelle Ave
Las Vegas, NV 89122

Time: 10:00 A.M.

Board members present:	Scott Mazick, Chair	Chris Vasquez, Vice Chair
	Frank Milligan	Vince Albowicz
	Brad Adams	Isaac Henn
	Larry Haydu	Bill Baltas
	Wendy Lotman	

Call to Order

Public Comment:

Ryan Doyle, University Police Services, the Nevada System Department of Higher Education – I wanted to bring up regarding some possible SNACC initiatives moving forward. I know there have been some conversations previously at one of the SNACC meetings regarding some reserves and spending those down. I wanted to suggest to the Board and the Administration to consider Over the Air Programming and Group Services. I know this is something that Las Vegas Metropolitan Police Department currently supports. I think it would be considerable cost savings for SNACC personnel other than having to schedule, pick up, return, traveling to agencies for programming hours for those radios. There is also some limited hours of availability to perform these services. I want to be clear that the SNACC personnel have been extremely accommodating and responsive to our needs. And rather I just believe there are some efficiencies and cost savings which to be gained for all parties, if we move forward with these services. Secondly, I want to discuss our own microwave that we have in place, while we do receive support from Motorola, but we are in need of on sight technical support for them and any future microwave network we might put together. If there isn't currently list of vendors that have on sight support or approved vendors, I would recommend SNACC take this initiative to help us and any other agencies that need help with this. Lastly, there have been a recent number of maintenance updates. I am very glad to see Jason and the SNACC team staying on top of these. They have done an excellent

job to make sure we are operating as expected. I would like to suggest they publish or create a regular SNACC Maintenance Calendar that would help other agencies administrators prepare for potential impacts or downtimes to our operations.

Introduction of the Board:

Unless otherwise stated, items may be taken out of the order presented on the agenda, and two or more items may be combined for consideration. The Board may also remove an item from the agenda or delay discussions relating to an item at any time

1. Approve the August 19, 2020 agenda and the minutes from the July 28, 2020 meeting. (FOR DISCUSSION/ACTION):

- A motion was made to approve; motion passed unanimously.

2. Receive the Administrator's Report with the inclusions of SNACC System Reports for the month of June and July 2020. (FOR DISCUSSION/ACTION):

SNACC ADMINISTRATOR'S REPORT

August 19, 2020

SNACC BUSINESS:

1. July 13th- We pushed out security patches remotely to all dispatch consoles, we did not get any negative feedback. This is a part of the Remote Software Upgrade Service. We are pushing pre-tested security patches on Microsoft Windows operating systems. The updates are tested for compatibility with Motorola applications. There is no downtime while these updates are being push and is seamless to the users. After all of the updates were pushed, I sent out an email to users with Windows clients on the radio system (radio dispatch consoles). I then let the dispatch centers know that each console will need to be rebooted to complete the install. This reboot can be done when it is convenient for dispatch center. These windows will be pushed out ever monthly.
2. July 14th- We replaced our broken air conditioner at Red Mtn.
3. July 16th- we had a high temperature alarm at the Beacon site and Angles Peak. The site at Beacon was 158 degrees in the room. SNACC decided to turn off our equipment to prevent damage from being done. Clark County Facilities along with a HVAC vendor responded to the site and fixed the AC. SNACC was still on site and turned our equipment back on. SNACC notified the agencies that were impacted by equipment being turned off. Clark County facilities also responded to Angles Peak. Clark County Facilities added a 3rd a/c unit at Angles to correct the issue.

4. July 20th- We updated the anti-virus program on all radio consoles at the dispatch centers.
5. July 28th- SNACC installed updates to the radio servers at the SNACC office. These updates have the potential of causing an outage, so it was planned at 4:00 am and all users were notified on July 16th and July 27th. The anticipated outage is just for a few seconds, but we planned for up to 5 minutes in case of any problems. The patches took longer to push out, and the potential outage window was changed from 4:00 am to 5:00 am. I called all 911 dispatch centers to inform them of the change. At 5:00 am we rebooted the servers and the outage was about 2 seconds long. I then called all 911 dispatch centers to inform them that the work was complete. For the next hour radio dispatch consoles heard a beeping while the alias database reset but had no impact on radio or console communications. These updates will now be installed every quarter as part of the Remote Software Upgrade Service
6. July 28th – We installed a secondary a/c unit at Red Mtn.
7. Update of Geneva site located in the City of Henderson. Henderson has secured the funding to replace their microwave from Geneva to Henderson dispatch which has stop working. This has caused the Geneva site to be disconnect from the SNACC system. Henderson is also going to replace their microwave from Henderson dispatch to the FAO.
8. SNACC is continuing to work with Las Vegas Metropolitan Police Department Radio Communication Bureau on a daily to weekly basis.

SYSTEM REPORTS:

JUNE 2020:

Airtime – 2,416.8 (Hours)

Push to Talks – 1,784,986

Busies – 15 (.53 minutes)

JULY 2020:

Airtime – 2,719.7

Push to Talks – 1,976,733

Busies – 71 (3.57 min)

- Jason Manzo – I will create a regular maintenance calendar.

3. Ratify the implementation of the emergency air conditioning unit replacement at Red Mountain site. (FOR POSSIBLE ACTION):

- **Jason Manzo** –The existing unit already had the existing unit in place, the other unit had to be installed and that is why there was such a cost difference there. The A/C unit failed and we had to replace it, this was an emergency and we had to reach out to legal to make sure we would be able to replace this. He suggested we go out to bid, get three quotes, pick the one that best suited our needs, then add it to today's agenda for ratification. We showed the Chairman and reviewed the different quotes and which one would be best for SNACC.
- A motion was made to approve; motion passed unanimously.

4. Authorize the utilization of State of Nevada contract #3234, for Services for Microwave Backhaul Replacement to Aviat U.S. Inc., under CBE No. 604782-18; and authorize staff to issue purchase orders, subject to approved budget appropriations. (FOR DISCUSSION/ACTION):

- **Jason Manzo** – the State of Nevada Enterprise IT Services recently completed the upgrade of the State's current public safety microwave system. Aviat was selected as the lowest cost. Some of the agencies that have used this contract are Clark County Water Reclamation District, Clark County I.T., and City of Henderson. Our current microwaves need to be upgraded to Ethernet for our next system upgrade.
- **Chris Vasquez** – Before any PO's are cut I would suggest we get technical working groups and SNACC employees working on this so that this goes smoothly.
- **Scott Mazick** – I wanted to know if we would be able to change the wording on this item. To get the statement of work ready and then bring back to the board for a final approval.
- **Steven Sweikert** – You can bring this back with the changed wording.
- **Scott Mazick** – when we get this up and running, we would be able to do a cutover, or will it be phased in approach running different mix system, and a new system for a period of time.
- **Jason Manzo** – I will have to ask Aviat, I imagine we will be switching out, but I would prefer their recommendation for the least impact on our system.
- **Chris Vasquez** – What usually happens is because of site capacity and loading on towers we have to utilize the same positions when replacing dishes, so a lot of it a site replacement and getting it back online with the latest Aviat stuff is hybrid where you can use IP and at the same time. We will probably run on T1 until the full system is up and running and then implement the IP stuff.
- **Scott Mazick** – Okay, thank you Chris. I would like to make a recommendation. Can I make a motion to approve or no?
- **Steven Sweikert** – You want to bring it back to bring it back in the future, you can or if no one makes a motion you can go on to the next motion.
- **Scott Mazick** – I would like to see this back on the Board once a scope of work is developed. Then we can approve the contract based on the developed scope of work. Does that make sense to the Board?
- **Brad** - That does make sense, we can bring it back as another agenda item.

- **Scott Mazick** – Steven what we would like to do today, is to allow the SNACC staff to begin working on the statement of work, with a future agenda item to approve the statement of work and release a PO at a later date. A motion to approve as amended.
- **Steven Sweikert** – You can't approve the agenda and amend it during the meeting.
- **Scott Mazick** – Okay, can we direct the staff to move forward with the scope of work.
- **ITEM TABLED FOR A FUTURE MEETING.**

5. Receive a presentation from Jose Suarez on TDMA (Time Division Multiple Access). (FOR DISCUSSION):

- **(See Presentation Attached)**
- **Ed Babauta** – Is the system capable of operating in both FDMA and TDMA at the same time?
- **Jose Suarez** – Yes, current FDMA and future TDMA, yes sir, it can do this DDM option. We can do it simultaneously.
- **Larry Haydu** – Can I get a copy of the PowerPoint?
- **Isaac Henn** – I would like to show my agency this and discuss these options with them.
- **Scott Mazick** – I agree with you, Isaac. I would like to bring this back to my agency and review with them also.
- **Chris Vasquez** – Jose can provide the spreadsheet for what needs to be done per agency.
- **Isaac Henn** – I would also like a copy of this power point.
- **Jose Suarez** – When should we send these out? Should we start now or any particular date that the Board has in mind?
- **Scott Mazick** – If you can share the power point with the Board. That would be great. As far as the spreadsheet I think that would be a good planning tool for my agency as well. If you could please prepare for each member, that would help us move forward. If you can go back to the slide show spreadsheet, did I see the APX 4000 on there, is that the pricing?
- **Jose Suarez** – The user can select what type of radio they would like to use, it is always up to the customer to decide. They can modify by radio type.
- **Scott Mazick** – We will have the ability to adjust these formulas to reflect the cost for the particular radio we would like to use, correct?
- **Jose Suarez** – Yes, but I will verify also.
- **Vince Albowicz** – If we are going to have a technical working group meeting, I would like to be part of that. It is my understanding that Motorola will be ending all XT series purchases and pushing everyone to APX series radios, please keep that in mind.
- **Scott Mazick** – Thank you, Jose good job!

6. Receive a presentation from Motorola on current and future events. (FOR DISCUSSION):

- **Curtis Steadman, Customer Support Manager for Nevada and Utah** – Mr. Chairman and Vice Chairman and members of the Board, the Motorola system upgrade that is taking SNACC from its current 17.3 version release is going on now. We are doing our lab work in Chicago and on sight, we are changing out firewalls and different things in preparation on our full implementation that will begin, Monday, September 28, 2020. And it will go through Friday, October 9, 2020 - It should be done sooner, but we have a window where we will have our team here from Chicago work in

conjunction with our local Motorola Field Service Organization team and others to help. FYI: We are moving forward and working on some issues with the City of Las Vegas, with Wendy Lotman and Deanna Wilson with Department of Public Safety. Does anyone have any questions for me? We are always available, we have weekly calls with the SNACC management team. We have Rory as well, Rory wanted me to let you know that he is at a funeral today for a Metro Officer. It was decided that we wanted to keep these two members in lock step moving forward. LVMPD's upgrade was completed in April of this year. Now that you will be going to 2019.2, you will be in sync with Las Vegas Metropolitan Police Department Communications Bureau (LVMP), Rory will also be there too. One of the items is as for our contract, they request that Motorola brings a subject matter expert every year, about this time in September, to give metro an Astro 25 lifecycle roadmap presentation discussion. We have tried to make that available to provide that to SNACC as well. Jason has been reaching out to you to see if there is an appetite to get together. I know we have had about 20-30 agencies represented over the years, this year we will be at LVMPD, with Vinny and his staff on Wednesday, September 2, we will have Tim Brandt from Phoenix to be here a little early and stay late to accommodate anyone from SNACC to give SNACC an opportunity to join in, any questions? (No one had any questions)

One last thing, I wanted to take a brief moment to let you all know that I accepted a voluntary separation plan from Motorola after thirty years, I accepted it a couple months ago. I was asked to stick around until the 25th of September to ensure this upgrade was complete. I wanted to thank you, I appreciate your patience. I wanted to let you know that it has been a pleasure working with you all, I have been working with a lot of you since 1989 and I have had a working relationship with a lot of you for all of those years, some just a few years ago, and the SNACC staff as well. It has been a pleasure. If you have any question, I would be happy to entertain those questions.

- **Scott Mazick** – Let me be among the first, thank you for not only what you have done for SNACC or the Valley, but what you have done for RTC. We really appreciate you and all you have done for us throughout the years. When I took on the this task, it was quite daunting and you were there, best wishes to you and your family and whatever you choose to do and good luck. After looking at Jose's presentation on TDMA, we see there are a lot of radios that need to be replaced, does Motorola have or know of a grant program that may be able to assist some of our agencies with a federal grant or procurement for us?
- **Curtis Steadman** – Mark Barer, he kind of works on this issue here, I will get with Mark barer and have him prepare a list of potential grants that SNACC can share with all of the agencies. I will get this information to Jason, Mark might want to do a conference call.
- **Wendy Lotman** – Thank you for always answering my questions even when I was being obnoxious and sending you lots of emails, I wish you well and congratulations
- **Curtis Steadman** – Thank you Wendy it has been a pleasure and it has been great working with you too.
- **Brad Adams** – It has been such a pleasure, we appreciate your dedication with Nye County and SNACC Network and we wish you the best.
- **Curtis Steadman** – Thank you, Brad. I enjoyed the infrequent trip over the hill to see you.
- **Larry Haydu** – On behalf of Clark County Fire, we wish you a happy retirement.
- **Vince Albowicz** – The same here from Boulder City, we wish you well.
- **James Morwood** – We wish you a happy retirement from Las Vegas Valley Water District as well.
- **Curtis Steadman** – Thank you all.

COMMENTS BY THE GENERAL PUBLIC:

Scott Mazick – Kudos to Daniela, Jason and Jose for putting together a great virtual meeting. I know sometimes it can be hard, so thank you.

NEXT MEETING DATE/ADJOURN:

Next SNACC meeting: October 21, 2020

Meeting adjourned at 10:54 A.M.

Respectfully submitted:

Scott Mazick, Chairman

Attachments

**Southern Nevada Area Communications Council
Agenda Item**

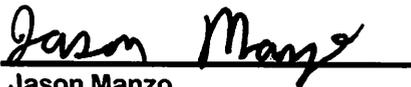
Issue: Receive the Administrator's Report with the inclusions of SNACC System Reports for the month of August and September 2020.	Date: November 10, 2020
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 2
Recommendation - FOR DISCUSSION: For the Board to receive the Administrator's Report with the inclusions of SNACC System and Financial reports for the month of August and September 2020.	

Fiscal Impact:
None

Background:

The Board gave the request to the SNACC Administrator, on August 2015, to have the SNACC Budget presented in his Administrator's report on a monthly basis. This was requested to inform the Board on the monthly SNACC expenses and show what is currently available. This report includes any current system issues, deficiencies, and/or updates. As of November 2017, a synopsis of the Strategic Plan reports are to be included as well.

Respectfully Submitted:



Jason Manzo
Acting SNACC Administrator

SNACC ADMINISTRATOR'S REPORT

August 19, 2020

TECHNICAL ITEMS:

8/11/2020 - Just before 9:30 am we lost the microwave link between UMC and Potosi causing NYE County to lose connectivity to the SNACC system. There was a power issue at UMC. The Link was restored by 9:40 am.

8/16/20 - High temp alarm at Beacon. It was 119 in the room. AC compressors on unit 1 and 2 were not running. Power cycled the unit and the ac compressors turned back on.

8/16/20 - High temp alarm at Angles Peak. The room was at 95. One of the 3 units was frozen. Defrosted the unit.

8/27/20 - Planned maintenance on radios servers from 3:00 am to 6:00 am. Involved about a 5 second outage at 4:00 am.

8/26/20 - We had a router power supply go bad causing us to lose one T1 circuit at each simulcast site. The router is redundant, so this did not affect communications. The power supply was replaced.

8/27/20 - One of the redundant site links at RJC stopped working. This is a leased T1 thru the phone company. The phone company repaired the link

09/28/20 thru 10/1/20 - the SNACC system will upgraded from 7.17 to 2019.2. This involved replacing outdated hardware and software on the system.

10/6/2020 - The UPS at Brooks failed causing site 33 to fail at 9:25 am. We restored half the site at 9:50 and fully restored my 10:10 am.

10/13/2020 - Begin installing the new site at Hoover Dam.

10/20/2020 - Beacon site went into site trunking. An issue was found in a Microwave at the FAO that caused the failure.

10/21/2020 - The problem with the UPS has been identified. During this trouble shooting process the Simulcast site went down again. Toshiba no longer supports this unit and we cannot get parts. We are working on getting a new UPS installed at the Brooks site.

10/29/2020 - Tower work for the Hoover Dam site has been completed. The site is now being configured.

SNACC ANNOUNCEMENT(s):

We have a new two new members to the SNACC board. Terrance Holmes will be the alternate member for CCWRD. Kirk Moore will be replacing Isaac Henn for Henderson.

BUDGET VARIANCES for AUGUST 2020:

1. Overtime - \$651.56 – 8.7% - Jason and Jose had to stay out late at a couple of sites due to environmental issues.
2. Call Back - \$629.67 – 25.1% - A few environmental issues with multiple sites, Jose and Jason had call backs this month.
3. Cleaning/Custodial - \$350.00 – 12.9%- Mr. Janitorial monthly cleaning services.
4. Equipment Maintenance and Repair - \$1258.75 – 10.1% DP Air replaced compressor for one of the liebert units in server room.
5. Electricity for Repeater Sites - \$1379.57 – 8.9% - Nevada Power and Boulder City Power
6. Print/Reproduction - \$322.19 – 20.1% - Konica Minolta July and August 2020

BUDGET VARIANCES for SEPTEMBER 2020:

1. Overtime - \$676.10 – 9% - Jason and Jose had to stay late or come in early during the upgrade to 2019.2
2. Cleaning/Custodial - \$450.00 – 16.5% - Mr. Janitorial monthly cleaning + carpet cleaning.
3. Equipment maintenance and repair - \$3515.88 – 28.1% - DP Air
4. Site rentals - \$9766.88 – 95.1% - Rack space at Apex and Elkhorn site lease
5. Electricity for Repeater Sites - \$1807.05 – 11% - Nevada Power and Boulder City Power
6. Vehicle Maintenance - \$1281.57 – 6.4% – Vehicle maintenance for Jose Suarez’s truck
7. Telecommunications – 1962.10 0 – 19.9% - ATT bills, Cellco and United Teleservices

SYSTEM REPORTS

AUGUST 2020

Airtime – 2,760.8 (Hours)
Push to Talks – 2,025,572
Busies – 49 (1.32 minutes)

SEPTEMBER 2020:

Airtime – 2,808 (Hours)
Push to Talks – 2,078,154
Busies – 61 (1.52 min)

These reports can be found on the SNACC Website: <http://SNACConline.com>

FUND 2520.000

Southern Nevada Area Communications Council

SNACC BUDGET REPORT: AUGUST 2020

CATEGORY	BUDGET	ACTUALS YTD	AUGUST ACTUALS	% REMAINING
Annual Radio Fees and Buy Ins Billed	3,108,757.00			
Cost Recovery Billed (Console SUA II and Maintenance)	367,422.00			
Interest	30,338.00	103,642.08	6,049.61	
TOTAL REVENUES	3,506,517.00	103,642.08	6,049.61	-
Salaries & Benefits	490,113.00	187,205.85	126,831.10	61.8%
Overtime	7,500.00	1,029.45	651.56	86.3%
Call Back	2,500.00	1,413.50	629.67	43.5%
Professional services	2,350.00	2,350.00	5,760.00	0.0%
Cleaning/Custodial	2,720.00	350.00	350.00	87.1%
Equipment maintenance and repair	12,500.00	1,258.75	1,258.75	89.9%
Console SUAll	210,773.00			100.0%
Console maintenance	156,650.00			100.0%
Infrastructure SUAll	298,881.00			100.0%
Infrastructure maintenance	476,424.00			100.0%
Site rentals	10,266.00			100.0%
Office space (Water Reclamation)	12,000.00	12,000.00		0.0%
Business liability insurance	24,500.00	24,459.48		0.2%
Operating and cleaning supplies	705.00		143.06	100.0%
Office supplies	1,500.00			100.0%
Minor equip (tools, cables)	3,850.00			100.0%
Computers and supplies	4,500.00			100.0%
Electricity for repeater sites	15,430.00	1,379.57	1,379.57	91.1%
Capital lease interest	87,349.00			100.0%
Capital lease principal	495,233.00			100.0%
Travel/Training	8,500.00			100.0%
Vehicle Maint.	20,000.00	2,356.89		88.2%
Telecommunications	9,880.00		22.00	100.0%
Print/Reproduction	1,600.00	322.19	322.19	79.9%
CC Agreement, ERP, IT Support, etc.	48,763.00	10,177.00		79.1%
Capital Projects	653,333.00		26,362.00	100.0%
TOTAL EXPENSES	3,057,820.00	244,302.68	163,709.90	92.0%

Appropriated EFB 4,131,685.00 100.0%

Beginning FY fund balance 4,180,825
Fund balance as of report date: 3,364,818
Estimated FY21 ending fund balance: 4,629,522

FUND 2520.000

Southern Nevada Area Communications Council

SNACC BUDGET REPORT: SEPTEMBER 2020

CATEGORY	BUDGET	ACTUALS YTD	SEPTEMBER ACTUALS	% REMAINING
Annual Radio Fees and Buy Ins Billed	3,108,757.00			
Cost Recovery Billed (Console SUA II and Maintenance)	367,422.00	(12,860.00)	12,860.00	
Interest	30,338.00	99,153.13	4,488.95	
TOTAL REVENUES	3,506,517.00	86,293.13	17,348.95	-
Salaries & Benefits	490,113.00	223,770.81	36,564.96	54.3%
Overtime	7,500.00	1,705.55	676.10	77.3%
Call Back	2,500.00	1,413.50		43.5%
Professional services	2,350.00	2,350.00	2,350.00	0.0%
Cleaning/Custodial	2,720.00	800.00	450.00	70.6%
Equipment maintenance and repair	12,500.00	4,774.63	3,515.88	61.8%
Console SUAll	210,773.00			100.0%
Console maintenance	156,650.00			100.0%
Infrastructure SUAll	298,881.00			100.0%
Infrastructure maintenance	476,424.00			100.0%
Site rentals	10,266.00	9,766.88	9,766.88	4.9%
Office space (Water Reclamation)	12,000.00	12,000.00		0.0%
Business liability insurance	24,500.00	24,459.48		0.2%
Operating and cleaning supplies	705.00			100.0%
Office supplies	1,500.00			100.0%
Minor equip (tools, cables)	3,850.00			100.0%
Computers and supplies	4,500.00			100.0%
Electricity for repeater sites	16,000.00	3,186.62	1,807.05	80.1%
Capital lease interest	87,349.00			100.0%
Capital lease principal	495,233.00			100.0%
Travel/Training	8,500.00			100.0%
Vehicle Maint.	20,000.00	3,638.46	1,281.57	81.8%
Telecommunications	9,880.00	1,962.10	1,962.10	80.1%
Print/Reproduction	1,600.00	322.19		79.9%
CC Agreement, ERP, IT Support, etc.	48,193.00	10,177.00		78.9%
Capital Projects	653,333.00			100.0%
TOTAL EXPENSES	3,057,820.00	300,327.22	58,374.54	90.2%
Appropriated EFB	4,131,685.00			100.0%
Beginning FY fund balance	4,180,825			
Fund balance as of report date:	3,333,305			
Estimated FY21 ending fund balance:	4,629,522			

**Southern Nevada Area Communications Council
Agenda Item**

Issue: Approve the Preliminary SNACC Budget for fiscal year 2022 and appropriate the current fiscal year projects presented for Device Management System, Over the Air Programming, and microwave upgrade.	Date: November 10, 2020
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 3
Recommendation - FOR DISCUSSION/ACTION: For the Board to Approve the Preliminary SNACC Budget for fiscal year 2022 and appropriate the current fiscal year projects presented for Device Management System (DMS), Over the Air Programming (OTAP), and microwave upgrade and/or take action as necessary.	

Fiscal Impact:

Total amount for both Capital Projects (If appropriated): \$2,410,000

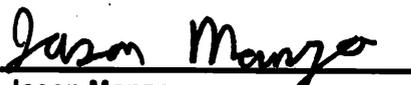
For Microwave it is..... \$1,900,000

For DMS & OTAP..... \$510,000

Background:

This is a reoccurring agenda item to discuss any budget concerns.

Respectfully Submitted:


Jason Manzo

Acting SNACC Administrator

Southern Nevada Area Communications Council

Fiscal Year 2022
Preliminary Budget
Presented 11/10/2020

SNACC – FY22 PRELIMINARY BUDGET: REVENUES

FY21 Revenues	
Radios Fees	\$ 2,687,287
Reimbursement of Console SUAll & Maint	\$ 367,423
Total	\$ 3,054,710

FY22 Revenues	
Radios Fees	\$ 2,734,951
Reimbursement of Console SUAll & Maint	\$ 382,469
Total	\$ 3,117,420

- Fiscal year 2022 revenues ~
 - Revenue is increased 2.1% over fiscal year 2021
 - Annual fee is increased 5.7% to \$294.82 per radio
 - Radio inventory has increased to 9,612 as of latest Change Order (11)
 - Reimbursement of console maintenance is increased 3% in response to the annual escalation rate as contracted with Motorola

SNACC – FY22 PRELIMINARY BUDGET: SALARIES and BENEFITS

FY21 Salaries, Wages, and Benefits	
Salaries	\$ 338,728
Benefits	\$ 151,388
Overtime	\$ 7,500
Call Back	\$ 2,500
Total	\$ 500,116

FY22 Salaries, Wages, and Benefits	
Salaries	\$ 352,277
Benefits	\$ 168,872
Overtime	\$ 7,500
Call Back	\$ 2,500
Total	\$ 531,149

- Fiscal year 2022 salary and benefit budget ~
 - Salaries are increased 6.2% over fiscal year 2021 and include merit adjustments in accordance with labor contracts. (Fiscal year 2021 does not reflect the impact of the VSP)
 - Fiscal year 2022 Salaries, Wages and Benefits total figure does not reflect Union Contracts or MOU's as these contracts and/or MOU's are set to be negotiated after June 2021.

SNACC – FY22 PRELIMINARY BUDGET: SERVICES AND SUPPLIES

FY21 Services and Supplies		
FCC licensing assistance	\$	1,780
Repair, maintain, clean facilities	\$	2,720
Air Conditioning Service & Repairs	\$	9,000
UPS maintenance	\$	3,500
Rack Space Rental at Apex	\$	4,266
Lease of SNACC offices	\$	12,000
Elkhorn lease	\$	6,000
Business Insurance	\$	23,000
Data Circuit charges	\$	5,320
Keys	\$	205
Office, cleaning supplies	\$	2,000
Hardware and supplies	\$	3,850
Computer equipment and software	\$	4,500
Electricity	\$	16,000
Staff Travel/Training	\$	10,000
Support, incl Administrative Support Agrmnt	\$	48,763
Telecommunications	\$	4,560
Printing	\$	1,600
Automotive	\$	20,000
Total	\$	179,064

FY22 Services and Supplies		
FCC licensing assistance	\$	1,780
Repair, maintain, clean facilities	\$	2,720
Air Conditioning Service & Repairs	\$	9,000
UPS maintenance	\$	5,400
Rack Space Rental at Apex and Suncoast	\$	8,466
Lease of SNACC offices	\$	12,000
Elkhorn lease	\$	6,000
Business Insurance	\$	23,000
Data Circuit charges	\$	5,320
Keys	\$	205
Office, cleaning supplies	\$	6,400
Hardware and supplies	\$	13,264
Computer equipment and software	\$	4,500
Electricity	\$	16,000
Staff Travel/Training	\$	10,000
Support, incl Administrative Support Agrmnt	\$	48,763
Telecommunications	\$	4,560
Printing	\$	2,100
Automotive	\$	20,000
Total	\$	199,478

- Fiscal year 2022 services and supplies budget ~
 - Services and Supplies are increased 11.4% YOY and include adjustments for replacement of UPS and Toshiba batteries, the Rack Space Rental at Suncoast and an increase in Office, cleaning supplies for Mr. Janitor cleaning services to include carpet cleaning.

SNACC – FY22 PRELIMINARY BUDGET: SUAll and MAINTENANCE

FY21 SUAll and Maintenance	
SUAll for Consoles (reimbursed)	\$ 210,773
Maintenance for Consoles (reimbursed)	\$ 156,650
SUAll for system infrastructure	\$ 298,881
Maintenance for system infrastructure	\$ 476,424
Total	\$ 1,142,728

FY22 SUAll and Maintenance	
SUAll for Consoles (reimbursed)	\$ 212,572
Maintenance for Consoles (reimbursed)	\$ 169,897
SUAll for system infrastructure	\$ 298,881
Maintenance for system infrastructure	\$ 481,574
Total	\$ 1,162,924

- Fiscal year 2022 SUAll and Maintenance ~
 - SUAll and maintenance are increased 1.8% overall from fiscal year 2021
 - The SUAll and maintenance for infrastructure will increase in fiscal year 2022 with the addition of the Hoover Dam ASR site.
 - Infrastructure and console maintenance increases at the contracted annual escalation rate of 3%.

SNACC – FY22 PRELIMINARY BUDGET: CAPITAL

FY21 Capital	
Capital lease interest	\$ 87,349
Capital lease principal	\$ 495,234
Microwave	\$ 1,900,000
OTAP	\$ 510,000
Total	\$ 2,992,583

FY22 Capital	
Capital lease interest	\$ 68,048
Capital lease principal	\$ 514,533
Replace Vehicle # 14236	\$ 75,000
Arden Site Air Conditioners (2x4 Ton Units)	\$ 20,000
Genesis	\$ 20,000
Total	\$ 677,582

- Fiscal year 2022 capital budget
 - Fiscal year 2022 includes replacement of vehicle # 14236, Arden Site Air Conditioners and Genesis

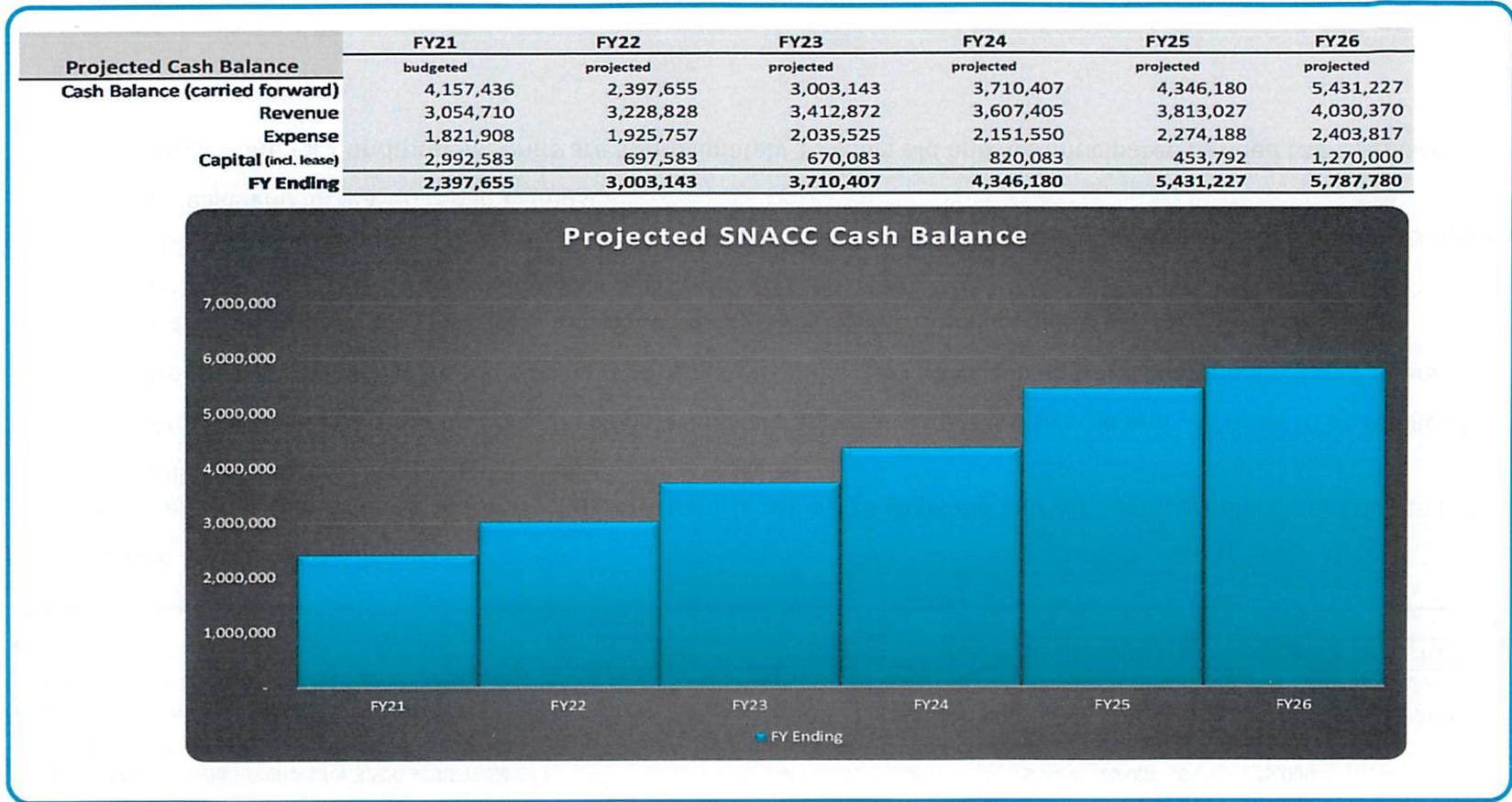
- Status of Capital Lease Agreement
 - Original amount of issue in fiscal year 2015: \$4,795,356
 - Final payment date: December of 2024
 - Principal balance at end of fiscal year 2021: \$1,890.315
 - Principal balance at end of fiscal year 2022: \$1,375,781

SNACC – FY22 PRELIMINARY BUDGET: FUTURE CAPITAL PROJECTS

5 YEAR CAPITAL PLAN	FY21	FY22	FY23	FY24	FY25	FY26
Microwave upgrade	\$ 1,900,000					
OTAP / Device Mangement	\$ 510,000					
Replace vehicle # 14236		\$ 75,000				
Arden Site Air Conditioners (2x4 Ton Units)		\$ 20,000				
Genesis		\$ 20,000				
Device Management - licenses for 3,500 add'l radios			\$ 87,500	\$ 87,500	\$ 87,500	
Device Management - licenses for 3,500 add'l radios				\$ 75,000	\$ 75,000	
Replace vehicle # 15722				\$ 75,000		
Device Mangement - licenses for 10,000 radios						\$ 1,250,000
Brooks Site Air Conditioners (2x4 Ton Units)						\$ 20,000
	<u>\$ 2,410,000</u>	<u>\$ 115,000</u>	<u>\$ 87,500</u>	<u>\$ 237,500</u>	<u>\$ 162,500</u>	<u>\$ 1,270,000</u>

- Proposed Future Capital Projects ~
 - Vehicle Replacement # 14236: Technician’s vehicle will be 13 years old and will require replacement due to high mileage and increased repair expense.
 - Arden Site Air Conditioners (2x4 Ton Units): Units are approximately 19 years old and will need to be replaced.
 - Genesis: SNACC will need to upgrade reporting tool by the next Motorola upgrade in approximately 2 years
 - Device Management: This allows for firmware upgrades and is used in conjunction with OTAP. This also automatically tracks codeplug data for each radio on the system.
 - Vehicle Replacement # 15722: Technician’s vehicle will be 11 years old and will require replacement due to high mileage and increased repair expense.
 - Brooks Site Air Conditioners: Units are approximately 16 years old and are anticipated to need to be replaced.

SNACC – FY22 PRELIMINARY BUDGET: CASH BALANCE



- SNACC fund projected cash balance ~
 - Revenue growth is expected to continue to increase and exceed expenditure growth in fiscal years 2022 through 2026

SNACC – FY22 PRELIMINARY BUDGET: AGENCY BILLINGS

SNACC FY22 RADIO INVENTORY (Preliminary)

Member	# Radios	FY22 Fee	Member	# Radios	FY22 Fee
American Medical Response	143	\$ 42,159.26	Henderson Police Dept.	985	\$ 290,397.70
Boulder City Marshals	11	\$ 3,243.02	Henderson Utilities	71	\$ 20,932.22
Boulder City Police Department	114	\$ 33,609.48	Las Vegas Animal Control	37	\$ 10,908.34
Boulder City Fire Department	58	\$ 17,099.56	Las Vegas Convention & Visitors Authority	2	\$ 589.64
Clark County Airport	981	\$ 289,218.42	Las Vegas Court Marshals	36	\$ 10,613.52
Clark County Boulder City Constable	5	\$ 1,474.10	Las Vegas Detention & Enforcement	169	\$ 49,824.58
Clark County Building	48	\$ 14,151.36	Las Vegas Fire Department	640	\$ 188,684.80
Clark County Coroner	1	\$ 294.82	Las Vegas Marshals	137	\$ 40,390.34
Clark County Family Services	13	\$ 3,832.66	Las Vegas Parking Enforcement	39	\$ 11,497.98
Clark County Fire Department	581	\$ 171,290.42	Las Vegas Parks & Open Spaces	5	\$ 1,474.10
Clark County Information Technology	12	\$ 3,537.84	Las Vegas Valley Water District	700	\$ 206,374.00
Clark County Juvenile Justice	2	\$ 589.64	Las Vegas Water Pollution Facility	2	\$ 589.64
Clark County Office of Emergency Mgmt	15	\$ 4,422.30	Medic West	107	\$ 31,545.74
Clark County School District	362	\$ 106,724.84	Mercy Air/Air Methods	15	\$ 4,422.30
Clark County School District Attendance Officers	30	\$ 8,844.60	MGM Resorts International	1	\$ 294.82
Clark County Water Reclamation	148	\$ 43,633.36	Moapa Tribal Police	29	\$ 8,549.78
Clark County Henderson Constable	5	\$ 1,474.10	Nevada Gaming Control Board	45	\$ 13,266.90
Clark County Henderson Justice Crt	12	\$ 3,537.84	North Las Vegas Fire Department	207	\$ 61,027.74
Community Ambulance	119	\$ 35,083.58	North Las Vegas Police Department	980	\$ 288,923.60
CrossRoads of Southern Nevada	1	\$ 294.82	Nye County IT	159	\$ 46,876.38
Elite Medical Center	1	\$ 294.82	Nye County IT VHF	398	\$ 23,880.00
Guardian Elite Medical Services	18	\$ 5,306.76	OptimuMedicine	2	\$ 589.64
HealthCare American - SHS Lakes ER	1	\$ 294.82	Pahrump Valley Fire Department	32	\$ 9,434.24
HealthCare American - SHS ALIANTE ER	1	\$ 294.82	Pahrump Valley Fire Department VHF	23	\$ 1,380.00
HealthCare American - SHS SUNRISE	2	\$ 589.64	Paiute Indian Police	34	\$ 10,023.88
Henderson Alternative Sentencing	10	\$ 2,948.20	RTC	1083	\$ 319,290.06
Henderson Attorney	5	\$ 1,474.10	SNWA	282	\$ 83,139.24
Henderson Business Licensing	7	\$ 2,063.74	Southern Nevada Health District	75	\$ 22,111.50
Henderson Fire Dept	267	\$ 78,716.94	University Housing & Residential Life UNLV	25	\$ 7,370.50
Henderson Jail	74	\$ 21,816.68	University Police Services	130	\$ 38,326.60
Henderson Marshals	26	\$ 7,665.32	University Poilce Services - CSN	52	\$ 15,330.64
Henderson Office of Health & Safety	16	\$ 4,717.12	University Police Services - UNLV	21	\$ 6,191.22

- Agency billings for fiscal year 2022 ~
 - Fees shown above are based on current inventory as of the date of this report. These numbers are provided for budgeting purposes only and are subject to change as inventory numbers change.

End

**Southern Nevada Area Communications Council
Agenda Item**

Issue: Approve the proposal from Motorola for the Device Management System and Over The Air Programming and the option to add Time Divided Multiple Access.	Date: November 10, 2020
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 4
Recommendation - FOR POSSIBLE ACTION: For the Board to approve the proposal from Motorola for the Device Management System (DMS) and Over The Air Programming (OTAP) and the option to add Time Divided Multiple Access (TDMA) and/or take action as necessary.	

Fiscal Impact:

For Device Management System (DMS) & Over The Air Programming (OTAP): ***\$510,000***
Combined Projects - Device Management System (DMS), Over The Air Programming (OTAP), & Time Divided Multiple Access (TDMA): ***\$1,586,000***

Background:

SNACC can more efficiently manage code plugs for the radios. This would allow SNACC to program over the air rather than physically programming.

Respectfully Submitted:



Jason Manzo
Acting SNACC Administrator



SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL

PHASE 2 TDMA, OTAP, & DEVICE MANAGEMENT SERVICES

OCTOBER 9, 2020

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

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Motorola Solutions, Inc.
3332 E. Broadway Road
Phoenix, AZ 85040

October 9, 2020

Jason Manzo
Acting Administrator
Southern Nevada Area Communications Council
6000 East Rochelle Ave. Las Vegas, NV 89112

RE: Phase 2 Time Division Multiple Access, Over-the-Air Programming, and Device Management Services

Dear Mr. Manzo,

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the Southern Nevada Area Communications Council (SNACC) with a proposal for quality communications equipment and services in reference to upgrading to Phase 2 Time Division Multiple Access (TDMA) operation, Over-the-Air Programming (OTAP), and Device Management Services (DMS).

This proposal shall remain valid until December 11, 2020, and is subject to the terms and conditions of the Contract previously entered into by the SNACC and Motorola effective December 1, 2014 (the "Contract"). Motorola's proposal is subject to the terms and conditions of the Contract and the enclosed payment milestones and applicable supplemental subscription terms. To accept Motorola's proposal, the SNACC may either issue a purchase order that incorporates by reference the Contract and Motorola's proposal dated October 9, 2020, or, alternatively, SNACC and Motorola may execute a written change order to the Contract. Alternatively, Motorola would be pleased to address any concerns that you may have regarding the proposal.

Any questions the SNACC has regarding this proposal can be directed to Dane Mattoon, Sr. Account Executive, at (702) 400-2808, Dane.mattoon@motorolasolutions.com.

Our goal is to provide the SNACC with the best products and services available in the communications industry. We thank you for the opportunity to present our proposal, and we look forward to continuing to work with you to develop and implement a solution that meets your needs.

Sincerely,
MOTOROLA SOLUTIONS, INC.



Carrie Hemmen
MSSSI Vice President & Director Sales

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COMBINED PRICING SUMMARY

TDMA Upgrade Proposal	Price
Simulcast Site Licensing	\$84,000
Simulcast Channel Licensing (without DDM) – 70 channels	\$1,280,000
ASR Site Licensing	\$168,000
ASR Channel Licensing (without DDM) – 41 channels	\$656,000
Systems Integration Services	\$92,564
Total	\$2,280,564
DDM Option for ASR	\$492,000
DDM Option for Simulcast	\$840,000
System Incentive for Purchase of DDM	(\$1,168,786)
Total including Options	\$2,443,778

OTAP & DMS Advanced Proposal	Price
OTAP Equipment and Services	\$258,813
DMS Advanced Subscription - (3500 subscribers / 5 year term)	\$560,000
DMS Advanced Subscription Discount for previous RM Licenses*	(\$297,500)
DMS On Site Setup	\$30,000
DMS Training at MSI Site (2 seats)	\$3,000
System Discount	(\$50,000)
Project Total	\$504,313

Description	Price
TDMA Upgrade Proposal Total (from above)	\$2,443,778
OTAP & DMS Advanced Proposal Total (from above)	\$504,313
Bundled Project Incentive (combined purchase prior to December 11, 2020 and concurrent implementation.	(\$500,000.00)
COMBINED PROJECT TOTAL	\$2,448,091

1.1 FINANCE OPTION

Financing proposal for: **Southern Nevada Area Communications Council ("SNACC")**

Motorola Customer Financing recognizes that each opportunity presents unique issues and characteristics. Therefore, our approach involves understanding our customer's operational goals and financial objectives. Should you feel another financing structure is required, Motorola Customer Financing would welcome the opportunity to work with you.

Transaction Type:	Municipal Lease-Purchase Agreement / Tax Exempt Financing
Lessor:	Motorola Solutions, Inc. (or its Assignee)
Lessee:	Southern Nevada Area Communications Council ("SNACC")
Equipment:	As per the Motorola Solutions equipment proposal.
Title, Insurance, & Maintenance	Title to the equipment will vest with the Lessee, and the Lessee will be responsible to insure & maintain the equipment as outlined in the lease contract.
Taxes:	Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.
Balance to Finance:	\$2,448,090.69
Lease Term:	Three Years
Payment Frequency:	Annual
Lease Rate Yrs 1 & 2 ***:	0.00%
Lease Rate After Yr 2:	2.37%
*** Please note this special financing offer is being subsidized by Motorola Corporate to the bank and such subsidy is limited, subject to change, including elimination, and is only available for financed transactions.	
Lease Pmt Factor:	0.505856
Lease Payment:	\$1,238,380.41 Two pmts over 3 yrs
Payment Structure:	Arrears
Payment Commencement:	First pmt due <u>two (2) yrs after</u> contract execution

Please be advised the rates above are indicative of current market conditions and should be used for INFORMATIONAL PURPOSES ONLY. The actual lease rates will be locked on a mutually agreed upon date closer to the actual order date and will reflect then-current market conditions.

Program Highlights: Lease Payments are subject to annual appropriation, so the Lessee DOES NOT pledge its full faith and credit.

Low, tax exempt financing interest rates...the most cost effective & convenient way for State & Locals to raise cash.

No pre-payment penalties provided payment is made in-full on a regularly scheduled lease payment date.

Eliminate miscellaneous financing costs associated with bonding...NO special counsel fees, underwriter's fees, origination costs, or reserve fund requirements. Every dollar you borrow gets allocated towards your project.

Qualifications: Receipt of a properly executed documentation package.

The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

SECTION 2

TDMA UPGRADE

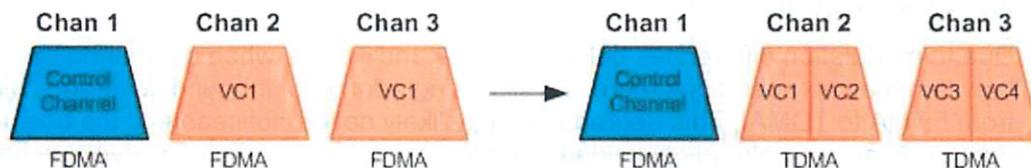
2.1 SYSTEM DESCRIPTION

The Southern Nevada Communications Council (SNACC) has requested Motorola Solutions (Motorola) to propose a solution for upgrading the current SNACC ASTRO 25 system to Project 25 Phase 2 Time Division Multiple Access (TDMA) operation. The current SNACC system consists of a twenty channel seven site IP simulcast subsystem and fourteen ASTRO Site Repeater (ASR) sites (various channel densities) operating on a M3 core configuration. The system currently operates in Frequency Division Multiple Access (FDMA) mode.

This proposed solution adds TDMA capability to the overall system, licensing for 21 total sites (seven simulcast and fourteen ASR) as well as per channel licensing for ten channels at each of the seven sites within the simulcast cell and 41 total channels across the fourteen ASR sites. To facilitate this, this proposal includes the licensing to provide zone level TDMA support, licensing for seven simulcast sites and fourteen ASR sites to support TDMA operation and licensing for 70 simulcast base stations (ten per simulcast remote site) and 41 ASR base stations (qty. per ASR site to be determined) to operate in TDMA mode. For a specific channel to support TDMA operation, it must be upgraded to TDMA capability. At an ASR site, this represents the respective base station(s) and at a simulcast cell, it represents the respective comparator(s) and associated base station(s) at each remote site. This proposal is based on the current simulcast cell site count of seven. In the event that sites were to be added to the simulcast cell, additional TDMA site and base station licenses would be required.

2.1.1 TDMA and FDMA Capability

The current configuration of FDMA allows for a single call to take place on a channel. . With the addition of P25 TDMA operation, the ASTRO 25 system leverages 2:1 TDMA channel efficiency to double voice path capacity, as compared to a P25 FDMA channel. This enhanced capacity improves the Grade of Service (GoS), leading to fewer busied calls and faster callbacks during busy situations, relative to a standard P25 FDMA system.



This improvement is due to the fact that TDMA provides double the talk path capacity in the same RF bandwidth allocation. Having this additional capacity improves GoS by reducing channel busies. Furthermore, callbacks are faster due to the greater availability of talk paths in the TDMA solution. If more voice path capacity is not required, the RF spectrum can be redeployed for packet data services at the same site, or be redeployed at another site that needs more voice path capacity. P25 TDMA also provides 6.25e (6.25 “equivalent”) operation for satisfying potential future FCC spectral efficiency requirements.

Motorola's ASTRO 25 systems provide for a maximum of 36 active calls per site. Active calls consist of FDMA voice calls, TDMA voice calls, IV&D or Enhanced Data channels. This is noted as SNACC's simulcast cell currently consists of 20 total FDMA channels. As such applying TDMA to all channels within the simulcast cell would result in 38 possible active calls, exceeding the ASTRO 25 capabilities. Therefore, to migrate to full TDMA operation, only a subset of channels need to be converted and the actual site channel count can be reduced to lower operating expenses.

2.1.2 Dynamic Dual Mode (Optional)

Keeping interoperability between FDMA and TDMA users in mind, Motorola has developed advanced capabilities to ensure that TDMA systems can support FDMA user radios. Dynamic Dual-Mode provides the capability for any TDMA enabled base station in the system to dynamically operate in either FDMA or TDMA mode. The mode is determined by the capabilities of the units participating in the call, with no user intervention.

Due to the power of the dedicated control channel on Motorola systems, Dynamic Dual Mode enables users to interoperate between FDMA and TDMA call types on the same channel. DDM includes two features: Dynamic Channel Assignment and Dynamic Talkgroup Assignment:

- Dynamic Channel Assignment—Dynamic Channel Assignment provides efficient system operation by dynamically switching the base station between P25 FDMA mode and P25 TDMA mode based on the needs for the call assigned to the station. Any station can potentially be configured as FDMA-only, TDMA-only or Dynamic (FDMA/TDMA).
- Dynamic Talkgroup Assignment—Dynamic Talkgroup Assignment improves interoperability by allowing FDMA and TDMA users to operate in the same talkgroup. When a dynamic talkgroup has both FDMA user and TDMA users affiliated with the system, the talkgroup call will proceed in FDMA mode without requiring any user intervention. Should P25 TDMA-only users be affiliated with a talkgroup, the call will take place in the P25 FDMA.

As requested by SNACC, this proposal includes Dynamic Channel Assignment capability for each proposed TDMA channel. Dynamic Talkgroup Assignment capability has not been included within this proposal. The addition of Dynamic Talkgroup Assignment would require further licensing for each TDMA enable site.

2.1.3 RF Coverage Impact

Due to modulation differences between FDMA and TDMA, when comparing coverage between the two operations there is a slight degradation of inbound coverage when moving from FDMA to TDMA. This degradation may likely not be noticeable to the user unless they operate in an area already considered fringe. In areas where Talk-in coverage has been unacceptably degraded, Motorola recommends a receive diversity antenna at some or all of the sites to compensate for the degradation. At this time, Motorola has not performed a coverage study/analysis to determine the probable differences caused by the proposed TDMA solution to SNACC's existing coverage. If requested by SNACC, Motorola can model TDMA coverage to identify potential areas of impact and identify candidate sites for a diversity antenna. Equipment and services to add receive diversity to RF sites has not been included in the proposed solution.

2.1.4 Subscriber reprogramming

APX Subscribers with TDMA operation license will be able to access the TDMA talkgroups with minor changes in the code plug through CPS. The proposed solution does not include subscriber upgrades to enable TDMA capability or any related reprogramming services.

2.1.5 Backhaul Impact

As the proposed TDMA upgrade provides for an increase in the number of talkpaths used on the system, the bandwidth required from the backhaul will increase. As this proposal is to provide per channel and per site pricing only and does not represent a final design, bandwidth requirements have not been calculated. Motorola will work with SNACC to determine the required bandwidth of the final design and verify if current backhaul is sufficient.

2.2 EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0273	MASTER SITE CONFIGURATION
1	CA02629AC	ADD: EXPAND 7.17 M CORE
7	UA00159AA	ADD: P25 PHASE 2 TDMA TRKNG OP SITE LIC
14	UA00159AA	ADD: P25 PHASE 2 TDMA TRKNG OP SITE LIC
70	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
41	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
1	T7140	G-SERIES SOFTWARE UPGRADE
10	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
10	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
10	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
10	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
10	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
10	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
10	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
10	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
41	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
OPTIONAL DDM		

QTY	NOMENCLATURE	DESCRIPTION
70	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
41	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
10	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
10	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
10	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
10	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
10	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
10	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
10	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
41	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE

2.3 STATEMENT OF WORK

2.3.1 Motorola Integration Services

To ensure a smooth system installation and deployment, our solution includes the following services:

- Project Management.
- Field Engineering.
- System configuration and optimization.
- Functional acceptance testing and documentation.

This solution will be configured, optimized, tested, and cutover by our dedicated Project Implementation Team.

Excluded Services:

- Subscriber upgrades, programming or related services.
- Modifications to backhaul.
- Modifications to antenna systems.

2.3.1.1 Responsibility Matrix

Motorola will install and configure the proposed software and licensing as detailed in the System Description and Equipment Lists. Table 2-1 describes the tasks and responsibilities involved with installation, configuration, optimization, and testing.

Prior to starting any upgrades, Motorola and Customer shall conduct a Design Review to confirm the operational requirements and proposed configurations and services. Any deviations from the proposed solution will be documented and contract documents will be updated accordingly. A Change Order will be executed in accordance with any material changes resulting from the Design Review.

Implementation services included as part of this proposal will occur between normal business hours, Monday – Friday, 8:30am-5pm. Should Customer require services to occur

during non-business hours, additional costs may apply and will be handled via the change order process.

Table 2-1: Project Tasks and Responsibilities

Tasks	Motorola	Customer
Kickoff and Team Creation		
Assign a Project Manager as a single point of contact.	X	X
Conduct kickoff meeting.	X	X
Design Review		
Review the System Description and Statement of Work.	X	X
Develop a mutually agreed upon project schedule (Performance Schedule).	X	X
As required, submit design documents for Customer approval.	X	
Site Access		
Provide access to sites as required.		X
Installation and Programming		
Provide required Ethernet bandwidth and connectivity.		X
Coordinate Motorola software and licensing installation.	X	
System Optimization and Testing		
Configure new software and licensing for TDMA operation in accordance with design documents.	X	
Verify that all equipment is operating properly.	X	
Test features and functionality in accordance with Acceptance Test Plan.	X	
Witness the functional testing.		X
Sign the System Acceptance Certificate		X
Resolve any punchlist items	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Finalize Documentation		
The documentation will include the following: <ul style="list-style-type: none"> - Updated configurations. - Functional acceptance test plan test sheets and results. Documentation will be delivered in Adobe PDF format on CD/DVD or USB (2 copies).	X	
Receive and approve documentation.		X
Final Acceptance		
Sign the Final Project Acceptance certificate		X

2.3.1.2 Change Order Process

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

Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

2.4 PROJECT SCHEDULE

The estimated project duration from Project Kickoff to Acceptance is expected to be between two to four months.

A detailed project schedule will be developed by the Motorola Solutions' Project Manager upon contract award and mutually agreed upon during the Contract Design Review (CDR) phase of the project.

2.5 ACCEPTANCE TESTING

System Acceptance of the proposed solution will occur upon successful completion of a Field Acceptance Test Plan (FATP). This plan will validate that the solution will operate according to its design parameters. A FATP has been provided below and will be reviewed or finalized during the Design Review.



Site Trunking FDMA/TDMA Mixed Sites

2.5.1 Talkgroup Call

1. DESCRIPTION

When a site goes into Site Trunking, radios with Talkgroup Call capability will be able to communicate with other members of the same talkgroup at that same site. Members of the same talkgroup at other sites will not be able to monitor those conversations.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 1
RADIO-3 - SITE - SITE 2
RADIO-4 - TALKGROUP 1
RADIO-4 - SITE - SITE 2

Note: All Radios should be "Site Locked"

VERSION #1.010

2. TEST

- Step 1. Place SITE 1 into the Site Trunking mode.
- Step 2. Initiate a Talkgroup Call with RADIO-1 on TALKGROUP 1 at SITE 1.
- Step 3. Observe that only RADIO-2 will be able to monitor and respond to the call. Note that RADIO-3 and RADIO-4 are not able to monitor the call since the site is not in wide area operation.
- Step 4. Initiate a Talkgroup Call with RADIO-3 on TALKGROUP 1 at SITE 2.
- Step 5. Observe that only RADIO-4 will be able to monitor and respond to the call.

Pass ____ Fail ____

Site Trunking FDMA/TDMA Mixed Sites

2.5.2 Call Alert

1. DESCRIPTION

Call Alert is a tone page that allows a user to selectively alert another radio unit. When a site is in Site Trunking, Radios at the site will only be able to Call Alert other radios at the same site. The initiating radio will receive notification from the trunked system as to whether or not the page was received by the target radio.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 1

Note: All Radios should be "Site Locked"

VERSION #1.010

2. TEST

- Step 1. Place SITE 1 into the Site Trunking mode.
- Step 2. Using RADIO-1, press the page button.
- Step 3. Enter the Unit ID of RADIO-2 with the keypad, or scroll to the location where this ID is stored.
- Step 4. Press the PTT to initiate the Call Alert.
- Step 5. Verify that RADIO-2 received the Call Alert.
- Step 6. Exit the Call Alert mode and return to normal talkgroup mode.
- Step 7. Return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass____ Fail____

Site Trunking FDMA/TDMA Mixed Sites

2.5.3 Continuous Assignment Updating

1. DESCRIPTION

When a talkgroup is assigned a voice channel, the site controller continues to transmit the channel assignment on the control channel for the duration of the Talkgroup Call. Radios coming into use on the system are automatically sent to voice channels with conversations in progress involving their selected talkgroups.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 1
RADIO-3 - SITE - SITE 1

Note: All Radios should be "Site Locked"

VERSION #1.010

2. TEST

- Step 1. Place SITE 1 into the Site Trunking mode.
- Step 2. Turn OFF RADIO-1.
- Step 3. Initiate a Talkgroup Call using RADIO-2.
- Step 4. While the Talkgroup Call is in progress, turn on RADIO-1.
- Step 5. Observe that RADIO-1, which was just brought back into service, joins the Talkgroup Call already in progress.
- Step 6. Release the PTT of RADIO-2. Switch RADIO-1 to TALKGROUP 2.
- Step 7. Initiate a Talkgroup Call using RADIO-2.
- Step 8. While the Talkgroup Call is in progress, turn RADIO-1 back to TALKGROUP 1.
- Step 9. Observe that RADIO-1, which was just set back to TALKGROUP 1, joins the Talkgroup Call already in progress.
- Step 10. Return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass ____ Fail ____

Site Trunking FDMA/TDMA Mixed Sites

2.5.4 Dynamic FDMA/TDMA Emergency Alarm and Call

1. DESCRIPTION

Users in life threatening situations can use the Emergency button on the radio to immediately send a signal to the dispatcher and be assigned the next available voice channel if the FDMA/TDMA mode of the call can be supported by the available resource. Otherwise, the first call in the queue that can be supported by the available resources is assigned. To demonstrate this, an Emergency Alarm and Call will be initiated from a subscriber which will be received by a subscriber affiliated at any site of any zone in the system. In this case, the first available resource CANNOT support the FDMA call mode.

Note: In Site Trunking, the mode of all calls is dynamically determined by the Site Controller and Emergency Call operation is always Top of Queue. If the subscriber does not have the Display option, the Emergency ID will not be displayed.

SETUP

RADIO-1 (TDMA) - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-3 (TDMA) - TALKGROUP 2
RADIO-3 - SITE - SITE 1
RADIO-4 (TDMA) - TALKGROUP 3
RADIO-4 - SITE - SITE 1
RADIO-5 (TDMA) - TALKGROUP 4
RADIO-5 SITE - SITE 1
RADIO-8 (FDMA-only) - TALKGROUP 1
RADIO-8 - SITE - SITE 1

Note: All Radios should be "Site Locked"

VERSION #1.010

2. TEST

- Step 1. Place SITE 1 into the Site Trunking mode. Simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel and one voice channel.
- Step 2. Initiate calls with both RADIO-3 and RADIO-5 and keep these calls in progress until instructed to release.
- Step 3. Key RADIO-4 and verify the radio receives a busy tone.
- Step 4. Using RADIO-1 send an Emergency Call by pressing the emergency switch and then the PTT switch.
- Step 5. Observe that RADIO-1 cannot transmit due to the voice channel being busy. End the call on RADIO-3.
- Step 6. Observe that RADIO-4 receives the call back before RADIO-1 and is able to proceed with the call because the available channel resource can only support a TDMA call.
- Step 7. Dekey RADIO-5 and RADIO-4. Observe that RADIO-1 receives the callback and is able to proceed with the call.
- Step 8. Observe that the display on RADIO-8 denotes an emergency and the unit ID or alias of RADIO-1.
- Step 9. Dekey RADIO-1 and end the Emergency Call by holding down the Emergency button on RADIO-1 until an alert tone sounds. Verify RADIO-1 returns to normal operation.
- Step 10. Return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass ____ Fail ____



2.6 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

2.7 WARRANTY AND MAINTENANCE

Motorola will provide warranty services per our standard warranty terms and conditions.

Existing maintenance and support agreements for modified equipment and sites will not be modified or impacted by the proposed upgrade.

2.8 PRICING SUMMARY

Description	Price
Simulcast Site Licensing	\$84,000
Simulcast Channel Licensing (without DDM) – 70 channels	\$1,280,000
ASR Site Licensing	\$168,000
ASR Channel Licensing (without DDM) – 41 channels	\$656,000
Systems Integration Services	\$92,564
Total	\$2,280,564
DDM Option for ASR	\$492,000
DDM Option for Simulcast	\$840,000
System Incentive for Purchase of DDM	(\$1,168,786)
Total including Options	\$2,443,778

Payment Schedule for Individual Proposal

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment and software;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

2.9 CONTRACTUAL DOCUMENTATION

SNACC and Motorola previously entered into a Contract effective December 1, 2014 (the "Contract"). Motorola's proposal is subject to the terms and conditions of the Contract and the enclosed payment milestones. To accept Motorola's proposal, the SNACC may either issue a purchase order that incorporates by reference the Contract and Motorola's proposal dated October 9, 2020, or, alternatively, SNACC and Motorola may execute a written change order to the Contract.



SECTION 3

OTAP & DEVICE MANAGEMENT ADVANCED SERVICES

3.1 SYSTEM DESCRIPTION

3.1.1 Solution Overview

Based on the Southern Nevada Area Communications Council's ("SNACC") request for the ability to perform Over-the-Air Programming and Radio Management functionality, Motorola Solutions Inc. ("Motorola") is proposing the following enhancements to the existing SNACC ASTRO 25 Radio System:

- Addition of Over-the-Air Programming (OTAP) capability to the SNACC Network.
- Device Management Services (DMS Advanced) to simplify and add efficiency to the management of SNACC's subscriber radio fleet.

3.1.2 ASTRO 25 OTAP

Over-The-Air Programming (OTAP) includes the addition of an Intelligent Middleware (IMW) Server to the SNACC System. The IMW server will allow SNACC to reprogram OTAP capable subscribers over the RF infrastructure, utilizing the existing IV&D capabilities of the SNACC system.

The programming application is a value-added enhancement that is above and beyond the P25 suite of standards. OTAP enables properly equipped user radios to be remotely configured from the network by sending a sequence of commands over-the-air via the data transport layer of the radio system. OTAP enables reconfiguration of user radio functionality without physically touching the radio.

Motorola's OTAP uniquely provides voice priority over data that is configurable to ensure that critical voice messages are prioritized over data transmissions. OTAP has the benefit of:

- No loss of voice communications while reprogramming occurs.
- Resumption of programming automatically after interruption due to a voice call.
- Elimination of time spent tracking assets for reprogramming.

Parameters that are accessible from Customer Programming Software (CPS) and Radio Manager used to program mobile and portable radios are accessible via OTAP. OTAP allows end users and user radios to stay in the field during the reconfiguration process, thus saving valuable time and resources. It utilizes industry-standard P25 data, and requires the P25 data capability to be enabled within the subscriber radios.

3.1.2.1 Data Included in OTAP Provisioning Process

The subscriber is fully available for voice calls during the OTAP reprogramming of the radios operational personality. If a call is initiated or received during reprogramming, the OTAP application will pause and allow the call to proceed. Once the call is complete, the OTAP reprogramming will resume without any user involvement. The radio user is free to roam from site to site within the coverage footprint of the trunked system while the download is taking place.

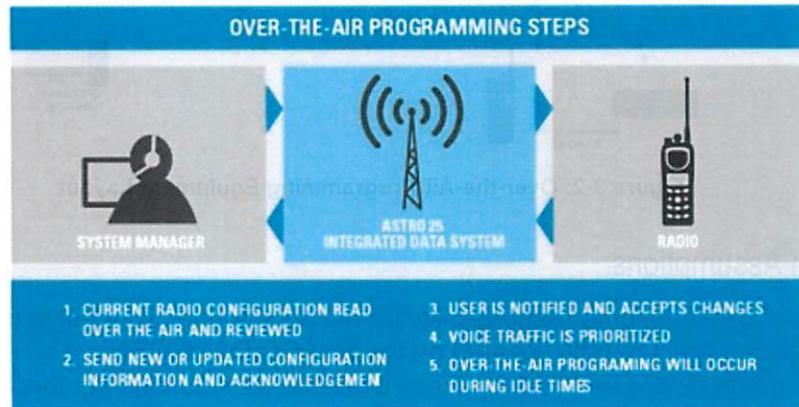


Figure 3-1: Over-the-Air Programming Steps

3.1.2.2 Utilization of the Voice Channel for OTAP

Motorola's OTAP feature utilizes the radio site's voice channel. The radio can continue to receive voice calls while downloading a new codeplug. If the user presses PTT during the download, the download is temporarily halted and the radio returns to its voice channel and participates in the voice call. When the voice transmission finishes, the data download can continue.

3.1.2.3 IMW Presence Service

The Presence Service resides on the IMW server within the Customer Enterprise Network (CEN) on a Windows-based server running the Microsoft Windows Server 2012 R2 (64 bit) operating system. The Presence Service provides the interface between CPS residing on the CEN and the subscriber units residing on the ASTRO 25 system. Upon activation, the subscriber unit registers with the Presence Service, which in turn provides CPS with the information necessary to determine how to communicate with the subscriber unit of the ASTRO 25 system.

3.1.2.4 Equipment Layout

The figure below displays the layout of the proposed equipment.

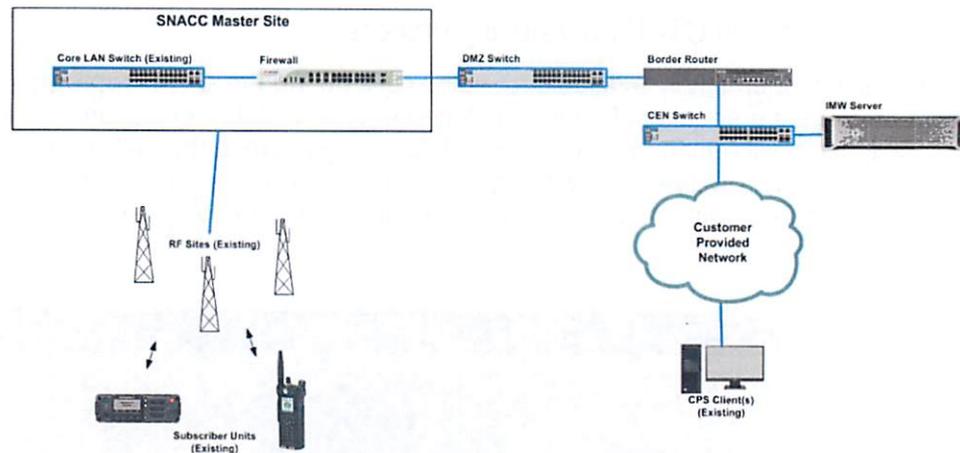


Figure 3-2: Over-the-Air Programming Equipment Layout

3.1.2.5 Design Assumptions:

- SNACC will assume responsibility for network connectivity between all interested agencies and the IMW located on the SNACC DATA CEN.
- Adequate power and rack space is available for solutions servers.
- Redundant configuration for the IMW Server is not required.
- All subscribers are currently equipped with IV&D and OTAP licensing/capability. In the event that a subscriber unit does not have these capabilities, it will need these added to the unit. Subscriber upgrades for IV&D and OTAP are not included in this proposal.
- Subscriber reprogramming to enable OTAP in codeplug will be performed by SNACC.
- CPS clients to be provided by SNACC.

3.1.2.6 Major System Components

- One (1) IMW Server with the following licenses:
 - 11,000 Resources for Presence Services
- One (1) Fortinet FG101-E Firewall
- One (1) GGM 8000 Border Router
- One (1) HPE Aruba 2930F-24 DMZ Switch
- One (1) HPE Aruba 2930F-24 CEN Switch

3.2 EQUIPMENT LIST

Qty	Nomenclature	Description
1	SQM01SUM0257	INTELLIGENT MIDDLEWARE
1	CA02384AE	ADD: UNIFIED NETWORK SERVICES SOFTWARE
1	CA02354AA	ADD: ASTRO NETWORK APPLICATION INTERFACE
1	UA00060AA	ADD: 5001-10,000 RESOURCES FOR PRESENCE
1	CA02362AE	ADD: MCAFEE STANDALONE ANTI VIRUS SOFTWARE
1	CA03607AA	ADD:IMW NON-REDUNDANT HIGH TIER SERVER
1	CA02053AE	ADD: SUPPLEMENTAL CD IA (IMW)
1	T8108	UNS RESOURCE EXPANSIONS
1	CA03096AA	ADD: ADDITIONAL RESOURCES TO AN EXISTING SERVICE
1	UA00056AA	ADD: 501-1000 RESOURCES FOR PRESENCE
1	T8586	FORTINET FIREWALL APPLIANCE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1868	2930F 24-PORT SWITCH

3.3 OTAP SERVICES

Motorola will install and configure the proposed equipment summarized in the attached System Description and Equipment List.

Prior to starting any equipment installations, Motorola and SNACC shall conduct a site readiness review examine existing work, or work performed by others, that is required to support the proposed design.

Implementation services included as part of this proposal are based on a single mobilization and will occur between normal business hours, Monday – Friday, 8:30am-5pm. Should SNACC require services to occur during non-business hours, additional costs may apply and will be handled via the change order process.

3.3.1 Motorola Integration Services

To ensure a smooth system installation and deployment, our solution includes estimates for the following services:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Conduct a project kickoff meeting to review project design, scope, deliverables and schedule.

- Installation of proposed equipment at a single location (SNACC Headquarters or other location to be determined by SNACC).
- Configuration, and optimization of proposed equipment for operation on SNACC network.
- Functional testing and Documentation.

3.3.2 SNACC Responsibilities

- Assign a Project Manager, as the single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.
- Perform any required site improvements as required to support the proposed design.
- Provide space and power in existing or new rack or cabinet for proposed equipment.
- Provide connectivity between network switch and Customer network.
- Perform subscriber upgrades and programming as required.

3.3.3 Project Schedule

The estimated time for completion of the project is two to four months from Project Kickoff through Final Project Acceptance. A mutually agreed upon detailed project schedule will be developed by the Motorola Solutions' Project Manager upon contract award during the Contract Design Review (CDR) phase of the project.

3.3.4 System Support

Motorola Solutions will provide warranty services per our standard warranty terms and conditions as outlined within the existing Agreement, B&Q #31428, Lease Purchase #23636. In addition to the warranty services, Motorola Solutions has included our Advanced Plus Services package to commence with and run concurrently with the Warranty Period.

3.3.5 Advanced Plus Services Overview

Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and onsite support. The proposed offering consists of the following specific services:

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

These services will be delivered through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within Motorola's Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The



collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

3.3.6 Advanced Plus Services Description

3.3.6.1 Centralized Service Delivery

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

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

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola's recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

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

3.3.6.2 Field Service Delivery

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

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

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

3.3.6.3 Network Hardware Repair

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

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

3.3.6.4 Security Management Operations

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

3.4 DEVICE MANAGEMENT SERVICES-ADVANCED

3.4.1 Overview

Managing user radio configurations can be a laborious, time intensive process that distracts SNACC's personnel from their core objectives. To provide SNACC with more efficient user radio fleet management and expert support, Motorola Solutions proposes the Advanced tier of our Device Management Services (DMS Advanced) for APX™ radios. DMS Advanced enables you to keep your APX two-way user radio fleet up-to-date and organized with minimal effort.

Motorola Solutions proposes to provide SNACC with the following DMS Advanced elements:

- A subscription license to Motorola Solutions' Radio Management (RM) programming tool. The subscription license included in this proposal is for 3500 APX user radios.

- The RM software will be hosted by Motorola Solutions and remotely accessed by SNACC through a secure Internet connection. Hosted service includes access to Motorola Solution's MyView Portal
- Technical Support for the Radio Management tool.
- On-Site Setup Assistance
- Radio Management User Training

3.4.2 Radio Management Software Licensing

Radio Management is a radio programming software tool that helps streamline the configuration and administration of SNACC's APX user radio fleet, and reduces programming time. Instead of programming one radio at a time, technicians will be able to use Batch Programming to program or update up to 16 radios simultaneously via an Over-The-Air-Programming (OTAP), USB, or Wi-Fi connection.

To effect changes and updates efficiently and with minimal downtime, Radio Management can leverage Over-the-Air Programming (OTAP) in conjunction with Voice Priority and Differential Write functions. The Voice Priority function ensures that personnel can continue to use their radios while receiving updates by pausing update transmission during voice calls. Once the call ends, the update process will resume from the point it paused. Differential Write reduces data usage by only transmitting new changes to a user radio's programming, allowing more radios to receive updates simultaneously.

3.4.2.1 Radio Management Hosting

Motorola Solutions will host SNACC's Radio Management database, configurations, and codeplug data on Motorola Solutions' secure hosted server, removing the burden of server management and improving programming efficiency. Hosting data in Motorola Solutions' server frees SNACC from managing server security, maintenance, patching, and backup. Since the data is stored in a secure, remote server, SNACC's personnel will be able to program radios from any location with internet access available.

3.4.2.2 MyView Portal

MyView Portal is a secure, web-based tool for consolidating and accessing service information and SNACC's inventory data. SNACC personnel will be able to use MyView Portal to track information pertaining to Motorola Solutions-provided services, such as the status of repair work, preventive maintenance, and support tickets. To help SNACC review and manage your APX user radio fleet, your personnel will be able to access key user radio information, including serial number, unit number, current configuration, and current firmware version. With a few clicks on any web enabled device, personnel will be able to retrieve status information on SNACC's APX user radio fleet and provide it to management and end-users.

3.4.3 Radio Management Technical Support

Motorola Solutions Radio Management Technical Support will be available to assist with diagnosing and resolving any Radio Management software malfunctions. Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting technical support calls to provide the support needed to resolve issues quickly.

3.4.4 On-Site Setup Assistance

On-Site Setup is designed to assist SNACC in the deployment and initial configuration of the Radio Management tool, and provide SNACC's personnel with foundational understanding of the core features and functions of the tool.

During setup, SNACC's personnel will shadow a Motorola Solutions technician as they set up access to the hosted Radio Management software, configure a programming client, and commission an initial group of radios to test the Radio Management software's functionality. Technicians from SNACC's team will be able to observe the process, learning optimal methods for setting up and operating the Radio Management software.

3.4.5 Radio Management Training

Motorola Solutions will supply Radio Management training courses for SNACC's personnel, providing them with an in-depth understanding of the programming tool. Detailed course information is included with Motorola Solutions' training plan.

3.5 STATEMENT OF WORK FOR DEVICE MANAGEMENT SERVICES-ADVANCED

3.5.1 Overview

Device Management Services - Advanced ("DMS Advanced") for APX™ subscriber radios provides Customer with use of Radio Management programming software licensed on a per-radio basis, Technical Support for the Radio Management tool, and other elements as described in the following sections.

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Subscription Services Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the Device specifically named in the Agreement.

3.5.2 Hosted Radio Management

3.5.2.1 Scope

Motorola Solutions will host the Customer's Radio Management server database in the cloud. The Customer will be able to access radio fleet provisioning data easily, while Motorola Solutions will be responsible for maintaining the server and stored data.

Systems may be unavailable after normal business hours due to maintenance.

3.5.2.2 Motorola Solutions Responsibilities

- Host the Radio Management server and associated Job Processor software in a secure cloud environment.
- Keep the Radio Management server software up-to-date with all software and security patches.
- Back up the Radio Management Customer subscriber radio database and restore from backups as needed.
- Provide necessary access information, such as login information, IP addresses, and port numbers.
- Provide access to MyView Portal, as further described below.
- Provide current Radio Management Client software downloads via MyView Portal.
- Provide a link between Radio Management and MyView Portal.
- Monitor the status of the Radio Management cloud platform.
- Notify the Customer, via Remedy case notifications, of any scheduled maintenance or other planned outages, and through Remedy and MyView Portal of any unplanned outages. Routine maintenance will be performed outside of normal business hours.
- Provide Entitlement ID for subscriber radios covered by DMS Advanced.

3.5.2.3 Limitations and Exclusions

The following activities are outside the scope of DMS Advanced:

- Firmware updates, patching, creating required aliases, and other OTAP setup activities. It is assumed for this service that OTAP is in working order on the P25 system.
- Wi-Fi network changes or implementation, including security, bandwidth, coverage, design, and maintenance.
- To program APX subscriber radios over Wi-Fi, the Customer must have enabled Wi-Fi on them.

3.5.2.4 Customer Responsibilities

- Provide contact information (including email addresses) for the Radio Management administrator.
- Provide contact information (including email addresses) for the subscriber radio provisioning agency or agencies.
- Administer provisioning agency Radio Management accounts.
- Develop a USB IP plan if programming using a USB hub.
- Provide a fully functional WPA2 Wi-Fi network with Internet access for device programming. Other security methods, including WPA2-Enterprise, are not supported.
- Provide and maintain on-premises computing hardware and operating systems for Radio Management elements in accordance with the Radio Management System Planner.
- Any measures necessary to maintain the Customer's IT security policies for the on-premises Radio Management elements, including any necessary maintenance. Maintenance and security practices may also include application of Operating System patches, Antivirus support, and Configuration Management.



- Maintain the Radio Management client software and device programmer on a supported version.
- Provide, maintain, and monitor internet access to the hosted Radio Management elements for the Radio Management client computer and device programmer.
- Maintain the configuration data in the Motorola Solutions-hosted database.
- Program subscribers using Radio Management as needed.

3.5.2.5 MyView Portal Access

MyView Portal is an optional tool available for customers to track the status of subscriptions and service contracts, including start and end dates. MyView displays the serial number, configuration and firmware versions of all the APX devices in the Customer's fleet. This portal includes order, RMA, and tech support ticket status, as well as a consolidated download site for software and documentation.

3.5.2.6 Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view the Customer's data.
- Provide technical support to answer end user questions between the hours of 7am to 7pm CST Monday through Friday, excluding US holidays. In addition the Customer may send email to portal.support@motorolasolutions.com to address any portal specific questions or concerns.
- Keep the site updated with the latest Customer information.
- Establish and maintain connectivity between Radio Management and MyView Portal.
- Motorola Solutions Customer Support Manager ("CSM") will assist the Customer in establishing a MyView Portal account.

3.5.2.7 Customer Responsibilities

- Create a MyView Portal account if the Customer does not have an existing account.
- During the DMS Advanced onboarding process, provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Protect login information against unauthorized use.
- Work with Motorola Solution CSM to update information as needed.

3.5.3 Radio Management Technical Support

3.5.3.1 Scope

Motorola Solutions' Radio Management Technical Support service provides telephone consultation for issues pertaining to Radio Management software malfunctions. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

The Customer may contact the CMSO Call Management Center (800-MSI-HELP) at any time (24 hours a day / 7 days a week / 365 days per year) and a Motorola Solutions representative will log a technical request in the Case Management System on the

Customer's behalf. In addition, the Customer may send email to portal.support@motorolasolutions.com to address any portal specific questions or concerns.

Motorola Solutions will then respond to the Customer case within two hours of case creation, during support hours. Support hours are 7am to 7pm CST, Monday through Friday, excluding US holidays.

3.5.3.2 Motorola Solutions Responsibilities

- Provide technical support for Radio Management software malfunctions.
- Provide technical support for the Radio Management Device Programmer software used to program via USB cable, Over-the-Air Programming ("OTAP"), or Wi-Fi.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer Case per the defined timeframes.

3.5.3.3 Limitations and Exclusions

- Requests for assistance in the use of the Radio Management software tool are outside the scope of Radio Management Technical Support.
- Assistance with programming subscriber radios.

3.5.3.4 Customer Responsibilities

- Provide a list of the Customer's Problem Management contacts
- Coordinate with Motorola Solutions to define Problem Management Policies
- Provide Motorola Solutions with additional information when required.

3.5.4 Motorola Solutions On-site Setup Assistance

3.5.4.1 Scope

Motorola Solutions On-site Setup activities will assist the Customer with the deployment and initial commissioning of Radio Management elements, hardware, and software, at one Customer location. Customer representative(s) are expected to participate in all activities, through which they may acquire a foundational understanding of the core features and functions of the tool and its configuration.

This engagement consists of three parts:

- Pre-deployment. One pre-deployment teleconference call for planning the on-site activities.
- On-site. Motorola Solutions at Customer location for three consecutive, 8-hour business days (Tuesday to Thursday).
- Wrap-up. One follow-up teleconference call to close out the engagement.

Customer and Motorola Solutions will collaborate to establish mutually agreeable times and days for the engagement.

3.5.4.2 Motorola Solutions Responsibilities

- Perform project management tasks between the on-site setup team and the cloud-hosted team.
- Review deployment details agreed during the pre-deployment phase, including network connectivity, computer locations, and codeplugs.
- Install and configure Radio Management Client and Radio Management Device Programmer software on Customer-provided computers (one location).
- Configure Wi-Fi and OTAP Device Programmers at this location, if applicable.
- Input a sample group of subscriber radio serial numbers, including at least a few subscriber radios per user group and radio type. Select and write a proper template to the sample subscriber radio group.
- Test subscriber radio configuration for each user group and radio type.
- Test subscriber radio connectivity over each applicable connection, including USB, OTAP, Wi-Fi.
- Onboard up to 100 DMS Advanced covered subscriber radios, including subscriber radios added as test runs, into the Radio Management user database if the Customer has made subscriber radios available for onboarding.
- Introduce solution to the Customer ("mini training"). Handoff subscriber radio commissioning to the Customer's technicians. This introductory, on-the-job training is not intended to replace in-depth training available through Motorola Solutions' detailed education courses.
- Allow the Customer's technicians to join deployment to informally learn about Radio Management functions and subscriber radio commissioning. This introductory, on-the-job training is not intended to replace in-depth training available through Motorola Solutions' detailed education courses.
- Successfully demonstrate a radio programming job over the Customer's available connection types.

3.5.4.3 Limitations and Exclusions

- Configuration of the Customer's Wi-Fi network or P25 OTAP network infrastructure is outside the scope of the On-site Setup service.
- Template and fleetmap design and creation, production of codeplugs.
- Customer IP Network design or modifications.

3.5.4.4 Customer Responsibilities

- Prior to deployment:
 - Establish codeplug and template for each user group and radio type.
 - Establish working internet access for all Device Programmer and Radio Management Client computers.
 - Set up machine names for all Device Programmer and Radio Management Client computers, and make them available to Motorola Solutions.
 - Create a list of users.
 - Ensure Wi-Fi and OTAP connectivity has been established, if programming via those connections.
- The Customer will deploy the computing hardware and software for radio programming stations not located at the main location.



- Provide subscriber radios to Motorola Solutions for commissioning by start of the on-site activities.
- Have the Customer's technicians available to shadow the on-site setup team while they install Radio Management elements.
- Assign technicians to commission remaining subscriber radios in the Customer's fleet.
- Provide IT representation to address network connectivity, routing, and access.

3.5.5 Radio Management Training

Radio Management Training provides detailed instruction for radio technicians on how to use the Radio Management programming tool, how to manage a fleet of devices, and how to administer access to Radio Management through MyView portal, if applicable. Upon completing the training, participants will be able to provision and program their APX radio fleet.

Training includes 2.5 days of instruction at a Motorola Solutions facility for two participants.

Motorola Solutions Responsibilities

- Provide access to the training class.
- Provide training material for class.
- Provide an instructor to lead the training workshop.

Customer Responsibilities

- Coordinate travel and pay for all related travel expenses for students to travel to a Motorola Solutions facility if receiving training at a Motorola Solutions facility.

3.6 PRICING SUMMARY

Description	Price
OTAP Equipment and Services	\$258,813
DMS Advanced Subscription -3500 subscribers / 5 year term	\$560,000
DMS Advanced Subscription Discount for previous RM Licenses*	(\$297,500)
DMS On Site Setup	\$30,000
DMS Training at MSI Site (2 seats)	\$3,000
System Discount	(\$50,000)
PROJECT TOTAL	\$504,313

*Discounted pricing includes credit for previously purchased RM licenses under discontinued CapEx model.

Payment Schedule for Individual Proposal

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment and software;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services Motorola will invoice Customer annually in advance of each year of the plan.

3.7 CONTRACTUAL DOCUMENTATION

SNACC and Motorola previously entered into a Contract effective December 1, 2014 (the "Contract"). Motorola's proposal is subject to the terms and conditions of the Contract and the enclosed Subscription Services Addendum and payment milestones. To accept Motorola's proposal, the SNACC may either issue a purchase order that incorporates by reference the Contract and Motorola's proposal dated October 9, 2020 or, alternatively, SNACC and Motorola may execute a written change order to the Contract.

SUBSCRIPTION SERVICES ADDENDUM

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

The terms of the Addendum, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Addendum and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

1. DEFINITIONS

All capitalized terms not otherwise defined in this Addendum shall have the same meaning as defined in the Primary Agreement. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Addendum.

"Administrator" means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

"Anonymized" means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

"Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Addendum, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Addendum; or is explicitly approved for release by written authorization of the disclosing Party.

"Customer Data" means Native Data provided by Customer to Motorola hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola.

"Documentation" means the technical materials provided by Motorola to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

"Effective Date" means, as applicable, the date of the last signature to include this Addendum., unless access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer, in connection with or relating to the Solution and Subscription Services.

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

“Licensed Product” means 1) Software, whether hosted or installed at Customer’s site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

“Native Data” means data that is created solely by Customer or its agents.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

“Software” means the Motorola owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

“Solution” means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services.

“Statement of Work” If included, the Statement of Work (“SOW”) describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola will provide to Customer under this Addendum, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

“Subscription Services” or “Services” means those subscription services to be provided by Motorola to Customer under this Addendum, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola, as applicable.

“Users” means Customer’s authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.

2. SCOPE

2.1 Subscription Services. Motorola will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola (“Incorporated Document(s)”), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be set forth in a Statement of Work, as applicable. In the event of a conflict between an Addendum and a Statement of Work, , the Addendum will govern resolution of the conflict. Motorola and Customer will perform their respective responsibilities as described in this Addendum and Statement of work and any applicable Incorporated Documents.

2.2 Changes. Customer may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

2.3 Non-solicitation. During the term of this Addendum and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

3. TERM

3.1 Term. Unless a different Term is set forth in the Primary Agreement, or the Incorporated Documents, the Term of this Agreement begins on the Effective Date and continues for twelve (12) months. The Agreement renews automatically annually on the anniversary of the Effective Date, unless either Party notifies the other of its intention to not renew the Addendum at least thirty (30) days before the anniversary date or until termination by either Party in accordance with the Termination section of the Addendum.

3.2 Minimum Initial Term. For certain Subscription Services, a minimum initial term greater than one year may be required ("Minimum Initial Term"). Following the Minimum Initial Term, this Addendum will automatically renew upon each anniversary of the Effective Date for a successive renewal term of the same duration as the Minimum Initial Term, unless either Party: 1) notifies the other of its intention to not renew the Addendum (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the Addendum, including non-payment of fees for the renewal period by the anniversary date.

3.3 Renewals. The terms and conditions of the Addendum will govern any renewal periods.

4. CUSTOMER OBLIGATIONS. Customer will fulfill all of its obligations in this Addendum, including applicable Statement(s) of Work and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola from performing its responsibilities.

4.1 Access. To enable Motorola to perform the Subscription Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola's employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

4.2 Customer Information. If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Subscription Services and its other duties under this Addendum. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.3 Risk of Loss. If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola's instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola or its agent or returned by Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

4.4 Equipment Title. Unless Customer is purchasing equipment pursuant to the terms in the Primary Agreement and unless stated differently in this Addendum or in the Incorporated Documents, title to any equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this Addendum will be governed by the terms and conditions set forth in the Primary Agreement.

4.5 Enable Users. Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Addendum prior to allowing Users to access or use Subscription Services.

4.6 Non-preclusion. If, as a result of the Subscription Services performed under this Addendum, Motorola recommends that Customer purchase products or other services, nothing in this Addendum precludes Motorola from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

5. Subscription Fees.

5.1 Recurring Fees. Unless stated differently in an applicable Statement of Work, Incorporated Documents or otherwise arranged in writing with Motorola, Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola will issue an invoice for the annual subscription fees for the following year.

5.1.1 No Purchase Order Requirement. For a Subscription Services Term exceeding one year, Customer affirms that a purchase order or notice to proceed is not required for Motorola to proceed with the entire scope of work described in the Incorporated Documents for subsequent years, including but not limited to multi-year subscription agreements.

5.2 Start Up Fees. Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola will submit an invoice for the start up fees on the Effective Date.

5.3 Fee Change. Motorola reserves the right to change the subscription fees at the end of each Subscription Services Term. Except for any payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Motorola reserves the right to terminate Service for non-payment of fees.

5.4 No Price Guarantee. Notwithstanding any language to the contrary, the pricing and fees associated with this Addendum will not be subject to any most favored pricing commitment or other similar low price guarantees.

5.5 Taxes. The Subscription Fees and start up fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer, except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

6. ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 Acceptance. The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 Schedule. All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 Force Majeure. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

7. LIMITED LICENSE

7.1 Licensed Products. Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Addendum. If Software is subject to a click wrap, end user license agreement or is otherwise packaged with or subject to a separate end user license, such license will apply to the use of Software and Licensed Product.

7.2 Proprietary Rights. Regardless of any contrary provision in this Addendum, Motorola or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Addendum is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing Services to Customer remain vested exclusively in Motorola, and this Addendum does not grant to Customer any shared development rights of intellectual property. No custom development work is to be performed under this Addendum.

8. DATA AND FEEDBACK

8.1 Solution Data. To the extent permitted by law, Motorola, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola grants Customer a personal, royalty-free, non-exclusive license to: (i)

access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.

8.2 Customer Data. To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Customers and end users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola a license to sell an Anonymized version of Customer Data for any purpose.

8.3 Feedback. Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola. Motorola is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola.

9 WARRANTY

9.1 "AS IS". THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2 Availability and Accuracy. Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

9.3 Equipment Sale. Warranty for any equipment sold pursuant to this Addendum will be set forth in the Primary Agreement.

10. DISCLAIMERS

10.1 Existing Equipment and Software. If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

10.2 Privacy. Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Addendum, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.3 Social Media. If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Addendum, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.4 Misuse. Motorola reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

11. LIMITATION OF LIABILITY

11.1 Liability Limit. 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 Subscription Services provided under this Addendum. **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, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS ADDENDUM OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA.** This limitation of liability provision survives the expiration or termination of this Addendum and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated

by this Addendum may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

11.2 Additional Disclaimers. MOTOROLA DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

11.3 Essential term. The parties acknowledge that the prices have been set and the Addendum entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

12 DEFAULT AND TERMINATION

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

12.2 Failure To Cure. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Addendum. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Addendum as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3 No Refund. If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the Incorporated Documents or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

12.4 Cancellation Fee. If an Initial Minimum Term applies and Customer terminates prior to the end of the Initial Minimum Term, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the Initial Minimum Term.

12.5 Return of Discount. If Customer is afforded a discount in exchange for a term commitment longer than one year, early termination will result in an early termination fee, representing a return of the discount off of list price.

12.6 Return Confidential Information. Upon termination or expiration of the Addendum, Customer will return or certify the destruction of all Confidential Information and Solution Data.

12.7 Connection Terminated. Certain Subscription Services require a connection to Customer systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola will no longer extract any Customer Data.

12.8 Equipment Return. Any equipment provided by Motorola for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

12.9 Five Year Term. Motorola provides equipment for use in connection with certain Subscription Services. Upon expiration and non-renewal of a five (5) year subscription Term, Title to the equipment will automatically transfer to Customer upon the subscription expiration date.

13. DISPUTES

13.1 Settlement. The parties will attempt to settle any dispute arising from this Addendum (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

13.2 Litigation. A Party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

14. SECURITY.

14.1 Industry Standard. Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, or corruption. During the term of Addendum, if the Solution enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), Motorola will provide and comply with a CJIS Security Addendum. Any additional

Security measure desired by Customer may be available for an additional fee.

14.2 Background checks. Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

14.3 Customer Security Measures. Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures.

14.4 Breach Response Plan. Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

15. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. Treatment of Confidential Information. During the term of this Addendum, the parties may provide each other with Confidential Information. Licensed Products, and all Deliverables will be deemed to be Motorola's Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Addendum or pursuant to the license granted immediately below.

15.1.2. Ownership of Confidential Information. The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Addendum.

15.2. PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1 Proprietary Solution. Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola or its third party licensors and contain valuable trade secrets. In accordance with this Addendum, Customer

and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

15.2.2. Ownership. Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Addendum does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Addendum does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

15.3 Remedies. Because Licensed Products contain valuable trade secrets and proprietary information of Motorola, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Addendum to the contrary, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola's Property Rights, or the unauthorized use of Motorola's Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in this Addendum, the parties' rights and remedies under this Addendum are cumulative.

16. GENERAL

16.1 Future Regulatory Requirements. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

16.2 Compliance with Applicable Laws. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Addendum. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola's prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola, and Customer warrants and represents to Motorola that Customer has all rights necessary to provide such Customer Data to Motorola for the uses as contemplated hereunder. Customer shall obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Addendum. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

16.3 Audit. Motorola reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

16.4 Assignability. Except as provided herein, neither Party may assign this Addendum 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 Addendum 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 Addendum such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Addendum.

16.5 Subcontracting. Motorola may subcontract any portion of the Subscription Services without prior notice or consent of Customer.

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

16.7 Severability. If a court of competent jurisdiction renders any part of this Addendum invalid or otherwise unenforceable, that part will be severed and the remainder of this Addendum will continue in full force and effect.

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

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

16.10 Governing Law. This Addendum and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Illinois.

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

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

16.13 Return of Equipment. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer, if any.

16.14. Survival Of Terms. The following provisions survives the expiration or termination of this Addendum for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11

(Limitation of Liability); Section 12 (Default and Termination); Section 13 (Disputes); Section 15 (Confidential Information and Proprietary Rights); and all General provisions in Section 16.

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

In witness whereof, the parties hereto have executed this Addendum as of the Effective Date.

CUSTOMER

MOTOROLA SOLUTIONS, INC.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BILL TO ADDRESS:

SHIP TO ADDRESS (If applicable):

Name: _____

Name: _____

Address: _____

Address: _____

Address: _____

Address: _____

Phone #: _____

Phone #: _____

Email: _____

Note: Invoices will be emailed to this address.

FINAL DESTINATION (If applicable):

Name: _____

Address: _____

Address: _____

Phone #: _____

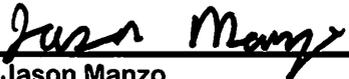
**Southern Nevada Area Communications Council
Agenda Item**

Issue: For the Board to receive a status on the SNACC microwave project.	Date: November 10, 2020
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 5
Recommendation - FOR DISCUSSION: For the Board to receive a status on the SNACC Microwave project.	

Fiscal Impact:
TBD

Background:
This item was on the August 19, 2020 agenda and it was tabled.

Respectfully Submitted:



Jason Manzo
Acting SNACC Administrator

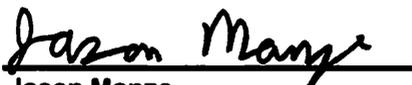
**Southern Nevada Area Communications Council
Agenda Item**

Issue: Approve SNACC personnel to send out the subscriber billing for 2021	Date: November 10, 2020
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 6
Recommendation - FOR DISCUSSION: For the Board to approve SNACC personnel to send out the subscriber billing for 2021 and/or take action as necessary.	

Fiscal Impact:
None

Background:
In June 2022, it was decided that the Board would hold off on submitting any billing due to the current pandemic.

Respectfully Submitted:



Jason Manzo
Acting SNACC Administrator

**Southern Nevada Area Communications Council
Agenda Item**

Issue: Amend the Compatible Radio Policy - to remove Group Service and Radio Management	Date: November 10, 2020
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 7
Recommendation - FOR POSSIBLE ACTION: For the Board to amend the Compatible Radio Policy - to remove Group Service and Radio Management and/or take action as necessary.	

Fiscal Impact:
None

Background:

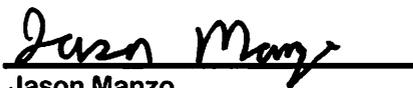
Radio Management has changed to Device Management Services (DMS) and is now a cloud-based service.

Radio Management Server is now a legacy solution that is no longer sold by Motorola. This legacy product would have required SNACC to own and maintain the Radio Management Server and required a Radio Management license to be bought with the APX radio to add it to the server.

Device Management Services (DMS) has replaced Radio Management and is cloud based. Because it is cloud based there is no equipment to own or maintain. DMS does not use a Radio Management license. DMS has a yearly subscription fee instead of a Radio Management license option.

Group Services offers many features, one of them was being able to push out firmware upgrades over the air via the radio system. This feature has been shifting to over the Wi-Fi instead of over the air via the radio system due to it being more efficient. Because this was the main reason for making Group Services a required option for SNACC we think this should be an optional feature for agencies that would want the additional features group services offers outside of firmware upgrades.

Respectfully Submitted:



Jason Manzo

Acting SNACC Administrator

<p style="text-align: center;">SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL POLICIES AND PROCEDURES</p>	 <p style="text-align: center; color: red; font-size: small;">Southern Nevada Area Communications Council</p>
	<p>No.</p> <p style="text-align: center; font-size: large;">1</p>
<p>Subject: SNACC System Compatible Radios</p>	<p>Effective Date</p> <p style="text-align: center; font-size: large;">10/18/2017</p> <p>Revised on: 11/04/2019</p>

1.0 Purpose

- 1.1. Defines a policy and process for the use of compatible branded radios to be used on the SNACC system.

2.0 Owner

- 2.1. SNACC Operations/Governance Working Group (OGWG).

3.0 Applies To

- 3.1. Entities requesting to use P25 compatible branded radios on the SNACC system.

4.0 Background

- 4.1. With the upgrade to P25 operations, the SNACC system is no longer a proprietary system and other brand radios may work with perhaps some limitations.

5.0 Policy Statement

- 5.1. The SNACC will test and approve non-Motorola radios to be used on the SNACC system. All non-Motorola radios must be approved by SNACC Board.

6.0 Supporting Rules

- 6.1. A SNACC user may request to use a non-Motorola radio on the system.
- 6.2. Any non-Motorola radio will be thoroughly tested by the Technical Working Group (TWG) and SNACC technicians, for proper operations on the system.
- 6.3. Any features that will not be available to the affected user will be brought to their attention.

6.4. Radios that have not gone through the SNACC performance evaluation will not be allowed on the system.

7.0 Responsibilities

7.1. Requests use non-Motorola radios on the system must be submitted to the SNACC Administrator.

7.2. Submissions must include:

7.2.1. Agency name and single point of contact.

7.2.2. Any special needs or applications (i.e., Emergency, Encryption, or other functions required).

7.2.3. All brands and models must have complete specifications to work on P25 system.

7.2.4. Customer is responsible for bringing in equipment ready for testing.

7.3. The Administrator will provide the SNACC Board with an evaluation of the unit's performance and request an approval/disapproval of acceptance.

7.3.1. The SNACC Administrator will inform the requesting user, in writing, of the evaluation results, and the SNACC Boards decision.

8.0 Conditions for Exemption or Waiver

8.1. As provided in the Waiver or Exception Policy.

9.0 Applicable Policies and/or Procedures

9.1. As listed at <http://snacconline.com/about-us/>

NON-LAW ENFORCEMENT

DESCRIPTION REQUIREMENTS

PORTABLE and MOBILE RADIOS
DIGITAL
P25 TRUNKING
ADVANCED SYSTEM KEY - HARDWARE KEY
TDMA OPERATION (Phase II)
PROGRAMMING OVER P25 (OTAP)
RADIO MANAGEMENT ONLINE
GROUP SERVICES

LAW ENFORCEMENT

METRO DESCRIPTION REQUIREMENTS

PORTABLE and MOBILE
DIGITAL
P25 TRUNKING
ADVANCED SYSTEM KEY - HARDWARE KEY
TDMA OPERATION (Phase II)
PROGRAMMING OVER P25 (OTAP)
OTAR W/MULTIKEY
AES ENCRYPTION
RADIO MANAGEMENT ONLINE
GROUP SERVICES

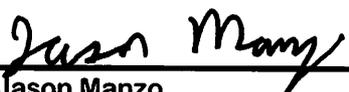
**Southern Nevada Area Communications Council
Agenda Item**

Issue: Motorola update for the SNACC Board.	Date: November 10, 2020
Petitioner: Jason Manzo, Acting SNACC Administrator	Agenda Item: 8
Recommendation - FOR DISCUSSION: For the Board to receive a presentation from Motorola on current and future events	

Fiscal Impact:
None

Background:
Motorola would like to give the Board an update on current and future events on the bi-monthly basis.

Respectfully Submitted:



Jason Manzo
Acting SNACC Administrator