Cortland County Legislature

Legislative Session

~ Minutes ~

Legislative Chambers
Cortland, NY 13045
http://www.cortland-co.org

Thursday, December 22, 2022 **6:00 PM** **Board Room**

Salute to the Flag

Public Hearings

1. Local Law "M" of 2022 - a Local Law Prohibiting the Sale, Possession And/Or Use of Dangerous Substances, Which Are Mislabeled or Unlabeled, Whose Intended Purpose is to be Ingested, Inhaled, or Injected, to Mimic the Effects of Controlled Substances And/Or Marijuana and that Have No Other Legitimate Therapeutic Use or Purpose

RESULT:	**CLOSED [UNANIMOUS]**
MOVER:	Joseph Nauseef, Legislator
SECONDER:	Kelly L. Fairchild-Preston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

Call to Order

The meeting was called to order at 6:03 PM by Chair of the Legislature Kevin Fitch

Roll Call

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Legislator	Present	
Beau Harbin	Cortland County, NY	Minority Leader	Present	
Cathy Bischoff	Cortland County, NY	Legislator	Present	
Ronald J. Van Dee	Cortland County, NY	Legislator	Present	
Susan Wilson	Cortland County, NY	Legislator	Present	
Richard Stock	Cortland County, NY	Legislator	Present	
Ann Homer	Cortland County, NY	Legislator	Excused	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Present	
Linda Jones	Cortland County, NY	Legislator	Excused	
Kelly L. Fairchild-Preston	Cortland County, NY	Legislator	Present	
Christopher Newell	Cortland County, NY	Legislator	Present	
Joseph Nauseef	Cortland County, NY	Legislator	Present	
Eugene Waldbauer	Cortland County, NY	Legislator	Present	
Sandra Price	Cortland County, NY	Legislator	Present	
George Wagner	Cortland County, NY	Majority Leader	Present	
Paul Heider	Cortland County, NY	Legislator	Present	
Mitchel Eccleston	Cortland County, NY	Legislator	Present	

Approval of Minutes

1. Cortland County Legislature - Legislative Session - Nov 17, 2022 6:00 PM

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Sandra Price, Legislator
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

Privilege of the Floor

Proclamations & Recognitions

1. Proclamations - Employee Retirements

RESULT:	**COMPLETED**

Presentation of Petitions, Communications, and Notice

Receive and File

Reports of Standing, Special and Ad Hoc Committees

Articles Postponed to Day Certain

Unfinished Business

New Business

Resolutions

Referred from Judiciary & Public Safety Committee

AGENDA ITEM NO. 1 – Local Law No. 11 of 2022 - a Local Law Prohibiting the Sale, Possession And/Or Use of Dangerous Substances, Which Are Mislabeled or Unlabeled, Whose Intended Purpose is to be Ingested, Inhaled, or Injected, to Mimic the Effects of Controlled Substances And/Or Marijuana and that Have No Other Legitimate Therapeutic Use or Purpose

Ms. Bischoff MADE A MOTION TO AMEND the resolution to repeal Local Law 4 of 2017, which restated Local Law 3 of 2012, Ms. Preston SECONDED THE MOTION, and upon voice vote of members present, MOTION CARRIED. Legislator Heider VOTED NO to the amendment.

A roll call vote took place as follows:

	Votes	AYE	NAY	Total
Bentley (LD1)	***2744***		1	0
Bischoff (LD3)	***2743***	1		2743
Eccleston (LD17)	***3379***	1		3379
Harbin (LD2)	***2747***		1	0
Heider (16)	***3192***	1		3192
Homer (LD7)	***2743***		1	0

Jones (LD9)	***2989***		1	0
Nauseef (LD12)	***2819***	1		2819
Newell (LD11)	***2837***	1		2837
Preston (LD10)	***2995***	1		2995
Price (LD14)	***3344***	1		3344
Stock (LD6)	***2740***	1		2740
VanDee (LD4)	***2743***	1		2743
Wagner (LD 15)	***2734***	1		2734
Waldbauer (LD13)	***2853***	1		2853
Wilson (LD5)	***2744***		1	0
Chairman Fitch (LD8)	***2990***	1		2990
Total	46346	12	5	32379
		Majority	24669	
		2/3rd	32892	

RESULT:	**ADOPTED AS AMENDED [12 TO 3]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bischoff, Van Dee, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
NAYS:	Douglas Bentley, Beau Harbin, Susan Wilson
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 255-22**

Local Law No. 11 of 2022 - a Local Law Prohibiting the Sale, Possession And/Or Use of Dangerous Substances, Which Are Mislabeled or Unlabeled, Whose Intended Purpose is to be Ingested, Inhaled, or Injected, to Mimic the Effects of Controlled Substances And/Or Marijuana and that Have No Other Legitimate Therapeutic Use or Purpose

WHEREAS, the Cortland County Legislature adopted Local Law 3 of 2012 - A Local Law Prohibiting Within Cortland County the Use, Possession, Purchase, Attempted Purchase, Selling, Public Display for Sale, Attempted Sale, or Giving of Alternative and/or Synthetic Marijuana as Defined Herein and Local Law 7 of 2014 - A Local Law Restating Local Law 3 of 2012 - A Local Law Prohibiting Within Cortland County the Use, Possession, Purchase, Attempted Purchase, Selling, Public Display for Sale, Attempted Sale, or Giving of Alternative and/or Synthetic Marijuana, AND

WHEREAS, the Judiciary and Public Safety Committee recognizes the need to change the Local Laws due to changes in New York State laws, the varying compounds used in the composition of dangerous substances and to encompass other dangerous substances not previously included in Local Law 3 of 2012 for Cortland County, AND

WHEREAS, it is the recommendation of the Judiciary and Public Safety Committee to repeal Local Law 3 of 2012 - A Local Law Prohibiting With Cortland County the Use, Possession, Purchase, Attempted Purchase, Selling, Public Display for Sale, Attempted Sale, or Giving of Alternative and/or Synthetic Marijuana as Defined Herein (Resolution No. 133-12) and Local Law 7 of 2014 - A Local Law Restating Local Law 3 of 2012 - A Local Law Prohibiting Within Cortland County the Use, Possession, Purchase, Attempted Purchase, Selling, Public Display for Sale, Attempted Sale, or Giving of Alternative and/or Synthetic Marijuana (Resolution No. 171-14), AND

WHEREAS, it is the recommendation of the Judiciary and Public Safety Committee to adopt Local Law No. 11 of 2022 - a Local Law Prohibiting the Sale, Possession and/or Use of Dangerous Substances, Which Are Mislabeled or Unlabeled, Whose Intended Purpose is to be Ingested, Inhaled, or Injected, to Mimic the Effects of Controlled Substances and/or Marijuana and that Have No Other Legitimate Therapeutic Use or Purpose, AND

WHEREAS, the Judiciary and Public Safety Committee recommends that the Local Law be brought before the Cortland County Legislature at the December 22, 2022 Legislative Session, AND

WHEREAS, a public hearing was held before the Cortland County Legislature in accordance with Municipal Home Rule Law, Section 20, following the approval of Judiciary and Public Safety Committee, AND

WHEREAS, this Local Law was brought before the Cortland County Legislature for adoption on December 22, 2022, AND

WHEREAS, said Local Law has been in its final form upon the desks of the Cortland County Legislature at least seven (7) calendar days exclusive of Sunday, prior to this date, NOW THEREFORE BE IT

RESOLVED, that Local Law 3 of 2012 - A Local Law Prohibiting With Cortland County the Use, Possession, Purchase, Attempted Purchase, Selling, Public Display for Sale, Attempted Sale, or Giving of Alternative and/or Synthetic Marijuana as Defined Herein and Local Law 7 of 2014 - A Local Law Restating Local Law 3 of 2012 - A Local Law Prohibiting Within Cortland County the Use, Possession, Purchase, Attempted Purchase, Selling, Public Display for Sale, Attempted Sale, or Giving of Alternative and/or Synthetic Marijuana be and hereby are repealed, AND BE IT FURTHER

RESOLVED, that Local Law No. 11 of 2022 - a Local Law Prohibiting the Sale, Possession and/or Use of Dangerous Substances, Which Are Mislabeled or Unlabeled, Whose Intended Purpose is to be Ingested, Inhaled, or Injected, to Mimic the Effects of Controlled Substances and/or Marijuana and that Have No Other Legitimate Therapeutic Use or Purpose

BE AND HEREBY IS ENACTED AS FOLLOWS:

SECTION I: LEGISLATIVE INTENT

A. Findings

The County Legislature of the County of Cortland, New York, finds that the potential or actual harm to residents from certain intoxicating chemical compounds or dangerous substances to be such that these chemical compounds or dangerous substances should be proscribed as unlawful.

B. Statement of Purpose

1. It is the purpose of this local law to prohibit the sale, possession, and/or use of mislabeled dangerous substances (“synthetic drugs”), which substances are mislabeled or unlabeled, whose intended purpose is to be consumed or ingested in order to mimic the effects of controlled substances and/or marijuana and which have no other legitimate use or purpose.

2. It is the purpose of this local law to promote public health, safety, and general welfare, and to minimize public and private injury to the citizens of the County of Cortland due to the permissive availability of certain intoxicating chemical compounds or dangerous substances; thus, requiring the prohibition of such chemical compounds or dangerous substances.

3. It is the purpose of this local law to protect human life and health.

4. It is the purpose of this local law to aid in the interdiction of such chemical compounds and dangerous substances along with other narcotics and illicit

intoxicants.

5. It is the purpose of this local law to aid in the prosecution of such offenses through the sanctions and penalties imposed herein as an additional and appropriate response to the proliferation of the described "synthetic drugs." Such sanctions and penalties are reasonable and necessary in order to protect the health and safety of the people of the County of Cortland.

C. DEFINITIONS

1. "Person" shall mean any natural person, individual, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint-stock association or other entity or business organization of any kind.

2. "Possess" shall mean to have physical possession or otherwise to exercise dominion or control over tangible property, as that term is defined in New York State Penal Law § 10.00 (8).

3. "Sale" shall mean to sell, exchange, give, or dispose of to another, or to offer or agree to do the same, as that term is defined in New York State Penal Law, § 220.00 (1).

4. "Mislabeled Dangerous Substance" or "Synthetic Drugs" shall mean any substance or product which contains a chemical which under the circumstances in which it is sold, possessed or used indicates or demonstrates the intent that it be ingested or consumed in an attempt to replicate the effects of controlled substances or marijuana; and either (a) is substantially similar in chemical makeup to a controlled substance or marijuana, or is a structural analog to a controlled substance or marijuana, or shares similar structural analogs, salts or isomers to a controlled substance or marijuana, or is a synthetic chemical compound which is a cannabinoid receptor agonist, or mimics the physical or pharmacological effects of controlled substances or marijuana, or is not a drug approved by the FDA; or (b) the substance has no other legitimate commercial or private use or purpose.

5. "Possession of Controlled Substance Presumptions" as set forth in Article 220 of the New York State Penal Law shall apply to mislabeled dangerous substances and synthetic drugs.

SECTION II: AUTHORITY

Municipal Home Rule Law, §§ 10 (2), (4) (b), and (4) (c).

SECTION III: LAW

A. No person shall sell or offer to sell, exchange, give or otherwise dispose of to another any Synthetic Drug or Mislabeled or Unlabeled Dangerous Substance in Cortland County.

B. No person shall be in possession of any Synthetic Drug unless said Synthetic Drug is expressly prescribed by a physician or person otherwise licensed to prescribe such medication within the State of New York, and at the time of the alleged violation, the person in possession of the synthetic drug is able to provide written proof to the law enforcement officer(s) that the synthetic drug was so prescribed.

C. In order to prevent the creation, possession, and use of the drug commonly known as

"Water," the unauthorized use of Embalming Fluid or similar compounds is hereby prohibited within the County of Cortland, with such unauthorized use of embalming fluid or similar item defined herein and pursuant to Section 3400 of the New York State Public Health Law and any applicable provision of federal law. For the purposes of this local law, embalming fluid means any chemicals or substances manufactured primarily for the use by licensed funeral directors, undertakers, or embalmers, or registered residents, to prepare, disinfect, or preserve, either hypodermically, arterially, or by any other recognized means the body of a deceased person for burial, cremation or other final disposition. In particular, such unauthorized use shall include dipping a marijuana or regular cigarette in embalming fluid.

SECTION IV: PENALTIES

A. Confiscation - if any of the aforementioned intoxicating chemical compounds or dangerous substances are found in the possession of any person, such may be confiscated and destroyed by Law Enforcement Officials.

B. Any person found to be in violation of this section will be guilty of a Class "A" misdemeanor and subject to a definite term of imprisonment not to exceed One (1) year, a term of probation not to exceed three (3) years, or a fine not to exceed one-thousand dollars ($1,000.00), or both such fine and either a definite term of imprisonment or term of probation. Each day during which violation of Section III, subsection A of this local law occurs shall constitute a separate offense.

C. The County of Cortland shall have the authority to seek an injunction to compel the compliance by any business that fails or refuses to comply with this section.

SECTION V: ENFORCEMENT

This local law may be enforced by any police officer, as that term is defined by New York State Criminal Procedure Law, § 1.20(34) within the County of Cortland.

SECTION VI: CONSTRUCTION AND CONFLICT WITH OTHER LAWS

A. This Local Law augments New York Penal Law, Articles 220 and 222 *et seq.*, and New York Public Health Law, §§ 3302 and 3306.

B. In its interpretation and application, the provisions of this local law shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and welfare. Whenever the requirements of this local law are at variance with the requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive, or that imposing the higher standard, shall govern.

SECTION VII: SEVERABILITY

If any provision of this law is held invalid, such invalidity shall not affect the remaining provisions of this section, which shall remain effective less the invalid provision, and to this end, the provisions of this section are declared to be severable.

SECTION VIII: EFFECTIVE DATE

This Local Law shall take effect upon filing in the Office of the New York State Secretary of State as provided by Municipal Home Rule Law § 27.

AGENDA ITEM NO. 2 – Resolution in Opposition of Restrictions on Second Amendment Rights

A roll call vote took place as follows:

	Votes	AYE	NAY	Total
Bentley (LD1)	***2744***	1		2744
Bischoff (LD3)	***2743***	1		2743
Eccleston (LD17)	***3379***	1		3379
Harbin (LD2)	***2747***		1	0
Heider (16)	***3192***	1		3192
Homer (LD7)	***2743***		1	0
Jones (LD9)	***2989***		1	0
Nauseef (LD12)	***2819***	1		2819
Newell (LD11)	***2837***	1		2837
Preston (LD10)	***2995***	1		2995
Price (LD14)	***3344***	1		3344
Stock (LD6)	***2740***	1		2740
VanDee (LD4)	***2743***	1		2743
Wagner (LD 15)	***2734***	1		2734
Waldbauer (LD13)	***2853***	1		2853
Wilson (LD5)	***2744***		1	0
Chairman Fitch (LD8)	***2990***	1		2990
Total	46346	13	4	35123
		Majority	24669	
		2/3rd	32892	

RESULT:	**ADOPTED [13 TO 2]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Bischoff, Van Dee, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
NAYS:	Beau Harbin, Susan Wilson
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 256-22**

Resolution in Opposition of Restrictions on Second Amendment Rights

WHEREAS, the people of Cortland County unreservedly respect and support the sanctity of the United States Constitution and Bill of Rights for all its residents, AND

WHEREAS, in the *Bruen* decision, the Supreme Court held that New York's concealed carry gun law "proper clause" requirement was limiting, arbitrary and a de facto denial of a citizen's right to exercise their second amendment rights, AND

WHEREAS, the Supreme Court in *Bruen* affirmed states can enact objective licensing requirements such as background checks, training, gun storage, mental health red alert laws, and emphatically rejected any unusual, discretionary licensing regimes as an infringement of a citizen's constitutional rights under the Second and Fourteenth Amendments, AND

WHEREAS, in response, New York passed the *Concealed Carry Improvement Act* compelling citizens to comply with new concealed carry licensing requirements which are unjustifiably restrictive, subjective, and a gross overreach of state authority, AND

WHEREAS, the *Concealed Carry Improvement Act* promulgated requirements which directly compromised privacy protections, imposed undue financial burdens, and so severely curtailed the

practicable use of a concealed carry license as to render the license meaningless, AND

WHEREAS, the *Concealed Carry Improvement Act* was passed without any input from those parties commissioned with implementing these laws thereby producing procedurally conflicting and, in some instances, unenforceable laws, AND

WHEREAS, New York State, no matter how laudable the public safety goal, enacted legislation so fundamentally in violation of the First, Second, Fourth, Fifth and Fourteenth Amendments as to effectively threaten the basic civil rights of all law-abiding citizens, NOW THEREFORE BE IT

RESOLVED, Cortland County Legislatures strongly opposes and finds unconstitutional these ill-advised provisions of the *Concealed Carry Improvement Act* and calls for their expeditious repeal, AND BE IT FURTHER

RESOLVED, that the Clerk of the Cortland County Legislature is hereby directed to send certified copies of this resolution to the New York State Governor, the Honorable Kathy Hochul, Senate Majority Leader, the Honorable Andrea Stewart-Cousins, Assembly Speaker, the Honorable Carl Heastie, State Senator, the Honorable Peter Oberacker, Assemblymember, the Honorable Dr. Anna Kelles.

Resolutions from the Chair

AGENDA ITEM NO. 3 – Appoint Member - Agricultural and Farmland Protection Board

Mr. Harbin MADE A MOTION TO AMEND the resolution to remove the Planning Director position from the appointment, Ms. Preston SECONDED THE MOTION, and upon unanimous voice vote of members present, MOTION CARRIED.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Kevin Fitch, Chair of the Legislature
SECONDER:	Kelly L. Fairchild-Preston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF FITCH **RESOLUTION NO. 257-22**

Appoint Member - Agricultural and Farmland Protection Board

WHEREAS, Resolution No. 182-93 created the Cortland County Agricultural and Farmland Protection Board, AND

WHEREAS, the Agricultural and Markets Law Section 302 (b) designates appointments are to be made by the Chair of the Legislature, AND

RESOLVED, that the following be and hereby is appointed to the Cortland County Agricultural and Farmland Protection Board for the terms indicated below:

Name	Address/Designation	Capacity	Term to Expire
Peter Knapp	7125 Song Lake Rd Tully, NY 13159	Farmer (Town of Preble)	12/31/2026

AGENDA ITEM NO. 4 – Appoint/Reappoint Members of the Cortland County Fire Advisory Board

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kevin Fitch, Chair of the Legislature
SECONDER:	Mitchel Eccleston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF FITCH **RESOLUTION NO. 258-22**

Appoint/Reappoint Members of the Cortland County Fire Advisory Board

WHEREAS, pursuant to a resolution dated December 18, 1950, which established the Cortland County Fire Advisory Board under the provisions of Article 10, Section 209-K of the General Municipal Law for the purpose, among other things, to develop and maintain programs for fire training and mutual aid in case of fire and other public emergencies in which the fire service would be used, AND

WHEREAS, Article 3, Section 4 of the Cortland County Fire Advisory Board By-Laws state that the term of each member be one year, NOW THEREFORE BE IT

RESOLVED, that the following persons be and hereby are appointed to the Cortland County Fire Advisory Board, to serve without compensation for a term beginning January 1, 2023 and expiring December 31, 2023:

Shawn Scoville, Cincinnatus FD, 5756 Telephone Rd. Cincinnatus, NY 13040
Richard Allen Sr., Cortland FD, 35 Garfield Street, Cortland, NY 13045
Derek Reynolds, Cortland FD, 87 Greenbush Street, Cortland, NY 13045
Wayne Friedman, Cortland FD, 2151 Ames Road, Cortland, NY 13045
Michael Biviano, Cortlandville FD, 4361 Meadow Lane, Cortland, NY 13045
Kevin Whitney, Cortlandville FD, 3689 Delaware Avenue, Cortland, NY 13045
Adam Daley, Cuyler FD, 6553 W. Keeney Road, Truxton, NY 13158
Justin Scott, Harford FD, 769 Rte. 221, Harford, NY 13784
Mahlon Irish, Jr., Homer FD, 32 Center Street, Homer, NY 13077
Michael Niehus, Homer FD, 2 Brentwood Drive, Homer, NY 13077
John Ryan Jr., Homer FD, 5449 Mead Road, Homer, NY 13077
Larri Leet, Marathon FD, 1171 Salt Road, Marathon, NY 13803
Norm Forrest, Marathon FD, 544 Jennings Creek Road, Marathon, NY 13803
Thomas Heller, McGraw FD, 28 W Center Street, McGraw, NY 13101
Andrew Harvey, McGraw FD, 3783 Clinton Street Extension. McGraw, NY 13101
Jeff Griswold, Preble FD, 6903 Route 281, Preble, NY 13141
Bruce Potter, Truxton FD, 5775 Cheningo Road, Truxton, NY 13158
Timothy McCall, Truxton FD, 3699 State Route 13 P.O. Box 13 Truxton, NY 13158
Adam Brown, Virgil FD, 1291 Route 392, Cortland, NY 13045
Jereme Stiles, Virgil FD, 1336 Route 392, Cortland, NY 13045
Ryan McGowan., Willet FD, 649 Route 14, Willet, NY 13863

, AND BE IT FURTHER

RESOLVED, that Chairman of the 2023 Legislature will appoint a Legislative Representative who shall be a non-voting representative and legislative liaison that shall periodically report activities of

the Fire Advisory Board to the Judiciary and Public Safety Committee.

AGENDA ITEM NO. 5 – Appoint Legislative Liaison to the Cortland County Fire Advisory Board

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kevin Fitch, Chair of the Legislature
SECONDER:	Kelly L. Fairchild-Preston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF FITCH **RESOLUTION NO. 259-22**

Appoint Legislative Liaison to the Cortland County Fire Advisory Board

WHEREAS, pursuant to a resolution dated December 18, 1950, which established the Cortland County Fire Advisory Board under the provisions of Article 10, Section 209-K of the General Municipal Law for the purpose, among other things to develop and maintain programs for fire training and mutual aid in case of fire and other public emergencies in which the fire service would be used, AND

WHEREAS, Article 3, Section 4 of the Cortland County Fire Advisory Board By-Laws state that the term of each member be one year, NOW THEREFORE BE IT

RESOLVED, that Joseph Nauseef of 4 W. Main Street, McGraw, NY 13101 is hereby appointed as the legislative liaison to the Cortland County Fire Advisory Board, to serve without compensation for a term expiring December 31, 2023.

AGENDA ITEM NO. 6 – Appoint Members - County, City, Towns, Villages, and Schools (CCTVS) Committee

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kevin Fitch, Chair of the Legislature
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF FITCH **RESOLUTION NO. 260-22**

Appoint Members - County, City, Towns, Villages, and Schools (CCTVS) Committee

WHEREAS, the County, City, Towns, Villages and Schools Committee has proven to be a valuable opportunity for all municipalities and educational facilities to discuss matters of mutual interest, AND

WHEREAS, the County wishes to continue to provide the opportunity to all interested parties, NOW THEREFORE BE IT

RESOLVED, that Sandra Price be and hereby is appointed as Chair of the County, City, Towns, Villages and Schools (CCTVS) Committee for a term ending December 31, 2023, AND BE IT FURTHER

RESOLVED, and Kevin Fitch be and hereby is appointed as Vice-Chair of the County, City, Towns, Villages and Schools (CCTVS) Committee for a term ending December 31, 2023.

Referred from Building & Grounds Committee

AGENDA ITEM NO. 7 – Award Bid/Authorize Agreement for General Contractor, Electrical & HVAC Contractors for Courthouse Entryway - Buildings & Grounds

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Paul Heider, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF HEIDER **RESOLUTION NO. 261-22**

Award Bid/Authorize Agreement for General Contractor, Electrical & HVAC Contractors for Courthouse Entryway - Buildings & Grounds

WHEREAS, the Cortland County Buildings and Grounds Committee is desirous of replacing the steps and renovating the entryway at the Cortland County Courthouse, AND

WHEREAS, the Buildings and Grounds Department has solicited proposals from various qualified vendors for a General Contractor, Electrical Contractor and HVAC Contractor for the project, AND

WHEREAS, bids were received from the following:

GENERAL CONTRACTOR:

Company	Address	Amount
Bouley Associates, Inc.	265 Genesee Street Auburn, NY 13021	$1,277,000
Raymond E. Kelley, Inc.	1383 State Route 96 Waterloo, NY 13165	$1,125,470

ELECTRICAL CONTRACTOR:

Company	Address	Amount
NELCORP Electrical Contracting Corp.	35 North Kelly Avenue Endwell, NY 13760	$375,000
Upstate Companies I, LLC	1690 State Highway 8 Mount Upton, NY 13809	$367,000

HVAC CONTRACTOR:

Company	Address	Amount
AN Curtiss Company, Inc. d/b/a Wilkins Mechanical	6923 Herman Road Syracuse, NY 13209	$144,979

, AND

WHEREAS, based upon the results of the bid, the Building and Grounds Committee recommends that the bid be awarded to the lowest responsible bidder, AND

WHEREAS, it would be in the best interest of Cortland County to contract with Raymond E. Kelley, Inc. of 1383 State Route 96, Waterloo, NY 13165 for General Contractor services for the total proposed amount of $1,125,470, AND

WHEREAS, it would be in the best interest of Cortland County to contract with Upstate Companies I, LLC of 1690 State Highway 8, Mount Upton, NY 13809 for the Electrical Contractor Services at the Cortland County Courthouse for the total proposed amount of $367,000, AND

WHEREAS, it would be in the best interest of Cortland County to contract with AN Curtiss Company, Inc., d/b/a Wilkins Mechanical, of 6923 Herman Road, Syracuse, NY 13209 for the HVAC Contractor Services at the Cortland County Courthouse for the total proposed amount of $144,979, AND

WHEREAS, Assembly member Anna Kelles worked to secure a grant in the amount of $2,396,000 from the Dormitory Authority of New York State to fund improvements to the Cortland County Courthouse, AND

WHEREAS, the grant requires the County to commit the funds as part of the grant approval and award process, AND

WHEREAS, there are funds available in the County General Fund, NOW THEREFORE BE IT

RESOLVED, that the Cortland Legislature hereby authorizes the County Administrator, upon review and approval of the County Attorney or designee, to enter into an agreement with Raymond E. Kelley, Inc. of 1383 State Route 96, Waterloo, NY 13165 for General Contractor services for the replacement of the steps at the Cortland County Courthouse for the total proposed amount of $1,125,470, AND BE IT FURTHER

RESOLVED, that the Cortland Legislature hereby authorizes the County Administrator, upon review and approval of the County Attorney or designee, to enter into an agreement with Upstate Companies I, LLC of 1690 State Highway 8, Mount Upton, NY 13809 for the Electrical Contractor Services at the Cortland County Courthouse for the total proposed amount of $367,000, AND BE IT FURTHER

RESOLVED, that the Cortland Legislature hereby authorizes the County Administrator, upon review and approval of the County Attorney or designee, to enter into an agreement with AN Curtiss Company, Inc., d/b/a Wilkins Mechanical, of 6923 Herman Road, Syracuse, NY 13209 for the HVAC Contractor Services at the Cortland County Courthouse for the total proposed amount of $144,979, AND BE IT FURTHER

RESOLVED, that the Cortland County Capital Project Fund 2023 budget be and hereby is amended as follows:

INCREASE:

HH16205.43097.CHEXT	State Aid Capital Projects	$2,396,000
HH16205.52320.CHEXT	Building Improvements	$2,396,000

, AND BE IT FURTHER

RESOLVED, that once the grant proceeds are received they will be used to reimburse the General

Fund, AND BE IT FURTHER

RESOLVED, that the Chairman of the Legislature and/or County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding, be and hereby is authorized to sign the grant contract and any other necessary document with the Dormitory Authority of the State of New York for an amount not to exceed $2,396,000.

Referred from Highway Committee

AGENDA ITEM NO. 8 – Authorize Agreement PaintCare New York, LLC - Highway Department/Recyling

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Christopher Newell, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF NEWELL **RESOLUTION NO. 262-22**

Authorize Agreement PaintCare New York, LLC - Highway Department/Recyling

WHEREAS, the Cortland County Highway Department wishes to enter into an agreement with PaintCare New York, LLC for a waste collection program, for the purposes of waste collection at the Cortland County Recycling Center, AND

WHEREAS, there are no funds paid for such services, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review by the County Attorney or designee, be and hereby is authorized and directed to enter into an agreement with PaintCare New York, LLC for a two year term beginning January 1, 2023.

AGENDA ITEM NO. 9 – Extend Engineering Services Agreement with Barton & Loguidice - Highway Department and Solid Waste Division

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Christopher Newell, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF NEWELL **RESOLUTION NO. 263-22**

Extend Engineering Services Agreement with Barton & Loguidice - Highway Department and Solid Waste Division

WHEREAS, the Cortland County Legislature previously adopted Resolution No. 455-16 on December 15, 2016, AND

WHEREAS, the County Highway Superintendent has identified the on-going need for Professional Engineering Services for the performance of highly specialized engineering tasks for the Cortland County Highway Department and Solid Waste Division, AND

WHEREAS, these highly specialized engineering tasks would be most effectively performed by a consulting engineering firm that regularly and successfully performs these types of tasks, AND

WHEREAS, Resolution No. 455-16 awarded said services for a two-year term, AND

WHEREAS, Resolution No. 455-16 provided for three two-year contract renewals with the firm of record, NOW THEREFORE BE IT

RESOLVED, the Highway Committee recommends that the current service agreement with Barton & Loguidice, D.P.C., 443 Electronics Parkway, Liverpool, NY 13088 to provide said Professional Engineering Services to the Cortland County Highway Department and Solid Waste Division, be extended for another two year term beginning January 1, 2023 and ending December 31, 2024, AND BE IT FURTHER

RESOLVED, that the Cortland County Administrator, upon review and approval as to form by the County Attorney or designee, is hereby authorized to execute said contract extension agreement with Barton & Loguidice, D.P.C for Professional Engineering Services to the Cortland County Highway Department and Solid Waste Division for a two year term beginning January 1, 2023 and ending December 31, 2024, AND BE IT FURTHER

RESOLVED, that the various tasks under said agreement shall be as assigned by the County Highway Superintendent, AND BE IT FURTHER

RESOLVED, that the costs of the tasks assigned by the County Highway Superintendent under said contract shall not exceed the amount appropriated in the following expense accounts: Highway Dept. - D50205.54062, Solid Waste Division - EL81605.54062 and EL81615.54062; or any other Professional Services Expense Account established by the Legislature in the Highway Department or Solid Waste Division Budgets.

AGENDA ITEM NO. 10 – Authorize Supplement Agreement No. 4/New York State/McGraw Marathon Road Bridge (BIN 3312050) Replacement - Highway Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Christopher Newell, Legislator
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF NEWELL **RESOLUTION NO. 264-22**

Authorize Supplement Agreement No. 4/New York State/McGraw Marathon Road Bridge (BIN 3312050) Replacement - Highway Department

WHEREAS, the Project for the McGraw Marathon Road Bridge (BIN 3312050), Replacement Project P.I.N. 375654 (“the project”) is eligible for funding under Title 23 U.S. Code, as amended, that call for the apportionment of the costs of such program to be borne at the ratio of 95% Federal Funds and 5% non-federal funds, AND

WHEREAS, the Cortland County Legislature approved the implementation, and funding in the

first instance, 100% of the Federal funded eligible costs of a transportation Federal Aid project, and appropriating funds therefore by Resolution No. 8-19, AND

WHEREAS, the New York State Department of Transportation is amending the previously adopted Schedule A by decreasing the Construction Phase and increasing the design phase funding for the said project, NOW THEREFORE BE IT

RESOLVED, that the 2022 Cortland County Capital Budget be amended as follows:

Increase:

HH51225.54055.MMBR	Professional Services	$22,000.00

Decrease:

HH51225.52800.MMBR	Construction	$22,000.00

, AND BE IT FURTHER

RESOLVED, that in the event the full Federal share costs of the project exceeds the amount appropriated, the Legislature of Cortland County shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the NYSDOT thereof, AND BE IT FURTHER

RESOLVED, that the County Administrator be and is hereby authorized and directed to execute all necessary agreements, certifications or reimbursement, as approved to form by the County Attorney or designee, on behalf of the County of Cortland in connection with the advancement or approval of the Project, AND BE IT FURTHER

RESOLVED, that a certified copy of this Resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, AND BE IT FURTHER

RESOLVED, this Resolution shall take effect immediately.

AGENDA ITEM NO. 11 – Increase Fuel Budget - Airport/Highway Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Christopher Newell, Legislator
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF NEWELL **RESOLUTION NO. 265-22**

Increase Fuel Budget - Airport/Highway Department

WHEREAS, due to the increasing prices for fuel, the Airport budget for fuel will need to be increased to cover costs for the remainder of 2022, AND

WHEREAS, the revenues received for fuel sales is increasing at the same rate, NOW THEREFORE BE IT

RESOLVED, that the 2022 Airport Budget be amended as follows:

Increase:

A56105.54078	Fuel	$40,000.00
A561042.41776	Fuel Sales Revenues	$40,000.00

Referred from Health & Human Services Committee

Referred from Agriculture/Planning/Environment Committee

AGENDA ITEM NO. 12 – Appoint Director of Planning - Planning Department

RESULT: PULLED

ON MOTION OF HARBIN **RESOLUTION NO.**

Appoint Director of Planning - Planning Department

WHEREAS, the Cortland County Legislature has a vacant position of Director of Planning, AND

WHEREAS, interviews were conducted by the County Administrator and interview committee and they have offered a recommendation for this appointment, AND

WHEREAS, the Agriculture, Planning and Environmental Committee approves the appointment as recommended by the interview committee, AND

WHEREAS, the County Legislature has received from the County Administrator and the Agriculture, Planning and Environmental Committee the recommendation for appointment of _____ as Director of Planning, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature does hereby appoint _____ as Director of Planning at an annual salary of $_____ (Grade 5, Step _, Management Compensation Plan, non-competitive class) effective _____ at 12:01 AM.

AGENDA ITEM NO. 13 – Appoint Member - Southern Tier East Regional Planning Development Board (STERPDB)

RESULT: PULLED

ON MOTION OF FITCH **RESOLUTION NO.**

Appoint Member - Southern Tier East Regional Planning Development Board (STERPDB)

WHEREAS, there is currently a vacancy in the Cortland County representatives to the Southern Tier East Regional Planning Development Board (STERPDB) due to the resignation of the Planning Director, AND

WHEREAS, Cortland County is entitled to three representatives, AND

WHEREAS, a new Planning Director has been appointed for Cortland County, NOW THEREFORE BE IT

RESOLVED, that the following individual be and hereby is appointed to the STERPDB for the remainder of the term ending December 31, 2023:

	County Planning Director	Term Expires 12/31/23

AGENDA ITEM NO. 14 – Amend Bylaws - Cortland County Transportation Advisory Committee

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Kelly L. Fairchild-Preston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF HARBIN **RESOLUTION NO. 266-22**

Amend Bylaws - Cortland County Transportation Advisory Committee

WHEREAS, Resolution No. 289-19 formalized the Transportation Advisory Committee for Cortland County, AND

WHEREAS, the Transportation Advisory Committee has recommended changes to their Bylaws, which are subject to Legislative review and approval, AND

WHEREAS, the Agriculture, Planning and Environment Committee of the Cortland County Legislature has reviewed the changes to the Bylaws, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby approves the Bylaws of the Cortland County Transportation Advisory Committee, AND BE IT FURTHER

RESOLVED, that a copy of the bylaws shall be kept on file with the Clerk of the Legislature.

AGENDA ITEM NO. 15 – Appoint Members to the Transportation Advisory Committee - Planning Department

Mr. Harbin MADE A MOTION TO AMEND the resolution to remove the Planning Director position from the appointment and substitute Josh McLaughlin in place of Zach Newswanger, Ms. Preston SECONDED THE MOTION, and upon unanimous voice vote of members present, MOTION CARRIED.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF HARBIN **RESOLUTION NO. 267-22**

Appoint Members to the Transportation Advisory Committee - Planning Department

WHEREAS, Resolution No. 289-19 authorized the formalization of the Transportation Advisory Committee as a Citizen's Advisory Committee, AND

WHEREAS, the Transportation Advisory Committee, as a formal subcommittee of the Agriculture, Planning, and Environmental Committee, will consist of a membership from a wide variety of community service agencies and government agencies, AND

WHEREAS, the Cortland County Legislature approved changes to the Bylaws of the Transportation Advisory Committee, which include staggering terms of members, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby rescinds all previous resolutions appointing the current Transportation Advisory Committee members effective December 31, 2022, AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature be and hereby appoints the following community service and government agency representatives, or their designee, to the Transportation Advisory Committee for a term beginning January 1, 2023 as follows:

NAME	AGENCY/CAPACITY	TERM ENDING
Timothy Lockwood	Catholic Charities	12/31/2023
Amy Buggs	Cayuga/Cortland Workforce Development	12/31/2023
Sharon MacDougall	Cortland County Mental Health Department	12/31/2023
Shannon Coffin	JM Murray Center	12/31/2023
Jackie Leaf	Seven Valley Health Coalition	12/31/2024
Josh McLaughlin	SUNY Cortland	12/31/2024
Jennifer Hillman	Cortland County Health Department	12/31/2024
Brian Moore	Cortland County Department of Social Services	12/31/2024
Carrie Kane	Cortland County Area Agency on Aging	12/31/2025
Kirsten Parker	Cortland County Community Action Program	12/31/2025
Alex Mikowski	Access to Independence	12/31/2025
Melissa Potter	Cortland County Mobility Manager	Ex-Officio
Rob Corpora	Cortland County Administrator	Ex-Officio
Ryan Reynolds	First Transit	Ex-Officio
Beau Harbin	Cortland County Legislator	12/31/2023

AGENDA ITEM NO. 16 – Appoint Members - Soil and Water Conservation District Board of Directors

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF FITCH **RESOLUTION NO. 268-22**

Appoint Members - Soil and Water Conservation District Board of Directors

WHEREAS, according to the Soil and Water Conservation District Law as passed by the legislature of the State of New York, "When a county has been declared a soil and water conservation district, a board of directors consisting of five members shall be appointed by the county board. This board of directors shall consist of two members of the county board and three persons not members of the county board... two of whom shall be practical farmers. One of these farmers shall be appointed from a list submitted by the county grange, one of these farmers shall be appointed from a list submitted by the county farm bureau.", AND

WHEREAS, the terms of members is one year for Legislative Representatives and three years for other members of the Board, NOW THEREFORE BE IT

RESOLVED, that the following be and hereby are appointed to serve as members of the Soil and

Water Conservation District Board of Directors:

Name	Address	Capacity	Term Expiration
Linda Jones	2087 E. River Road Homer, NY 13077	Legislative Representative	12/31/23
Beau Harbin	25 West Court Street Cortland, NY 13045	Legislative Representative	12/31/23
James Murphy	1122 Route 392 Cortland, NY 13045	At Large Representative	12/31/25

AGENDA ITEM NO. 17 – Rescind Resolution No. 234-22 Approving the Purchase of Four (4) Transit Buses from Oneida County - Planning Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF HARBIN **RESOLUTION NO. 269-22**

Rescind Resolution No. 234-22 Approving the Purchase of Four (4) Transit Buses from Oneida County - Planning Department

WHEREAS, Resolution No. 234-22 authorized the purchase of two (2) 2017 Ford E450 Cuttaway Transit Buses and two (2) 2015 Ford E450 Cuttaway Transit Buses all with less than 100,000 miles and still within the New York State useful life span guidelines from Oneida County, AND

WHEREAS, upon inspection of the (4) E450 transit buses by the Cortland County Highway Department, it was noted that even though these buses were within the New York State useful life span guidelines, there were several major mechanical issues that did not warrant the purchase of these buses by Cortland County, NOW THEREFORE BE IT

RESOLVED, that Resolution No. 234-22 be and hereby is rescinded.

Referred from Judiciary & Public Safety Committee Cont.

AGENDA ITEM NO. 18 – Appoint Members - Traffic Safety Board

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 270-22**

Appoint Members - Traffic Safety Board

WHEREAS, pursuant to Article 43 §1672 of Vehicle and Traffic Safety Laws, Local Law No. 4

for the Year 1971 of the Cortland County Legislature established a Cortland County Traffic Safety Board, AND

WHEREAS, Local Law No. 3 for the Year 1978 amended Local Law No. 4 for the Year 1971 and established the membership of the Board is appointed by the Cortland County Legislature, NOW THEREFORE BE IT

RESOLVED, that the following members be and hereby are appointed to serve the terms as listed below:

Name	Organization	Address	Term Expiration
ReBecca Smith	Cortland County Health Department	24 Pearne Avenue Cortland, NY 13045	12/31/2025
Catherine Wilde	Seven Valleys Health Coalition	20 Kennedy Parkway Cortland, NY 13045	12/31/2025
Jennifer Hillman	Cortland County Health Department	18 Hickory Park Road Cortland, NY 13045	12/31/2025
Amber Stevens	NYSDOT	3718 State Route 13 Truxton, NY 13158	12/31/2025

AGENDA ITEM NO. 19 – Authorize Agreement with Cayuga County Addiction Services for Medicated Assisted Treatment (MAT) - Sheriff/Jail

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 271-22**

Authorize Agreement with Cayuga County Addiction Services for Medicated Assisted Treatment (MAT) - Sheriff/Jail

WHEREAS, Governor Hochul signed into law legislation (Chapter 432 of the Laws of 2021), which generally serves to allow incarcerated individuals with certain substance use disorders the opportunity to participate in a medication assisted treatment (MAT) program and Subsequent lawmaking (Chapter 432 of the Laws of 2021) postponed the effective date of the legislation to October 7, 2022, AND

WHEREAS, there is no service provider in Cortland County that can provide needed medication for MAT program, AND

WHEREAS, Cayuga County Addiction Recovery Services, (CARS) 334 W. State Street, Ithaca, NY 14850, will provide the medication with compliance with MAT program to Cortland County Jail at a cost of $75 per week, per incarcerated individual that is receiving the medication, NOW THEREFORE BE IT

RESOLVED, that the County Administrator and the Sheriff of Cortland County, upon review and approval by the County Attorney or designee, be and herby are authorized to contract with Cayuga Addiction Recovery Services, CARS, for the period beginning January 1, 2023.

AGENDA ITEM NO. 20 – Authorize Lease Contract - 911 Telephone System - Department of Emergency Response & Communications

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 272-22**

Authorize Lease Contract - 911 Telephone System - Department of Emergency Response & Communications

WHEREAS, the Cortland County Department of Emergency Response purchased a Vesta 911 telephone system from Frontier Communications in 2016 that included 5 years of preventative maintenance, expiring December 31, 2022, AND

WHEREAS, the Vesta 911 telephone system is integral to the operation of Cortland County's 911 center and is scheduled to be refreshed; replacing and upgrading major and minor components of the system to provide for continued high availability use during 911 and other emergency calls, and

WHEREAS, the Department of Emergency Response and Communications has sought pricing for a refresh/upgrade/5 year maintenance plan of its Vesta 911 telephone system with the following proposals:

Motorola Solutions: $567,968

Frontier Communications $678,461
,AND

WHEREAS, the Department of Emergency Response and Communications seeks to take advantage of 4th quarter 2022 pricing for the Vesta 911 system upgrades, AND

WHEREAS, the Department of Emergency Response and Communications previously leased the County's radio system with Motorola paying that lease off early by leveraging available grant funding. The Department of Emergency Response and Communications seeks to lease the upgrades to the Vesta 911 telephone system enabling the County to seek grant funding to potentially pay off the lease early as opposed to funding completely from the County's operating budget, AND

WHEREAS, Motorola Solutions has proposed five-year lease term, resulting in annual proposed payments of $130,925. The initial lease payment is included in the Department of Emergency Response & Communication's 2023 adopted budget, THEREFORE NOW BE IT

RESOLVED, that the County Administrator be authorized to execute a five-year lease contract with Motorola Solutions, upon approval of the County attorney or their designee, for a refresh/upgrade/ preventative maintenance of the County's Vesta 911 telephone system for the County's 911 center.

Referred from Government Operations Committee

Referred from Finance & Administration Committee

AGENDA ITEM NO. 21 – Levy Sewer Charges - Town of Cortlandville - Real Property Tax Services

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Mitchel Eccleston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 273-22**

Levy Sewer Charges - Town of Cortlandville - Real Property Tax Services

WHEREAS, a statement showing the unpaid sewer charges in the Town of Cortlandville, Cortland County, has been filed as outlined in Section 198-1(k) of the Town Law of the State of New York, which statement includes unpaid sewer charges which have not appeared on any statement previously filed and the supervisor of said town transmitted said statement to this Legislature, NOW THEREFORE BE IT

RESOLVED, that the unpaid sewer charges be re-levied and collected from the real property indicated below:

76.00-06-11.000	Zoya Mayo	987.53
76.14-01-48.000	Duane T Smith	456.80
76.18-01-31.000	Stacy L Crandall-Jones	395.96
76.19-01-05.000	Jeffrey C Carley	61.60
76.19-01-19.110	Shannon M Snyder	196.91
76.19-01-22.000	Christine Poppe	842.56
85.11-01-04.100	Ronald F Lader	139.57
85.15-01-09.000	David M Winter	934.27
85.16-01-14.000	Robert J Felt	159.90
85.16-01-16.000	Shawn C Earle	160.53
85.19-01-04.000	Daniel R VanDusen	284.92
85.20-01-01.000	Melissa K Martin	210.76
85.20-01-26.000	Jose R Rolon Davila	188.46
85.20-01-33.000	Christopher Cummins	128.97
86.09-01-12.000	John K Linn	381.66
86.09-01-14.000	Charles Thomas Parsons	103.05
86.09-04-04.000	Cayuga Med Center at Ithaca	78.84
86.09-04-05.000	J Lee Ambrose	157.90
86.13-01-10.000	Robert Phelps	215.59
86.13-01-44.000	Benjamin M Locke	151.20
86.13-01-55.121	281 Groton Corp	123.20
86.13-01-58.120	Salvi Enterprise LLC	33.60
95.11-02-25.000	Daniel W Yunghans	85.89
95.11-03-02.000	Stephen C Strauf	65.79
95.11-03-09.000	Stacy M Bradley	49.68
95.11-04-06.000	Michael J Warwick	100.34
95.12-01-08.000	Bruench Incorporated	3390.60
95.14-01-10.000	Benjamin Baum	230.16
95.15-01-01.000	Cortland's Finest Prop LLC	311.37
95.16-01-24.100	Salvation Army	30.80

95.16-01-40.000	Rebecca J Corp	90.83
95.16-01-48.000	Rafsanjani I Abdu-Shahid	192.89
95.16-01-58.000	Matthew C Yaple	74.28
95.16-01-74.000	Laura E Newport	56.95
95.16-01-75.000	Gary W James	422.92
96.06-01-30.000	J Robert Messinger	241.97
96.06-01-37.000	Dean Sturdevant	130.59
96.06-01-39.000	Coffee Grounds LLC	232.27
96.06-01-43.000	Jamie Moses	115.24
96.06-02-14.000	Kimberly A Cook	688.23
96.06-02-15.000	Courtney A Shute	201.79
96.06-02-20.000	John H Hutchinson	285.37
96.08-01-01.000	John Chierchio	123.20
96.09-01-09.000	Christian A Decker	134.22
96.09-01-24.000	Bethany A Cutler	375.12
96.09-02-08.000	Thomas Keane	186.95
96.09-02-18.000	Leon A Moore	123.20
96.09-02-30.000	Richard O'Dell	183.14
96.09-04-06.000	Leon W Stewart	199.85
96.10-02-11.000	Michael J Mershon	462.07
96.10-02-42.000	Carl E Ryder	407.62
96.12-01-05.000	Sandra L Fox	37.95
96.12-01-10.100	Robert E Murray	116.95
96.36-01-07.000	Dorene Eaton	295.66
97.02-01-02.000	Robert L Knecht	61.60
105.08-02-35.000	Scott C Hopko	133.60
TOTAL:		$16,232.87

Submitted to Cortland County RPTS 12/7/22 by Kristin Rocco-Petrella, Cortlandville Town Clerk.

AGENDA ITEM NO. 22 – Levy Sewer Charges - Town of Cuyler - Real Property Tax Services

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Mitchel Eccleston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 274-22**

Levy Sewer Charges - Town of Cuyler - Real Property Tax Services

WHEREAS, a statement showing the unpaid sewer charges in the Town of Cuyler, Cortland County, has been filed as outlined in Section 198-1(k) of the Town Law of the State of New York, which statement includes unpaid sewer charges which have not appeared on any statement previously filed and the supervisor of said town transmitted said statement to this Legislature, NOW THEREFORE BE IT

RESOLVED, that there shall be and is hereby assessed and levied and collected from the real property liable therefore as indicated below, the following amounts of sewer charges due said Town of Cuyler:

31.02-02-09.000	James Marshall	$296.80
31.02-02-22.000	Daniel N Southwick	$296.80
31.02-02-27.000	Mandy M Morgan	$296.80

31.02-02-28.000	Greg W Richey	$296.80
31.02-02-45.000	Chad Aldrich	$296.80
31.02-02-47.000	Jennifer Sue Dorman	$420.00
31.02-02-30.000	Chuck, Alex, Kristine Enterprises, LLC	$543.20
TOTAL:	**$2,447.20**	

Submitted to Cortland County Real Property Tax Services on 11/21/22 by Wendy Custer, Cuyler Town Clerk.

AGENDA ITEM NO. 23 – Levy Sewer Charges - Town of Virgil - Real Property Tax Services

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Mitchel Eccleston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 275-22**

Levy Sewer Charges - Town of Virgil - Real Property Tax Services

WHEREAS, a statement showing the unpaid sewer charges in the Town of Virgil, Cortland County, has been filed as outlined in Section 198-1(k) of the Town Law of the State of New York, which statement includes unpaid sewer charges which have not appeared on any statement previously filed and the supervisor of said town transmitted said statement to this Legislature, NOW THEREFORE BE IT

RESOLVED, that there shall be and is hereby assessed and levied and collected from the real property liable therefore as indicated below, the following amounts of sewer charges due said Town of Virgil:

127.15-01-30.000-9	Karin Richardson	575.00
127.15-01-31.000-8	Robert Gault	284.27
127.15-01-31.000-24	James Sorbella	336.14
127.15-01-31.000-25	James Sorbella	264.50
127.15-01-31.000-38	Britney Funccius	414.00
127.15-01-31.000-42	Unit 11C LLC	575.00
127.15-01-31.000-56	Contento Properties LLC	575.00
127.15-01-31.000-58	Nicholas Difasi	69.00
TOTAL:		$3,092.91

Submitted to Cortland County Real Property Tax Services on 11/15/22 and revised on 12/5/22 by Alane VanDonsel, Virgil Town Clerk.

AGENDA ITEM NO. 24 – Levy Water Charges - Town of Cincinnatus - Real Property Tax Services

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Mitchel Eccleston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 276-22**

Levy Water Charges - Town of Cincinnatus - Real Property Tax Services

WHEREAS, a statement showing the unpaid water charges in the Town of Cincinnatus, Cortland County, has been filed as outlined in Section 198-3(d) of the Town Law of the State of New York, which statement includes unpaid water charges which have not appeared on any statement previously filed and the supervisor of said town transmitted said statement to this Legislature, now therefore be it

RESOLVED, that there shall be and is hereby assessed and levied and collected from the real property liable therefore as indicated below, the following amounts of water charges due said Town of Cincinnatus:

112.00-03-02.000	Raimo, Derek	108.41
112.20-01-04.000	Price, Danielle A.	216.82
112.20-01-15.000	Rice, Joel	108.41
112.20-01-20.000	Morse, Ryan	216.82
112.20-01-22.000	Morse, Ryan	278.42
113.17-01-03.000	Smith, Ronald P.	366.42
113.17-01-04.000	Randall, Joseph	238.82
113.17-01-06.000	Golicki, Elizabeth	409.32
113.17-01-12.000	Soule, Kenneth	166.82
113.17-01-30.000	Kurtz, Rayelynn	108.41
113.17-02-02.000	Durney, Jayson	238.82
113.17-02-04.000	Butler, Cathy	665.62
113.17-02-16.000	Williams, James A.	724.24
113.17-02-21.000	Harlow, Geoffrey	225.62
122.00-03-10.000	Krulikowski, Mike	216.82
122.00-03-11.000	Carr, Teresa	117.21
122.00-03-18.200	Stacker Storage LLC	26.28
122.00-03-19.000	Stacker Storage LLC	108.41
122.00-03-20.000	Kemak, Lisa	216.82
122.00-03-22.000	Gonzalez, Noe	108.41
122.00-03-25.000	Lieb, Joshua	348.32
122.08-01-02.000	Staley, Vicki W.	392.82
122.08-01-04.000	Aldrich, William	216.82
122.08-01-19.100	Moses, David	269.62
122.08-01-20.000	Blanchard, Lawerence	108.41
122.08-01-30.000	Pryor, George	108.41
122.08-02-05.000	Hotaling, Zachary	436.82
122.08-02-06.000	Totman-P, Philip B.	216.82
122.12-01-03.200	Carter,L, Leslie	216.82
122.12-01-11.000	Kemak, Lisa	216.82
123.00-04-04.000	Eaton, Charles	52.56
123.05-01-01.000	Wehner,V, Verda	108.41
123.05-01-04.000	Mountain Village, LLC., Ann Whittmaack	478.94
123.05-01-07.000	Supley, Richard	216.82
123.05-01-08.000	Rutan, Jessica	216.82
123.05-01-17.000	Southern, Tess	216.82
123.05-01-19.000	Price, Steve	467.62
123.05-01-20.000	Cummings, Dorothy	134.81
123.05-01-24.000	Treacy, Clyde	260.82
123.05-01-25.000	Rathbun, Cheyenne	216.82
123.05-01-31.000	Novick, Donna	216.82
123.05-01-37.000	Welch, Kathleen	278.42
123.05-01-52.000	Postal Building and Leasing Co.	216.82
123.05-01-60.000	Dingman, Ronald	216.82

123.05-01-73.000	Loomis Estate, Floyd	52.56
123.09-01-04.000	Shorter, Rose	504.70
123.13-01-01.000	Brown, Gordon	216.82
123.13-01-08.200	Steacy,D, David	448.06
123.13-01-09.000	Steacy,D, David	201.66
123.13-01-10.000	Steacy,K, Kody	291.62
123.13-01-24.000	Carter,L, Leslie J.	216.82
123.13-01-25.000	Rice, Jay	533.62
123.13-01-31.000	Allen, Jennifer	454.42
123.13-01-32.000	Gallow, David	467.62
123.13-01-36.000	Eaton, Charles	204.94
123.13-01-41.000	Davis, Wendy	225.62
123.13-01-42.000	Pittsley, Jedadiah	384.02
123.13-01-43.000	Aldrich, Shiloh	765.82
132.00-01-11.100	Phillips, Heath	296.02
TOTAL:		$15,962.24

Submitted to Cortland County Real Property Tax Services 11/2/2022 by Water Billing Dept.

AGENDA ITEM NO. 25 – Levy Water Charges - Town of Cortlandville - Real Property Tax Services

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Mitchel Eccleston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 277-22**

Levy Water Charges - Town of Cortlandville - Real Property Tax Services

WHEREAS, a statement showing the unpaid water charges in the Town of Cortlandville, Cortland County, has been filed as outlined in Section 198-3(d) of the Town Law of the State of New York, which statement includes unpaid water charges which have not appeared on any statement previously filed and the supervisor of said town transmitted said statement to this Legislature, NOW THEREFORE BE IT

RESOLVED, that there shall be and is hereby assessed and levied and collected from the real property liable therefore as indicated below, the following amounts of water charges due said Town of Cortlandville:

76.00-06-11.000	Zoya Mayo	740.18
76.00-07-03.000	Arthur Bell	187.99
76.14-01-48.000	Duane T Smith	350.66
76.15-01-15.000	Amy M Darling	91.27
76.18-01-31.000	Stacy L Crandall-Jones	306.01
76.19-01-05.000	Jeffrey C Carley	52.92
76.19-01-19.110	Shannon M Snyder	152.22
76.19-01-22.000	Christine Poppe	633.79
76.19-01-47.200	Roger E Simpson	72.41
85.11-01-04.100	Ronald F Lader	117.85
85.15-01-09.000	David M Winter	701.08
85.16-01-14.000	Robert J Felt	132.77
85.16-01-16.000	Shawn C Earle	121.67

85.19-01-04.000	Daniel R VanDusen	224.52
85.19-01-05.000	Justin G Naylor	542.89
85.19-01-36.000	Anthony John Keegan	82.83
85.20-01-01.000	Melissa K Martin	170.06
86.09-01-12.000	John K Linn	295.51
86.09-01-14.000	Charles Thomas Parsons	79.48
86.09-01-46.000	Paul W Allen	105.84
86.09-04-04.000	Cayuga Med Center at Ithaca	53.41
86.09-04-05.000	J Lee Ambrose	95.19
86.13-01-10.000	Robert Phelps	173.63
86.13-01-44.000	Benjamin M Locke	110.67
86.13-01-55.121	281 Groton Corp	105.84
86.13-01-58.120	Salvi Enterprise LLC	28.87
87.13-01-25.000	Nicole R Bush	404.45
87.13-01-34.000	Wyatt Malchak	354.04
95.07-02-09.000	William Jones	123.63
95.11-01-24.000	Gerald V Ruggiero	76.36
95.11-01-46.000	Christopher C Nightingale	110.91
95.11-02-25.000	Daniel W Yunghans	66.89
95.11-03-02.000	Stephen C Strauf	56.00
95.11-03-09.000	Stacy M Bradley	40.30
95.11-04-06.000	Michael J Warwick	77.50
95.11-05-04.000	Brian D Withey	315.51
95.12-01-08.000	Bruench Incorporated	2503.86
95.14-01-10.000	Benjamin Baum	184.32
95.15-01-01.000	Cortland's Finest Prop LLC	240.08
95.16-01-24.100	Salvation Army	125.46
95.16-01-40.000	Rebecca J Corp	70.51
95.16-01-48.000	RafsanjaniI Abdu-Shahid	149.27
95.16-01-58.000	Matthew C Yaple	58.37
95.16-01-74.000	Laura E Newport	45.65
95.16-01-75.000	Gary W James	325.81
96.00-12-02.000	Christina M Grossi	113.76
96.00-12-03.000	Scott J McKinney	225.08
96.06-01-30.000	J Robert Messinger	192.99
96.06-01-37.000	Dean Sturdevant	111.26
96.06-01-39.000	Coffee Grounds LLC	185.86
96.06-01-43.000	Jamie Moses	96.12
96.06-02-14.000	Kimberly A Cook	520.52
96.06-02-15.000	Courtney A Shute	155.80
96.06-02-20.000	John H Hutchinson	224.85
96.08-01-01.000	John Chierchio	105.84
96.09-01-09.000	Christian A Decker	102.37
96.09-01-24.000	Bethany A Cutler	290.73
96.09-02-08.000	Thomas Keane	152.60
96.09-02-18.000	Leon A Moore	105.84
96.09-02-30.000	Richard O'Dell	149.81
96.09-04-06.000	Leon W Stewart	162.08
96.10-02-11.000	Michael J Mershon	354.55
96.10-02-42.000	Carl E Ryder	314.57
96.12-01-05.000	Sandra L Fox	31.70
96.12-01-10.100	Robert E Murray	93.52
96.36-01-07.000	Dorene Eaton	232.39
105.08-01-11.000	Brian E McMahon	118.42
105.08-02-35.000	Scott C Hopko	101.89
TOTAL:		$15,201.03

Submitted to Cortland County RPTS 12/7/22 by Kristin Rocco-Petrella, Cortlandville Town Clerk.

AGENDA ITEM NO. 26 – Levy Water Charges - Town of Harford - Real Property Tax Services

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Mitchel Eccleston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 278-22**

Levy Water Charges - Town of Harford - Real Property Tax Services

WHEREAS, a statement showing the unpaid water charges in the Town of Harford, Cortland County, has been filed as outlined in Section 198-3(d) of the Town Law of the State of New York, which statement includes unpaid water charges which have not appeared on any statement previously filed and the supervisor of said town transmitted said statement to this Legislature, NOW THEREFORE BE IT

RESOLVED, that there shall be and is hereby assessed and levied and collected from the real property liable therefore as indicated below, the following amounts of water charges due said Town of Harford:

172.05-01-17.112	Thomas R Poole	$436.25
172.05-01-32.000	Mathew Murray	$456.25
172.06-01-01.000	Edward F Monroe	$669.25
172.06-01-12.200	Chris E Tweedie	$964.00
TOTAL		$2,525.75

Submitted to Cortland County Real Property Tax Services on 10/3/22 by Jennifer Fox, Harford Town Clerk.

AGENDA ITEM NO. 27 – Levy Water Charges - Town of Scott - Real Property Tax Services

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Mitchel Eccleston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 279-22**

Levy Water Charges - Town of Scott - Real Property Tax Services

WHEREAS, a statement showing the unpaid water charges in the Town of Scott, Cortland County, has been filed as outlined in Section 198-3(d) of the Town Law of the State of New York, which statement includes unpaid water charges which have not appeared on any statement previously filed and the supervisor of said town transmitted said statement to this Legislature, NOW THEREFORE BE IT

RESOLVED, that there shall be and is hereby assessed and levied and collected from the real property liable therefore as indicated below, the following amounts of water charges due said Town of

Scott:

35.03-01-03.000	Chad Parker	$433.00
35.03-01-06.000	Brian Moriarty	$376.00
35.03-01-09.000	Tyler West	$409.00
35.03-01-13.000	Terry Vanliew	$472.00
35.03-01-24.000	Nancy Estep	$466.00
35.03-01-31.000	Matthew Klemm	$523.00
35.03-01-33.000	Christopher Glendening	$304.00
35.03-01-39.000	Connal Carr	$424.00
TOTAL:		$3,407.00

Submitted to Cortland County Real Property Tax Service on 12/1/22 and revised on 12/6/22 by Tamara Congdon, Scott Town Clerk.

AGENDA ITEM NO. 28 – Levy Water Charges - Town of Virgil - Real Property Tax Services

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Mitchel Eccleston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 280-22**

Levy Water Charges - Town of Virgil - Real Property Tax Services

WHEREAS, a statement showing the unpaid water charges in the Town of Virgil, Cortland County, has been filed as outlined in Section 198-3(d) of the Town Law of the State of New York, which statement includes unpaid water charges which have not appeared on any statement previously filed and the supervisor of said town transmitted said statement to this Legislature, NOW THEREFORE BE IT

RESOLVED, that there shall be and is hereby assessed and levied and collected from the real property liable therefore as indicated below, the following amounts of water charges due said Town of Virgil:

127.00-06-27.000	Universal Property Rentals LLC	312.20
127.15-01-30.000-9	Karin Richardson	300.00
127.15-01-31.000-8	Robert Gault	152.27
127.15-01-31.000-24	James Sorbella	206.64
127.15-01-31.000-25	James Sorbella	135.00
127.15-01-31.000-38	Britney Funccius	216.00
127.15-01-31.000-42	Unit 11C LLC	300.00
127.15-01-31.000-56	Contento Properties LLC	300.00
127.15-01-31.000-58	Nicholas Difasi	36.00
TOTAL:		$1,958.11

Submitted to Cortland County Real Property Tax Services on 11/15/22 and revised 12/5/22 by Alane VanDonsel, Virgil Town Clerk.

AGENDA ITEM NO. 29 – Levy Town General and Highway Taxes - Real Property Tax Services

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Mitchel Eccleston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 281-22**

Levy Town General and Highway Taxes - Real Property Tax Services

WHEREAS, there has been presented to this Legislature a duly certified copy of the annual budget for the several towns of the County of Cortland for the fiscal year beginning January 1, 2023 NOW THEREFORE BE IT

RESOLVED, that there shall be and hereby is assessed and levied upon and collected from the taxable real property in the following named towns, outside of any incorporated villages, wholly or partially located therein, the amounts indicated below for the General and Highway items as specified in the budgets of the respective towns as follows:

	General	Highway
Town of Cortlandville . . . . . outside village -	$ -0-	$746,526
Town of Homer . . . . . outside village -	$ -0-	

, AND BE IT FURTHER

RESOLVED, that the several amounts raised by tax for all other purposes as specified in the several budgets as presented to this Legislature and which are on file in the Office of Real Property Tax Services, shall be and hereby are assessed and levied upon and collected from all taxable property in the towns as enumerated below, except as otherwise provided by law, namely:

Town	Highway Fund
Cincinnatus	$105,183
Cuyler	$217,864
Freetown	$242,200
Harford	$252,125
Homer	$239,739
Lapeer	$288,740
Marathon	$122,785
Preble	$118,202
Scott	$195,000
Solon	$309,100
Taylor	$132,800
Truxton	$253,800
Virgil	$371,993
Willet	$155,519

, AND BE IT FURTHER

RESOLVED, that the amounts to be raised for the General Fund and Debt Service Fund purposes as specified in the several budgets presented to this Legislature and which are on file in the Office of Real Property Tax Services hereof, shall and hereby are assessed and levied upon and collected from all taxable property in the towns as enumerated below except as otherwise provided by law, namely:

Town	General Fund
Cincinnatus	$5,000

Cortlandville - townwide	$1,387,532
Cuyler	$ 161,100
Freetown	$ 24,326
Harford	$ 117,840
Homer	$ 225,000
Lapeer	$ 158,884
Marathon	$ 264,354
Preble	$ 34,000
Scott	$ -0-
Solon	$ -0-
Taylor	$ 111,090
Truxton	$ 161,810
Virgil	$ 175,417
Willet	$ 70,519

, AND BE IT FURTHER

RESOLVED, that such taxes and assessments when collected shall be paid to the Supervisors of the several towns in the amounts as shown by this resolution for distribution by them in the manner provided by law.

AGENDA ITEM NO. 30 – Levy Town Special District Taxes - Real Property Tax Services

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Mitchel Eccleston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 282-22**

Levy Town Special District Taxes - Real Property Tax Services

WHEREAS, there has been presented to this Legislature a duly certified copy of the annual budget for the several towns of the County of Cortland which includes special district taxes for the fiscal year beginning January 1, 2023, NOW THEREFORE BE IT

RESOLVED, that there shall be and is hereby assessed and levied upon and collected from the real property liable therefore within the respective fire protection, fire and lighting districts in the towns as indicated below, as specified in their respective annual budgets for the year 2023:

Town	Fire Tax	Light Tax
Cincinnatus	$106,404.46	$11,528
Cortlandville - townwide	$869,000	
Cuyler	$ 79,724	
Freetown:		
Cincinnatus Fire	$ 7,633.20	
Marathon Fire	$29,125.29	
McGraw Fire	$ 7,500.00	
Harford	$114,806	
Homer	$213,814	
Lapeer	$ 97,487.50	
Marathon	$113,957.21	
Preble	$101,000	

Scott	$ 62,453
Solon	$ 23,709.80
Taylor	$ 41,027.29
Truxton	$ 87,860
Virgil	$269,000
Willet	$ 47,374

, AND BE IT FURTHER

RESOLVED, that such taxes and assessments, when collected, shall be paid to the Supervisors of the several towns in the amount as shown by this resolution for distribution by them in the manner provided by law.

AGENDA ITEM NO. 31 – Levy Grass and Weed Charges - Town of Cortlandville

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Mitchel Eccleston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 283-22**

Levy Grass and Weed Charges - Town of Cortlandville

WHEREAS, a statement showing the unpaid grass and weed control charges in the Town of Cortlandville, Cortland County, has been filed as outlined in Section 64.5-a of the Town Law of the State of New York, which statement includes unpaid grass and weed control charges which have not appeared on any statement previously filed and the supervisor of said town transmitted said statement to this Legislature, NOW THEREFORE BE IT

RESOLVED, that there shall be and is hereby assessed and levied and collected from the real property liable therefore as indicated below, the following amounts of grass and weed control charges due said Town of Cortlandville:

ARCTDNY001, LLC	95.16-01-18.000	$ 740.00
Hedlund, Grace	95.16-01-71.000	$ 580.00
Total		$1,320.00

Submitted to Cortland County RPTS 11/16/22 by Kristin Rocco-Petrella, Cortlandville Town Clerk.

AGENDA ITEM NO. 32 – Levy Fire and Safety Inspection Charges - Town of Cortlandville

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Mitchel Eccleston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 284-22**

Levy Fire and Safety Inspection Charges - Town of Cortlandville

WHEREAS, a statement showing the unpaid fire and safety inspection charges in the Town of Cortlandville, Cortland County, has been filed as outlined in Section 130.16 of the Town Law of the State of New York, which statement includes unpaid fire and safety inspection charges which have not appeared on any statement previously filed and the supervisor of said town transmitted said statement to this Legislature, now therefore be it

RESOLVED, that there shall be and is hereby assessed and levied and collected from the real property liable therefore as indicated below, the following amounts of fire and safety inspection charges due said Town of Cortlandville:

76.19-01-30.100-2	Cortland Co Ag Corp	200.00
86.09-04-07.000	David Mayo, MD	90.00
86.13-01-45.210	Darrell L Carter	90.00
86.13-01-55.121	281 Groton Corp	90.00
88.00-01-68.110	Craig R Turner	90.00
95.12-01-18.000	Carl Demarchi	90.00
TOTAL:		$650.00

Submitted to Cortland County RPTS 12/7/22 by Kristin Rocco-Petrella, Cortlandville Town Clerk.

AGENDA ITEM NO. 33 – Levy County Special District Tax - Real Property Tax Services

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Mitchel Eccleston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 285-22**

Levy County Special District Tax - Real Property Tax Services

WHEREAS, there has been presented to this Legislature a duly certified copy of the annual budget for the County of Cortland which includes Little York Lake Protection District for the fiscal year beginning January 1, 2023, NOW THEREFORE BE IT

RESOLVED, that there shall be and is hereby assessed and levied upon and collected from the real property liable therefore within the respective protection district in the towns as indicated below, as specified in the Cortland County annual budget for the year 2023:

Town	LYL Tax
Homer & Preble	$17,836.55

, AND BE IT FURTHER

RESOLVED, that such taxes and assessments, when collected, shall be paid to the County of Cortland in the amount as shown by this resolution for distribution by them in the manner provided by law.

AGENDA ITEM NO. 34 – Levy County Tax - City of Cortland - Real Property Tax Services

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Mitchel Eccleston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 286-22**

Levy County Tax - City of Cortland - Real Property Tax Services

WHEREAS, the Cortland County Legislature adopted Resolution No. 254-22 on November 17, 2022 to adopt the 2023 County budget, AND

WHEREAS, the adopted 2023 budget includes a Real Property Tax Levy of $38,500,000.00, AND

WHEREAS, the apportionment of the 2023 Cortland County tax levy has been approved by the Cortland County Legislature, AND

WHEREAS, the Real Property Tax Director has assessed the City of Cortland's apportioned share of the County tax levy at eight million, three hundred twenty-one thousand, six hundred seventy five dollars and ninety-nine cents ($8,321,675.99), NOW THEREFORE BE IT

RESOLVED, that this Legislature directs the sum of eight million, three hundred twenty-one thousand, six hundred seventy five dollars and ninety-nine cents ($8,321,675.99) to be levied in the City of Cortland, Cortland County, for County purposes for the fiscal year beginning January 1, 2023 and that the Chairman and the Clerk of this Legislature certify this resolution to the Common Council of said City, pursuant to the Charter of said City.

AGENDA ITEM NO. 35 – Fix Date to Sign Warrant - Real Property Tax Services

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	George Wagner, Majority Leader
SECONDER:	Kelly L. Fairchild-Preston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 287-22**

Fix Date to Sign Warrant - Real Property Tax Services

WHEREAS, pursuant to section 904 of the Real Property Tax Law of the State of New York the County Legislative body shall annex to or file with the assessment roll of each town a warrant, bearing the seal of the board and signed by the Chairman and Clerk thereof, authorizing and directing the collecting officer for each town to collect the amounts listed, NOW THEREFORE BE IT

RESOLVED, that the date for the annexing of the warrants to the rolls of the Towns for collection of taxes be and hereby is fixed as of December 31, 2022, and that said warrants so annexed be made returnable on or before the first day of June 2023, AND BE IT FURTHER

RESOLVED, that the Chairman and Clerk of the Cortland County Legislature are hereby authorized to sign said warrant on behalf of the County.

AGENDA ITEM NO. 36 – Approve Apportionment of 2023 Cortland County Tax Levy - Real Property

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	George Wagner, Majority Leader
SECONDER:	Kelly L. Fairchild-Preston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 288-22**

Approve Apportionment of 2023 Cortland County Tax Levy - Real Property

WHEREAS, the Report of the Finance and Administration Committee on the apportionment and tax rates for County taxes as submitted to this Legislature be received, filed and approved, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature does hereby approve the Final 2023 Apportionment report for the tax levy for the year 2023 as the foregoing amounts are the net amounts necessary to be raised in taxes:

2023 Apportionment - Tax Levy of $38,500,000

City/Town/Village:	Net Tax Levy	Taxable Value	2023 Tax Rate (per $1,000)
City of Cortland	8,321,675.99	536,120,799	15.522017
Cincinnatus	818,427.02	59,942,502	13.653535
Cortlandville	9,376,852.20	572,256,676	16.385745
Vil of Homer	57,425.29	3,407,203	16.854085
Vil of McGraw	422,744.01	26,480,196	15.964535
Town Total	**9,857,021.50**	**602,144,075**	
Cuyler	678,815.07	48,468,699	14.005226
Freetown	626,373.98	40,377,320	15.513015
Harford	813,953.02	66,175,051	12.299998
Homer	3,224,881.86	202,475,089	15.927302
Vil of Homer	2,245,929.94	148,050,980	15.169977
Town Total	**5,470,811.80**	**350,526,069**	
Lapeer	917,285.48	81,564,717	11.246106
Marathon	953,769.15	60,743,034	15.701704
Vil of Marathon	491,393.22	33,396,837	14.713765
Town Total	**1,445,162.37**	**94,139,871**	
Preble	1,679,849.28	94,141,673	17.843844
Scott	999,192.32	59,175,966	16.885104
Solon	936,179.78	49,729,000	18.825631
Taylor	493,557.14	34,984,153	14.108020
Truxton	1,124,232.74	70,441,252	15.959863
Virgil	2,956,587.10	184,573,625	16.018470
Willet	792,190.17	47,671,681	16.617626
TOTALS:	**$37,931,314.76**	**$2,420,176,453**	Avg. Tax Rate: **$15.907931**

AGENDA ITEM NO. 37 – Reaffirming Cortland County's Endorsement of Special State Legislation Amending Article 31 of the New York State Tax Law to Permit Cortland County to Impose a Tax on the Transfer of Real Property

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	George Wagner, Majority Leader
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 289-22**

Reaffirming Cortland County's Endorsement of Special State Legislation Amending Article 31 of the New York State Tax Law to Permit Cortland County to Impose a Tax on the Transfer of Real Property

WHEREAS, the Cortland County Legislature approved Resolution No. 45-21, "A Home Rule Request For Special Legislation Amending Article 31 of the New York State Tax Law to Permit Cortland County to Impose a Tax on the Transfer of Real Property, AND

WHEREAS, it is proposed that the rate of such tax shall be one dollar ($1.00) when the consideration exceeds five hundred dollars ($500.00), at the rate of one dollar for each five hundred dollars or fractional part thereof, AND

WHEREAS, in order to enact a Property Transfer Tax in Cortland County the New York State Legislature must adopt special Home Rule legislation to enable the County of Cortland to enact a local law for the imposition of such a tax, AND

WHEREAS, a new bill is being introduced on behalf of Cortland County, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature endorses and requests State approval of said legislation, and urges its elected representatives in the Senate and Assembly to support this legislation, AND BE IT FURTHER

RESOLVED, that the Clerk of this Legislature and the County Attorney prepare the documentation necessary for the New York State Legislature to enact said Legislation, AND BE IT FURTHER

RESOLVED, that the Chairman of the Legislature, upon review and approval by the County Attorney, be and hereby is authorized to execute the appropriate Home Rule Request for the enactment of said special law.

AGENDA ITEM NO. 38 – Authorize Agreement Image Mate Online - Real Property Tax Services

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	George Wagner, Majority Leader
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 290-22**

Authorize Agreement Image Mate Online - Real Property Tax Services

WHEREAS, Resolution No. 253-07 authorized an agreement between the Cortland County Real Property Tax Services department and Systems Development Group, Inc. (SDG, Inc.) for the "Image Mate Online" software allowing access to real property tax information over the Internet, AND

WHEREAS, said agreement has expired, and the Cortland County Real Property Tax Services department wishes to continue to use the software and the County needs software support, AND

WHEREAS, SDG, Inc., is the sole provider of said software, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, be and hereby is authorized to sign an agreement with SDG, Inc., for annual software support for the term beginning January 1, 2023 and ending December 31, 2023, to be paid out of Account #A13555-54015 (Maintenance Agreements) in the amount of $5,000.

AGENDA ITEM NO. 39 – Rescind Resolution No. 67-22/Allocation of American Rescue Plan Funding for Town of Truxton

Ms. Preston MADE A MOTION TO AMEND the resolution to amend the resolution with language presented to remove the creation of the Climate Resiliency Fund, Mr. Harbin SECONDED THE MOTION, and upon unanimous voice vote of members present, MOTION CARRIED.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	George Wagner, Majority Leader
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Ann Homer, Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 291-22**

Rescind Resolution No. 67-22/Allocation of American Rescue Plan Funding for Town of Truxton

WHEREAS, Resolution No. 67-22 authorized $200,000 of the Federal American Rescue Plan funds to the Cortland County Community Action Program (CAPCO) to fund two two-year positions of Construction Manager and Project Manager for the Cortland Community Early Learning Center (CCELC), AND

WHEREAS, Cortland County received notice that CAPCO and the YWCA are no longer able to pursue the awarded funds for the development of the CCELC, AND

WHEREAS, the Town of Truxton submitted a request for assistance from Cortland County in the amount of $50,000 after their resources became depleted after utilizing them to repair Morgan Hill Road following a detrimental landslide, which left half of the roadway impassable, AND

WHEREAS, it is the recommendation of the Finance and Administration Committee to authorize the allocation of $50,000 of the Federal American Rescue Plan funding that was previously allocated to CAPCO to the Town of Truxton to assist with the purchase of salt for the winter season, NOW THEREFORE BE IT

RESOLVED, that Resolution No. 67-22 be and hereby is rescinded, AND BE IT FURTHER

RESOLVED, that $50,000 of the Federal American Rescue Plan funding that was previously

allocated to CAPCO be allocated to the Town of Truxton to assist with the purchase of salt for the winter season, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, be and hereby is authorized to enter into an agreement with the Town of Truxton for said purposes.

Announcements

Adjournment

The meeting was closed at 7:43 PM

Public Comment Sign Up Sheet
PLEASE PRINT NEATLY

Public Hearing: December 22, 2022 - for proposed Local Law "M" of 2022 - a Local Law Prohibiting the Sale, Possession and/or Use of Dangerous Substances, Which Are Mislabeled or Unlabeled, Whose Intended Purpose is to be Ingested, Inhaled, or Injected, to Mimic the Effects of Controlled Substances and/or Marijuana and that Have No Other Legitimate Therapeutic Use or Purpose

NAME	STREET ADDRESS	CITY/TOWN	EMAIL ADDRESS
1. Danielle Wimbish	91 Greenbush St.	Cortland	danielle.c.wimbish@gmail.com
2. ~~Whitney Hartgett~~	160 Groton Ave. Apt 1	Cortland	hargetwa192@gmail.com
3.			
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Attachment: Public Hearing Sign In Sheet Local Law M 12-22-22 (11168 : Public Hearing Sign in Sheet 12-22-2022)

Public Comment Sign Up Sheet
PLEASE PRINT NEATLY

Public Hearing: December 22, 2022 - for proposed Local Law "M" of 2022 - a Local Law Prohibiting the Sale, Possession and/or Use of Dangerous Substances, Which Are Mislabeled or Unlabeled, Whose Intended Purpose is to be Ingested, Inhaled, or Injected, to Mimic the Effects of Controlled Substances and/or Marijuana and that Have No Other Legitimate Therapeutic Use or Purpose

NAME	STREET ADDRESS	CITY/TOWN	EMAIL ADDRESS
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Attachment: Public Hearing Sign In Sheet Local Law M 12-22-22 (11168 : Public Hearing Sign in Sheet 12-22-2022)

Cortland County Legislature

Legislative Session

~ Minutes ~

Legislative Chambers
Cortland, NY 13045
http://www.cortland-co.org

Thursday, November 17, 2022 **6:00 PM** **Board Room**

Public Hearings

1. Local Law "H" of 2022 - a Local Law Amending Local Law 3 of 1975, as Previously Amended, Creating the Department of Planning in the County of Cortland and Continuing the Cortland County Planning Board

RESULT:	**CLOSED [UNANIMOUS]**
MOVER:	Ann Homer, Legislator
SECONDER:	Linda Jones, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Richard Stock

2. Local Law "K" for the Year 2022 a Local Law to Increase Salary of Officers Elected or Appointed for a Fixed Term During the Term of Office.

RESULT:	**CLOSED [UNANIMOUS]**
MOVER:	Ann Homer, Legislator
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Richard Stock

3. Local Law "L" for the Year 2022 - a Local Law Setting the Salary of Cortland County Election Commissioners.

RESULT:	**CLOSED [UNANIMOUS]**
MOVER:	Ann Homer, Legislator
SECONDER:	Linda Jones, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Richard Stock

4. Local Law No. "M" of 2022 - a Local Law Prohibiting the Sale, Possession And/Or Use of Dangerous Substances, Which Are Mislabeled or Unlabeled, Whose Intended Purpose is to be Ingested, Inhaled, or Injected, to Mimic the Effects of Controlled Substances And/Or Marijuana and that Have No Other Legitimate Therapeutic Use or Purpose

RESULT:	**CLOSED [UNANIMOUS]**
MOVER:	Ann Homer, Legislator
SECONDER:	Linda Jones, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Richard Stock

Salute to the Flag

Call to Order

The meeting was called to order at 6:03 PM by Chair of the Legislature Kevin Fitch.

Minutes Acceptance: Minutes of Nov 17, 2022 6:00 PM (Approval of Minutes)

Roll Call

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Legislator	Present	
Beau Harbin	Cortland County, NY	Minority Leader	Present	
Cathy Bischoff	Cortland County, NY	Legislator	Present	
Ronald J. Van Dee	Cortland County, NY	Legislator	Present	
Susan Wilson	Cortland County, NY	Legislator	Present	
Richard Stock	Cortland County, NY	Legislator	Excused	
Ann Homer	Cortland County, NY	Legislator	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Present	
Linda Jones	Cortland County, NY	Legislator	Present	
Kelly L. Fairchild-Preston	Cortland County, NY	Legislator	Present	
Christopher Newell	Cortland County, NY	Legislator	Present	
Joseph Nauseef	Cortland County, NY	Legislator	Present	
Eugene Waldbauer	Cortland County, NY	Legislator	Present	
Sandra Price	Cortland County, NY	Legislator	Present	
George Wagner	Cortland County, NY	Majority Leader	Present	
Paul Heider	Cortland County, NY	Legislator	Present	
Mitchel Eccleston	Cortland County, NY	Legislator	Present	

Approval of Minutes

1. Cortland County Legislature - Legislative Session - Oct 27, 2022 6:00 PM

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joseph Nauseef, Legislator
SECONDER:	Kelly L. Fairchild-Preston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Richard Stock

2. Cortland County Legislature - Public Hearing Meeting - Oct 24, 2022 6:00 PM

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joseph Nauseef, Legislator
SECONDER:	Kelly L. Fairchild-Preston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Richard Stock

Privilege of the Floor

Proclamations & Recognitions

1. Proclamation - Veterans Day 2022

RESULT:	**COMPLETED**

Presentation of Petitions, Communications, and Notice

Receive and File

Reports of Standing, Special and Ad Hoc Committees

Articles Postponed to Day Certain

Unfinished Business

New Business

Resolutions

Resolutions from the Chair

Referred from Building & Grounds Committee

AGENDA ITEM NO. 1 – Authorize Agreement with Taitem Engineering, PC for Courthouse HVAC System Analysis and Design

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Paul Heider, Legislator
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Richard Stock

ON MOTION OF HEIDER **RESOLUTION NO. 240-22**

Minutes Acceptance: Minutes of Nov 17, 2022 6:00 PM (Approval of Minutes)

Authorize Agreement with Taitem Engineering, PC for Courthouse HVAC System Analysis and Design

WHEREAS, the Cortland County Courthouse heating, ventilation and air conditioning (HVAC) is reaching the end of its useful life and is in need of replacement, AND

WHEREAS, it is the wish of the Cortland County Legislature to replace the system with an environmentally friendly and more efficient option, AND

WHEREAS, Taitem Engineering, PC, 110 S. Albany Street, Ithaca, NY 14850, has the qualifications, experience and expertise in designing environmentally friendly HVAC systems, AND

WHEREAS, the New York State Energy Research and Development Authority (NYSERDA) offers rebates to assist in paying for up to 50% of the cost of the analysis and engineering for clean heat systems, AND

WHEREAS, it is the recommendation of the Buildings and Grounds Committee to enter into an agreement with Taitem Engineering, PC for the analysis and engineering of an environmentally friendly HVAC system for the Cortland County Courthouse, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby authorizes the County Administrator, upon approval of the County Attorney or designee, to enter into an agreement with Taitem Engineering, PC, 110 S. Albany Street, Ithaca, NY 14850, for an amount not to exceed $20,000 to be paid from A16205.54055.ARP for said purposes, AND BE IT FURTHER

RESOLVED, that the County Administrator be and hereby is authorized to apply for NYSERDA rebates for an environmentally friendly HVAC system for the Cortland County Courthouse.

Referred from Highway Committee

AGENDA ITEM NO. 2 – Resolution Determining that the Cortland County Landfill GCCS Will Not Have a Significant Adverse Impact on the Environment - Solid Waste/Highway Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Christopher Newell, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Richard Stock

ON MOTION OF NEWELL **RESOLUTION NO. 241-22**

Resolution Determining that the Cortland County Landfill GCCS Will Not Have a Significant Adverse Impact on the Environment - Solid Waste/Highway Department

WHEREAS, the County of Cortland (County) is proposing the Cortland County Landfill Gas Collection and Control System (GCCS), hereinafter referred to as "Project", located in the Towns of Cortlandville, Homer, and Solon, Cortland County, New York, AND

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended, the New York State Environmental Quality Review Act (SEQRA) and the implementing regulations of 6 NYCRR Part 617 (the "Regulations"), the County desires to comply with SEQRA and the Regulations, AND

WHEREAS, Cortland County has established itself as Lead Agency for the Project, AND

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WHEREAS, pursuant to the SEQRA Regulations, the County has considered the significance of the potential environmental impacts of the Project by (a) using the criteria specified in Section 617.7 of the SEQRA Regulations, and (b) examining the Short Environmental Assessment Form (SEAF) for the Project, including the facts and conclusions in Parts 1, 2 and 3 of the SEAF, together with other available supporting information, to identify the relevant areas of environmental concern, NOW THEREFORE BE IT

RESOLVED, that based upon an examination of the SEAF and other available supporting information, and considering both the magnitude and importance of each relevant area of environmental concern, and based further upon the County's knowledge of the area surrounding the Project, the County makes the determination that the Project will not have a significant adverse environmental impact (negative declaration) and that the Project will not require the preparation of a Draft Environmental Impact Statement, AND BE IT FURTHER

RESOLVED, that all the filing and publication requirements set forth in SEQRA shall be followed with respect to this negative declaration.

Referred from Health & Human Services Committee

AGENDA ITEM NO. 3 – Abolish Mental Health Program Aides and Continuing Day Treatment Specialist/Create Mental Health Rehabilitation Specialists - Mental Health Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Sandra Price, Legislator
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Richard Stock

ON MOTION OF PRICE **RESOLUTION NO. 242-22**

Abolish Mental Health Program Aides and Continuing Day Treatment Specialist/Create Mental Health Rehabilitation Specialists - Mental Health Department

WHEREAS, the needs of the Mental Health Department will be better served by abolishing three (3) full-time Mental Health Program Aide positions, one (1) part-time Mental Health Program Aide position and one (1) full-time Continuing Day Treatment Specialist position and creating four (4) full-time Mental Health Rehabilitation Specialist positions and one (1) part-time Mental Health Rehabilitation Specialist position, AND

WHEREAS, the Health and Human Services Committee recommends the abolition/creation of these positions, NOW THEREFORE BE IT

RESOLVED, that three (3) positions of Mental Health Program Aide (Grade 8 CSEA, $17.3185-21.8118/hr, competitive class, full time) and one (1) position of Mental Health Program Aide (Grade 8, CSEA, competitive class, part-time) and one (1) position of Continuing Day Treatment Specialist (Grade 15, CSEA, $21.6766-27.3006/hr, competitive class, full time) be and hereby are abolished effective September 22, 2022 at midnight, AND BE IT FURTHER

RESOLVED, that four (4) positions of Mental Health Rehabilitation Specialist (Grade 16, CSEA, $22.4261-28.2445, competitive class, full-time) and one (1) position of Mental Health Rehabilitation Specialist (Grade 16, CSEA $22.4261-28.2445/hr, competitive class, part-time, up to 17 hrs/wk, no benefits) be created with the current incumbents filling the positions effective November 18, 2022 at 12:01 a.m.

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Referred from Agriculture/Planning/Environment Committee

AGENDA ITEM NO. 4 – Local Law "I" of 2022 – a Local Law Establishing a Payment in Lieu of Taxes (PILOT) Agreement for Commercial Solar Energy Systems in Cortland County, New York

RESULT: PULLED

ON MOTION OF HARBIN **RESOLUTION NO.**

Local Law "I" of 2022 – a Local Law Establishing a Payment in Lieu of Taxes (PILOT) Agreement for Commercial Solar Energy Systems in Cortland County, New York

WHEREAS, the Cortland County Legislature adopted Local Law 1 of 2018 on August 23, 2018 which established a (PILOT) Agreement for Commercial Solar Energy Systems in Cortland County, AND

WHEREAS, the Cortland County Legislature adopted Local Law 5 of 2020 on August 27, 2020 which amended Local Law 1 of 2018, a Local Law Establishing a Payment in Lieu of Taxes (PILOT) Agreement for Commercial Solar Energy Systems in Cortland County, New York, AND

WHEREAS, the Cortland County Legislature's Agriculture, Planning and Environmental Committee has recommended revisions to said Local Law, AND

WHEREAS, a public hearing was held on October 27, 2022 before the Cortland County Legislature, AND

WHEREAS, this Local Law was brought before the Cortland County Legislature for adoption on November 17, 2022, AND

WHEREAS, said Local Law has been in its final form upon the desks of the Cortland County Legislature at least seven (7) calendar days exclusive of Sunday, prior to this date, NOW THEREFORE BE IT

RESOLVED, that Local Law 1 of 2018, as amended by Local Law 5 of 2020 - a Local Law to Amend Local Law 1 of 2018, a Local Law Establishing a Payment in Lieu of Taxes (PILOT) Agreement for Commercial Solar Energy Systems in Cortland County, New York is hereby repealed, AND BE IT FURTHER

RESOLVED, that Local Law “I” of 2022 - a Local Law Establishing a Payment in Lieu of Taxes (PILOT) Agreement for Commercial Solar Energy Systems in Cortland County, New York

BE AND HEREBY IS ENACTED AS FOLLOWS:

§1. Title

This Local Law may be cited as the “Solar Energy System PILOT Law of the County of Cortland, New York.”

§2. Legislative Intent and Purpose

This Local Law is adopted to ensure that the benefits of the community’s solar energy resource are available to the entire community, by promoting the installation of solar energy generating equipment through a payment-in-lieu-of-taxes (PILOT), granting reduced costs to system developers and energy

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consumers, and providing a revenue stream to the entire community.

§3. Authority

This Local Law is adopted under the authority granted by:

1. Article IX of the New York State Constitution, §2(c)(8),
2. New York Statute of Local Governments, §10(5),
3. New York Municipal Home Rule Law, §10(1)(I) and (ii); §10(1)(a)(8), and
4. New York Real Property Tax Law §487(9).

§4. Definitions

1. "AC" means alternating current.

2. "Annual Payment" means the payment due under a PILOT Agreement entered into pursuant to Real Property Tax Law §487(9), as the same may be amended, superseded or replaced.

3. "Annual Payment Date" means January 1st of each year for the duration of the PILOT Agreement.

4. "Capacity" means the manufacturer's nameplate capacity of the Solar Energy System as measured in kilowatts (kW) or megawatts (MW) AC.

5. "Owner" means the owner of the property on which a Solar Energy System is located or installed, or their lessee, licensee or other person authorized to install and operate a Solar Energy System on the property.

6. "Residential Solar Energy Systems" means a Solar Energy System with a nameplate generating capacity less than 50 kW AC in size, installed on the roof or the property of a residential dwelling (including multi-family dwellings), and designed to serve that dwelling.

7. "SBL number" means the Section-Block-Lot tax map number.

8. "Solar Energy Equipment" means collectors, controls, energy storage devices, heat pumps and pumps, heat exchangers, windmills, and other materials, hardware or equipment necessary to the process by which solar radiation is (I) collected, (ii) converted into another form of energy such as thermal, electrical, mechanical or chemical, (iii)stored, (iv)protected from unnecessary dissipation and (v) distributed. It does not include pipes, controls, insulation or other equipment which are part of the normal heating, cooling, or insulation system of a building. It does include insulated glazing or insulation to the extent that such materials exceed the energy efficiency standards required by New York law.

9. "Solar Energy System" means an arrangement or combination of Solar Energy Equipment designed to provide heating, cooling, hot water, or mechanical, chemical, or electrical energy by the collection of solar energy and its conversion, storage, protection and distribution.

§5. PILOT Required

1. The owner of a property on which a Solar Energy System is located or installed (including any improvement, reconstruction, or replacement thereof), shall enter into a PILOT Agreement with the County consistent with the terms of this Local Law except for:

   a.) Residential Solar Energy Systems; and

   b.) Solar Energy Systems that do not seek or qualify for an exemption from real property taxes pursuant to Real Property Tax Law §487(4) as the same may be amended, superseded or

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replaced.

2. The Lessee or licensee of any owner of a property required to enter into a PILOT Agreement by this section, which owns or controls the Solar Energy System, may enter into the PILOT Agreement on behalf of the owner of the property.

3. Pursuant to Real Property Tax Law § 487(9)(b), the County of Cortland hereby expresses its ongoing intent to require a contract for PILOT for such solar energy systems, and this chapter shall be considered notification to owners or developers of such systems and no further action is required on the part of the County of Cortland with respect to the notification requirements by the County of Cortland as set forth in Real Property Tax Law § 487(9)(a).

4. Nothing in this Local Law shall exempt any requirement for compliance with state and local codes for the installation of any solar energy equipment or a solar energy system, or authorize the installation of any solar energy equipment or a solar energy system. All solar energy systems must file a Real Property Tax Exemption application pursuant to Real Property Tax Law §487, as the same may be amended, superseded or replaced, to receive a tax exemption.

5. The Annual Payments under the PILOT Agreement shall not exceed the amounts that would otherwise be payable but for the exemption under Real Property Tax Law §487 as the same may be amended, superseded or replaced.

§6. Contents of PILOT Agreements

1. Each PILOT Agreement entered into shall include:

a.) The name and contract information of the Owner or other party authorized to act upon behalf of the Owner of the Solar Energy System;

b.) The SBL number for each parcel or portion of a parcel on which the Solar Energy System will be located;

c.) The Capacity of the Solar Energy System, and that if the Capacity is increased or increased as a result of a system upgrade, replacement, partial removal or retirement of Solar Energy Equipment, the annual payments shall be increased or decreased on a pro rata basis for the remaining years of the Agreement;

d.) That the parties agree that under the authority of Real Property Tax Law §487, as the same may be amended, superseded or replaced, the Solar Energy System shall be considered exempt from real property taxes for the life of the PILOT Agreement;

e.) That the PILOT Agreement may not be assigned without the prior written consent of the County, which consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner, except that the Owner may, with advance written notice to the County but without prior consent, assign its payment obligations under the PILOT Agreement to an affiliate of the Owner or to any party who has provided or is providing financing to the Owner for or related to the Solar Energy System, and has agreed in writing to accept all payment obligations of the Owner;

f.) That a Notice of this Agreement may be recorded by the Owner at its expense, and that the County shall cooperate in the execution of any Notices or Assignments with the Owner and its successors;

g.) That the County of Cortland delegates to the Cortland County Industrial Development Agency the authority to negotiate such agreements on behalf of the County of Cortland.

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h.) That if the Annual Payment is not paid when due, that upon failure to cure within thirty (30) days, the County may cancel the PILOT Agreement without notice to the Owner, and the Solar Energy System shall thereafter be subject to taxation at its full assessed value.

I.) In addition, if the Annual Payment is not paid when due, a late fee equal to twelve percent (12%) of the amount due shall be assessed on an annual basis until paid in full.

§7. Severability

Should any provision of this Local Law be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this Local Law as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.

§8. Effective Date

This Local Law shall be effective upon its filing with the Secretary of State in accordance with the Municipal Home Rule Law, and shall apply to all solar energy systems constructed.

AGENDA ITEM NO. 5 – Appointment of the Cortland County Transportation Title VI Officer - Planning Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Richard Stock

ON MOTION OF HARBIN **RESOLUTION NO. 243-22**

Appointment of the Cortland County Transportation Title VI Officer - Planning Department

WHEREAS, the Title VI Act of 1964 ensured that anti-discrimination is enforced throughout the work undertaken by all recipients of federal funding, AND

WHEREAS, the New York State Department of Transportation (NYSDOT) Title VI/Environmental Justice program serves, creates, implements and regulates procedures that comply with Title VI of the Civil Rights Act of 1964, the Environmental Justice Executive Order 12898, Executive Order 13166, Limited English proficiency, the Civil Rights Restoration Act of 1987 and the Title 49 CFR Part 21, AND

WHEREAS, the Federal Transit Administration (FTA) requires all applicants who receive federal funding ensure their programs, policies, and activities comply with Title VI of the Civil Rights Act of 1964, AND

WHEREAS, Title VI provisions include, but are not limited to, prohibiting discrimination on the grounds of race, color, sex, age, nationality, religion, disabling condition, or being included within minority populations and/or low income populations, as well as prohibits exclusion from participation, denial of benefits to, or others subject to discrimination under any program or activity administered by NYSDOT, AND

WHEREAS, Cortland County is an applicant on various types of transportation grants, AND

WHEREAS, due to the resignation of Trisha R. Jesset, PE, there is a need for Cortland County to appoint a new Title VI Officer, NOW THEREFORE BE IT

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RESOLVED, that Melissa Potter, Mobility Manager, be and hereby is appointed as the Transportation Title VI Officer as the recipient of federal funds for transportation grants administered by the Planning Department from FTA and NYSDOT.

AGENDA ITEM NO. 6 – Authorize Federal Section 5311 Consolidated Grant Application FY 2021-2023 - Planning Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Susan Wilson, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Richard Stock

ON MOTION OF HARBIN **RESOLUTION NO. 244-22**

Authorize Federal Section 5311 Consolidated Grant Application FY 2021-2023 - Planning Department

WHEREAS, the County of Cortland is submitting a request for consolidated grant funds to the New York State Department of Transportation, pursuant to Federal Section 5311, Title 49 United States Code, for project(s) to provide public mass transportation service for fixed route and demand responsive service throughout the County, with limited service to contiguous counties by First Transit, Inc., Cortland County's public transportation provider and the purchase of capital equipment that would consist of transportation facility, new buses, other equipment, that would be used by Cortland County's public transportation provider and the continuation of Mobility Management for fiscal years 2021, 2022 and 2023 and has a committed local share, AND

WHEREAS, the County of Cortland and the State of New York have entered into a continuing agreement for a six-year period of 1/1/2013- 12/31/2018 that authorizes the undertaking of the Project and payment of the Federal Share, identified as State Contract No. C005583, AND

WHEREAS, the State of New York has continued this six year agreement beyond the 12/31/18 deadline, as they prepare a new six year agreement which would have a retroactive start date of 1/1/2019, AND

WHEREAS, there is no cost to the County of Cortland, as the local share required for capital purchases is provided by Cortland County's public transportation provider as stipulated in their agreement with Cortland County, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney, is authorized to act on behalf of the County of Cortland to sign the application and progress and complete the above named project, AND BE IT FURTHER

RESOLVED, the County Administrator, upon review and approval by the County Attorney or designee, is authorized to act on behalf of the County of Cortland to sign the following, contingent upon the local share being received by Cortland County's public transportation provider:

1) Any and all agreements between the County of Cortland and any third party subcontractors necessary to complete the above named project; and

2) Any and all Municipality/Vendor contracts for the purchase and/or installation of vehicles and/or equipment pursuant to the application and agreement which are necessary to complete the above named project.

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Referred from Judiciary & Public Safety Committee

AGENDA ITEM NO. 7 – Appoint Members Assigned Counsel Plan Committee - Office of Assigned Counsel

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Richard Stock

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 245-22**

Appoint Members Assigned Counsel Plan Committee - Office of Assigned Counsel

WHEREAS, the Cortland County Legislature adopted Resolution No. 61-15 which created the Assigned Counsel Plan and the Assigned Counsel Plan Administrator, AND

WHEREAS, the Assigned Counsel Plan calls for the appointment of an Assigned Counsel Plan Committee to oversee the operation of the Assigned Counsel Plan and its Administrator, AND

WHEREAS, the Assigned Counsel Plan specifies that the Assigned Counsel Plan Committee shall consist of four members of the Bar Association elected by membership as a whole, and four members of the County Legislature to be selected as the County may determine, NOW THEREFORE BE IT

RESOLVED, that the following individuals are hereby appointed to serve on said Assigned Counsel Plan Committee for a term commencing immediately upon adoption of this resolution and expiring on December 31, 2023.

LEGISLATORS	ATTORNEYS
Douglas Bentley, LD 1	Lenore Lefevre
Ronald VanDee, LD 4	Zela Brotherton
Kelly Preston, LD 10	Karen Leahy
Joseph Nauseef, LD 12	Janice Stafford

Referred from Government Operations Committee

AGENDA ITEM NO. 8 – Local Law 9 of 2022 - a Local Law Amending Local Law 3 of 1975, as Previously Amended, Creating the Department of Planning in the County of Cortland and Continuing the Cortland County Planning Board

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Richard Stock

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 246-22**

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Local Law 9 of 2022 - a Local Law Amending Local Law 3 of 1975, as Previously Amended, Creating the Department of Planning in the County of Cortland and Continuing the Cortland County Planning Board

WHEREAS, the Cortland County Legislature adopted Local Law 3 of 1975 on March 26, 1975, with subsequent amendments by Local Law 3 of 1976, Local 6 of 1995, Local Law 3 of 2000 and Local Law 6 of 2019, AND

WHEREAS, Local Law 3 of 1975 created a Department of Planning in the County of Cortland, AND

WHEREAS, the position of Director of Planning requires a combination of specialized education and experience, AND

WHEREAS, it is becoming increasingly difficult to find qualified candidates who also reside in Cortland County, AND

WHEREAS, it is the desire of the Legislature to have the ability to consider all qualified applicants regardless of residency, AND

WHEREAS, the Agriculture, Planning and Environmental Committee of the Cortland County Legislature has recommended revisions to said Local Law, AND

WHEREAS, a public hearing was held on November 17, 2022 before the Cortland County Legislature, AND

WHEREAS, said Local Law has been in its final form upon the desks of the Cortland County Legislature at least seven (7) calendar days exclusive of Sunday, prior to this date, NOW THEREFORE BE IT

ENACTED by the Legislature of the County of Cortland as follows:

LOCAL LAW 9 of 2022 - A LOCAL LAW AMENDING LOCAL LAW 3 of 1975, AS PREVIOUSLY AMENDED, CREATING A DEPARTMENT OF PLANNING IN THE COUNTY OF CORTLAND AND CONTINUING THE CORTLAND COUNTY PLANNING BOARD

Section Contents

1. Legislative Intent
2. Definitions
3. Department of Planning Created
4. Appointment and Qualifications of Director
5. Powers and Duties of the Director of Planning
6. Planning Board
7. Powers and Duties of the Planning Board
8. Conflict with Other Laws
9. Severability
10. Effective Date

Section 1. Legislative Intent

The County Legislature of the County of Cortland, in order to preserve the physical beauty and natural resources which have made our County an attractive place to live and work, and in order to plan for the growth of population, business, and industry in a comprehensive and rational manner which best serves the present and future residents of our County, and in order to provide for the orderly and efficient expansion of necessary public services, does hereby find it necessary to establish a Department of Planning in County Government.

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Section 2. Definitions

A. "Board" shall mean the Cortland County Planning Board.

B. "Committee" shall mean the Agriculture/Planning/Environmental Committee (or successor committee) of the Cortland County Legislature.

C. “Department” shall mean the Cortland County Department of Planning.

D. "Director" shall mean the Director of Planning of the County of Cortland.

E. "Legislature" shall mean the Cortland County Legislature.

Section 3. Department of Planning Created

A. The Department of Planning of the County of Cortland hereby is created, established and continued.

B. The Department shall provide technical assistance to Committees of the Legislature as the Legislature may direct, and to other Boards and Committees as requested.

C. The Department shall act as liaison to agencies, boards, and commissions.

Section 4. Appointment and Qualification of Director of Planning

A. The head of the Department shall be the Director of Planning, who shall be appointed by the Legislature, on recommendation of its Agriculture/Planning/Environmental Committee (or successor committee), to serve at the pleasure of the Cortland County Legislature.

B. The Director shall be in the non-competitive civil service status.

C. Qualifications for the Director shall be in accordance with the job description on file at the Cortland County Personnel/Civil Service Office.

D. The person holding the position of Director of Planning shall be a resident of and domiciled in the County of Cortland or a county contiguous thereto. Upon initial appointment, the Committee may negotiate a date by which the Planning Director must move to Cortland County or a county contiguous thereto.

Section 5. Powers and Duties of the Director of Planning. The Director of Planning shall:

A. Be generally responsible for operation of the Planning Department.

B. Prepare an annual work program for the Department.

C. Prepare the annual operational budget of the Department for submission to the Budget Officer.

D. Recruit and maintain a staff competent to carry out the functions of the Department within the means authorized by the Legislature.

E. Be responsible for the internal organization of the Department, including initiation of appointment, promotion, transfer, or dismissal of personne1. In carrying out this responsibility, the Director shall consult with the Cortland County Personnel/Civil Service Office and act within the guidelines of the Civil Service Law and the means authorized by the Legislature.

F. Prepare planning and technical studies in furtherance of County Planning, including but not limited to the furtherance of the County's participation in the Comprehensive Planning Assistance Program.

G. Make recommendations to the Planning Board concerning those planning matters referred from municipalities pursuant to the General Municipal Law.

H. Maintain adequate records of all matters filed with the Planning Board and other agencies so assigned to the Department.

I. Upon request, assist municipal subdivisions within the County in matters pertaining to planning and zoning and act as a resource for them in acquiring information on and funds for programs from sources other than County government.

J. Serve as spokesman for the Department in relations with government or quasi-government units and the public, when specific planning issues are being addressed.

K. Maintain liaison with regional planning boards and county planning departments in adjacent counties.

L. Collect, analyze, and distribute information relative to regional, county and community planning and zoning, including but not limited to legislation which may provide financial

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assistance to the Department in carrying out its work.

M. Conduct research into business and industrial conditions within the County and cooperate with groups organized for such purposes.

N. Have all the authority and perform all the duties now or hereafter conferred or imposed upon him by State Statute, Local Law, or resolution of the Legislature.

Section 6. Planning Board

A. The Cortland County Planning Board, created by Resolution No. 83 of 1968 of the Cortland County Board of Supervisors be and hereby is continued.

B. The Board shall consist of eleven (11) voting members to be appointed by the Legislature on the recommendation of its Chairperson. The Chairperson of the Legislature shall be an ex-officio, non-voting member of the Board.

C. Terms of office, removal from office, filling vacancies in office, and Board composition shall be in accordance with the Bylaws of the Planning Board, which must be approved by the Legislature.

Section 7. Powers and Duties of the Planning Board. The Planning Board shall:

A. Adopt and amend Bylaws, which are subject to the approval of the Legislature.

B. Perform those obligations mandated to the Board by Statute, including but not limited to preparation and adoption of a Master Plan, and those assigned to the Board by the Legislature.

C. In accordance with its Bylaws, create standing and special committees to assist it with various planning studies.

D. Advise the Legislature on any matter concerning regional, county, or municipal planning which may come to its attention by its own initiative or on referral from the Director.

E. Shall annually report to the Legislature, as directed by Statute. Said report shall include:

I) a summary of the activities of the Board during the past year, including its reviews undertaken pursuant to General Municipal Law;

II) a summary of studies issued during the preceding year or an incorporation of said reports by reference.

F. In consultation with the Director, encourage Planning Boards of the municipal subdivisions within the County on an advisory basis.

G. At the request of the Director, assist in any matters affecting funding of any major physical, economic, or administrative improvement.

H. Provide a forum for citizen communication as it relates to planning.

I. Engage in public education on planning matters within the means authorized by the Legislature.

Section 8. Conflict with Other Laws

A. Nothing contained in this law shall be construed as authorizing the Department, the Board or the Committee to supersede, abrogate or otherwise affect the statutory authority provided for in the laws of the State of New York.

B. Nothing contained in this law shall be construed to impair the provisions of any duly executed contract to which the County of Cortland is a party.

Section 9. Severability

If any part or provision of this local law or the application thereof to any person or circumstance is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstances.

Section 10.Effective Date

This local law shall take effect immediately upon filing with the Secretary of State in accordance with the provisions of the Municipal Home Rule Law.

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AGENDA ITEM NO. 9 – Set Self Insurance Rates – Cortland County Health Insurance Program

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Richard Stock

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 247-22**

Set Self Insurance Rates – Cortland County Health Insurance Program

WHEREAS, the County sets premium equivalent rates to be charged to employees, retirees and/or County agencies participating in the County's Health, Dental and Vision Insurance programs, AND

WHEREAS, said premiums are based upon claims experience within each program, AND

WHEREAS, One Group has recommended premium equivalents based upon projected claims during the period January 1, 2022 through December 31, 2022, NOW THEREFORE BE IT

RESOLVED, that effective January 1, 2023, the premium equivalents to be charged to the employees, retirees and/or County departments participating in the Cortland County Health Insurance Program shall be in accordance with the schedule below:

MONTHLY INSURANCE PREMIUM EQUIVALENT RATES

HEALTH INSURANCE RATES - TRADITIONAL PLAN

	2022	2023	3.5% increase
Individual	$ 782.64	$ 810.04	
Family	$1903.67	$ 1970.30	

HEALTH INSURANCE RATES - PPO PLAN

(for all employees hired in the General, Corrections, Civilian, and DOERC unions 1/1/2020 and after, employees hired in the CPAC union 1/1/2022 and after, and employees hired in the NYSNA union and Management Compensation Plan 1/1/2023 and after)

	2022	2023	3.5% increase
Individual	$704.38	$729.03	
Family	$1713.30	$1773.27	

DENTAL INSURANCE RATES

	2022	2023	NO CHANGE
Individual	$15.04	$15.04	
Family	$60.17	$60.17	

VISION INSURANCE RATES

	2022	2023	NO CHANGE
Individual	$3.25	$3.25	
Family	$13.00	$13.00	

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AGENDA ITEM NO. 10 – Adopt Local Law "K" for the Year 2022 a Local Law to Increase Salary of Officers Elected or Appointed for a Fixed Term During the Term of Office

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Cathy Bischoff, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Richard Stock

ON MOTION OF FAIRCHILD-PRESTON, STOCK **RESOLUTION NO. 248-22**

Adopt Local Law "K" for the Year 2022 a Local Law to Increase Salary of Officers Elected or Appointed for a Fixed Term During the Term of Office

WHEREAS, said Local Law has been in its final form upon the desks of the members of the Legislature at least seven (7) calendar days, exclusive of Sunday, prior to this date, AND

WHEREAS, a public hearing thereon has been held before this Legislature after publication of notice thereof as legally required, NOW THEREFORE BE IT

RESOLVED, that Local Law "K" for the year 2022 is hereby adopted and shall take effect upon the filing thereof in the Office of the Secretary of State as provided by Municipal Home Rule Law, AND BE IT FURTHER

RESOLVED, that, as this local law is subject to permissive referendum, the Clerk of the Legislature shall cause an abstract of this local law to be published in the County's official newspaper at least once a week for two successive weeks, the first publication of which shall be had within ten days after the local law is adopted, NOW THEREFORE

BE IT ENACTED by the Legislature of the County of Cortland, as follows:

SECTION 1.
LEGISLATIVE INTENT

The County Legislature hereby states the intent of this local law is to preserve the integrity of the Management Compensation Plan, the goal of which is to treat all employees equally by maintaining grade level salary increments attached to years of service to the County. It is therefore necessary for the County Legislature to extend by local law the same increase in salary for those County officers elected or appointed for a fixed term, in compliance with New York State County Law §201, as has been previously adopted pursuant to the amended Grade and Step Schedule for Management Confidential Employees through Cortland County Local Laws.

SECTION II.

The Cortland County Employment Policy Manual for Department Heads, Management and Management/Confidential Employees includes a Grade and Step Schedule, with salary increments tied to grade levels and years of service. Certain officers are excluded pursuant to New York State County §201, as the salary of any officer elected or appointed for a fixed term may only be increased by local law subject to permissive referendum as provided for in Municipal Home Rule Law §24(2)(h).

SECTION III.

The same rate of annual salary increase for fiscal year 2023 extended to Cortland County Management and Management/Confidential Employees through the modification of the Grade and Step Schedule, shall be provided to those officers elected or appointed for a fixed term, during their term of office. The annual

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salary of said officers elected or appointed for a fixed term, during their term of office, is to be adjusted and paid over the balance of the 2023 calendar year, upon the effective date of this local law.

This Local Law shall function to increase the salary of the following officers elected or appointed for a fixed term, during their term of office:

Elected office include:
County Clerk
County Coroner (s)
County Sheriff
County Treasurer

Officers appointed for a fixed term include:
Clerk of the Legislature
County Attorney
Public Defender
Veteran's Services Officer
Commissioner of Social Services
Highway Superintendent
Personnel Officer
Public Health Director
Real Property Tax Services Director

SECTION IV:

This local law is subject to permissive referendum and shall not take effect until at least forty-five (45) days after its adoption as provided for by Municipal Home Rule Law §24.

AGENDA ITEM NO. 11 – Adopt Local Law "L" for the Year 2022 a Local Law Setting the Salary of Cortland County Election Commissioners

RESULT:	**ADOPTED [15 TO 1]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Cathy Bischoff, Legislator
AYES:	Bentley, Harbin, Bischoff, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
NAYS:	Ronald J. Van Dee
EXCUSED:	Richard Stock

ON MOTION OF FAIRCHILD-PRESTON, STOCK **RESOLUTION NO. 249-22**

Adopt Local Law "L" for the Year 2022 a Local Law Setting the Salary of Cortland County Election Commissioners

WHEREAS, said Local Law has been in its final form upon the desks of the members of the Legislature at least seven (7) calendar days, exclusive of Sunday, prior to this date, AND

WHEREAS, a public hearing thereon has been held before this Legislature after publication of notice thereof as legally required, NOW THEREFORE BE IT

RESOLVED, that Local Law "L" for the year 2022 is hereby adopted and shall take effect upon the filing thereof in the Office of the Secretary of State as provided by Municipal Home Rule Law, and be it further

RESOLVED, that, as this local law is subject to permissive referendum, the Clerk of the

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Legislature shall cause an abstract of this local law to be published in the County's official newspaper at least once a week for two successive weeks, the first publication of which shall be had within ten days after the local law is adopted;

NOW, THEREFORE

BE IT ENACTED by the County Legislature of the County of Cortland as follows:

Section I:

Pursuant to Election Law §3-208, each Cortland County Election Commissioner shall receive an equal annual salary, to be fixed by the County Legislature.

Section II:

The annual salary for each Cortland County Election Commissioner shall be increased from $33,792.05 to $34,552.37 for fiscal year 2023 and paid over the balance of 2023 calendar year, upon the effective date of this local law.

Section III:

This local law is subject to permissive referendum and shall not take effect until at least forty-five (45) days after its adoption as provided for by Municipal Home Rule Law §24.

AGENDA ITEM NO. 12 – Mortgage Tax Disbursement April 1, 2022-September 30, 2022 - County Clerk

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Cathy Bischoff, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Richard Stock

ON MOTION OF FAIRCHILD-PRESTON, STOCK **RESOLUTION NO. 250-22**

Mortgage Tax Disbursement April 1, 2022-September 30, 2022 - County Clerk

WHEREAS, in accordance with NYS Tax Law, Article 11, § 261, the Semi Annual Mortgage Tax Report for April 1, 2022-September 30, 2022, has been prepared and submitted by the Cortland County Clerk and has been approved by the New York State Department of Taxation and Finance, AND

WHEREAS, the Basic Mortgage Tax has been submitted with interest to the Cortland County Treasurer, AND

WHEREAS, the mortgage tax has been calculated to apportion the basic mortgage tax between the towns and villages, NOW THEREFORE BE IT

RESOLVED that the Cortland County Legislature authorize the County Treasurer to make payments to each of the tax districts within the County of Cortland as shown below, either by check or by electronic bank deposit based on the request of the receiving municipality.

Cortland, City of	$140,709.79
Cincinnatus, Town of	$6,747.76

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Cortlandville, Town of	$185,244.56
McGraw, Village of	$5,214.65
Homer, Village of	$525.39
Cuyler, Town of	$3,908.20
Freetown, Town of	$8,088.30
Harford, Town of	$14,885.49
Homer, Town of	$30,512.66
Homer Village of	$23,054.10
Lapeer, Town of	$1,453.95
Marathon, Town of	$10,226.28
Marathon, Village of	$5,558.23
Preble, Town of	$17,146.38
Scott, Town of	$10,731.57
Solon, Town of	$5,985.40
Taylor, Town of	$1,342.48
Truxton, Town of	$3,755.54
Virgil, Town of	$32,012.70
Willet, Town of	$5,873.45
TOTAL	$512,976.88

AGENDA ITEM NO. 13 – Abolish Legal Associate/Create Paralegal Position - County Attorney's Office

RESULT:	**ADOPTED [15 TO 1]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Cathy Bischoff, Legislator
AYES:	Bentley, Harbin, Bischoff, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
NAYS:	Ronald J. Van Dee
EXCUSED:	Richard Stock

ON MOTION OF FAIRCHILD-PRESTON, STOCK **RESOLUTION NO. 251-22**

Abolish Legal Associate/Create Paralegal Position - County Attorney's Office

WHEREAS, the needs of the office will be better served by abolishing one Legal Associate position and creating one Paralegal position in the County Attorney's Office, AND

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WHEREAS, the Government Operations Committee recommends the abolition and creation of these positions, NOW THEREFORE BE IT

RESOLVED, that one (1) position of Legal Associate (Grade 6H, Management Compensation Plan, $22.9701-30.5732/hr, full-time, competitive class) be and hereby is abolished effective November 17, 2022 at midnight, AND BE IT FURTHER

RESOLVED, that one (1) position of Paralegal (Grade 6H, Management Compensation Plan, $22.9701-30.5732, full-time, competitive class) be created with permission to fill effective November 18, 2022 at 12:01 am.

Referred from Finance & Administration Committee

AGENDA ITEM NO. 14 – Authorize the 2023 Cortland County Tourism Marketing Grants

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	George Wagner, Majority Leader
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Richard Stock

ON MOTION OF WAGNER **RESOLUTION NO. 252-22**

Authorize the 2023 Cortland County Tourism Marketing Grants

WHEREAS, the Cortland County Legislature adopted Resolution No. 194-22 which authorized an agreement with the Cortland County Convention & Visitors Bureau for provision of public benefits services for promotion and publicity, AND

WHEREAS, the Convention & Visitors Bureau, per Resolution No. 194-22, shall be responsible for the distribution of occupancy funds as outlined in the Cortland County Tourism Marketing Grants Guidelines, AND

WHEREAS, the Cortland County Legislature adopted Resolution No. 193-22 designating the Cortland County Convention & Visitors Bureau as the Official Tourism Promotion Agency for Cortland County in accordance with New York State Tourism Promotion Act 5A, AND

WHEREAS, the Cortland County Convention and Visitor Bureau's Tourism Marketing Grant Review Group met in October 2022 to review applications for use of occupancy tax funding for tourism marketing which encourages overnight stays at Cortland County lodging properties, and has recommended that certain amounts of funding be made available to the agencies that sought funding, AND

WHEREAS, that recommendation has been presented to the Legislature's Finance and Administration Committee for review and consideration as follows:

1890 House Museum	$7,000
Brockway Truck Preservation Society	$10,000
Center for the Arts of Homer	$33,000
Central NY Maple Festival	$5,500
Cortland Crush NYCBL Baseball	$5,000
Cortland County Historical Society	$10,000
Cortland Main Street Music Series	$2,000
Cortland Regional Sports Council	$119,000

Minutes Acceptance: Minutes of Nov 17, 2022 6:00 PM (Approval of Minutes)

Cortland Repertory Theatre	$32,000
Cortland Arts Connect (Cultural Council)	$8,000
Holiday in Homer	$2,500
Homer Cortland Community Agency	$18,000
Homeville Museum	$2,000
JM McDonald Sports Complex	$15,000
Lime Hollow Nature Center	$11,000
Statewide Country Music Park	$5,000

, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Administrator or designee is hereby authorized to allocate funds in the 2023 adopted budget and make payment to the Cortland County Convention & Visitor's Bureau, which will distribute the funds to the listed agencies shown above upon these agencies securing a signed contract with the Convention & Visitor's Bureau and providing eligible invoices and supporting documentation.

AGENDA ITEM NO. 15 – Amend Tentative 2023 County Budget

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	George Wagner, Majority Leader
SECONDER:	Linda Jones, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
EXCUSED:	Richard Stock

ON MOTION OF WAGNER **RESOLUTION NO. 253-22**

Amend Tentative 2023 County Budget

WHEREAS, the County Administrator (Budget Officer) presented the 2023 Tentative County Budget to the Cortland County Legislature on October 6, 2022, AND

WHEREAS, a Public Hearing was held on October 24, 2022 at 6 p.m. in the Legislative Chambers, AND

WHEREAS, the Cortland County Legislature approved an amendment to the 2023 Tentative County Budget in the amount of $100,000 with the adoption of Resolution No. 232-22, AND

WHEREAS, the County Administrator recommends the position of Grants Administrator be added to the 2023 Tentative County Budget under the office of the County Administrator for the full calendar year, AND

WHEREAS, the Agricultural, Planning and Environmental Committee recommends amending the 2023 Budget to include $6,500 for the Cortland Agricultural Corporation in the 2023 Tentative County Budget, AND

WHEREAS, the Agricultural, Planning and Environmental Committee recommends amending the 2023 Tentative County Budget to fund the Cortland County Soil and Water Conservation District as requested by the Cortland County Soil and Water Conservation District, AND

WHEREAS, the Finance and Administration Committee recommends the appropriation of $183,920 for Tompkins Cortland Community College ($88,920 for Operating Bridge and $95,000 for Capital Improvements/Deferred Maintenance), AND

Minutes Acceptance: Minutes of Nov 17, 2022 6:00 PM (Approval of Minutes)

WHEREAS, the Legislature's Finance and Administration Committee has reviewed said budget and has recommended amendments, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby amends the 2023 Tentative County Budget as on attached schedule.

AGENDA ITEM NO. 16 – Adopt the 2023 County Budget

RESULT:	**ADOPTED [15 TO 1]**
MOVER:	George Wagner, Majority Leader
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Wilson, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
NAYS:	Ronald J. Van Dee
EXCUSED:	Richard Stock

ON MOTION OF WAGNER **RESOLUTION NO. 254-22**

Adopt the 2023 County Budget

WHEREAS, the Cortland County Administrator presented the 2023 Tentative Budget to the Cortland County Legislature on October 6, 2022, AND

WHEREAS, the Legislature's Finance & Administration Committee has reviewed said budget and recommends adoption as amended, AND

WHEREAS, a Public Hearing was held before this Legislature on October 24, 2022 at 6 P.M. in the Legislative Chambers, NOW THEREFORE BE IT

RESOLVED that the 2023 tentative Cortland County budget be and hereby is adopted with a Real Property Tax Levy of $38,500,000.00 and that the amounts set forth in the "Adopted" column of said budget be and hereby are appropriated for the objects and purposes specified.

Executive Session

It was MOVED by Mr. Nauseef, seconded by Ms. Jones, and unanimously approved by voice vote of members present, to enter into an executive session for discussions regarding proposed, pending or current litigation. MOTION CARRIED.

An executive session was held from 7:28 p.m. to 8:13 p.m., at which time on motion of Ms. Jones, seconded by Ms. Homer, it was unanimously approved by voice vote to exit executive session.

Announcements

Adjournment

The meeting was closed at 8:14 PM.

Minutes Acceptance: Minutes of Nov 17, 2022 6:00 PM (Approval of Minutes)

CORTLAND COUNTY LEGISLATURE

(Please complete this form and submit to Clerk of the Legislature if you wish to speak at this meeting.)

Please Note: Five Minute Time Limit

Rules for Speaking under Privilege of the Floor

7. I agree to a five minute time limit;
8. I agree not to raise my voice;
9. I agree not to use lewd, obscene, profane, slanderous or libelous language or speak or act in a manner that would tend to incite a breach of the peace;
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12. I agree that if I cause a disruption and am asked to leave, I will leave the Chambers.

Name (**please print**): Doug Moss

Municipality of Residence: 4923 Heath Camp Rd

Representing (organization, etc.): _____ Topic: Art 17

Signature

Written materials may be submitted to the Clerk of the Legislature.
Personnel matters should be directed to the relevant Department and/or Supervisor or in the case of a Department Head to the County Administrator except for the County Administrator, County Attorney, Finance Director, and Clerk of the Legislature, which should be directed to the Chair of the Legisl

Attachment: Privilege of the Floor Sign In 12-22-2022 (11169

CORTLAND COUNTY LEGISLATURE

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Name (**please print**): GUS WEBB

Municipality of Residence: TRUXTON

Representing (organization, etc.): _____ Topic: 2ND AMENDMENT RESOLUTION

Signature

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Name (**please print**): Brittany Van Loon

Municipality of Residence: Cortland

Representing (organization, etc.): Myself/the constitution Topic: agenda item #17

Brittany M Van Loon

Signature

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Name (**please print**): Jennifer Kozlowski

Municipality of Residence: 19 Abdallah Ave Cortland

Representing (organization, etc.): Constitution of the US + my rights of citizen Topic: Agenda item #17

Signature

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Name (**please print**): Eric Leet

Municipality of Residence: 3832 Pretty Ridge RD marathon, NY 13803

Representing (organization, etc.): _____ Topic: Item 17

Signature

Did not speak, but early

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Name (**please print**): GREG FELT

Municipality of Residence: CORTLANDVILLE

Representing (organization, etc.): _____ Topic: 2ND AMENDMENT #17

Signature

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Name (**please print**): Stephen A Furlin

Municipality of Residence: Solon NY

Representing (organization, etc.): N/A Topic: Agenda Item #17

Signature

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Name (**please print**): Jon Kozlowski

Municipality of Residence: Cortlandville 19 Abdallah Ave Cortland NY 13045

Representing (organization, etc.): Constitution My Rights Topic: Article 17

Signature

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Name (**please print**): Richard J. "RJ" CALALE JR

Municipality of Residence: HOMER NY 131 N. MAIN ST.

Representing (organization, etc.): Constitution, My Rights 2ND AMEND. Topic: Agenda Item 17

Signature

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Attachment: Privilege of the Floor Sign In 12-22-2022 (11169

I Adam Aldrich residing at 6407 Morgan Hill Rd Truxton, NY support the resolution that ~~supp~~ helps defend the second amendment and does not restrict my rights as gun owner of New York State. I strongly oppose the 6 recent restrictions imposed by Gorernor Hochul.

Thanks

Adam Aldrich

12/22/22

Adam Aldrich

Attachment: Privilege of the Floor Comments 12-22-2022 A Aldrich (11170 : Privilege of the Floor Comments a Aldrich)

Cortland County Proclamation

Recognizing Retiring Cortland County Employee Eric Lopez for Time and Service

WHEREAS, County employee Eric Lopez is ending his distinguished career with Cortland County and moving into retirement, **AND**

WHEREAS, the Cortland County Legislature wishes to express its appreciation to the retiring employee for his years of dedicated service to the residents of Cortland County, **NOW THEREFORE BE IT**

RESOLVED, that the Legislature hereby recognizes Eric Lopez with 17 years of service to Cortland County in the Planning Department, **AND BE IT FURTHER**

RESOLVED, that the Legislature thanks Mr. Lopez for extending his retirement date and hopes that he will now be able to enjoy more windmills, covered bridges and water towers in his retirement, **AND BE IT FURTHER**

RESOLVED, that the Legislature acknowledges his experience and expertise will be missed, **AND BE IT FURTHER**

RESOLVED, that I, Kevin Fitch, Chairman of the Legislature, on behalf of the entire County Legislature, want to express our sincere appreciation to this employee for his loyalty to the County of Cortland and wish him much happiness as he begins this exciting new chapter in his life.

Signed on the 22nd day of December, 2022.

_____

Kevin Fitch, Chair
Cortland County Legislature

Attachment: Retiree Proclamation - E Lopez (11167 : Proclamations - Employee Retirements)

Cortland County Proclamation

Recognizing Retiring Cortland County Employee Tiffanie Wemple-Park for Time and Service

WHEREAS, County employee Tiffanie Wemple-Parker is ending her distinguished career with Cortland County and moving into retirement, **AND**

WHEREAS, the Cortland County Legislature wishes to express its appreciation to the retiring employee for her years of dedicated service in providing child and adult protective services to the residents of Cortland County, **NOW THEREFORE BE IT**

RESOLVED, that the Legislature hereby recognizes Tiffanie Wemple-Parker with 30 years of service to Cortland County's Department of Social Services, **AND BE IT FURTHER**

RESOLVED, that the Legislature acknowledges her experience and expertise will be missed, **AND BE IT FURTHER**

RESOLVED, that I, Kevin Fitch, Chairman of the Legislature, on behalf of the entire County Legislature, want to express our sincere appreciation to this employee for her loyalty to the County of Cortland and wish her much happiness as she begins this exciting new chapter in her life.

Signed on the 22nd day of December, 2022.

_____

Kevin Fitch, Chair
Cortland County Legislature

Attachment: Retiree Proclamation - Tiffanie Wemple-Parker (11167 : Proclamations - Employee Retirements)

ON MOTION OF ~~CHAIRMAN~~ ~~~~** **RESOLUTION NO.: ~~XX~~ ~~22~~**

Local Law ~~number~~No. ____ of 20~~21~~22: A LOCAL LAW ~~TO PROSCRIBE AS UNLAWFUL~~ PROHIBITING THE SALE~~,~~ ~~AND~~ POSSESSION, AND/OR USE OF ~~SYNTHETIC DRUGS~~ DANGEROUS SUBSTANCES, ~~INCLUDING THOSE COMMONLY KNOWN AS "BATH SALTS," WITHIN THE COUNTY OF CORTLAND, NEW YORK.~~ WHICH ARE MISLABELED OR UNLABELED, WHOSE INTENDED PURPOSE IS TO BE INGESTED, INHALED, OR INJECTED, TO MIMIC THE EFFECTS OF CONTROLLED SUBSTANCES AND/OR ~~MARIHUANA~~MARIJUANA AND THAT HAVE NO OTHER LEGITIMATE THERAPEUTIC USE OR PURPOSE.

SECTION I: LEGISLATIVE INTENT

A. Findings

The County Legislature of the County of Cortland, New York, finds that the ~~use of Synthetic Drugs, including those commonly referred to as "Bath Salts" poses a distinct risk to the life, health, and safety of users and the public at large. These chemicals are being marketed as plant food, glass cleaner, insect repellant, and stain remover and are readily available at storefront retailers, online retailers, and indirectly through other individuals. These products are composed of chemical compounds capable of producing a hallucinogenic effect when ingested or consumed by human beings.~~

~~Human consumption of Synthetic Drugs, including "Bath Salts" and such other similar products containing these chemicals, can cause hallucinations, psychosis, increased heart rate, chest pain, agitation, anxiety, extreme paranoia, delusions, suicidal thoughts, violent behavior, nausea, and vomiting. Use of these chemicals has also been linked to multiple suicides in the United States.~~

~~The County Legislature of the County of Cortland hereby determines that it is necessary to ban, within Cortland County, the sale and possession of Synthetic Drugs, including "Bath Salts" and any products containing these chemicals, to protect the life, health, safety and welfare of Cortland County residents.~~ potential or actual harm to residents from certain intoxicating chemical compounds or dangerous substances to be such that these chemical compounds or dangerous substances should be proscribed as unlawful.

B. Statement of Purpose

1. It is the purpose of this local law to prohibit the sale, possession, and/or use of mislabeled dangerous substances ("synthetic drugs"), which substances are mislabeled or unlabeled, whose intended purpose is to be consumed or ingested in order to mimic the effects of controlled substances and/or ~~marihuana~~marijuana and which have no other legitimate use or purpose.

~~1.~~2. It is the purpose of this local law to promote public health, safety, and general welfare, and to minimize public and private injury to the

Attachment: Dangerous Substances Local Law_REDLINE (255-22 : Local Law 11 of 2022 – a Local Law Prohibiting Dangerous

citizens of the County of Cortland due to the permissive availability of certain intoxicating chemical compounds or dangerous substances; thus, requiring the prohibition of such chemical compounds or dangerous substances~~;~~.

~~2.~~3. It is the purpose of this local law to protect human life and health~~;~~. ~~and,~~

4.~~3~~ It is the purpose of this local law to aid in the interdiction of such chemical compounds or dangerous substances along with other narcotics and illicit intoxicants~~, and to aid in the prosecution of such related offenses.~~

5.~~4.~~ It is the purpose of this local law to aid in the prosecution of such offenses through the sanctions and penalties imposed herein as an additional and appropriate response to the proliferation of the described "synthetic drugs." Such sanctions and penalties are reasonable and necessary in order to protect the health and safety of the people of the County of Cortland.

C. DEFINITIONS

1. "Person" shall mean any natural person, individual, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint-stock association or other entity or business organization of any kind.

2. "Possess" means to have physical possession or otherwise to exercise dominion or control over tangible property, as that term is defined in ~~.~~New York State Penal Law~~,~~ § 10.00 (8).

3. "Sale" shall mean~~s~~ to sell, exchange, give, or dispose of to another, or to offer or agree to do the same~~.~~, as that term is defined in New York State Penal Law, § 220.00 (1).

~~4.~~ "Mislabeled Dangerous Substance" or "Synthetic Drugs" shall mean ~~the following:~~

~~I.~~ ~~A~~any substance or product which contains a chemical which under the circumstances in which it is sold, possessed~~,~~ or used indicates or demonstrates the intent that it be ingested or consumed in an attempt to replicate the effects of controlled substances or ~~marihuana~~marijuana; and either (a) is substantially similar in chemical makeup to a controlled substance or ~~marihuana~~marijuana, or is a structural analog to a controlled substance or ~~marihuana~~marijuana, or ~~is a~~shares similar structural analogs, salts or isomers to a controlled substance or ~~marihuana~~marijuana, or is a synthetic chemical compound~~,~~ which is a cannabinoid receptor agonist, or mimics the physical or pharmacological effects of

Attachment: Dangerous Substances Local Law_REDLINE (255-22 : Local Law 11 of 2022 – a Local Law Prohibiting Dangerous

controlled substances or ~~marihuana~~marijuana, or is not a drug approved by the FDA; or (b) ~~.~~

~~III. Any substance prohibited in an Order for Summary Action in the Matter of the Sale and Distribution of Synthetic Cannabinoids issued by the New York State Department of Health dated March 28, 2012, and any similar Order subsequently issued by the State of New York Department of Health.~~

~~V. Any substance prohibited in the federal "Synthetic Drug Abuse Prevention Act of 2012"~~

4. ~~T~~the substance has no other legitimate commercial or private use or purpose.

~~VII.~~5. "Possession of Controlled Substance Presumptions" as set forth in Article 220 of the New York State Penal Law shall apply to mislabeled dangerous substances and synthetic drugs.

SECTION II: AUTHORITY

Municipal Home Rule Law, §§ 10 (2), (4) (b), and (4) (c).~~; and Op Atty Gen 85-23,~~

SECTION III: LAW

A. No person shall sell or offer to sell, exchange, give or otherwise dispose of to another any Synthetic Drug or Mislabeled or Unlabeled Dangerous Substance in Cortland County.

B. No person shall be in possession of any Synthetic Drug unless said Synthetic Drug is expressly prescribed by a physician or person otherwise licensed to prescribe such medication within the State of New York, and at the time of the alleged violation, the person in possession of the synthetic drug is able to provide written proof to the law enforcement officer(s) that the synthetic drug was so prescribed.

C. In order to prevent the creation, possession, and use of the drug commonly known as "Water," the unauthorized use of Embalming Fluid or similar compounds is hereby prohibited within the County of Cortland, with such unauthorized use of embalming fluid or similar item defined herein and pursuant to Section 3400 of the New York State Public Health Law and any applicable provision of federal law. For the purposes of this local law, embalming fluid means any chemicals or substances manufactured primarily for the use by licensed funeral directors, undertakers, or embalmers, or registered residents, to prepare, disinfect, or preserve, either hypodermically, arterially, or by any other recognized means the body of a deceased person for burial, cremation or other final disposition. In particular, such unauthorized use shall include dipping a marijuana or regular cigarette in embalming fluid.

SECTION IV: PENALTIES

Attachment: Dangerous Substances Local Law_REDLINE (255-22 : Local Law 11 of 2022 – a Local Law Prohibiting Dangerous

A. Confiscation -- if any of the aforementioned intoxicating chemical compounds or dangerous substances are found in the possession of any person, such may be confiscated and destroyed by Law Enforcement Officials.

B. Any person found to be in violation of this section will be guilty of a Class ~~"B"~~ "A" misdemeanor and subject to a definite term of imprisonment not to exceed ~~three (3) months~~ One (1) year, a term of probation not to exceed three (3) years, ~~-~~or a fine not to exceed ~~five hundred dollars ($ 500.00)~~ one-thousand dollars ($1,000), or both such fine and either a definite term of imprisonment ~~and fine~~ or term of probation. Each day during which violation of Section ~~IV~~ III~~,~~ subsection A of this ~~act~~ local law occurs shall constitute a separate offense.

C. The County of Cortland shall have the authority to seek an injunction to compel the compliance by any business that fails or refuses to comply with this section.

SECTION V: ENFORCEMENT

This local law may be enforced by any police officer, as that term is defined by New York State Criminal Procedure Law, § 1.20(34) within the County of Cortland.

SECTION VI: CONSTRUCTION AND CONFLICT WITH OTHER LAWS

A. This Local Law augments New York Penal Law, Articles 220 and 222 *et seq.*, and New York Public Health Law, §§ 3302 and 3306.

B. In its interpretation and application, the provisions of this local law shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and welfare. Whenever the requirements of this local law are at variance with the requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive, or that imposing the higher standard, shall govern.

SECTION VII: SEVERABILITY

If any provision of this law is held invalid, such invalidity shall not affect the remaining provisions of this section, which shall remain effective less the invalid provision, and to this end, the provisions of this section are declared to be severable.

SECTION VIII: EFFECTIVE DATE

This Local Law shall take effect upon filing in the Office of the New York State Secretary of State as provided by Municipal Home Rule Law, § 27.

Attachment: Dangerous Substances Local Law_REDLINE (255-22 : Local Law 11 of 2022 – a Local Law Prohibiting Dangerous

DRAFT- Suggested Edits 2022

TRANSPORTATION ADVISORY COMMITTEE BYLAWS

Attachment: TAC Bylaws 2022 suggested edits (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

ARTICLE 1

NAME

The name of this organization shall be the Cortland County Transportation Advisory Committee, hereinafter referred to as TAC.

ARTICLE 2

PURPOSE

The Transportation Advisory Committee is established to advise the Cortland County Agriculture/Planning/Environmental Committee on matters related to transportation. The Committee will assess the transportation needs of the County and suggest methods to address these issues. The Committee will work under the direction of the Cortland County Planning Department on such projects as long range planning, specific project planning, major and minor infrastructure improvement projects, transportation safety, alternative transportation, regional transportation, and public awareness of such issues.

ARTICLE 3

MEMBERSHIP

Section 1

Number and Appointment

The membership of the TAC, including ex-officio members, shall consist of a minimum of ten (10) persons and a maximum of fifteen (175) persons appointed by the Cortland County Legislature:

1. Members shall represent the community interest in all issues of transportation and may include representatives from human service agencies, the business community, educational institutions, city and county government, and transportation providers.

2. The TAC shall as feasible, include at least one, but not exceeding three, members who are also representatives of the Cortland County Legislature.

3. Ex-officio members shall include the Director[JH1] of Planning, Mobility Manager, County Administrator~~ment Coordinator~~, and a representative of the County contracted public transportation (bus) provider.

4. Ex-officio members shall have all privileges of appointed members including the right to vote on matters before the TAC and the ability to be an officer of the TAC.

Section 2

Term of Office

~~The term of each member~~[JH2] ~~of the TAC shall be three years~~*The first term of membership, following the adoption of these by-laws, shall be as follows, to allow for staggered terms of membership on the Transportation Advisory Committee:*

Up to 5 members – 1 year term
Up to ~~6~~5 members – 2 year term
Up to ~~6~~5 members – 3 year term

The term of office for any County legislators serving on the board, shall be concurrent with their term of office.

Following the first TAC appointments after the adoption of these by-laws, the term of all non-legislative members will be three years.
~~÷~~

1. All terms shall begin to run from the first day of appointment and shall continue for three years from the date of appointment. The TAC member shall holdover their appointment and continue to discharge the duties of their office until their successor shall be chosen;

2. Should a person be appointed to complete a term of a person who has resigned from the TAC, the new person's length of term is defined as the period of the original TAC member's term;

3. Vacancies for unexpired terms shall be filled by the County Legislature with recommendations being provided by the TAC ~~(via the TAC Nominating Committee)~~ as meeting the criteria for membership.

~~4. Specific to the TAC representatives from the County Legislature these term(s) shall be for four (4) years, in accordance with the County Legislature election term.~~

Section 3

Absenteeism

Attachment: TAC Bylaws 2022 suggested edits (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

In the event that a member of the TAC is inexplicably absent from any three[JH3] meetings in a calendar year, the Director of Planning and/or the Chair of the TAC has the discretion to contact that individual regarding their membership status:

1. Any five [JH4]unexpected absences in a ~~calendar year~~term may constitute removal from the TAC. Such member shall be given notice from the Chair of the TAC indicating that their membership is in jeopardy;

2. If said member fails to attend the sixth[JH5] meeting without giving prior notice to the Chair for such absence, the member shall be removed and replaced by the County Legislature.

ARTICLE 4

OFFICERS OF THE TAC

Section 1

Number and Designation

The Officers of the TAC shall be members of said TAC and shall consist of a Chair, Vice-Chair and Clerk.

Section 2

Nomination

Nominations for Officers will be taken on the floor at the annual Organizational Meeting of the TAC during the first meeting of the calendar year

Election

All Officers shall be elected at the annual Organizational Meeting of the TAC during the first meeting of the calendar year and they shall take office immediately upon election.

Section 3

Duties of the Chair

The Chair of the TAC shall preside at TAC meetings, and perform such other duties as may be prescribed by law or action of the TAC.

1. They shall decide questions of order at TAC meetings;

Attachment: TAC Bylaws 2022 suggested edits (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

2. They shall establish the agendas, locations and times for meetings of the TAC and the Executive Committee of the TAC;

3. They shall serve as the official spokesperson for the TAC;

4. They shall have the same right as other members, to offer resolutions, to make motions or second motions, to discuss questions and to vote thereon;

5. They shall appoint all Subcommittees and Ad-Hoc Committees of the TAC, unless otherwise directed by the TAC and they shall be an Ex-Officio member of all Committees., ~~except the Nominating Committee;~~

6. They shall sign all documents, correspondence and all other papers of any nature, which require the signature of the TAC Chair.

Section 4

Duties of the Vice-Chair

The Vice-Chair shall perform the duties of the Chair in their absence or inability to act and shall perform such other duties as the TAC may from time to time designate.

Section 5

Duties of the Clerk

The Clerk shall provide proper and required notification of all meetings of the TAC.

1. They shall record and appropriately distribute minutes of all meetings to the TAC prior to the next meeting of the TAC;

2. They shall maintain records of attendance and terms of office and coordinate the official correspondence of the TAC;

ARTICLE 5

MEETINGS AND QUORUM

Section 1

Organizational Meeting

An Organizational Meeting shall be held at the first TAC meeting of each year. Officers shall be elected by a majority vote of the whole number (i.e., the total number of members

Attachment: TAC Bylaws 2022 suggested edits (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

that the TAC would have if there were no vacancies and none of the persons were disqualified from acting) of the TAC membership:

Section 2

Regular Meetings

Regular meetings shall be held as determined and specified at the Organizational Meeting of the TAC, but must occur at least quarterly.

Section 3

Special Meetings

Special meetings may be called by the Chair or Acting Chair:

1. Such meetings must be called with a minimum of seventy-two-hours' notice in writing, electronic format, or by telephone to each of the members.

2. The purpose of the meeting and the matters to be considered must be specified at the time of notification and only those matters so specified may be acted upon at a special meeting.

Section 4

Open Meetings

All TAC meetings shall be open to the general public and representatives of the news media, except when the TAC shall meet in closed Executive Sessions, as set forth in Section 5 of this Article:

1. Notice of the Organizational Meeting, regular meetings and special meetings, when possible, shall be given to the local news media.

2. Any member desiring to speak or present any subject matter to the TAC shall address the Chair and shall not proceed until recognized by the Chair and awarded the floor for such purpose.

3. Persons not members of the TAC may, with consent of the Chairperson, be permitted to speak in regard to matters pending before the TAC.

Section 5

Executive Session

Attachment: TAC Bylaws 2022 suggested edits (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

Any time during any meeting of the TAC, upon motion identifying the general area, or areas, of the subject, or subjects, to be considered and majority vote of the TAC current membership, the Chair shall declare an Executive Session, at which time the members of the TAC and such other persons as the TAC may designate, shall meet in closed session for any of the following purposes:

1. To discuss individual cases in which an individual's right to confidentiality may be jeopardized and/or their right to privacy endangered;

2. To take any other action where state and/or federal statutes of regulations require and/or authorize a closed session.

Section 6

Order of Business: Regular Meetings

An Agenda of business to be conducted at the regular meetings shall be distributed to the TAC at least three (3) days prior to each TAC meeting and distributed by the TAC Clerk.

Section 7

Order of Business: Organizational Meeting

The order of business at the Organizational Meeting shall be as follows:

1. Call to Order;

~~1.~~2.Nomination of Officers;

~~2.~~3.Election of Officers;

~~3.~~4.The establishment of the day and time of regular meetings;

~~4.~~5.The appointment of Standing Committees, insofar as practicable.

Section 8

Quorum and Rules of Order

A majority of the whole number (i.e., the total number of TAC members if there were no vacancies and none of the members or officers are disqualified from acting due to a conflict of interest) of members of the TAC shall constitute a quorum of the TAC for the transaction of business at any regular or special meeting of the TAC:

Attachment: TAC Bylaws 2022 suggested edits (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

1. All resolutions shall require a vote of those present. Each member, including ex-officio members, shall have one (1) vote, unless they is disqualified from voting due to a conflict of interest as defined in Article 7.

Section 9

Subcommittees, Standing Committees, and Ad-Hoc Committees

Standing Committees

The following Standing Committees shall function at the behest of the TAC:

1. The Executive Committee shall consist of:

    a. The Chair, Vice Chair and Clerk of the TAC;

    b. The Chair and Vice Chair of each of the TAC Subcommittees and;

    c. The Director of Planning, as an ex-officio member.

    The Executive Committee shall act in emergencies and at the pleasure of the TAC to advise the Chair of the TAC and the Director of Planning until an emergency meeting of the TAC can be convened.

~~2. *The Nominating Committee shall:~~

~~a. Consist of at least one (1) TAC member from each Subcommittee;~~

~~b. Make recommendations to the TAC for nominees for TAC and Subcommittee vacancies;~~

~~c. Make recommendations for nominees for Officers of the TAC.~~

~~d. To avoid a conflict of interest, no member of the Nominating Committee shall allow their name to be placed in consideration as a candidate for Officer of the TAC.~~

~~*In the absence of a Nominating Committee, these functions may be fulfilled by the TAC Executive Committee.~~

Subcommittees and Ad-Hoc Committees

The TAC may establish various Subcommittees and/or Ad-Hoc Committees to address specific issues related to transportation such as long range planning, specific project

Attachment: TAC Bylaws 2022 suggested edits (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

planning, major and minor infrastructure improvement projects, transportation safety, alternative transportation, regional transportation, and public awareness of such issues.

All Subcommittees, Standing Committees and Ad-Hoc Committees shall follow the same protocols as established for the TAC per these by-laws.

ARTICLE 6

ELECTION OF OFFICERS FOR THE TAC

Section 1

~~Nominating Committee~~ Nomination of Officers

~~At the last meeting of the year the Nominating Committee shall submit to the members of the TAC, a slate of nominees for the Officers for the following year at the TAC Organizational meeting.~~
Nominations for Officers will be taken on the floor at the annual Organizational Meeting of the TAC during the first meeting of the calendar year

Section 2

Election at the Annual Meeting

At the Organizational Meeting of each year, Officers shall be elected by a majority vote of the whole number membership of the TAC for the coming year:

1. The newly elected Officers shall take office immediately upon election.

Section 3

Terms of Office

All Officers shall serve for one (1) year or until their successors are elected.

Section 4

Vacancies in Office

A vacancy in the office of Chair occurring for a reason other than the termination of a term of office, shall be filled by the Vice-Chair for the balance of the unexpired term.

Attachment: TAC Bylaws 2022 suggested edits (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

A vacancy in the office of Vice-Chair, occurring for a reason other than the termination of a term of office, shall be filled at the discretion of the TAC.

ARTICLE 7

ETHICS

If any matter arises before the TAC directly involving a public or private organization of which any member of the TAC is an officer, Board member, employee, or on the medical or consultant staff thereof:

1. That member shall disclose such possible conflict to the TAC. That member may then participate in the TAC deliberations on the matter only insofar as to provide any information requested of him/her by the other members of the TAC and that member shall not participate further in the TAC deliberations or voting on the matter after having provided the required information.

2. Should a TAC member's immediate family have the potential to receive direct financial benefits from a matter before the TAC, that member must disclose this possible conflict to the TAC and limit their participation to that of only providing information requested of him/her by the other members of the TAC.

Other potential conflicts of interest for the TAC shall be addressed per New York State General Municipal Law, Chapter 24 of the Consolidated Laws Article 18 – Conflicts of Interest of Municipal Officers and Employees.

ARTICLE 8

POWER AND DUTIES

A. Identify agencies that fund or receive transportation services, current providers of transportation, and the services they provide.

B. Encourage coordination efforts between providers of transportation and cooperation between human service agencies that could increase efficiencies in operation and provide more transportation options.

C. Collaborate with other counties in the region to create a transportation network not constrained by county borders.

D. Market current and proposed services to the general public and educate the public and those who work with specialized populations on available transportation services. Serve as a resource for the promotion of community and public understanding of transportation needs and services.

Attachment: TAC Bylaws 2022 suggested edits (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

E. Identify unmet transportation needs and processes to continue efforts at coordination among the transportation stakeholders and seek to assure that under the goals and plans required pursuant to this subdivision, all population groups are adequately covered.

F. Develop the program of local services for the area which it serves, establish long-range goals of the local government in its programs for transportation and develop intermediate-range plans and forecasts, listing priorities and estimated costs.

G. Use available funding sources and seek further funding sources to enhance coordination efforts and create new services to address unmet transportation needs.

H. Prepare and update the Cortland County Coordinated Public Transit Human Services Transportation Plan to:[JH6]

1. Provide a summary of initiatives and actions above and below as related to TAC duties and powers;
2. Catalogue previous and current public transit human service coordination efforts;
3. Outline future efforts to improve transportation services for the residents of Cortland County;
4. Address federal mobility management goals first established under the Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU) and continued under the Moving Ahead for Progress in the 21st Century Act (MAP-21).

I. Establish procedures for execution of local services plans and recommend such to the County Legislature, including regulations to guide the provision of services by all organizations and individuals within its program.

J. Recommend to the County Legislature of Cortland County, to enter into contracts for the provision of services and the construction of facilities, and have the power, when necessary, to recommend the approval of construction projects.

K. Make policy for, and exercise general supervisory authority over, or administer local services and facilities provided or supervised by it whether directly or through agreements, including responsibility for the proper performance of the services provided by other facilities of the County of Cortland and by voluntary and private facilities which have been incorporated into its comprehensive program. The TAC recognizes its role is not to replace or duplicate existing structures or processes that assure the respective County, Voluntary, and Private facilities and agencies comply with Federal and/or New York State regulations and practice guidelines for existing services. However, the TAC will work to exercise its authority in the development of new initiatives and/or the expansion or continuation of existing services, to meet the needs of persons within the County.

Attachment: TAC Bylaws 2022 suggested edits (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

L. Conduct and/or make recommendations to the County Legislature to contract for such research as may be useful for the discharge of its administrative duties and for the promotion of scientific knowledge of the groups it serves. Should such research involve persons as subjects, the research must meet all the requirements set forth in NY Public Health Law, Article 24-A; Section 2442; March 1998

M. Each separate TAC Subcommittee shall advise the TAC and the County Legislature regarding the exercise of all policy-making functions vested in such board or director, as such functions pertain to the field of services represented by such Subcommittee.

ARTICLE 9

AMENDMENTS

The TAC may suggest amendments to these By-Laws may be amended at any regular or special meeting of the TAC, providing five (5) days' notice in writing of the proposed amendment is given to each member of the TAC. A two-thirds (2/3) vote of approval of the current membership is needed for adoption.

Revised March 2021
Edits suggested October 2022

Attachment: TAC Bylaws 2022 suggested edits (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

TRANSPORTATION ADVISORY COMMITTEE BYLAWS

ARTICLE 1

NAME

The name of this organization shall be the Cortland County Transportation Advisory Committee, hereinafter referred to as TAC.

ARTICLE 2

PURPOSE

The Transportation Advisory Committee is established to advise the Cortland County Agriculture/Planning/Environmental Committee on matters related to transportation. The Committee will assess the transportation needs of the County and suggest methods to address these issues. The Committee will work under the direction of the Cortland County Planning Department on such projects as long range planning, specific project planning, major and minor infrastructure improvement projects, transportation safety, alternative transportation, regional transportation, and public awareness of such issues.

ARTICLE 3

MEMBERSHIP

Section 1

Number and Appointment

The membership of the TAC, including ex-officio members, shall consist of a minimum of ten (10) persons and a maximum of seventeen (17) persons appointed by the Cortland County Legislature:

1. Members shall represent the community interest in all issues of transportation and may include representatives from human service agencies, the business community, educational institutions, city and county government, and transportation providers.

2. The TAC shall as feasible, include at least one, but not exceeding three, members who are also representatives of the Cortland County Legislature.

Attachment: TAC Bylaws 2022 (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

3. Ex-officio members shall include the Director of Planning, Mobility Manager, County Administrator, and a representative of the County contracted public transportation (bus) provider.

4. Ex-officio members shall have all privileges of appointed members including the right to vote on matters before the TAC and the ability to be an officer of the TAC.

Section 2

Term of Office

The first term of membership, following the adoption of these by-laws, shall be as follows, to allow for staggered terms of membership on the Transportation Advisory Committee:

Up to 5 members – 1 year term
Up to 5 members – 2 year term
Up to 5 members – 3 year term

The term of office for any County legislators serving on the board, shall be concurrent with their term of office.

Following the first TAC appointments after the adoption of these by-laws, the term of all non-legislative members will be three years.

1. All terms shall begin to run from the first day of appointment and shall continue for three years from the date of appointment. The TAC member shall holdover their appointment and continue to discharge the duties of their office until their successor shall be chosen;

2. Should a person be appointed to complete a term of a person who has resigned from the TAC, the new person's length of term is defined as the period of the original TAC member's term;

3. Vacancies for unexpired terms shall be filled by the County Legislature with recommendations being provided by the TAC as meeting the criteria for membership.

Section 3

Absenteeism

Attachment: TAC Bylaws 2022 (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

In the event that a member of the TAC is inexplicably absent from any three meetings in a calendar year, the Director of Planning and/or the Chair of the TAC has the discretion to contact that individual regarding their membership status:

1. Any five unexpected absences in a term may constitute removal from the TAC. Such member shall be given notice from the Chair of the TAC indicating that their membership is in jeopardy;

2. If said member fails to attend the sixth meeting without giving prior notice to the Chair for such absence, the member shall be removed and replaced by the County Legislature.

ARTICLE 4

OFFICERS OF THE TAC

Section 1

Number and Designation

The Officers of the TAC shall be members of said TAC and shall consist of a Chair, Vice-Chair and Clerk.

Section 2

Nomination

Nominations for Officers will be taken on the floor at the annual Organizational Meeting of the TAC during the first meeting of the calendar year

Election

All Officers shall be elected at the annual Organizational Meeting of the TAC during the first meeting of the calendar year and they shall take office immediately upon election.

Section 3

Duties of the Chair

Attachment: TAC Bylaws 2022 (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

The Chair of the TAC shall preside at TAC meetings, and perform such other duties as may be prescribed by law or action of the TAC.

1. They shall decide questions of order at TAC meetings;

2. They shall establish the agendas, locations and times for meetings of the TAC and the Executive Committee of the TAC;

3. They shall serve as the official spokesperson for the TAC;

4. They shall have the same right as other members, to offer resolutions, to make motions or second motions, to discuss questions and to vote thereon;

~~5.~~ They shall appoint all Subcommittees and Ad-Hoc Committees of the TAC, unless otherwise directed by the TAC and they shall be an Ex-Officio member of all Committees. ~~except the Nominating Committee;~~

6. They shall sign all documents, correspondence and all other papers of any nature, which require the signature of the TAC Chair.

Section 4

Duties of the Vice-Chair

The Vice-Chair shall perform the duties of the Chair in their absence or inability to act and shall perform such other duties as the TAC may from time to time designate.

Section 5

Duties of the Clerk

The Clerk shall provide proper and required notification of all meetings of the TAC.

1. They shall record and appropriately distribute minutes of all meetings to the TAC prior to the next meeting of the TAC;

2. They shall maintain records of attendance and terms of office and coordinate the official correspondence of the TAC;

ARTICLE 5

Attachment: TAC Bylaws 2022 (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

MEETINGS AND QUORUM

Section 1

Organizational Meeting

An Organizational Meeting shall be held at the first TAC meeting of each year. Officers shall be elected by a majority vote of the whole number (i.e., the total number of members that the TAC would have if there were no vacancies and none of the persons were disqualified from acting) of the TAC membership:

Section 2

Regular Meetings

Regular meetings shall be held as determined and specified at the Organizational Meeting of the TAC, but must occur at least quarterly.

Section 3

Special Meetings

Special meetings may be called by the Chair or Acting Chair:

1. Such meetings must be called with a minimum of seventy-two-hours' notice in writing, electronic format, or by telephone to each of the members.

2. The purpose of the meeting and the matters to be considered must be specified at the time of notification and only those matters so specified may be acted upon at a special meeting.

Section 4

Open Meetings

All TAC meetings shall be open to the general public and representatives of the news media, except when the TAC shall meet in closed Executive Sessions, as set forth in Section 5 of this Article:

Attachment: TAC Bylaws 2022 (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

1. Notice of the Organizational Meeting, regular meetings and special meetings, when possible, shall be given to the local news media.

2. Any member desiring to speak or present any subject matter to the TAC shall address the Chair and shall not proceed until recognized by the Chair and awarded the floor for such purpose.

3. Persons not members of the TAC may, with consent of the Chairperson, be permitted to speak in regard to matters pending before the TAC.

Section 5

Executive Session

Any time during any meeting of the TAC, upon motion identifying the general area, or areas, of the subject, or subjects, to be considered and majority vote of the TAC current membership, the Chair shall declare an Executive Session, at which time the members of the TAC and such other persons as the TAC may designate, shall meet in closed session for any of the following purposes:

1. To discuss individual cases in which an individual's right to confidentiality may be jeopardized and/or their right to privacy endangered;

2. To take any other action where state and/or federal statutes of regulations require and/or authorize a closed session.

Section 6

Order of Business: Regular Meetings

An Agenda of business to be conducted at the regular meetings shall be distributed to the TAC at least three (3) days prior to each TAC meeting and distributed by the TAC Clerk.

Section 7

Order of Business: Organizational Meeting

The order of business at the Organizational Meeting shall be as follows:

1. Call to Order;

Attachment: TAC Bylaws 2022 (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

2. Nomination of Officers;

3. Election of Officers;

4. The establishment of the day and time of regular meetings;

5. The appointment of Standing Committees, insofar as practicable.

Section 8

Quorum and Rules of Order

A majority of the whole number (i.e., the total number of TAC members if there were no vacancies and none of the members or officers are disqualified from acting due to a conflict of interest) of members of the TAC shall constitute a quorum of the TAC for the transaction of business at any regular or special meeting of the TAC:

1. All resolutions shall require a vote of those present. Each member, including ex-officio members, shall have one (1) vote, unless they is disqualified from voting due to a conflict of interest as defined in Article 7.

Section 9

Subcommittees, Standing Committees, and Ad-Hoc Committees

Standing Committees

The following Standing Committees shall function at the behest of the TAC:

1. The Executive Committee shall consist of:

    a. The Chair, Vice Chair and Clerk of the TAC;

    b. The Chair and Vice Chair of each of the TAC Subcommittees and;

    c. The Director of Planning, as an ex-officio member.

    The Executive Committee shall act in emergencies and at the pleasure of the TAC to advise the Chair of the TAC and the Director of Planning until an emergency meeting of the TAC can be convened.

Subcommittees and Ad-Hoc Committees

Attachment: TAC Bylaws 2022 (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

The TAC may establish various Subcommittees and/or Ad-Hoc Committees to address specific issues related to transportation such as long range planning, specific project planning, major and minor infrastructure improvement projects, transportation safety, alternative transportation, regional transportation, and public awareness of such issues.

All Subcommittees, Standing Committees and Ad-Hoc Committees shall follow the same protocols as established for the TAC per these by-laws.

ARTICLE 6

ELECTION OF OFFICERS FOR THE TAC

Section 1

Nomination of Officers

Nominations for Officers will be taken on the floor at the annual Organizational Meeting of the TAC during the first meeting of the calendar year.

Section 2

Election at the Annual Meeting

At the Organizational Meeting of each year, Officers shall be elected by a majority vote of the whole number membership of the TAC for the coming year:

1. The newly elected Officers shall take office immediately upon election.

Section 3

Terms of Office

All Officers shall serve for one (1) year or until their successors are elected.

Section 4

Vacancies in Office

Attachment: TAC Bylaws 2022 (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

A vacancy in the office of Chair occurring for a reason other than the termination of a term of office, shall be filled by the Vice-Chair for the balance of the unexpired term.

A vacancy in the office of Vice-Chair, occurring for a reason other than the termination of a term of office, shall be filled at the discretion of the TAC.

ARTICLE 7

ETHICS

If any matter arises before the TAC directly involving a public or private organization of which any member of the TAC is an officer, Board member, employee, or on the medical or consultant staff thereof:

1. That member shall disclose such possible conflict to the TAC. That member may then participate in the TAC deliberations on the matter only insofar as to provide any information requested of him/her by the other members of the TAC and that member shall not participate further in the TAC deliberations or voting on the matter after having provided the required information.

2. Should a TAC member's immediate family have the potential to receive direct financial benefits from a matter before the TAC, that member must disclose this possible conflict to the TAC and limit their participation to that of only providing information requested of him/her by the other members of the TAC.

Other potential conflicts of interest for the TAC shall be addressed per New York State General Municipal Law, Chapter 24 of the Consolidated Laws Article 18 – Conflicts of Interest of Municipal Officers and Employees.

ARTICLE 8

POWER AND DUTIES

A. Identify agencies that fund or receive transportation services, current providers of transportation, and the services they provide.

Attachment: TAC Bylaws 2022 (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

B. Encourage coordination efforts between providers of transportation and cooperation between human service agencies that could increase efficiencies in operation and provide more transportation options.

C. Collaborate with other counties in the region to create a transportation network not constrained by county borders.

D. Market current and proposed services to the general public and educate the public and those who work with specialized populations on available transportation services. Serve as a resource for the promotion of community and public understanding of transportation needs and services.

E. Identify unmet transportation needs and processes to continue efforts at coordination among the transportation stakeholders and seek to assure that under the goals and plans required pursuant to this subdivision, all population groups are adequately covered.

F. Develop the program of local services for the area which it serves, establish long-range goals of the local government in its programs for transportation and develop intermediate-range plans and forecasts, listing priorities and estimated costs.

G. Use available funding sources and seek further funding sources to enhance coordination efforts and create new services to address unmet transportation needs.

H. Prepare and update the Cortland County Coordinated Public Transit Human Services Transportation Plan to:

1. Provide a summary of initiatives and actions above and below as related to TAC duties and powers;
2. Catalogue previous and current public transit human service coordination efforts;
3. Outline future efforts to improve transportation services for the residents of Cortland County;
4. Address federal mobility management goals first established under the Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU) and continued under the Moving Ahead for Progress in the 21st Century Act (MAP-21).

I. Establish procedures for execution of local services plans and recommend such to the County Legislature, including regulations to guide the provision of services by all organizations and individuals within its program.

Attachment: TAC Bylaws 2022 (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

J. Recommend to the County Legislature of Cortland County, to enter into contracts for the provision of services and the construction of facilities, and have the power, when necessary, to recommend the approval of construction projects.

K. Make policy for, and exercise general supervisory authority over, or administer local services and facilities provided or supervised by it whether directly or through agreements, including responsibility for the proper performance of the services provided by other facilities of the County of Cortland and by voluntary and private facilities which have been incorporated into its comprehensive program. The TAC recognizes its role is not to replace or duplicate existing structures or processes that assure the respective County, Voluntary, and Private facilities and agencies comply with Federal and/or New York State regulations and practice guidelines for existing services. However, the TAC will work to exercise its authority in the development of new initiatives and/or the expansion or continuation of existing services, to meet the needs of persons within the County.

L. Conduct and/or make recommendations to the County Legislature to contract for such research as may be useful for the discharge of its administrative duties and for the promotion of scientific knowledge of the groups it serves. Should such research involve persons as subjects, the research must meet all the requirements set forth in NY Public Health Law, Article 24-A; Section 2442; March 1998

M. Each separate TAC Subcommittee shall advise the TAC and the County Legislature regarding the exercise of all policy-making functions vested in such board or director, as such functions pertain to the field of services represented by such Subcommittee.

ARTICLE 9

AMENDMENTS

The TAC may suggest amendments to these By-Laws may be amended at any regular or special meeting of the TAC, providing five (5) days' notice in writing of the proposed amendment is given to each member of the TAC. A two-thirds (2/3) vote of approval of the current membership is needed for adoption.

Revised March 2021 – Resolution No. 100-21, April 22, 2021
Revised December 2022 – Resolution No. 266-22, December 22, 2022

Attachment: TAC Bylaws 2022 (266-22 : Amend Bylaws - Cortland County Transportation Advisory Committee)

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
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October 14, 2022

Director Scott Roman
Cortland County Emergency Response & Communications
54 Greenbush Street
Cortland, NY 13045

RE: VESTA Hardware Refresh

Dear Director Roman,

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the Cortland County Department of Emergency Response & Communications with a proposal for a comprehensive emergency call handling solution and related services. Our team has taken great care to develop a plan that addresses your needs while providing exceptional value.

Built for both today and the future, Motorola Solution's VESTA 9-1-1 is an extraordinary Next Generation, NENA i3 standards-based call handling system. Our solutions are scalable and flexible, while providing maximum system resiliency; securing your investment for the future.

Focused on public safety, Motorola Solutions brings a wealth of industry knowledge and experience to support Cortland County. Dating back to 1928 when Motorola Solutions was originally founded as Galvin Manufacturing, we have become a solution and thought leader in public safety. Today, over 60% of PSAPs in the U.S., and 87% of 9-1-1 call taking positions in New York rely on Motorola Solutions for emergency call handling.

Motorola Solutions' offer is subject to the terms and conditions of the enclosed Communications System and Services Agreement, including all Addenda ("CSSA"), and remains valid for a period of 90 days from the date of this letter. Cortland County may accept this offer by returning a signed copy of the CSSA to Motorola Solutions.

For any questions, please contact Greg DeWolf, Sr, Account Manager NG9-1-1, at (315) 879-9690.

Our goal is to provide Cortland County with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and look forward to supporting you as a partner in your goals.

Sincerely,

Joseph Grube
Area Sales Manager | Command Center Software

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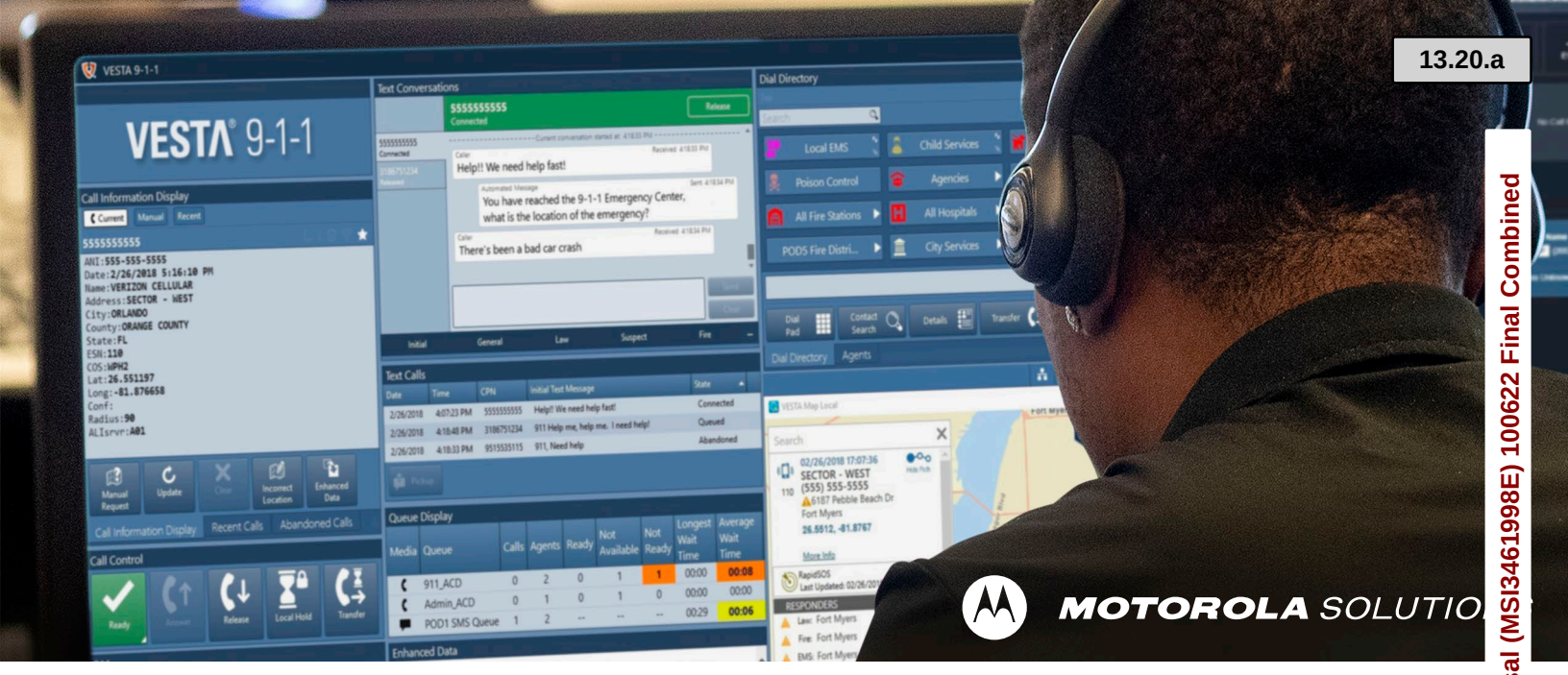

Proposal

Cortland County Emergency Response & Communications, New York

VESTA 9-1-1 Hardware Refresh

Geo-Diverse Configuration

October 7, 2022

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

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Section 1

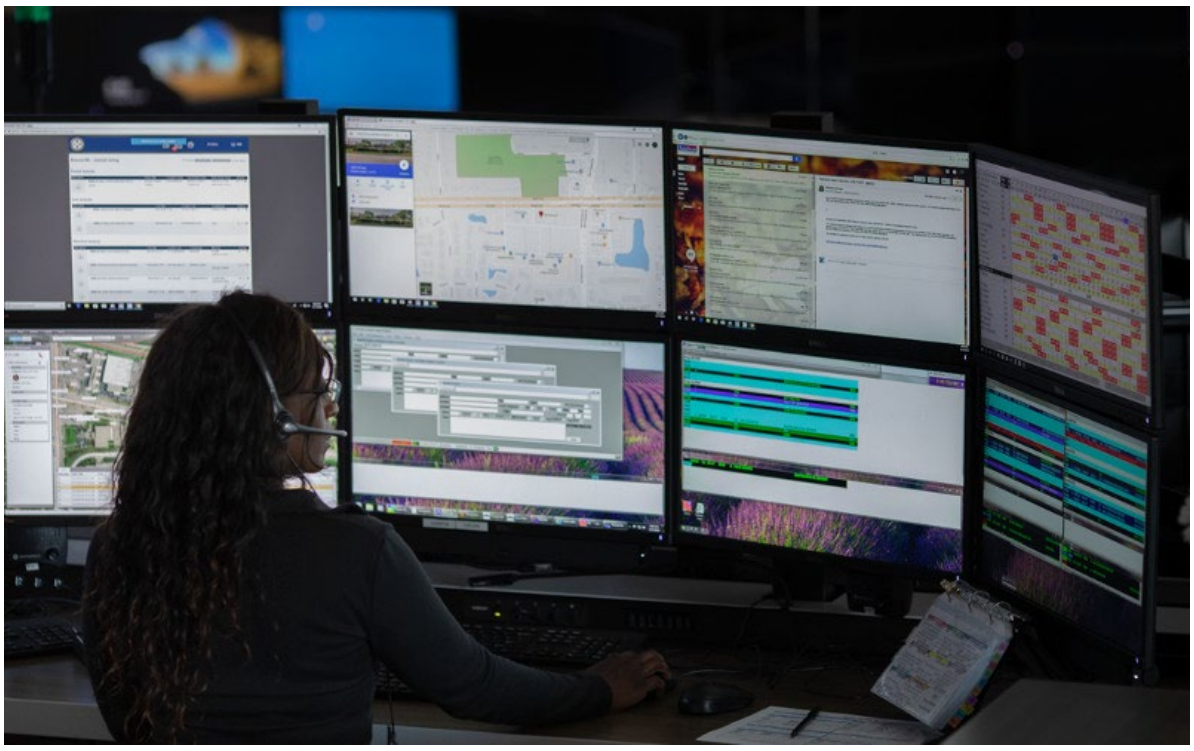
Introduction

Motorola Solutions is proud to present a VESTA® 9-1-1 call handling hardware refresh in response to Cortland County Communications's request. As part of this proposal, the following additional options are offered.

- VESTA® CommandPOST

Today, the VESTA 9-1-1 solution is the industry standard comprehensive NG9-1-1 solution. It offers PSAP's increased product features, operational efficiencies, and reliability along with stable, centralized call handling for individual or multiple PSAP locations.

The VESTA 9-1-1 solutions are designed to meet growing community needs and emerging 9-1-1 technology. Cortland County Communications is assured the solutions proposed herein will comply and meet both the E9-1-1 requirements of today and the NG9-1-1 requirements of tomorrow. By selecting Motorola Solutions, Cortland County Communications can be confident they are partnering with the leading provider of Public Safety 9-1-1 solutions and selecting the highest possible level of service to the visitors, citizens, and public safety professionals of their region.



VESTA 9-1-1 is an integral part of Motorola Solutions' end-to-end Public Safety Software Enterprise driving the integration of a complete Command Center suite. From answering thousands of emergency calls and text messages to processing video, disparate evidence and records, Motorola Solutions is helping agencies transform into intelligence-driven command centers, enabling them to make more informed decisions resulting in better outcomes. Learn more about Motorola Solutions' wide-ranging product portfolio.

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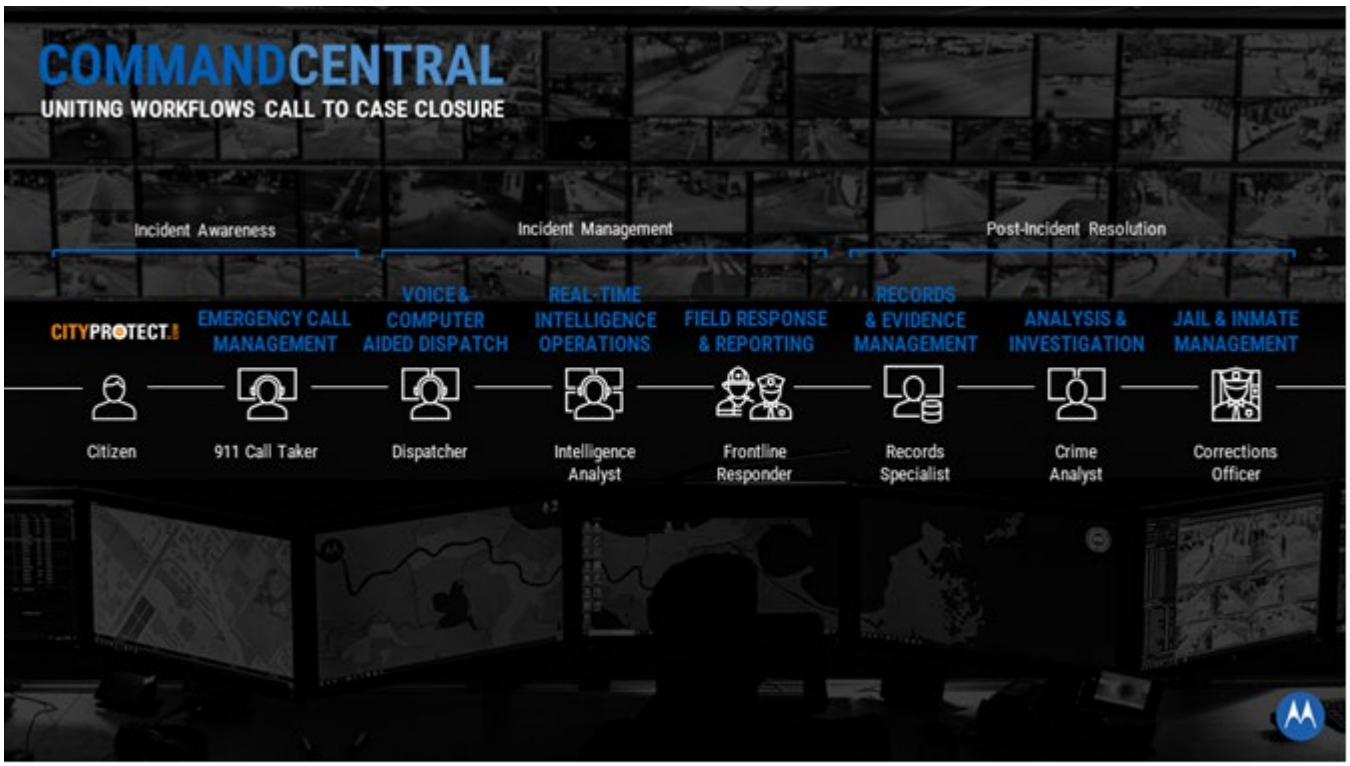

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Section 2

Solution Description

2.1 Background

Cortland County Communications is currently a Geo-Diverse VESTA system that hosts a single agency, Cortland County. The current solution is running VESTA 9-1-1 Release 7.1 and Analytics 3.2.

The County currently operates a total of ten positions with six being at Host A and four at Host B. In addition, there is a CommandPOST position which is less than 2 years old.

2.2 Solution Review

Cortland County Communications has requested a hardware refresh on their existing VESTA system, which is approaching the 5-year mark. The new system will include the replacement of all full workstations, servers, and switches. The CommandPOST refresh has been proposed as an option, which may or may not be needed based upon timing of the refresh purchase.

The new solution will leverage existing investment and licensing where applicable while offering license support for both current and future NG9-1-1 technologies.

As part of this proposal, Motorola Solutions included support for access to the RapidSOS interface via the Enhanced Data Window as well as SMS Services.

Cortland County Communications will reuse/provide the following peripherals at all locations:

- Administrative Printers
- Reuse the 7-foot 19-inch Equipment Racks
- Reuse the NetClock 9483+3 port
- Reuse Existing Workstation Peripherals
  - Sound Arbitration Modules
  - SAM Speakers
  - Jackboxes
- Reuse Existing Mediant 1000 Gateways and Cards
- Reuse Existing Handset
- ALI Modem (If required)
- Workstation KVM (If required)
- Backroom UPS

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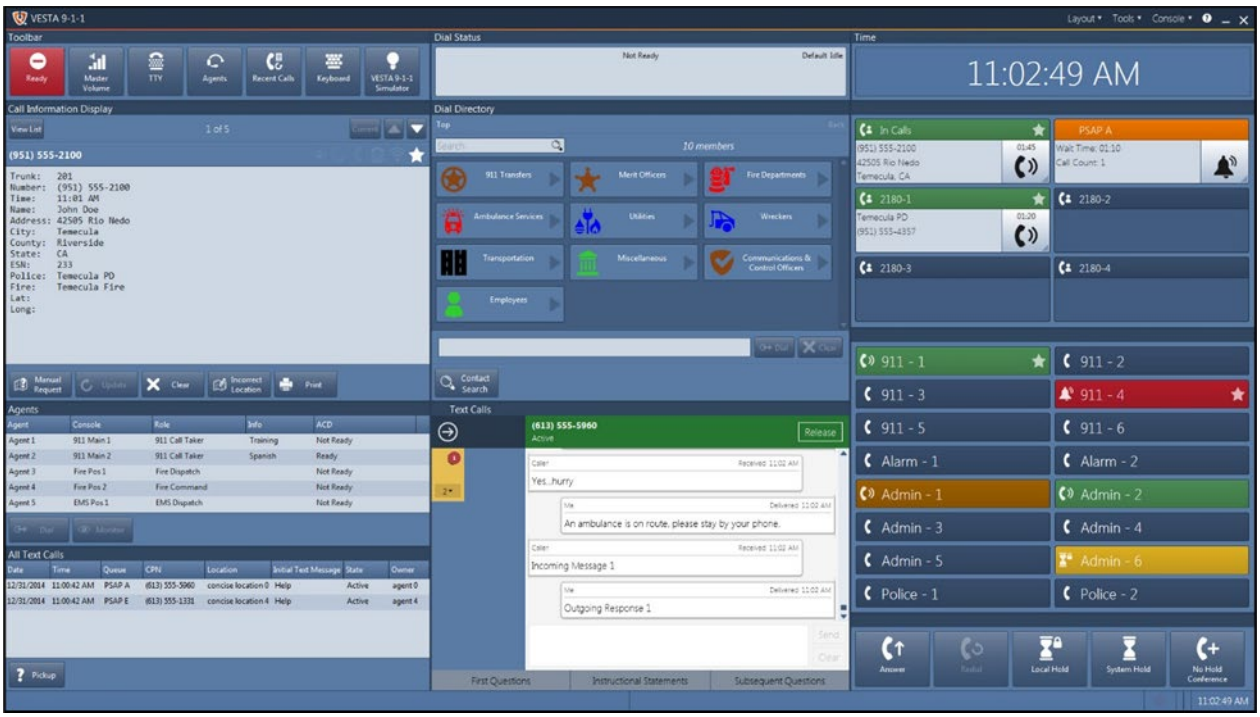

Fully Configurable VESTA 9-1-1 Solution

2.3 Summary of Offer

The proposal includes a comprehensive NG9-1-1 Call Handling Geo-Diverse solution for Cortland County.

The configuration proposed is based on information provided by Cortland County Communications during a review of system requirements. Any changes in the proposed system or equipment will require a change order, which may incur additional costs.

Cortland County Communications – Host A

- (6) Call Taker positions with single 24-inch LED monitor, VESTA 9-1-1 Advanced Enhanced Operations license

  At each position:
  - 24-key Genovation keypad with 25ft cable
  - Handset and Cord
  - VESTA® 9-1-1 IRR per seat license (upgrade)
  - VESTA® Analytics Standard per seat license (migration)
- VESTA® SMS - integrated Text-To-9-1-1 services – customer is responsible for TCC services and network charges
- RapidSOS Integration via the Enhanced Data Window
- Spares
- MIS - Call management and reporting system
  - (1) VESTA® Analytics User License

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- (8) CAMA Trunks
- Cortland County Communications will reuse existing NetClock or provide Motorola Solutions with a Time Synchronization device that is NTP compliant.

Training provided

- VESTA 9-1-1 Admin for Complex
- E-Learning VESTA 9-1-1 SMS Agent Delta
- E-Learning VESTA 9-1-1 SMS Admin Delta

Optional

- (3) VESTA® CommandPOST – portable laptop position, docking station, 24-inch monitor(s), keyboard and mouse, 24-key Genovation keypad, Sound Arbitration Unit (SAM) with Speaker Kit, VESTA 9-1-1 Advanced Enhanced Operations License
  - VESTA® 9-1-1 IRR per laptop license (upgrade)
  - VESTA® Analytics per laptop license (migration)

Cortland County Backup – Host B

- (4) Call Taker positions with single 24-inch LED monitor, VESTA 9-1-1 Advanced Enhanced Operations license

  At each position:
  - 24-key Genovation keypad with 25ft cable
  - Handset and Cord
  - VESTA® 9-1-1 IRR per seat license (upgrade)
  - VESTA® Analytics Standard per seat license (migration)
- VESTA® SMS - integrated Text-To-9-1-1 services – customer is responsible for TCC services and network charges
- RapidSOS Integration via the Enhanced Data Window
- MIS - Call management and reporting system
  - VESTA® Analytics Standard 3.6 Media Upgrade
- (8) CAMA Trunks
- Cortland County Communications will reuse existing NetClock or provide Motorola Solutions with a Time Synchronization device that is NTP compliant.

System-wide

- System and component level monitoring, alarming, diagnostics and reporting services

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- All-inclusive software support, updates, and upgrades for the contract term
- 24/7/365 help desk, trouble ticketing and customer support services
- Installation, testing, training, maintenance and on-site support services by Motorola Solutions
- Project management services for the planning, design, testing, installation and operation of systems for contract term

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Section 3

Product Description

The following descriptions are new or optional products proposed in addition to the hardware refresh.

3.1 VESTA SMS

The VESTA SMS solution allows VESTA 9-1-1 systems to connect directly to Text Control Centers (TCCs) using standards-based MSRP protocol for delivery of text messages directly to VESTA console users. Some of the features of the VESTA SMS solution are:

- Standards based Text-to-9-1-1 solution
- Easy and flexible to operate
- Supports multiple text queues
- Text capability may be assigned to user roles
- Allows transfer of text calls within a single multi-PSAP system

3.2 Enhanced Data Window

The Enhanced Data Window is available within the VESTA UI that displays supplemental data such as personal information, medical information, precise location information, and traffic conditions in the vicinity of the caller. This additional data helps call takers better assist 9-1-1 callers by increasing situational awareness. Data provided today comes from the RapidSOS NG9-1-1 Clearinghouse and is automatically delivered to the Enhanced Data Window based on the caller's calling party number (CPN).

Motorola Solutions and RapidSOS understand that every second counts in an emergency and that Telecommunicators and first responders need location accuracy and other supplemental information to save lives. Through the integration of the RapidSOS NG911 Portal into VESTA, PSAPs now have the capability for improved situational awareness and improved decision making.

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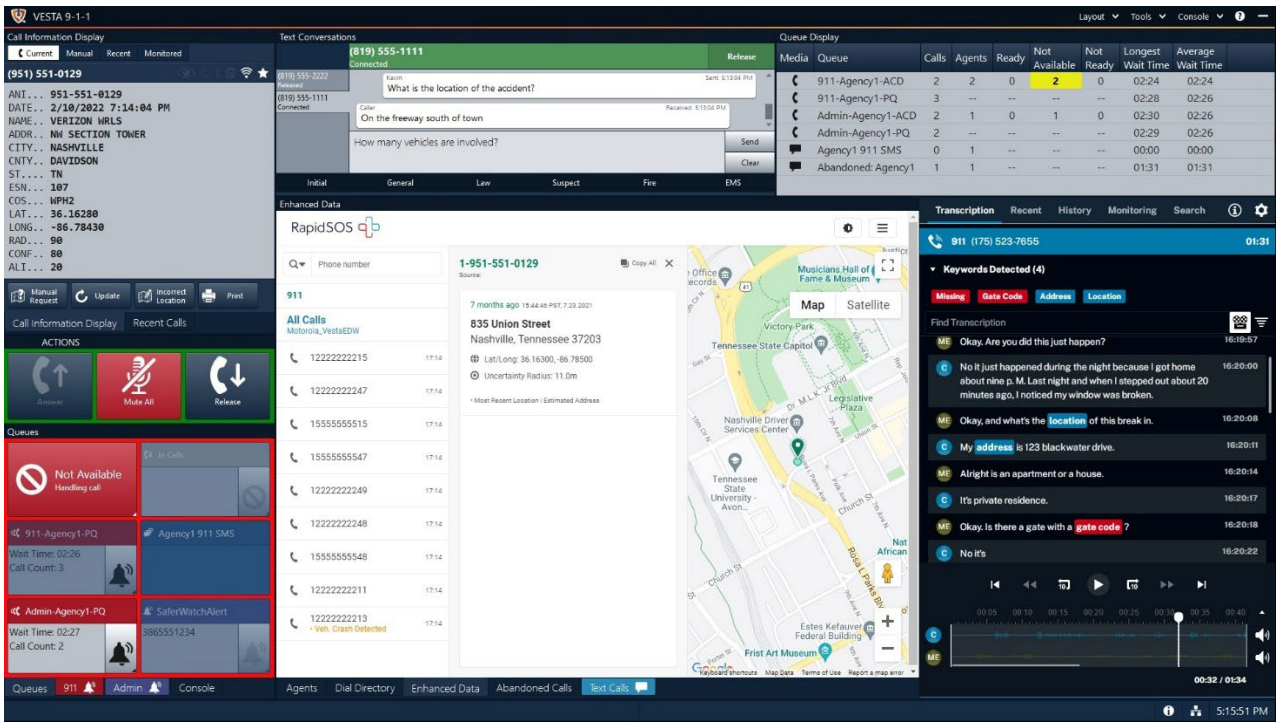

RapidSOS Information Displays in the VESTA User Interface

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Section 4

Statement of Work VESTA 9-1-1

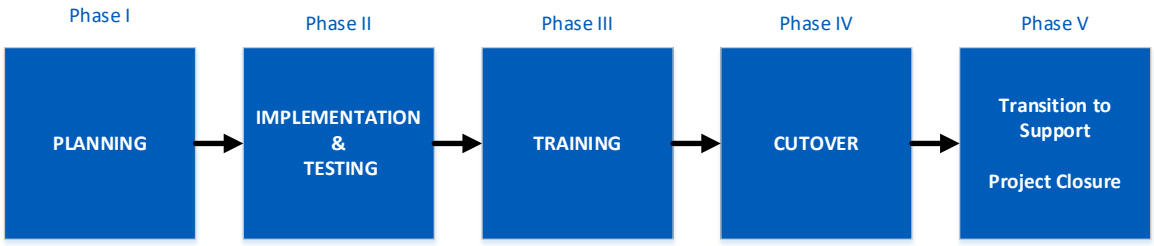
Implementation Planning is an iterative process. It begins during the planning stage and continues until the Next Generation 9-1-1 (NG9-1-1) VESTA 9-1-1 system from Motorola Solutions, Inc. (Motorola Solutions) is formally migrated and accepted by the agency. The Project Manager (PM), working with the project team, is responsible for formulating the required plan to implement and communicate the support process for the VESTA 9-1-1 solution.

4.1 Implementation Methodology

Your VESTA 9-1-1 system is a large project involving complexity, contingencies, and collaborations with multiple parties. Successful implementation requires an organized and systematic approach to project management.

Your Project Manager and Motorola Solutions Project Manager will play a particularly important role in this process by communicating back to their teams the project plan, project status, risks, and next steps. The project will use an MS Project Schedule and Project Status Report, which will provide a consistent vehicle for communication, management, reporting of progress and detection of potential progress delays.

Our project management methodology is also based upon the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK). Our methodology will incorporate one primary goal; align the project with your overall expectations. Unless otherwise requested, Motorola Solutions will implement the project using a "phased" process.



4.2 Phase I - Planning

Phase I is the period in which the project is formally launched, the project design is finalized, the Project Management Plan (PMP) is finalized and resources are scheduled. Upon the agency contract award the Motorola Solutions PM coordinates Phase 1 activities with you to ensure that the project scope has been assessed, and that all deliverables have been captured in the Motorola Solutions Project Schedule. The PMP will be the control document for Motorola Solutions deliverables for the implementation, as will other critical dates or milestones that are integral to the project.

The specific objectives of the planning phase include:

- Expound on specific strategies and project options

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- Confirm NG9-1-1 project scope
- Finalize the solution design
- Finalize plans for solution delivery strategies and resources. The solution is reviewed to align each primary stakeholder with a common vision and strategy for unified team design and planning.
- Determine aspects of the 9-1-1 system that are subject to change within the scope of the project. Much of this entails identifying and collecting information from project stakeholders.

Prior to collecting the detailed information that will be used in the course of the project, it is important for the team to understand the overall project goals and the criteria that will govern their decision-making.

The project principles and constraints are communicated to all team members so that all design, integrations, and deployment decisions can be assessed. Guided by the project principles and constraints, more detail information is then collected. This includes conducting site visits and the Project Launch, Call Flow and Design Review Meeting.

The original configuration proposed was based on information provided by Cortland County Communications during a review of system requirements. Any changes in the proposed system or equipment will require a change order, which may incur additional costs.

4.2.1 Project Kick-off Meeting

The project kick-off meeting is scheduled as soon as possible following receipt of the contract. One of the main objectives of the meeting is to ensure that all project participants begin the project with a clear and shared understanding of the project and project expectations. During this meeting:

- Process owners are identified
- Key project milestones and objectives are introduced and discussed
- Review the overall project “As Purchased” design and Statement of Work (SOW).
- First review of the draft project plan

4.2.2 Project Workflow and Design Review Meeting

The project call flow and design review meetings are scheduled with you to be held at the site. The purpose of the Call Flow and Design Review (CDR) meeting is to obtain a comprehensive understanding of your current operational environment and desired future workflow through interactive discussions. It is also to assist in understanding how the new VESTA 9-1-1 system can be configured to meet the operational needs.

During this meeting, Motorola Solutions will gather critical information with your agency to set up and program the VESTA 9-1-1 system, including detailed review of trunks, lines and circuits. Motorola Solutions will work with you to document the final system design elements that will be used for all aspects of the programming and configuration of your VESTA 9-1-1 system. Design discussions and decisions will include but are not limited to:

- Detailed review of the “As Purchased” system design
- Detailed review of call flow and system design
- Detail review of CommandPOSTs (if purchased for refreshed)

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- Detail review of Network Requirements
- Detail review of Network Components (routers and switches)
- Detailed review of the project Roles and Responsibilities of the collective team
- Site walks for Environmental Review & Intra-system interfaces
  - Environmental:
    - Power: outlets, power draw, UPS, generator
    - Cabling: positions, training room, backroom
  - Adjuncts:
    - CAD: ALI spill to CAD
    - Recorder
    - Mapping
    - PBX
  - Physical space, furniture, & logistics
  - External interfaces: door access, alarms

It is important that your key operational decision makers participate in these design meetings. It is critical that you and Motorola Solutions understand the responsibilities of each entity in this process. The detailed discovery and full disclosure of all facets of the Call Flow (how the different types of trunks, lines and circuits that are answered at the PSAP locations are routed to and answered by the current communications systems) and the Work Flow (how Call Takers and Dispatchers interact with callers and each other) is critical in the design of the new system. This will ensure a smooth and comprehensive transition.

4.2.3 Project Plan Approval

Once the system design has been finalized, the Motorola Solutions PM will schedule resources for site implementation.

Motorola Solutions resources will be scheduled and dates communicated to the team members via the Motorola Solutions Project Schedule. The Motorola Solutions Schedule will be drafted and forwarded to team members for review and comment. This “First Pass” schedule will be used to present you with the initial deployment schedule. Once all feedback and changes have been received and integrated into the schedule, the Master Project Schedule will be created and communicated by Motorola Solutions. Once published and a baseline established, the Master Schedule will only be changed as per appropriately submitted change requests.

The Planning Phase ends when:

- The Project Plan has been approved
- System design and Call Flow are complete
- The Master Project Schedule has been developed and a consensus among concerned parties reached regarding deliverables and milestones
- A draft site cut plan has been developed
- A draft Acceptance Test Plan has been developed
- The materials purchased from Motorola Solutions ship to the site

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4.3 Phase II – Installation and Testing

Phase II is the period of time in which site preparation, site installation and testing take place. The project's implementation is accomplished to the degree that is possible without actually going "live", while minimizing disruption of the site's ongoing operations. The Motorola Solutions PM will coordinate the Phase II activities with you to minimize interference with other site activities, while ensuring that Motorola Solutions' implementation and testing are completed as per the Project Plan and the Master Project Schedule. Implementation and Testing milestones and deliverables will be documented and managed via the Master Project Schedule.

During this phase the components of the solution, including applications, servers, network components and data flow, are configured and readied for deployment. All network, regional and premise components are delivered, and the equipment rooms and other facilities are made ready.

4.3.1 Solution Staging

The process starts with the staging of the system equipment at Motorola Solutions. Your site equipment is assembled, configured and burned in with your specific site information, including but not limited to, system software, IP addresses, machine names, and line and trunk data. Your equipment is also quality-checked for any defects or errors, then packaged and shipped to site.

Staging increases efficiency by leveraging our technical expertise to help prevent out-of-box failures and performing initial configurations before equipment arrives on-site. Less on site installation time is required by staging and testing equipment in our facility. You have assurance that each site's equipment is configured and tested, reducing the risk of onsite equipment issues.

Once staged your system will be shipped to your site for inventory and installation.

4.3.2 Site Installation

The following outlines the general steps that will be required for system installation. Additional detail and steps will be added during project meetings.

- Unpack and inventory equipment
- Uninstall and set aside old equipment
- Placement of racks/cabinet
- If new cabling is required:
  - Run cable from Motorola Solutions Connector Blocks to backboard for all 9-1-1 trunks
  - Run cable from Motorola Solutions Connector Blocks to backboard for all administrative lines
  - Run LAN cables from Motorola Solutions rack/cabinet to all Motorola Solutions workstations; this includes providing an adequate number of cable runs for the voice/network, logging recorder, and any other equipment that may be required
  - Run LAN cables from any IP phones to the Motorola Solutions rack (if applicable)
- Physical installation of all new VESTA 9-1-1 servers and associated components at the identified backrooms (Host A & B)

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- Physical installation of any network equipment required: switches, routers, etc. and associated cabling provided by Motorola Solutions
- Physical installation of all new peripheral devices at all sites
- For each site, configure and make operable the system as documented in the Detail Design Document to include:
  - Configure all new VESTA 9-1-1 system servers.
  - Configure all new workstations purchased for the sites
  - Perform Router Configuration
  - Perform Firewall Configuration
- Manage all appropriate data and accounts for the VESTA 9-1-1 system
- Perform installation and configuration of the Motorola Solutions provided MIS solution.

4.3.3 Testing

Our plan includes performing various required tests using the agency's actual infrastructure, which is beneficial for the following reasons:

- Testing will be performed on the production solution – actual hardware
- Testing will be performed in the actual environment
- Testing will allow you to easily observe the process

Testing is one of the major aspects of your VESTA 9-1-1 project and its success will require combined concentrated effort by your personnel and Motorola Solutions.

Upon contract award, Motorola Solutions PM will work closely with you to review the System Acceptance Test Plan and make mutual agreed upon changes to the Test Plan. At the completion of the implementation, your designated participants and Motorola Solutions will execute the test plan that displays the system is functioning and configured as designed and document test results.

4.3.4 Lockdown

The Implementation and Testing Phase ends when:

- Site Implementation is complete
- The site testing has been completed to the degree agreed upon during the project planning process

At the conclusion of the site's implementation and testing, a lockdown (configuration freeze) period will begin and remain in effect until system cutover. During implementation and training, vendors/providers of each subsystem will have the opportunity to perform pre-approved nominal system testing without making any user application and configuration changes. The site lockdown will be scheduled via the Master Project Schedule.

4.3.5 Customer Responsibilities During Installation

Responsibilities shall include, but are not limited to:

- Dispose and remove of all old equipment and peripherals

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- Use reasonable efforts to provide supporting information to aid in the solution of any problems discovered during installation, implementation or post installation phases of this project
- Provide appropriate schedule notification and facility availability for VESTA 9-1-1 on-site services and training
- Notify and coordinate schedule changes with Motorola Solutions, which may require a Change Order (and potentially additional charges) dependent upon the change
- Assume sole responsibility for the accuracy and completeness of Customer-supplied data
- Provide dedicated (2) 20A 110V UPS protected power outlets for the facilities and appropriate grounding, or as determined by the site survey, for the proper operation of the emergency telephone and computer systems described herein
- Provide required (2) Layer 2 WAN connections for a Geo-diverse deployment between Host A and Host B. The Layer 2 bridged and transparent transport connections will terminate on Ethernet RJ-45 ports or SFP as applicable if Dark Fiber is used, on the core Vesta Cisco switches. Two transport circuits riding alternate routes for redundancy and survivability are required.
- Ensure WAN links adheres to specifications detailed in the Motorola IP Networking Guide as well as the Motorola Solutions Bandwidth Estimate.
- Provide a floor plan outlining where Motorola Solutions provided equipment is to be installed and position numbers for Call Taker, Dispatch, and Supervisor positions
- Ensure the operating environment is fully functional and meets VESTA 9-1-1 minimum operating requirements
- Provide the applicable broadband service for the VESTA 9-1-1 Virtual Private Network (VPN) for remote monitoring, support and troubleshooting connectivity
- Provide for, move, test and make operational or otherwise deliver CAMA trunks, administrative lines and other PSTN connections to the backboard demarcation at least 14 days prior to installation start date
- Provide for, move, test and make operational or otherwise deliver two (2) ALI circuit connections to the backboard demarcation at least 14 days prior to installation start date
- Provide facility specific work and activity, including, but not limited to, construction, core drilling, grounding, and any electrical or conduit needed to support the implementation
- Assist Motorola Solutions in securing any required security clearances, identification tags and other requirements for access to areas within the facility necessary for Motorola Solutions personnel to complete their project responsibilities under this agreement
- Provide the tap to the network clock, if applicable. This includes all interfaces necessary, preferably to provide the name/address of a timeserver on the network.
- Document and supply configuration information on the existing CPE
- Make available at the equipment rack, all remote access lines terminated on RJ 11 or RJ 45 jacks or contract with Motorola Solutions as required
- Ensure that or contract with Motorola Solutions to guarantee Intermediate Distribution Frame (IDF), wall boards and/or interconnect points appear in the immediate area where VESTA 9-1-1 servers are installed
- Administrative Printers
- Reuse the 7-foot 19-inch Equipment Racks

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- Reuse the NetClock 9483+3 port
- Reuse Existing Workstation Peripherals
  - Sound Arbitration Modules
  - SAM Speakers
  - Jackboxes
- Reuse Existing Mediant 1000 Gateways and Cards
- Reuse Existing Handset
- ALI Modem (If required)
- Workstation KVM (If required)
- Backroom UPS

4.4 Phase III – Cutover

Cutover is the primary focus of your NG9-1-1 project, its success will require a methodical focus on planning, executing, and monitoring. The cutover plan includes the fallback process to restore the system to the pre-migration operation in the event of a catastrophic failure.

The Cutover Plan defines the sequenced procedures and steps that will occur in the Cutover Phase to bring new equipment to an operational state, as well to transition services from the current equipment to the new. Appropriate safeguards are built in to ensure a cutover with minimal operational impact.

The Cutover Phase is the major transition point for the project. Motorola Solutions provided systems are brought on line and site's operations shift from the old equipment to the new equipment. Motorola Solutions' PM will work with your team to minimize the disruption for each PSAP. To that end, during the Planning Phase the decision will be made for the cutover plan. Examples of cutover options are as follows:

- Flash Cut: A flash cut requires a coordinated migration of 9-1-1 traffic to the PSAPs. Workstations at a site are cut over to the NG9-1-1. The benefit of a flash cut is that the PSAP personnel do not require temporary relocation to another PSAP that might not have the same radio or Computer Aided Dispatch (CAD) system, resulting in less disruption.
- Relocation Cut: You may choose to vacate their PSAP and operate at the alternate PSAP while their PSAP is upgraded. Once the upgrade is finished the personnel would systematically move to the new VESTA 9-1-1 system

The Draft Cutover Plan will specify specific tasks and responsibilities for Motorola Solutions provided systems, materials, and services. The Cutover Phase will be scheduled via the Master Project Schedule.

4.4.1 Motorola Solutions Responsibilities During Cutover

The Motorola Solutions PM will coordinate assignment of appropriate Motorola Solutions technical staff to support the transition to the new VESTA 9-1-1 system. Resource assignments will be planned and tracked via the Motorola Solutions Project Schedule.

- Pre-cut and Post-cut site testing will be performed in accordance with Motorola Solutions System Acceptance Test Plan that will be provided based on the type of system(s) purchased

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- The Motorola Solutions PM will track Motorola Solutions issues and/ or exceptions noted during the site cutover and report updates to your team for updates to the Issues Control Log
- The Cutover Phase will end when the project team agrees that all cutover objectives have been met

At the conclusion of the Cutover Phase, a meeting will be held with the project team members to discuss the cutover, any remaining Motorola Solutions issues, and to review the Post-Cutover Support Plan.

4.4.2 Customer Responsibilities During Cutover

The agency is responsible for the following during cutover:

- Schedule appropriate personnel to support the cutover
- Assume responsibility for cutover activities that are beyond the scope of Motorola Solutions deliverables as delineated in the approved Project Plan
- Coordinate third party services and/or activities during the cutover that are not Motorola Solutions deliverables, but may affect Motorola Solutions systems and/ or services. This includes, but is not limited to Telco's, third party venders, or other organizations that are participating in the cutover

4.5 Phase IV – Project Closure

Once all sites are operational and the post-cutover coverage is complete, the Project will move to closure phase. The project closure phase is the process of completing any open issues associated with the deployment of your project and to transition the project from Implementation to Support.

Project closure will occur when:

- All sites have cutover to the new VESTA 9-1-1 systems
- All on-site post cutover support has been completed
- All System Acceptance Testing has been successfully executed and approved by Cortland County Communications
- Cortland County Communications has signed the Site Acceptance document

The Motorola Solutions PM will ensure all issues have been resolved or assigned for resolution. Any open issues at time of closure are to be transitioned to Motorola Solutions Technical Support, Site Installation, and Verification Package.

4.5.1 Site Installation and Verification Package

Motorola Solutions will provide "as-built" documentation:

- CPE inventory, including a complete list of installed equipment
- Solution Overview / Detailed System Document
- System Diagrams
- IP Schema and Naming Convention

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- Bandwidth Estimates
- System Acceptance Test
- Other documentation as mutually agreed to by the parties

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Section 5

Equipment List

5.1 Cortland County Communications PSAP – Host A

VESTA® 9-1-1

Qty.	Part No.	Description	List Price	Offer Price	U/M	Total
		VESTA® 9-1-1				
1	870899-0104R7.9U	V911 R7.9 LIC/DOC/MED UPG	$0.00	$0.00	EA	**$0.00**
1	873099-03002U	V911 CAD INTF LIC UPGD	$0.00	$0.00	EA	**$0.00**
		VM Medium Server Bundle *Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.*				
1	853031-DLSVRGD-2	V-DL MED SVR BNDL GEO	$22,189.55	$17,468.73	EA	**$17,468.73**
1	870890-75002	VIRTUAL MEDIA SET R7.0 016	$0.00	$0.00	EA	**$0.00**
1	04000-68009	V-SVR BASIC SPT 5YR	$595.00	$559.30	EA	**$559.30**
		VESTA® 9-1-1 Features				
		VESTA® SMS *Note: Customer is responsible for Text Control Center (TCC) services and network charges.*				
1	870891-66301	VESTA 9-1-1 SMS LIC	$0.00	$0.00	EA	**$0.00**
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB *Note: Annual Subscription - Year 1*	$0.00	$0.00	EA	**$0.00**
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB *Note: Annual Subscription - Year 2*	$0.00	$0.00	EA	**$0.00**
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB *Note: Annual Subscription - Year 3*	$0.00	$0.00	EA	**$0.00**
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB *Note: Annual Subscription - Year 4*	$0.00	$0.00	EA	**$0.00**

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1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB *Note: Annual Subscription - Year 5*	$0.00	$0.00	EA	**$0.00**
2	03800-03070	FIREWALL 60F *Note: Firewall supports Call and Text Handling for ESInet Interface Module (EIM), Text to 9-1-1 and Direct PSAP Interconnect (DPI).*	$744.00	$699.36	EA	**$1,398.72**
2	03800-03075	WARR FIREWALL 60F 5YR	$771.00	$724.74	EA	**$1,449.48**
2	809800-00200	CFG NTWK DEVICE	$198.51	$188.00	EA	**$376.00**
		VESTA RapidSOS				
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB *Note: Annual Subscription - Year 1*	$1,231.44	$881.72	EA	**$881.72**
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB *Note: Annual Subscription - Year 2*	$1,231.44	$881.72	EA	**$881.72**
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB *Note: Annual Subscription - Year 3*	$1,231.44	$881.72	EA	**$881.72**
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB *Note: Annual Subscription - Year 4*	$1,231.44	$881.72	EA	**$881.72**
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB *Note: Annual Subscription - Year 5*	$1,231.44	$881.72	EA	**$881.72**
		Geo Diverse Add On License				
1	BA-MGD-VSSL-M	GEO-DIV LIC MIG SYS	$0.00	$0.00	EA	**$0.00**
		VESTA® 9-1-1 Advanced Enhanced Operations *Note: RapidSOS Requires Advanced Support*				
6	PS-0SQ-VSML-M	VS BSC MLTP SEAT LIC NFEE	$0.00	$0.00	EA	**$0.00**
6	PA-0AD-VSSL	VADV LIC ADD-ON	$0.00	$0.00	EA	**$0.00**
6	SS-0AD-VSSL-5Y	SPT VADV 5YR	$8,447.40	$6,909.00	EA	**$41,454.00**
6	809800-35130	V911 SW SPT TRNSFR	$0.00	$0.00	EA	**$0.00**
		VESTA® 9-1-1 IRR Module				
6	873099-00502U	V911 IRR LIC UPGD	$0.00	$0.00	EA	**$0.00**

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6	809800-35114	V911 IRR SW SPT 5YR	$1,029.60	$842.24	EA	**$5,053.44**
6	809800-35130	V911 SW SPT TRNSFR	$0.00	$0.00	EA	**$0.00**
		VESTA® Workstation Equipment				
6	61000-409620	DKTP ELITE MINI 800 G6 W/O OS	$1,437.00	$1,350.78	EA	**$8,104.68**
6	04000-00448	WINDOWS 10 LTSC LIC 21H2	$142.00	$133.48	EA	**$800.88**
6	63000-241692	MNTR 24IN FP WIDE SCR LED	$476.25	$447.44	EA	**$2,684.64**
6	64007-50022	KEYPAD 24-KEY USB CBL 25FT	$217.00	$144.76	EA	**$868.56**
6	65000-00197	KIT CBL DP/USB 15FT EXT	$26.25	$25.38	EA	**$152.28**
6	02800-20501	HDST 4W MOD ELEC MIC BLK	$46.25	$44.18	EA	**$265.08**
6	03044-20000	HDST CORD 12FT 4W MOD BLK	$5.00	$4.70	EA	**$28.20**
6	809800-35109	V911 IWS CFG	$400.00	$376.00	EA	**$2,256.00**
6	809800-35108	V911 IWS STG FEE	$600.00	$564.00	EA	**$3,384.00**
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	$60.00	$0.00	EA	**$0.00**
		Note: Customer to reuse SAM, Speakers and Jackboxes.				
		VESTA® 9-1-1 Admin Printer *Note: Customer to provide printer.*				
		Network Equipment *Note: Firewall supports Remote and Internet Access for Managed Services, Remote position access and RapidSOS.*				
1	03800-03070	FIREWALL 60F	$744.00	$699.36	EA	**$699.36**
1	03800-03075	WARR FIREWALL 60F 5YR	$771.00	$724.74	EA	**$724.74**
1	809800-00201	VPN CFG SVCS	$298.51	$282.00	EA	**$282.00**
2	04000-09206	SWITCH 9200 24-PORT W/24X7 5YR	$6,977.00	$6,558.38	EA	**$13,116.76**
2	04000-02919	USB CONSOLE CBL *Note: The Cisco Catalyst 9200/9300 switch supports a variety of optional network modules for uplink ports (the default configuration does not include any network modules). Network modules are priced separately and quoted upon request.*	$120.00	$112.80	EA	**$225.60**
2	04000-01086	GBIC SFP MOD GLC-BX-U	$1,873.00	$1,105.44	EA	**$2,210.88**
		Peripherals & Gateways				

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		Note: Customer to reuse (2) M1K Gateways Onsite.				
2	04000-00190	SW SPT M1000 GATEWAY 5YR	$3,000.00	$2,820.00	EA	**$5,640.00**
2	04000-00119	MED 1000 FXS-O BNDL	$529.00	$390.10	EA	**$780.20**
		Rack & Peripheral Equipment *Note: Customer to reuse 19IN Equipment Rack & Peripherals Onsite*				
		Time Synchronization Equipment *Note: Customer to reuse Time Sync Equipment with Antenna and Netclock Cables.*				
				VESTA 9-1-1 Subtotal		**$114,392.13**

VESTA® Analytics

Qty.	Part No.	Description	List Price	Offer Price	U/M	Total
		VESTA® Analytics Standard - Multi Product Purchase				
1	873391-00301	V-ANLYT USER LIC	1,231.34	$1,057.50	EA	**$1,057.50**
6	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG	0.00	$0.00	EA	**$0.00**
6	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR	784.80	$642.02	EA	**$3,852.12**
				VESTA Analytics Subtotal		**$4,909.62**

Managed Services

Qty.	Part No.	Description	List Price	Offer Price	U/M	Total
		Monitoring & Response (M&R): Activation Fee *Note: M&R Activation Fees will apply if M&R services are disabled prior to receipt of a PO for the M&R support renewal.*				
1	809800-14151	M&R ACT FEE, MED SITE	3,432.84	$3,243.00	EA	**Optional**
		Monitoring, PM & AV Service: Servers				

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		Note: Includes (1) DDS Server, (1) VESTA Analytics Server.				
1	04000-00398	M&R SVR AGENT LIC	734.33	$578.10	EA	**$578.10**
1	809800-16365	M&R PM AV SVR SRVC 5YR	9,601.20	$8,245.68	EA	**$8,245.68**
		Monitoring, PM & AV Service: Workstations *Note: Includes (6) Workstations, (1) Management Console, (3) Laptops (In order to provide Managed Services offerings for CommandPOST positions, they are required to be connected to the VESTA 9-1-1 system and active at all times.).*				
10	04000-00399	M&R WKST AGENT LIC	214.93	$169.20	EA	**$1,692.00**
10	809800-16381	M&R PM AV WKST SRVC 5YR	3,960.00	$3,400.92	EA	**$34,009.20**
		Monitoring, PM & AV Service: IP Devices *Note: Includes (1) Virtual Host/Machine, (1) MDS Server, (2) ASN Servers, (2) Gateways, (1) Firewall, (2) Firewalls for EIM/SMS, (2) Cisco Switches.*				
11	04000-00400	M&R NETWORK/IP AGENT LIC	117.91	$94.00	EA	**$1,034.00**
11	809800-16347	M&R IP DEVICE SRVC 5YR	2,541.60	$1,891.28	EA	**$20,804.08**
				Managed Services Subtotal		**$66,363.06**

Optional Parts/Spares

Qty.	Part No.	Description	List Price	Offer Price	U/M	Total
		Gateways and Equipment				
1	04000-00116	MED 1000 FXO-LS BNDL	554.00	$407.02	EA	**$407.02**
1	04000-00119	MED 1000 FXS-O BNDL	529.00	$390.10	EA	**$390.10**
1	04000-00132	MED 1000B PWR SPLY BNDL	595.00	$417.36	EA	**$417.36**
1	04000-00144	MED 1000B CPU BNDL	974.00	$829.08	EA	**$829.08**
		ProDesk Mini Workstation Equipment				
1	853030-00302	V911 SAM HDWR KIT	2,520.00	$2,329.32	EA	**$2,329.32**
1	853004-00401	SAM EXT SPKR KIT	250.00	$235.00	EA	**$235.00**
1	64007-50022	KEYPAD 24-KEY USB CBL 25FT	217.00	$144.76	EA	**$144.76**
1	63000-241692	MNTR 24IN FP WIDE SCR LED	476.25	$447.44	EA	**$447.44**

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		Optional Parts/Spares Subtotal				**$5,200.08**

Extended Warranties

Qty.	Part No.	Description	List Price	Offer Price	U/M	Total
1	04000-01621	***Server Extended Warranty*** *Note: Includes (1) VESTA 9-1-1 Server.* WARR NBD DL380G10 5YR *Note: Upgrade & uplift from 3 yr warranty 9x5 NBD to 5 yrs, 9x5 NBD response time.*	4,385.07	$3,451.68	EA	**$3,451.68**
7	04000-01594	***Workstation Extended Warranty*** *Note: Includes (6) Workstations, (1) Management Console.* WARR NBD 600/705/800/805 G2/G3/G4/G5/G6 5YR *Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.*	171.64	$135.36	EA	**$947.52**
		Extended Warranties Subtotal				**$4,399.20**

VESTA® Services

Qty.	Part No.	Description	List Price	Offer Price	U/M	Total
		Field Engineering Services				
480	809800-17007	FIELD ENG-STANDARD	149.25	$117.50	EA	**$56,400.00**
		Services to Support VESTA® SMS				
90	809800-17006-SMS	FIELD ENG-EXPRESS SMS	108.96	$86.48	EA	**$7,783.20**
43	809800-51007-SMS	PROJECT MGMT - REMOTE SMS COORDINATION	150.00	$141.00	EA	**$6,063.00**
1	000001-06805-SMS	E-LEARN V9-1-1 SMS ADMIN DELTA TR - SMS SVC	738.81	$581.86	EA	**$581.86**

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		Note: Remote Field Engineering support to perform the configuration of VESTA SMS. Services include: ** Firewall Configuration* ** VESTA 911 / VESTA SMS configuration* ** Import of VESTA SMS VM's (if applicable)* ** Preparation of screen layouts* ** TCC Testing* ** Carrier Testing* ** Express Field Engineering Services* ** Remote Project Management* ** E-Learn SMS Admin Delta Training Course*				
		Project Management Services				
7	809800-51009	PROJECT MGMT - SUPPORT *Note: Support PM is Remote only.*	1,983.00	$1,824.00	EA	**$12,768.00**
		MSI Direct Services				
1	809800-17035	MSI DIRECT SITE READINESS SVCS *Note: Cold Install/Rack and Stack*	24,025.87	$22,584.32	EA	**$22,584.32**
1	809800-51010	MSI DIRECT PM	10,531.91	$9,900.00	EA	**$9,900.00**
1	809800-17045	MSI DIRECT MAINT SVC - 5YR	143,617.02	$135,000.00	EA	**$135,000.00**
		Training				
1	000001-06708	V9-1-1 ADMIN FOR COMPLEX *Note: VESTA® 9-1-1 Complex Admin bundle includes (1) 2 day class of Admin training for up to 8 students. Includes trainer's daily training expenses and travel. Complex Admin training provides training on Multi-Agency, Roles Based Routing and Event Notification features.*	7,761.19	$7,332.00	EA	**$7,332.00**
3	000001-06806	E-LEARN V9-1-1 SMS AGENT DELTA TRNG *Note: E-Learning for VESTA SMS AGENT is a computer-based training course. The course is for up to a maximum of 10 students. E-Learning course is available for each student for 365 days.*	440.30	$346.86	EA	**$1,040.58**

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		VESTA Services Subtotal				$259,452.96

5.2 Cortland County Communications Backup – Host B

VESTA® 9-1-1

Qty.	Part No.	Description	List Price	Offer Price	U/M	Total
		VESTA® 9-1-1				
1	870899-0104R7.9U	V911 R7.9 LIC/DOC/MED UPG	$0.00	$0.00	EA	**$0.00**
1	873099-03002U	V911 CAD INTF LIC UPGD	$0.00	$0.00	EA	**$0.00**
		VM Medium Server Bundle *Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.*				
1	853031-DLSVRGD-2	V-DL MED SVR BNDL GEO	$22,189.55	$17,468.73	EA	**$17,468.73**
1	870890-75002	VIRTUAL MEDIA SET R7.0 016	$0.00	$0.00	EA	**$0.00**
1	04000-68009	V-SVR BASIC SPT 5YR	$595.00	$559.30	EA	**$559.30**
		VESTA® 9-1-1 Features				
		VESTA® SMS *Note: Customer is responsible for Text Control Center (TCC) services and network charges.*				
1	870891-66301	VESTA 9-1-1 SMS LIC	$0.00	$0.00	EA	**$0.00**
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB *Note: Annual Subscription - Year 1*	$0.00	$0.00	EA	**$0.00**
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB *Note: Annual Subscription - Year 2*	$0.00	$0.00	EA	**$0.00**
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB *Note: Annual Subscription - Year 3*	$0.00	$0.00	EA	**$0.00**
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB *Note: Annual Subscription - Year 4*	$0.00	$0.00	EA	**$0.00**
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB *Note: Annual Subscription - Year 5*	$0.00	$0.00	EA	**$0.00**

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2	03800-03070	FIREWALL 60F *Note: Firewall supports Call and Text Handling for ESInet Interface Module (EIM), Text to 9-1-1 and Direct PSAP Interconnect (DPI).*	$744.00	$699.36	EA	**$1,398.72**
2	03800-03075	WARR FIREWALL 60F 5YR	$771.00	$724.74	EA	**$1,449.48**
2	809800-00200	CFG NTWK DEVICE	$198.51	$188.00	EA	**$376.00**
		VESTA RapidSOS				
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB *Note: Annual Subscription - Year 1*	$1,231.44	$881.72	EA	**$881.72**
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB *Note: Annual Subscription - Year 2*	$1,231.44	$881.72	EA	**$881.72**
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB *Note: Annual Subscription - Year 3*	$1,231.44	$881.72	EA	**$881.72**
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB *Note: Annual Subscription - Year 4*	$1,231.44	$881.72	EA	**$881.72**
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB *Note: Annual Subscription - Year 5*	$1,231.44	$881.72	EA	**$881.72**
		Geo Diverse Add On License				
1	BA-MGD-VSSL-M	GEO-DIV LIC MIG SYS	$0.00	$0.00	EA	**$0.00**
		VESTA® 9-1-1 Advanced Enhanced Operations *Note: RapidSOS Requires Advanced Support*				
4	PS-0SQ-VSML-M	VS BSC MLTP SEAT LIC NFEE	$0.00	$0.00	EA	**$0.00**
4	PA-0AD-VSSL	VADV LIC ADD-ON	$0.00	$0.00	EA	**$0.00**
4	SS-0AD-VSSL-5Y	SPT VADV 5YR	$8,447.40	$6,909.00	EA	**$27,636.00**
4	809800-35130	V911 SW SPT TRNSFR	$0.00	$0.00	EA	**$0.00**
		VESTA® 9-1-1 IRR Module				
4	873099-00502U	V911 IRR LIC UPGD	$0.00	$0.00	EA	**$0.00**
4	809800-35114	V911 IRR SW SPT 5YR	$1,029.60	$842.24	EA	**$3,368.96**
4	809800-35130	V911 SW SPT TRNSFR	$0.00	$0.00	EA	**$0.00**
		VESTA® Workstation Equipment				
4	61000-409620	DKTP ELITE MINI 800 G6 W/O OS	$1,437.00	$1,350.78	EA	**$5,403.12**
4	04000-00448	WINDOWS 10 LTSC LIC 21H2	$142.00	$133.48	EA	**$533.92**
4	63000-241692	MNTR 24IN FP WIDE SCR LED	$476.25	$447.44	EA	**$1,789.76**
4	64007-50022	KEYPAD 24-KEY USB CBL 25FT	$217.00	$144.76	EA	**$579.04**

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4	65000-00197	KIT CBL DP/USB 15FT EXT	$26.25	$25.38	EA	**$101.52**
4	02800-20501	HDST 4W MOD ELEC MIC BLK	$46.25	$44.18	EA	**$176.72**
4	03044-20000	HDST CORD 12FT 4W MOD BLK	$5.00	$4.70	EA	**$18.80**
4	809800-35109	V911 IWS CFG	$400.00	$376.00	EA	**$1,504.00**
4	809800-35108	V911 IWS STG FEE	$600.00	$564.00	EA	**$2,256.00**
1	870890-07501	CPR/SYSPREP MEDIA IMAGE *Note: Customer to reuse SAM, Speakers and Jackboxes.*	$60.00	$0.00	EA	**$0.00**
		VESTA® 9-1-1 Admin Printer *Note: Customer to provide printer.*				
		Network Equipment *Note: Firewall supports Remote and Internet Access for Managed Services, Remote position access and RapidSOS.*				
1	03800-03070	FIREWALL 60F	$744.00	$699.36	EA	**$699.36**
1	03800-03075	WARR FIREWALL 60F 5YR	$771.00	$724.74	EA	**$724.74**
1	809800-00201	VPN CFG SVCS	$298.51	$282.00	EA	**$282.00**
2	04000-09206	SWITCH 9200 24-PORT W/24X7 5YR	$6,977.00	$6,558.38	EA	**$13,116.76**
2	04000-02919	USB CONSOLE CBL *Note: The Cisco Catalyst 9200/9300 switch supports a variety of optional network modules for uplink ports (the default configuration does not include any network modules). Network modules are priced separately and quoted upon request.*	$120.00	$112.80	EA	**$225.60**
2	04000-01085	GBIC SFP MOD GLC-BX-D	$1,873.00	$1,105.44	EA	**$2,210.88**
		Peripherals & Gateways *Note: Customer to reuse (2) M1K Gateways Onsite.*				
2	04000-00190	SW SPT M1000 GATEWAY 5YR	$3,000.00	$2,820.00	EA	**$5,640.00**
2	04000-00119	MED 1000 FXS-O BNDL	$529.00	$390.10	EA	**$780.20**
		Rack & Peripheral Equipment *Note: Customer to reuse 19IN Equipment Rack & Peripherals Onsite*				
		Time Synchronization Equipment				

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		Note: Customer to reuse Time Sync Equipment with Antenna and Netclock Cables.				
				VESTA 9-1-1 Subtotal		**$92,708.21**

VESTA® Analytics

Qty.	Part No.	Description	List Price	Offer Price	U/M	Total
		VESTA® Analytics Standard - Multi Product Purchase				
1	873399-00103.6U	V-ANLYT 3.6 MED UPGD	0.00	$0.00	EA	**$0.00**
1	873391-00501U	V-ANLYT STD LIC UPGD	0.00	$0.00	EA	**$0.00**
4	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG	0.00	$0.00	EA	**$0.00**
4	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR	784.80	$642.02	EA	**$2,568.08**
		VESTA® Analytics Standard Server Equipment for Virtualized Server Bundle				
		Note: Additional Hardware to be installed in DDS-B Server.				
1	BA-M00-ASA0-3	V-ANLYT STD ADD-ON	9,797.01	$7,712.70	EA	**$7,712.70**
				VESTA Analytics Subtotal		**$10,280.78**

Managed Services

Qty.	Part No.	Description	List Price	Offer Price	U/M	Total
		Monitoring, PM & AV Service: Servers				
		Note: Includes (1) DDS Server, (1) VESTA Analytics Server.				
2	04000-00398	M&R SVR AGENT LIC	734.33	$578.10	EA	**$1,156.20**
2	809800-16365	M&R PM AV SVR SRVC 5YR	9,601.20	$8,245.68	EA	**$16,491.36**
		Monitoring, PM & AV Service: Workstations				
		Note: Includes (4) Workstations, (1) Management Console.				
5	04000-00399	M&R WKST AGENT LIC	214.93	$169.20	EA	**$846.00**
5	809800-16381	M&R PM AV WKST SRVC 5YR	3,960.00	$3,400.92	EA	**$17,004.60**

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		Monitoring, PM & AV Service: IP Devices *Note: Includes (1) Virtual Host/Machine, (1) MDS Server, (1) ASN Server, (2) Gateways, (1) Firewall, (2) Firewalls for EIM/SMS, (1) 8TB NAS Device, (2) Cisco Switches.*				
11	04000-00400	M&R NETWORK/IP AGENT LIC	117.91	$94.00	EA	**$1,034.00**
11	809800-16347	M&R IP DEVICE SRVC 5YR	2,541.60	$1,891.28	EA	**$20,804.08**
				Managed Services Subtotal		**$57,336.24**

Extended Warranties

Qty.	Part No.	Description	List Price	Offer Price	U/M	Total
		Server Extended Warranty *Note: Includes (1) VESTA 9-1-1 Server.*				
1	04000-01621	WARR NBD DL380G10 5YR *Note: Upgrade & uplift from 3 yr warranty 9x5 NBD to 5 yrs, 9x5 NBD response time.*	4,385.07	$3,451.68	EA	**$3,451.68**
		Workstation Extended Warranty *Note: Includes (4) Workstations, (1) Management Console.*				
5	04000-01594	WARR NBD 600/705/800/805 G2/G3/G4/G5/G6 5YR *Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.*	171.64	$135.36	EA	**$676.80**
				Extended Warranties Subtotal		**$4,128.48**

VESTA® Services

Qty.	Part No.	Description		Offer Price	U/M	Total
		Project Management Services ***MSI Direct Services*** *Note: MSI Services Quoted on Side A Tab*				
						$0.00

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		VESTA Services Subtotal		

5.3 Optional CommandPost Refresh

VESTA® CommandPOST

Qty.	Part No.	Description	List Price	Offer Price	U/M	Total
		VESTA® 9-1-1 Advanced Enhanced Operations *Note: RapidSOS Requires Advanced Support*				
3	PS-0SQ-VSML-M	VS BSC MLTP SEAT LIC NFEE	$0.00	$0.00	EA	**$0.00**
3	PA-0AD-VSSL	VADV LIC ADD-ON	$0.00	$0.00	EA	**$0.00**
3	SS-0AD-VSSL-5Y	SPT VADV 5YR	$8,447.40	$6,909.00	EA	**$20,727.00**
3	809800-35130	V911 SW SPT TRNSFR	$0.00	$0.00	EA	**$0.00**
		VESTA® 9-1-1 IRR Module				
3	873099-00502U	V911 IRR LIC UPGD	$0.00	$0.00	EA	**$0.00**
3	809800-35114	V911 IRR SW SPT 5YR	$1,029.60	$842.24	EA	**$2,526.72**
3	809800-35130	V911 SW SPT TRNSFR	$0.00	$0.00	EA	**$0.00**
		CommandPOST Hardware				
3	61050-G819605-5Y	HP LAPTOP W/O OS & WARR 5YR	$3,048.75	$2,866.06	EA	**$8,598.18**
3	04000-00448	WINDOWS 10 LTSC LIC 21H2	$142.00	$133.48	EA	**$400.44**
3	65000-00263	DOCK STATION THUNDERBOLT KIT	$632.50	$595.02	EA	**$1,785.06**
3	64021-10025	KYBD/MOUSE BNDL	$77.00	$51.70	EA	**$155.10**
3	63000-241692	MNTR 24IN FP WIDE SCR LED	$476.25	$447.44	EA	**$1,342.32**
3	64007-50022	KEYPAD 24-KEY USB CBL 25FT	$217.00	$144.76	EA	**$434.28**
3	853004-00301	CPOST SAM HDWR KIT	$3,600.00	$3,216.68	EA	**$9,650.04**
3	853004-00401	SAM EXT SPKR KIT	$250.00	$235.00	EA	**$705.00**
3	809800-35109	V911 IWS CFG	$400.00	$376.00	EA	**$1,128.00**
3	809800-35108	V911 IWS STG FEE	$600.00	$564.00	EA	**$1,692.00**
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	$60.00	$0.00	EA	**$0.00**
		VESTA® Analytics Licensing & Support				
3	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG	$0.00	$0.00	EA	**$0.00**
3	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR	$784.80	$642.02	EA	**$1,926.06**
		VESTA CommandPOST Subtotal				**$51,070.20**

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Managed Services

Qty.	Part No.	Description	List Price	Unit Price	U/M	Total
		Monitoring, PM & AV Service: Workstations *Note: M&R Quoted on Side A Tab.*				
				Managed Services Subtotal		**$0.00**

VESTA® Services

Qty.	Part No.	Description	List Price	Unit Price	U/M	Total
		Project Management Services				
		MSI Direct Services				
1	809800-17035	MSI DIRECT SITE READINESS SVCS *Note: Cold Install/Rack and Stack*	2,716.50	$2,553.51	EA	**$2,553.51**
1	809800-51010	MSI DIRECT PM	3,159.57	$2,970.00	EA	**$2,970.00**
1	809800-00132	MSI DIRECT ENGINEERING SERVICES	8,149.50	$7,660.53	EA	**$7,660.53**
1	809800-17045	MSI DIRECT MAINT SVC - 5YR	43,085.11	$40,500.00	EA	**$40,500.00**
				VESTA Services Subtotal		**$53,684.04**

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Section 6

Pricing Summary

6.1 VESTA 9-1-1 Solution

Summary - 5 YEAR		
Hardware Refresh		
Hardware/Software	$	124,334.28
Implementation, Project Management and Training	$	124,452.96
Software Support	$	222,507.40
24x7 Onsite Maintenance	$	135,000.00
Hardware Warranties	$	4,348.44
Extended Warranties	$	8,527.68
Discount valid if Purchase Order is received on or before December 22, 2022	$	(51,202.82)
VESTA 9-1-1	**$**	**567,967.94**
Optional Items		
CommandPOST	*$*	*104,754.24*

*** Quote is valid for 90 days from the date of this proposal.**

6.2 Payment Terms

For the purchase financed through Motorola, please refer to the payment schedule included in the Lease-Purchase Agreement.

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Section 7

Communications System and Service Agreement

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Communications System and Services Agreement

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

Section 1 ATTACHMENTS

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

Exhibit A "Motorola Software License Agreement"
Exhibit B "Payment"
Exhibit C Technical and Implementation Documents
- C-1 "System Description" dated _____
- C-2 "Pricing Summary & Equipment List" dated _____
- C-3 "Implementation Statement of Work" dated _____
- C-4 "Acceptance Test Plan" or "ATP" dated _____
- C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

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

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

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

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

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

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

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to

recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

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

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

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

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

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

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

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

"Motorola Software" means software that Motorola or its affiliated companies owns.

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

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

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

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

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum

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and/or SOW.

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

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

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

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

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

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

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

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

"System Acceptance" means the Acceptance Tests have been successfully completed.

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

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

Section 3 SCOPE OF AGREEMENT AND TERM

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

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform

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this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

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

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

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

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

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

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License

Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

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

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

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

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

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

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

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found

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to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

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

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

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

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

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

Section 5 PERFORMANCE SCHEDULE

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

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

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

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

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6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

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

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

E-INVOICE. To receive invoices via email:
Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC(optional) Email: _____

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

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

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

Section 7 SITES AND SITE CONDITIONS

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

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

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

Section 8 TRAINING

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

Section 9 SYSTEM ACCEPTANCE

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

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

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

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

Section 10 REPRESENTATIONS AND WARRANTIES

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

Customer changes to load usage or configuration outside the Specifications.

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

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

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

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

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

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

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS

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AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

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

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

Section 12 DISPUTES

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

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

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

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

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

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

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Party.

Section 13 DEFAULT AND TERMINATION

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

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

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

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

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

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

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by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

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

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

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

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

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

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

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

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created

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solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

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

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

Section 17 GENERAL

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

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

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

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

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority

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to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

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

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

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

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

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

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

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17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

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

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

Motorola Solutions, Inc.	**Customer**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and _____ (“Licensee”).

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

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3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

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

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

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

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written

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consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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

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

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

Section 9 Commercial Computer Software

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

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

Section 10 CONFIDENTIALITY

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

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concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

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

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

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

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

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

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

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Exhibit B
PAYMENT

For the purchase financed through Motorola, please refer to the payment schedule included in the Lease-Purchase Agreement.

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EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

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

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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10/12/22

Cortland County
60 Central Ave
Cortland NY 13045

RE: Municipal Lease # 25327

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the communications solution to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25327 are valid for contracts that are executed and returned to Motorola on or before **December 22 2022**. After **12/22/22**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

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

Motorola Solutions, Inc.
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

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

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address _____

_____

E-mail Address: _____

Attention: _____

Phone: _____

2. Lessee County Location: _____

3. Federal Tax I.D. Number _____

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing:_____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

_____

_____

_____

Phone: _____

Fax: _____

7. Payment remit to address**:** **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

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EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25327

LESSEE:

Cortland County
60 Central Ave
Cortland NY 13045

LESSOR:

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

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

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

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

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

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

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

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

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

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

5.1 EXECUTORY CONTRACT. For purposes of Section 109-b(2)(f) of the General Municipal Law of the State of New York, Lessor and Lessee hereby agree that this Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of such Lease, and no liability on account thereof shall be incurred by Lessee beyond the amount of such monies. This Lease is not a general obligation of Lessee. Neither the full faith and credit nor the taxing power of Lessee are pledged to the payment of any amount due or to become due under this Lease. It is understood that neither this Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of this Lease.

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

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

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

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

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

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

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

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

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

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss") , Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next

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Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

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

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

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

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

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

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

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or

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observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

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

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

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

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

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

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

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments

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executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

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

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of December 2022.

LESSEE:
Cortland County

By:_____
Title:_____

LESSOR:
MOTOROLA SOLUTIONS, INC.

By:_____
Title: Assistant Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)
appointed and acting Secretary or Clerk of **Cortland County,** an entity duly organized and existing under the laws of the **State of New York** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25327**, between **Cortland County** and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds $1,000,000**,** attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **Cortland County** , hereto this _____ day of December, 2022

By: _____ SEAL
(Signature of Secretary/Clerk)

OPINION OF COUNSEL

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With respect to that certain Equipment Lease-Purchase Agreement 25327 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

_____

Attorney for **Cortland County**

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SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A Lease Number: **25327**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25327** ("Lease"), between Lessor and **Cortland County** **,** Lessee.

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

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

Initial Term: 60 Months

Commencement Date: **12/15/2022**
First Payment Due Date: **12/15/2023**

5 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of $0.00, payable on the Lease Payment Dates set forth in Schedule B.

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Cortland County (Schedule B)

Compound Period:	Annual
Nominal Annual Rate:	4.730%

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Lease	12/15/2022	$ 567,967.94	1		
2	Lease Payment	12/15/2023	$ 130,208.69	5	Annual	12/15/2027

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	12/15/2022				$567,967.94
1	12/15/2023	$ 130,208.69	$ 26,864.88	$103,343.81	$464,624.13
2	12/15/2024	$ 130,208.69	$ 21,976.72	$108,231.97	$356,392.16
3	12/15/2025	$ 130,208.69	$ 16,857.35	$113,351.34	$243,040.82
4	12/15/2026	$ 130,208.69	$ 11,495.83	$118,712.86	$124,327.96
5	12/15/2027	$ 130,208.69	$ 5,880.73	$124,327.96	$ -
Grand Totals		$ 651,043.45	$ 83,075.51	$567,967.94	

INITIAL INSURANCE REQUIREMENT: $567,967.94

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

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EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25327** to that Equipment Lease Purchase Agreement number **25327** will be maintained by Cortland County (**Lessee)** as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

_____
Name of insurance provider

_____
Address of insurance provider

_____
City, State and Zip Code

_____
Phone number of local insurance provider

_____
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25327**, **Cortland County,** hereby certifies that following coverage are or will be in full force and effect:

Type	**Amount**	**Effective Date**	**Expiration Date**	**Policy Number**
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:
Description: All Equipment listed on Schedule A number 25327 to that Equipment Lease Purchase Agreement number 25327. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25327 and list any deductibles.

Certificate Holder:
MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
500 W. Monroe
Chicago IL 60661

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

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

1. What is the specific use of the equipment?

2. Why is the equipment essential to the operation of **Cortland County?**

3. Does the equipment replace existing equipment?

   If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

   If yes, please attach outline of justification.

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

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EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

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

Equipment Lease Purchase Agreement No.: 25327 Lease Schedule A No. : 25327

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25327. See Schedule A for a detailed Equipment List.

LESSEE:

Cortland County

By: _____

Date: _____

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CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease #25327) held on December _____, 2022, the following resolution was introduced and adopted.
BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between Cortland County (Lessee) and Motorola Solutions, Inc. (Lessor).

2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

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

Form **8038-G** (Rev. September 2018)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1 Issuer's name Cortland County	2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 60 Central Ave	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code Cortland NY 13045	7 Date of issue 12/15/22
8 Name of issue Equipment Lease-Purchase Agreement 25327	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	567,967.94
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☑		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/15/27	$ 567,967.94	$ 567,967.94	5 years	4.73 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	567,967.94
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	567,967.94

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Attachment: Cortland County Comm, NY_Motorola Solutions VESTA 9-1-1 HW Refresh Firm Proposal (MSI3461998E) 100622 Final Combined

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)			
c	Enter the name of the GIC provider ▶			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____

c Enter the EIN of the issuer of the master pool bond ▶ _____

d Enter the name of the issuer of the master pool bond ▶ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶ _____

c Type of hedge ▶ _____

d Term of hedge ▶ _____

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ _____

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

Attachment: Cortland County Comm, NY_Motorola Solutions VESTA 9-1-1 HW Refresh Firm Proposal (MSI3461998E) 100622 Final Combined

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DEPARTMENT: Emergency Communications CONTRACT NO.

The County of Onondaga (County) and Motorola Solutions, Inc. (Contractor) at 500 W. Monroe Street, Chicago, IL 60661, understand and agree that:

TERM

The term of this agreement shall be October 1, 2021 through September 30, 2026.

This agreement may be terminated without cause, by County or Contractor, by either's giving written notice of termination to the other at least 30 days in advance of termination. This agreement may be terminated for cause, by County, by County's giving written or oral notice of termination to Contractor at any time.

Except as is otherwise stated in this agreement, neither County nor Contractor shall have or make any claim for damages against the other for the other's terminating this agreement.

SCOPE OF SERVICES

Contractor shall provide the goods, equipment, work, or services being a VESTA Upgrade services for the Onondaga County Department of Emergency Communications primary and secondary call center. The Communications Center is seeking hardware, software, installation, training, help-desk, and follow on support services. The full scope of services is outlined in County's March 10, 2021 Request for Proposal numbered 21-3400-001 (RFP # 21-3400-001) and Contractor's April 2, 2021 proposal in response to RFP # 21-3400-001 both of which are attached hereto and incorporated herein and made a part of this agreement as Exhibit "A" and "B".

No goods, equipment, work, or services may be provided under this agreement until County and Contractor have signed the writing of this agreement and notice to proceed has been given to Contractor by County.

COMPENSATION

County shall pay Contractor, in consideration of all goods, equipment, work, or services furnished by Contractor under this agreement, an amount not to exceed $2,485,393.56 (Two Million Four Hundred Eighty-Five Thousand Three Hundred Ninety-Three Dollars and Fifty-Six Cents) as stated in the Costing Proposal included in Exhibit "B".

All payment shall be made in accordance with procedures established by County's comptroller. The Onondaga County Department of Emergency Communications is hereby designated to act on behalf of County in directing and reviewing Contractor's services. Contractor shall report directly to Kevin Spraker, Supervisor of Dispatch Operations or other designee.

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

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DEFEND, INDEMNIFY, AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless County, and County's agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to tangible property to the extent arising out of the performance of the Agreement and caused by (i) the negligent acts or omissions of the Contractor, it's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the negligent breakage of any tools, supplies, scaffolding or other equipment used by or furnished to Contractor, it's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This provision shall not be construed to require the Contractor to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

LIABILITY INSURANCE

Contractor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A. M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

Contractor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Contractor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract and workers compensation, shall be endorsed by the insurer to include County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary. Contractor shall give County written notice of any

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termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202.

Contractor shall obtain these insurance contracts:

Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising, in an amount of $2 million for each occurrence of, and in an amount of $3 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in an amount of $2 million for each occurrence of, and in an amount of $2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Professional liability errors and omissions insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, in a minimum amount arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in an amount of $2 million for each claims of, and in an amount of $4 million for any aggregate of claims of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

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Contractor shall deliver to County's Department of Law, before this agreement may be performed, and at policy renewal during term of contract, as evidence that Contractor has obtained the insurance as required by this agreement, an ACORD 25 form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Contractor.

WORKERS' COMPENSATION AND DISABILITY BENEFITS

This agreement shall be void and of no effect unless Contractor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

Contractor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Contractor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Contractor's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as

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disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

LIMITATION OF LIABILITY

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence strict liability in tort, indemnification, or otherwise will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. Although the parties acknowledge the possibility of which losses or damages, they agree that Motorola will not be liability for any commercial loss, inconvenience; loss of use, time, data good will, revenues, profits or savings; or other special, incidental, indirect, or consequential damages in any way related to or arising from this agreement, the sale or use of the equipment or software, or the performance of services by Motorola pursuant to this agreement. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provisions.

ASSIGNMENT

Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Contractor's right, title, or interest in this agreement, or Contractor's power to execute this agreement, to any other person or entity without the previous consent in writing of County.

INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Neither Contractor, nor Contractor's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

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CONFLICT OF INTEREST

At the time Contractor submits a bid, or if no bid is submitted, prior to performing any services under this agreement, Contractor shall deliver to County's Department of Law, the attached affidavit certifying that Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Contractor. Contractor assumes full responsibility for knowing whether Contractor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Contractor shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Contractor, Contractor's officers, Contractor's employees, Contractor's agents, and Contractor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Contractor shall suspend all work and services, and County's payments to Contractor shall be suspended pending final approval by County or County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Contractor, and Contractor shall disclose the same. Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (l) payor or party for services on the same project or related project. Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this agreement pertains. If applicable, Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Contractor's officers, Contractor's employees, Contractor's agents, or Contractor's servants shall be deemed a conflict of interest of Contractor, giving rise to the duty to disclose.

Contractor shall not disclose any data, facts or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law.

LICENSES AND PERMITS

Contractor shall obtain at Contractor's own expense all licenses or permits required for Contractor's services or work under this agreement, prior to the commencement of Contractor's services or work.

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APPROPRIATIONS

This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

AGREEMENT MODIFICATIONS

This agreement represents the entire and integrated agreement between County and Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This agreement may be amended only by a writing signed by County and Contractor.

SEVERABILITY

If any term or provision of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

CLAUSES REQUIRED BY LAW

Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement, and shall have the full force and effect of law.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a court of competent jurisdiction in Onondaga County or the Northern District of New York, and Contractor consents to such jurisdiction. County does not agree to arbitration.

SUSPENSION AND DEBARMENT

Contractor certifies that, except as noted, Contractor and any person associated with Contractor in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

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IN WITNESS WHEREOF, County and Contractor have executed the writing of this agreement on the dates hereafter written.

County of Onondaga

Dated: 7/21/2021

By: DocuSigned by: ED7048CACD364AD...

J. Ryan McMahon, II, County Executive

PMK

Motorola Solutions, Inc.

Dated: 7/16/2021

By: DocuSigned by: 601A7612FF47417...

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

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Conflict of Interest Affidavit

State of New Jersey)
County of Passaic) ss.:

Roy Kirchner , being duly sworn, deposes and says:
Print Name

Motorola Solutions, Inc. (Contractor) agrees that Contractor has no interest and will not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of the services to be rendered to the County of Onondaga (County).

Contractor further agrees that, in the rendering of services to County, no person having any such interest shall knowingly be employed by Contractor.

Contractor's Signature

Sworn to before me on this
15th day of July 2021

Notary Public Signature

CHRISTINA ALBANESE
Commission # 2206967
Notary Public, State Of New Jersey
My Commission Expires
August 17, 2024

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Onondaga County
Executive Department
Division of Purchase
John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202
www.ongov.net
Phone (315) 435-3458

J. RYAN MCMAHON, II
County Executive

DANIEL HAMMER
Director

DATE: March 10th, 2021

Subject: Request for Proposal #21-3400-001
Onondaga County Emergency Communications
VESTA Call System Upgrades

Dear Vendor:

Enclosed is an Onondaga County Request for Proposal (RFP) seeking a contract to provide VESTA Upgrade Services for the Onondaga County Department of Emergency Communications. The County is seeking a quality firm to provide high quality services.

Please review the attached materials and respond in accordance with the instructions in the RFP. If you have technical questions relating to the scope of services or questions relating to the RFP process, please contact the undersigned. Otherwise, the only permissible County contacts for vendors regarding this RFP are listed in Sections 4.1, 4.2, and 4.3 or are otherwise identified in the document.

Thank you for your anticipated interest in this service to Onondaga County. If it is not your intention to submit a proposal, please notify us in writing before the proposal close date.

Sincerely,

DocuSigned by:
Daniel Hammer
57E9E966235047B...

Daniel Hammer
Purchasing Director

Attachments

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

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1. INTRODUCTION AND INSTRUCTIONS

1.1. RFP Certification: Pursuant to the provisions of New York State General Municipal Law, the Onondaga County Division of Purchase certifies the services required are not subject to competitive bidding under the professional service exemption and Onondaga County Purchasing rules require selection of services through a Request for Proposal process.

1.2. Schedule of Events. The schedule of events set out herein represents the County of Onondaga's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be sent out as an official, written addendum prior to the closing date of this RFP. After the close of the RFP, the County reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, contract award and the contract term on an as-needed basis with or without notice.

Release Date:	03/10/21	Proposal Submission Deadline:	04/02/21
Pre-Proposal Meeting:	N/A	Expected Award Date:	TBD
Final Date for Submission of Questions:	03/19/21	Expected Contract Start Date:	TBD
Addendum Answering all Questions Issued by County	03/24/21		

1.3. Submission of Proposals

1.3.1. Sealed Proposals, (one (1) original and one (1) electronic copy – in the form of a compact disk or flash drive), shall be submitted to the Onondaga County Division of Purchase the John H. Mulroy Civic Center, 421 Montgomery Street, 13th Floor, Syracuse, New York, no later than 4:00 p.m., April 2, 2021. Note: Packages not containing the required number of copies will be rejected.

1.3.2. No proposal will be considered which is not accompanied by pricing as requested and signed by an authorized official of the firm.

1.3.3. Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.

1.3.4. Proposal information is restricted and not publicly available until after the award of the Contract.

1.3.5. Responses to this RFP may require that potential vendors include corporate information that is proprietary. All RFP materials are subject to the Federal and State Freedom of Information Laws, unless marked in advance as proprietary. You may NOT protect the entire RFP response or the pricing pages as proprietary. Should a request be filed to view the RFP responses, all material marked proprietary will be redacted. Should additional justification be required to protect a section, it will be the vendor's responsibility to qualify the section under the proprietary exemption. The County reserves the right to release sections which as a matter of law do not meet the standard to be exempted, regardless of how they were marked by the vendor.

1.4. Modifications or Withdrawal of Proposal A proposal that is in the possession of Division of Purchase may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. Fax, telephone or verbal alterations will not be accepted. A proposal that is in the possession of the Division of Purchase may be withdrawn by the vendor up to the time of the opening. Failure of the successful Vendor to furnish the service awarded, as a result of this advertisement, shall eliminate the Vendor from the active Vendors list for a period of time as determined by the Purchasing Director.

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1.5. Award and Contract Information

1.5.1. Onondaga County encourages its contractors to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers. MWBE and EEO compliance and participation will be a priority in evaluating responses to this RFP.

Onondaga County requires all respondents to this RFP for professional services: (1) to be a certified MWBE prime contractor, or (2) to subcontract services and/or purchase supplies from a MWBE partner (or MWBE Partners) sufficient so that not less than 30% of the total value of the work and supplies purchased by the County from your company, or, if such 30% requirement is unattainable, to submit a written explanation for why the 30% requirement is unattainable, along with a description of any attempted efforts to meet the 30% requirement. The County will consider M/WBE contractors that have applied for New York State Certification. Onondaga County will consider on a case by case basis City of Syracuse or other M/WBE certifications your company has attained.

Suppliers that submit proposals in response to this RFP will be required to submit a conceptual plan identifying the services and / or supplies that will be subcontracted or purchased, respectively, from your identified M/WBE partners.

1.5.2. The Vendor also agrees that should this firm be awarded a Contract, Vendor will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.

1.5.3. The Vendor expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and shall use the highest standards of professional workmanship.

1.5.4. Onondaga County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so.

1.5.5. The successful Vendor will be required to enter into and sign a formal Contract with the County with reasonable adjustments acceptable to the County. This RFP and the response of the successful vendor will become a part of the Contract and will be in effect for the duration of the contract period The Contract language will control over any language contained within this RFP that conflict with the signed and fully executed Contract.

1.5.6. The successful Vendor shall comply with the Americans With Disabilities Act.

1.5.7. Onondaga County will make this contract available to all municipalities, subject to eligibility under state law. Contractors can provide substantially the same goods and services under the same terms and conditions detailed in the RFP, provided local law permits and the requesting municipality makes their own payment arrangements. The vendor may not increase the price on the contract but may negotiate a reduction. Onondaga County is not responsible for determining a municipality's ability to piggyback, and that right is reserved exclusively to local counsel. Although extension of the contract to additional municipalities is optional for the vendor, providing this service is a priority for the County.

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Onondaga County
Executive Department
Division of Purchase
John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202
www.ongov.net
Phone (315) 435-3458

J. RYAN MCMAHON, II
County Executive

DANIEL HAMMER
Director

REQUEST FOR PROPOSAL

TITLE: VESTA Call System Upgrades
NUMBER: #21-3400-001

CLOSING DATE AND TIME: April 2, 2021, 4:00 P.M.

DELIVER TO: Onondaga County Division of Purchase, address above

In compliance with the RFP specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror.

By my signature, below, Contractor subscribes and Contractor affirms as true under penalties of perjury the following statement:

> By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record:
_____

State of Incorporation _____Telephone number_____

Mailing Address_____

Federal I.D. number_____

Authorized signature_____

Typed or Printed Name_____

Title of Authorized Person_____

Receipt of Addenda Nos. _____is hereby acknowledged. (Where none received, place the figure (0) Zero in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED

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PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (https://www.ny.gov/combating-sexual-harassment-workplace/employers)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification**; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

****

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: _____ Date: _____

Signature of Authorized Person: _____

Printed Name and Title
of Authorized Person: _____

REQUEST FOR PROPOSAL

TITLE: VESTA Call System Upgrades

NUMBER: #21-3400-001

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2. ONONDAGA COUNTY GREEN AND SUSTAINABLE PRACTICES

Sustainable Practices: It is the goal of Onondaga County to limit its carbon footprint and the environmental impact of its activities through its carbon calculator by achieving 1% each year over the next 25 years. If contractor participates in any sustainable practices such as but not limited to alternative fuels in contractor vehicles, recyclable materials used in advertising, or sustainable features at any support facilities, please include them here for consideration. County may consider high priority sustainability solutions of the contractor after reviewing full and compliant responses to inquiries made in the RFP.

3. PROPOSAL SUBMITTAL

3.1. Original Proposal The complete proposal must be submitted in a sealed package with one (1) original and one (1) electronic copy, prior to the opening date and time. All proposals shall be marked VESTA Call System Upgrades, #21-3400-001. Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

3.2. Proposal Format Proposals must be typed or printed on 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed with tabs delineating each section. Pages must be sequentially numbered within major document sections, which are clearly defined below. Sales materials or brochures, if submitted, must be in a separately bound appendix. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

3.2.1. Cover Page:
- 3.2.1.1. Full proposal name and number.
- 3.2.1.2. Submission date and time.
- 3.2.1.3. Prime Contractor name (Onondaga County/Vendor who is responsible).

3.2.2. Table of Contents:
- 3.2.2.1. All items listed in Proposal Format in the sequence listed.

3.2.3. Executive Summary:
- 3.2.3.1. Summarize understanding of the scope of the RFP (project).
- 3.2.3.2. Explain how your solution or approach addresses the requirements provided in this RFP.
- 3.2.3.3. Provide a summary or overview of each proposed solution, for each corresponding component of Scope of Work offered in this proposal.
- 3.2.3.4. State exceptions and omissions to stated requirements.
- 3.2.3.5. Summarize any assumptions (made by the Vendor) in order to adequately respond to the requirements of this RFP.
- 3.2.3.6. Summarize all resources, assumed or expected, to be provided by Onondaga County. This summary should clearly identify what the Vendor expects or anticipates by way of County personnel or resources. This is to be summarized by component.

3.2.4. Compliance Statement:
- 3.2.4.1. State agreement with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.

3.2.5. Project Coordination and Scheduling
- 3.2.5.1. Provide a work plan with start date, duration and physical requirements. To be provided for each component if proposed separately.

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3.2.6. Vendor Responsibilities

3.2.6.1. Proposal Certification, Verification, and Signature. Proposals not signed by authorized officer of the Vendor's organization will be eliminated.

3.2.6.2. It is the sole responsibility of the VENDOR to assure that they have received the entire Request for Proposal. Proposal and any addenda may be secured by contacting the Division of Purchase.

4. QUESTIONS

4.1. During the period between the earliest notice of the RFP to vendors and the contract award, no county employee can accept oral, written, or electronic contact from vendors regarding the procurement, except as authorized in Section 4 of the RFP. All proposals will remain sealed until after the submission deadline.

4.2. All questions regarding the RFP must be submitted in writing to:

Daniel Hammer, Director
Onondaga County Division of Purchase
John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202

4.3. Questions may also be directed by email to rfp@ongov.net. All questions must be received by the date listed in Section 1.2 (Schedule of Events) of this RFP.

5. REIMBURSEMENT/GIFTS

5.1. Denial of Reimbursement The County will not reimburse vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

5.2. Gratuity Prohibition Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee or agent of the County for the purpose of influencing consideration of this proposal.

6. GENERAL PROVISIONS

6.1. DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless County, and County's agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Contractor, it's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Contractor, it's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Contractor to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

6.2. Insurance

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6.2.1. Liability Insurance

Contractor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A. M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

6.2.2. Contractor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Contractor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202. Each insurance contract shall be approved and accepted by County.

6.2.3. Contractor shall obtain these insurance contracts:

6.2.3.1. Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount $1 million for each occurrence of, and in a minimum amount of $2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

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6.2.3.2. Automobile liability insurance contract that shall obligate the insurer to provide persona injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of $1 million for each occurrence o death or injury of any person, or injury to the economic interests of any person, or loss o destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest t happen of complete performance, final payment, expiration of any period of warranty, o expiration of any period for correction of work, in the performance of, or in connection with, o collateral to, this agreement.

6.2.3.3. Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial genera liability insurance contract, automobile liability insurance contract, and professional liability insurance contract required by this agreement, in a minimum amount of $1 million for eac occurrence of death or injury of any person, or injury to the economic interests of any person or loss or destruction of, or damage to, property, in each policy period, and be in effec continuously from the day of the making of this agreement through the day which is at leas three years after the day of the latest to happen of complete performance, final payment expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

6.2.3.4. Professional liability insurance contract that shall obligate the insurer to provide persona injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the insured's business trade, occupation, or practice of a profession for which a license is required by a governmenta authority of the state of New York, in a minimum amount of $2 million for each occurrence of and in a minimum amount of $4 million for any aggregate of occurrences of, death or injury o any person, or injury to the economic interests of any person, or loss or destruction of, o damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effec continuously from the day of the making of this agreement through the day which is at leas three years after the day of the latest to happen of complete performance, final payment expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

6.2.3.5. Contractor shall deliver to County's Department of Law, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Contractor has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Contractor and copies of the declarations of each insurance contrac referred to in the form certificate of insurance. At the request of County, Contractor shal deliver to County's Department of Law a copy of any insurance contract required by this agreement.

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6.2.4. WORKERS' COMPENSATION AND DISABILITY BENEFITS

6.2.4.1. This agreement shall be void and of no effect unless Contractor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2. Contractor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Contractor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Contractor's delivering to County's Department of Law that New York State Workers Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

6.2.4.2.1. 1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as workers compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.2. 2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.3. 3. Board form GSI-105.2, completed by the group self-insurance administrator showing that Contractor, and other person or entity making or performing this agreement has secured compensation, by being a participant in a workers' compensation group self insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.4. 4. Board form CE-200 bearing an exemption certificate number issued by Board showing that Contractor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.5. 5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.6. 6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.7. 7. Board form CE-200 bearing an exemption certificate number issued by Board showing that Contractor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.3. Assignment Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Contractor's right, title, or interest in this agreement, or Contractor's power to execute this agreement, to any other person or entity without the previous consent in writing of County.

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6.4. Independent Contractor Contractor is an independent contractor. Neither Contractor, nor Contractor's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

6.5. Conflict of Interest At the time Contractor submits a response, or if no response is submitted, prior to performing any services under this agreement, Contractor shall deliver to County's Department of Law, the attached affidavit certifying that Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Contractor. Contractor assumes full responsibility for knowing whether Contractor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Contractor shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Contractor, Contractor's officers, Contractor's employees, Contractor's agents, and Contractor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Contractor shall suspend all work and services, and County's payments to Contractor shall be suspended pending final approval by County or County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Contractor, and Contractor shall disclose the same. Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (l) payor or party for services on the same project or related project. Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the projec to which this agreement pertains. If applicable, Contractor shall disclose further the direct or indirec acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Contractor's officers, Contractor's employees, Contractor's agents, or Contractor's servants shall be deemed a conflict of interest of Contractor, giving rise to the duty to disclose.

Contractor shall not disclose any data, facts or information concerning services performed for County o obtained while performing such services, except as authorized by County in writing or as may be required by law.

6.6. Account Representative The successful Vendor shall appoint, by name, a company representative who shall be responsible for servicing this account. The representative shall be responsible to provide the services required to insure that the account would be administered in an organized systematic manner.

6.7. Responsiveness Vendors are expected to examine specifications, schedules and instructions included in the package. Failure to do so will be at the Vendor's risk.

6.8. Effective Dates of Proposal All terms, conditions and costs quoted in the Vendor's response will be binding on the vendor for 180 days from the last date to submit the proposal.

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6.9. Advertising Award The successful Vendor must receive written approval from the County before advertising the award of the contract or the services to be provided under the contract. The Vendor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the County.

6.10. Beginning Work The successful Vendor will not commence any work, which could be billed, until a valid contract has been executed between the Vendor and the County.

6.11. Statement of Assumptions The Vendor will clearly describe any assumptions made (by them) in order to successfully complete the proposal. These assumptions include, but are not limited to, any assumptions that Onondaga County will provide space, people, materials and other resources, etc.

6.12 Contract The contract between the County and the Vendor shall include:

6.12.1 The Request for Proposal (RFP) and any amendments thereto, and the proposal submitted by the contractor in response to the RFP. In the event of a conflict in language between the RFP and the proposal, the provisions and requirements set forth and/or referenced in the RFP shall govern. Onondaga County reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

6.12.2 The standard Onondaga County Vendor contract, a copy of which is available upon request.

6.13 Extensions and Amendment Contract will be for three (3) year(s) with two (2) possible one (1) year extensions requiring mutual consent of the County and the Vendor. In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.

6.14 Replacement Contract In the event a replacement contract is not issued, any contract let and awarded hereto under by the County may be extended unilaterally by the County, for an additional period of one month, upon notice to the contractor, with the same terms and conditions as the original contract. With the concurrence of the vendor this extension may be for a period of up to three months, however the extension terminates should the replacement contract be issued in the interim. The County reserves the right to unilaterally extend such contract for an additional period of one month, upon notice to the contractor, with the same terms and conditions as the original contract. With the concurrence of the vendor this extension may be for a period of up to three months.

6.15 Audit The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

6.16 Ownership of Documents/Work Product It is agreed that all finished or unfinished documents, data, or reports, prepared by contractor under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.

6.17 Proprietary Information All RFP materials are subject to a Freedom of Information Request under the New York State Public Officers Law. If any request is received regarding this RFP, you will be afforded the opportunity to submit justification to exempt any section you have identified in your proposal as proprietary. The county will not accept any request by a potential vendor to declare the whole RFP response as proprietary, or to declare any pricing pages as proprietary. The county reserves the right to determine whether the proposal will be released in whole or in part.

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6.18 Appropriations This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyonc monies appropriated and available for the purpose thereof.

6.19 Funding Onondaga County warrants that the funds are available during the current fiscal period, and that the County shall use its best efforts to obtain funds to make payments in each subsequent fiscal period through the end of the contract term. If a funding request to the Legislative body for any part of the contract term is denied, the County may terminate the contract on the last day of the fiscal period for which funds have been appropriated.

6.20 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a court of competent jurisdiction in Onondaga County, and Contractor consents to such jurisdiction. County does not agree to arbitration.

6.21 Preparation of Proposal

6.21.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements set forth in the Request for Proposal.

6.21.2 In case of error in the extension of prices in the proposal, unit prices will govern.

6.21.3 Vendors are expected to examine special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the Vendor's risk.

6.21.4 Failure to respond (i.e. submission of a proposal, or notice in writing that you are unable to offer but wish to remain on the active mailing list) to Request for Proposals will be understood by the Onondaga County to indicate a lack of interest and will result in the removal of the firm's name from the applicable mailing list.

7. SCOPE OF SERVICE

7.1. Introduction Onondaga County Emergency Communications is seeking a turnkey upgrade for its primary and secondary call centers. The Communications Center is seeking hardware, software, installation, training, help-desk, and follow on support services. The proposed solution will comply and meet both the current requirements of Onondaga County E9-1-1 and the NG9-1-1 requirements of tomorrow.

7.2. Operational Configurations

7.2.1. Configuration A - Primary Call Center

- (28) Call Taker positions with single 22-inch LED monitors, VESTA 9-1-1 Advanced Enhanced Operations license

  At each position:
  - 24-key Genovation keypad with 25FT cable
  - VESTA CDR License
  - VESTA 9-1-1 IRR License
  - Heads-Up Display Viewer License
  - VESTA Activity View License
  - VESTA Analytic License
- (2) Enhanced IP Phones
- (4) Enhanced Soft Phone Positions
  - VESTA Analytic User License
  - VESTA CDR License
- VESTA SMS - integrated Text-To-9-1-1 services

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- RapidSOS Integration via the Enhanced Data Window
- VESTA 9-1-1 Multi-Queue Display
- (3) Firewall 60E
- (2) Switch 2960-X+CBL 48 Port
- (36) CAMA Trunks
- (1) VESTA 9-1-1 Admin Printer
- ESInet Interface Module (EIM) - NG9-1-1 core functions and capabilities for future ESInet deployment
- MIS - Call management and reporting system
  - VESTA Analytics
    - Server 2U DL380/G10
      - ♦ Advance Reporting package
  - VESTA 9-1-1 Activity View
  - VESTA 9-1-1 Heads-Up Display Viewer
    - (4) Administrative Workstation
    - (3) Monitor 55" with speak and wall mount bracket
  - VESTA 9-1-1 CDR Module
- (2) VESTA CommandPOST – portable laptop position, docking station, 22-inch monitors, 24-key Genovation keypad, VESTA 9-1-1 Advanced Enhanced Operations License
  - VESTA 9-1-1 IRR license
  - VESTA 9-1-1 CDR license
  - VESTA Analytics license
  - VESTA Activity View license

7.2.2. Configuration B – Secondary Call Center

- (17) Call Taker positions with single 22-inch LED monitors, VESTA 9-1-1 Advanced Enhanced Operations license
  - At each position:
    - 24-key Genovation keypad with 25FT cable
    - VESTA CDR License
    - VESTA 9-1-1 IRR License
    - Heads-Up Display Viewer License
    - VESTA Activity View License
    - VESTA Analytic License
- (3) Enhanced Aastra IP phones
    - VESTA Analytics User License
    - VESTA CDR License
  - VESTA 9-1-1 Heads-Up Display Viewer
    - (2) Monitor 55" with speak and wall mount bracket
- (3) Firewall 60E
- (2) Switch 2960-X+CBL 48 Port
- (12) CAMA
- (1) VESTA 9-1-1 Admin Printer

7.3 System Wide Requirements

- Onondaga County-wide data collection and reporting services on all 9-1-1 transactions
- System and component level monitoring, alarming, diagnostics and reporting services
- The refresh will include the replacement of all workstations, servers, gateways and switches.
- All-inclusive software support, updates, and upgrades for the contract term

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- 24/7/365 help desk, trouble ticketing and customer support services
- The respondent must provide a service level agreement that includes an on-site response guarantee of no more than 2 hours for any issue impacting the county's ability to process 9-1-1 calls.

7.4 Installation

7.4.1 Project managers must have documented experience with geo-diverse VESTA 9-1-1 projects. That experience must also include experience in Vesta Heads-Up Display and Real Time Control features, as well as Text-to-911 integration.

7.4.2 Field Engineers and other technical staff must be certified Vesta technicians deploying Vesta 9-1-1 projects.

7.5 Post Installation Support

7.5.1 Respondents must supply a single point of contact with direct access to the Motorola Solutions emergency call handling network security operations center (NSOC) in Temecula, CA, and must have an established procedure in place for coordinating on services issues.

7.5.2 Field service technicians assigned to support the system must be supplied by Vesta 9-1-1 certified field service technicians.

7.5.3 Field service technicians assigned to support the system must be able to respond to the Onondaga County's Primary and Secondary call centers within 30 minutes.

7.6 Personnel

The technical portion of your proposal shall, at a minimum, include the following:

7.6.2 A project organization chart identifying the make-up of your team and identifying the officer responsible for the project, project manager, other key staff, and their involvement on the project.

7.6.3 Resumes for the individuals identified on the organization chart indicating their name, title, reporting office location, project assignment, and relevant experience.

7.6.4 The name and involvement of any subcontractor or subcontractors to be utilized on the project.

7.7 References Please provide the names of current and past accounts of similar size and configuration. Include (a) a current, long-term customer, (b) a current customer implemented in the past 18 months.

7.8 Costing Proposal

7.8.1 Include in your pricing proposal the cost for any hardware, software, implementation, project management, training, software support, managed services, 5 year extended PC/SVR Warranties, and additional support as described at any point throughout the proposal.

7.8.2 Include costs associated with any additional services you will provide

7.8.3 Include hourly labor rates for additional services during regular business (8am-5pm), overtime hours, and holiday hours

7.8.4 Include a percentage discount off MSRP for any additional equipment not listed specifically in the proposal.

7.8.5 Include a percentage discount off MSRP for any pieces of individual equipment listed specifically in the proposal.

7.8.6 Prices should be per year for the anticipated duration of the contract.

7.8.7 Annual maintenance cost for maintenance and onsite technician must be broken out by year for five years.

7.8.8 Optional pricing for suggested spare hardware to purchase.

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8. EVALUATION METHODOLOGY

8.1. Onondaga County reserves the right to award this contract in part or as a whole to qualified vendor or vendors. Award will be selected based on evaluation of which vendor is most responsive and responsible, and not solely on the basis of prices.

8.2.Criteria to be evaluated by the County and will include the following:

Compliance with the RFP format requirements
Experience
Future Contract Costs and Risks
Company Statistics
Responsiveness to the items in Section 7, Scope of Work
References
Price
Oral Presentations
Credibility of Vendor
Minority and Women's Business Enterprises Compliance
Sustainability Solutions and Practices

.

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Exhibit "B"

PROPOSAL TO
Onondaga County Emergency Communications

VESTA Call System Upgrades

REQUEST FOR PROPOSAL NO. 21-3400-001 **April 2, 2021**

MOTOROLA SOLUTIONS

1.5 Inch Binder Cover v1

Customer Instructions

Please keep all text and graphics in the content area between side panels (Crop Marks)
When printing to Mimeo only submit your completed cover file for the binder size you desire.

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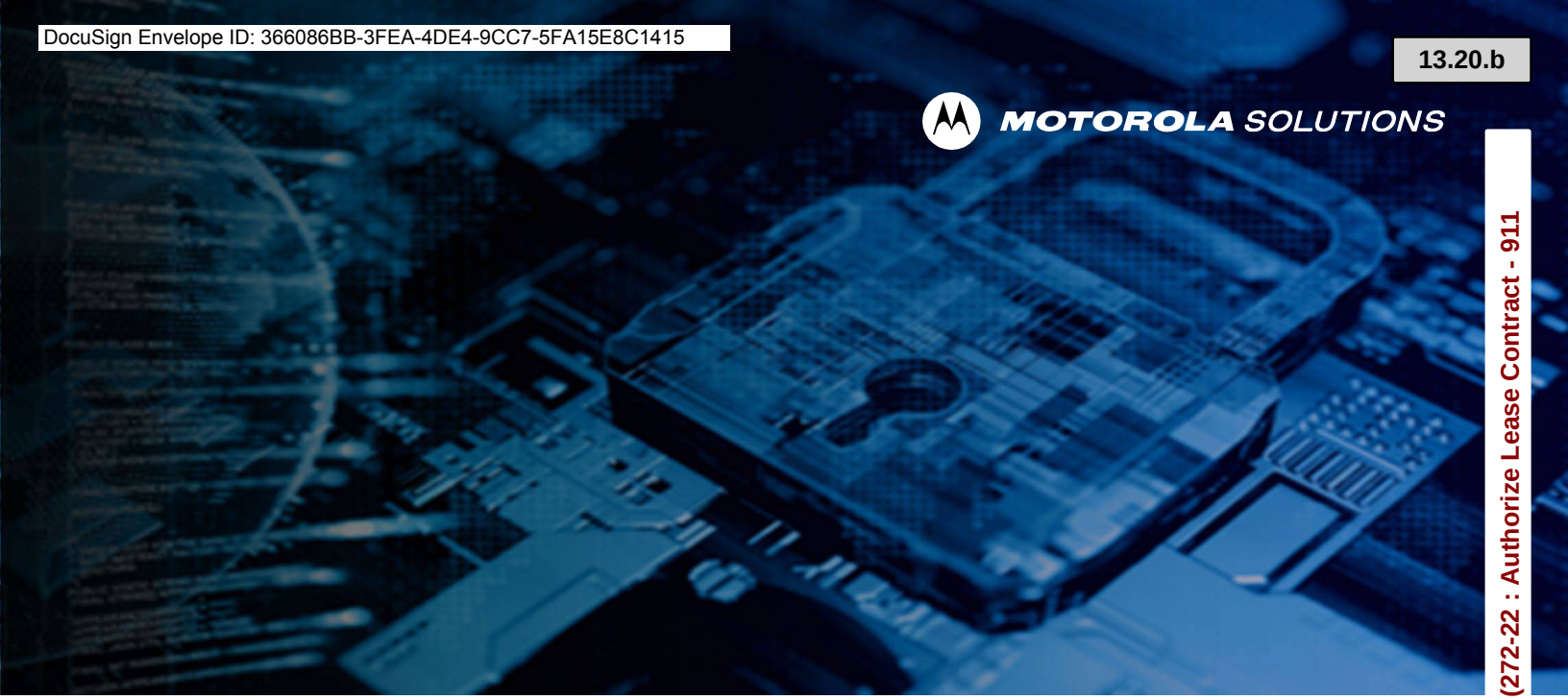

MOTOROLA SOLUTIONS

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Request for Proposal

Onondaga County Emergency Communications

Onondaga County Emergency Communications VESTA Call System Upgrades

#21-3400-001

April 2, 2021

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

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Section 1. Cover Letter

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Motorola Solutions, Inc.
123 Tice Boulevard, Suite 202
Woodcliff Lake, NJ 07677

Telephone: +1 201.949.5500
Fax: +1 201.949.5799

April 2, 2021 at 4:00pm

Daniel Hammer, Director
Onondaga County Division of Purchase
John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202

Subject: Request for Proposal, VESTA Call System Upgrades - #21-3400-001

Dear Director Hammer:

Motorola Solutions, Inc (Motorola Solutions) is pleased to present Onondaga County with this proposal to answer the County's needs for your VESTA® 9-1-1 system. As the manufacturer and sole developer of this state-of-the-art, integrated, emergency call handling system, and operator of the 9-1-1 industry's premier Network Security and Operations Center (NSOC), no one is more qualified or better positioned to provide exceptional support to protect the county's investment in 9-1-1 technology. Motorola Solutions will be the prime contractor providing all the materials and labor required to deliver the proposed NG9-1-1 system and the personnel to support it after implementation; we are the only one-provider solution.

The VESTA 9-1-1 system at Onondaga County is currently being supported by Motorola Solutions. Our deep engineering knowledge of your system dating back to the original installation 5 years ago, coupled with our extensive history in Onondaga County and our long-standing relationship with the local telephone service, is a distinct advantage to you. Further, as the only provider with experience with Real Time Control (RTC) and Heads-Up Display (HUD), and how they work together, Motorola is uniquely positioned to understand and maintain Onondaga County's use of these advanced features.

The essential on-site response component of support will be fulfilled with Motorola Solutions employees who are fully trained and certified in VESTA 9-1-1. The technicians who are currently dedicated to supporting your system today reside within Onondaga County. This level of support cannot be matched, as we will not be utilizing outsourced personnel.

Motorola Solutions, a strong Fortune 500 company, is the industry's premier supplier of radio communications and integrated solutions, possessing many unique capabilities that allow us to offer our customers effective solutions to their complex operational issues. Our primary goal is to provide Onondaga County with a solution that improves the safety level of your residents, responders, and visitors. Simultaneously, we are committed to contributing to the Onondaga County Department of Emergency Communications' increase in productivity and organizational profitability, while always seeking customer satisfaction.

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MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
123 Tice Boulevard, Suite 202
Woodcliff Lake, NJ 07677

Telephone: +1 201.949.5500
Fax: +1 201.949.5799

We look forward to continuing the partnership with Onondaga County to maximize the value of the County's investment in VESTA 9-1-1 by providing the best support in the industry. Our existing valued relationship with Onondaga County, combined with our established industry-wide reputation for outstanding service and customer support, makes Motorola Solutions the best choice for your long term needs in emergency call handling. No one understands the VESTA 9-1-1 infrastructure better than us.

If you have any questions, please contact Greg DeWolf, Senior Account Manager - NG9-1-1 Solutions at (315) 879-9690. We look forward to your positive review of our proposal and bid response, and to helping the County achieve its emergency communications goals and objectives.

Sincerely,

Ken Rey
VP MSSSI & Director Software Sales

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Section 2. Executive Summary

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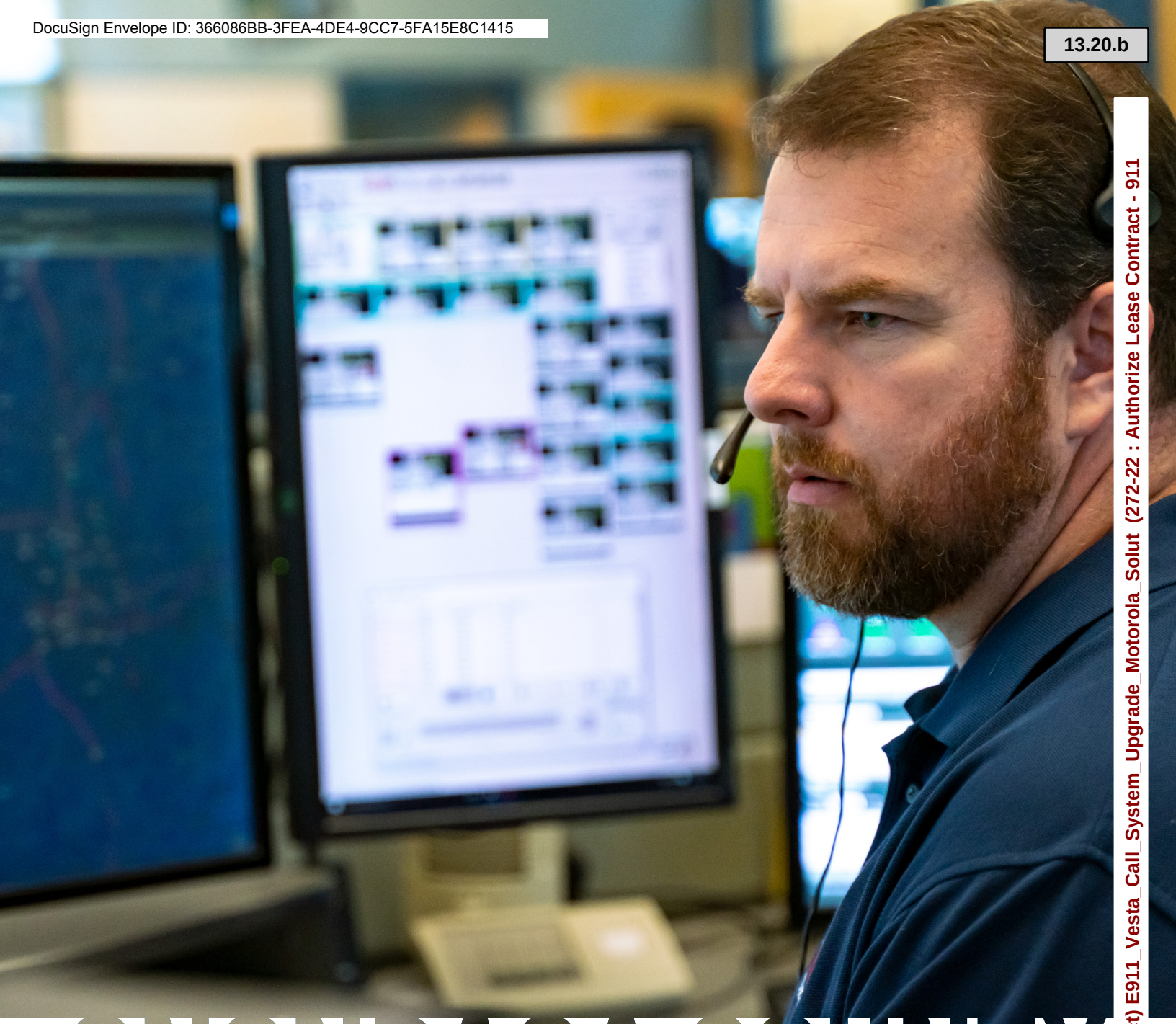

ONONDAGA COUNTY

VESTA 9-1-1 EMERGENCY CALL HANDLING SYSTEM UPGRADES

EXECUTIVE SUMMARY

MOTOROLA SOLUTIONS

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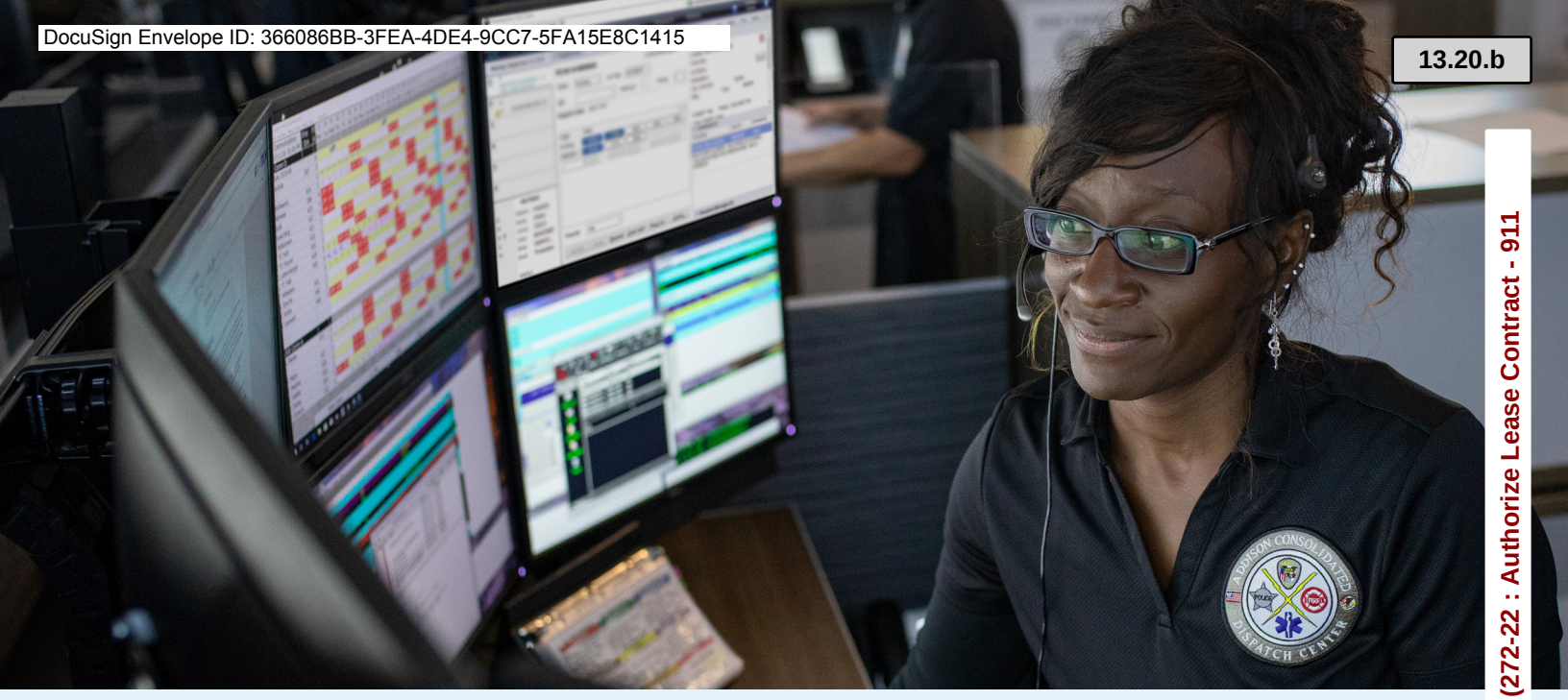

SUMMARY OF SCOPE

Motorola Solutions appreciates the opportunity to submit a response for Onondaga County's request for VESTA Call System Upgrades. Motorola Solutions understands that Onondaga County is seeking a high quality bidder to refresh the critical hardware in the VESTA 9-1-1 emergency call handling system that is in place at both the primary and back-up facilities of the Onondaga County Department of Emergency Communications. Further, the County is seeking software support, installation, and expert On-site maintenance. It is Onondaga County's goal to select a responsible vendor who can provide an up-to-date system that is prepared to handle operations today, as well as the requirements of next-generation 9-1-1 in the future. The contract will be for three (3) years with two (2) possible one (1) year extensions requiring mutual consent of the County and the vendor.

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SOLUTION OR APPROACH TO ADDRESS THE REQUIREMENTS OF THIS PROPOSAL

Motorola Solutions VESTA 9-1-1 is an extraordinary Next Generation, National Emergency Number Association (NENA) i3 standard-based call processing system for advanced call centers seeking scalable and flexible call handling, along with maximum system resiliency. VESTA 9-1-1 is built on the Next Generation 9-1-1 architecture and is ready for Next Generation deployment; our solutions also support legacy 9-1-1 facilities as well.

Built for both today and the future, VESTA 9-1-1 offers cost-effective i3 standard-based solutions that will protect your investments as NENA develops and launches new standards for the next generation PSAP. Motorola, as an industry leader, is actively involved in the NENA to help develop these standards and to ensure our products evolve as NG9-1-1 takes shape.

Motorola Solutions is the manufacturer and sole developer of this state-of-the-art, integrated, emergency call handling system. Further, we operate the 9-1-1 industry's premier Network Security and Operations Center (NSOC) who provides today, and will continue to provide, system and component level monitoring, alarming, diagnostics and reporting services. We will provide all the materials and labor required to deliver the proposed NG9-1-1 system refresh, and the personnel to support it after implementation. Only Motorola Solutions' employees will have access to, will be working on, and will be supporting you. We are the only one-provider solution available for your VESTA 9-1-1 system. The benefits to having the developer of your 9-1-1 solution also provide full services for project management, deployment, cutover, and post implementation support are enormous! Motorola Solutions will be your partner through every step of the process, as we have been for years.

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Motorola Solutions is currently supporting the VESTA 9-1-1 system at the Onondaga County Department of Emergency Communications today. We bring a great depth of local knowledge, history, contacts, and public safety experience. Below is a brief background on the six individuals who are most directly involved with your system:

- The **VESTA -trained and -certified Technician** who currently leads the on-site support effort there was involved with the installation of that system back in 2015 as a then-Verizon employee. He continues to maintain a strong relationship with Verizon, who is the provider of Onondaga County's 9-1-1 telephone service, enhancing his ability to serve you. He has established a level of trust and respect with the technical staff in Onondaga who he works with every day. His efforts in Onondaga are further supported by highly trained Motorola Solutions employees in the Field Services Organization, who are dedicated to Onondaga County and other counties within the Central New York Interoperable Communications Consortium.

- The **Senior Pre-Sale Engineer** involved with the Onondaga County VESTA 9-1-1 has been heavily invested in the design and support of the system since it was first installed. He has priceless experience installing and designing VESTA systems across the United States, dating back to 2004. Widely recognized as an expert in this critical emergency call handling system, he is frequently called upon for assistance with large projects.

- The **Account Manager** for NG9-1-1 who is assigned to Onondaga County, managed a county 9-1-1 Center just two counties away for ten years, with a total combined twenty-three years in public safety communications. Today, he maintains status as a New York State credentialed Communications Unit Leader and works with the State Homeland Security. Additionally, he is a Certified Public-Safety Executive (APCO), credentialed Emergency Number Professional (ENP) from NENA, and is active with the Atlantic Chapter of APCO.

- The **Area Sales Manager** who is responsible for all of the emergency call handling in the Northeast United States, has been working with Onondaga County since 2011 when he was a trusted partner with Onondaga County through his employer at Wilmac Business Equipment, who provides voice recording service and support to the county. He has extended and grown that relationship with the county in his years with VESTA/Motorola. He has spent his entire career in public safety, formerly serving as the 9-1-1 Coordinator for more than eight years in a county in Western New York. In total, he served nearly twenty-four years with the Sheriff's Office, retiring with the rank of Captain. He maintains a high level of subject matter expertise in the 9-1-1 Field both through his professional work activities, and through long-time involvement in professional organizations such as APCO and NENA, including holding the Emergency Number Professional (ENP) certification from NENA since 2005.

- The **Senior Project Manager** who will be assigned to coordinate the installation of your VESTA 9-1-1 system has twenty-three years of project management experience, specializing in call handling. She has been dedicated to emergency call handling since 2015 with VESTA, and now Motorola, and is called upon for complex deployments like the one in Onondaga County.

- The **Solutions Architect** who will work with the Project Manager to ensure the migration plan is complete and there is a smooth transition to the new hardware has nearly twenty years of public safety experience. He has been with the Vesta team at Motorola for more than six years. Prior to that, he held a role where he was responsible for all technology systems and interfaces in public safety for a county in New York State. During his time at Motorola, he has been installing and designing emergency call handling systems across the country and has a vast breadth and depth of experience with customers of all sizes.

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Focused on public safety, Motorola Solutions brings a wealth of industry knowledge and experience to support Onondaga County. Motorola Solutions will supply all components, software, licenses, and support required and detailed in the Scope of Service in the RFP. As stated, Motorola Solutions currently supports your VESTA 9-1-1 system. We do that with highly trained and VESTA certified technicians who live in Onondaga County. We have the ability and expertise to satisfy the requirements of the RFP, we will use the highest standards of professional workmanship, and we are able to comply with the required response time.

Dating back to 1928, when Motorola Solutions was originally founded as Galvin Manufacturing, we have become a solution and thought leader in public safety. Motorola Solutions, a Fortune 500 company with a stock price currently hovering at a 52-week high, has the long-term financial strength and stability to support Onondaga County well into the future. Over 60% of PSAPs in the U.S. use the VESTA call handling solution today. We strive to help people be their best in the moments that matter and we will do that, as we have in the past, in partnership with Onondaga County.

All work performed in Onondaga County will be performed by Motorola Solutions' employees. A 9-1-1 system deployment such as Onondaga County is complex. As such, highly skilled and specialized technical staff are required. There will be no subcontractors. Motorola Solutions can provide New York State documentation on our MWBE/EEO staffing upon contract award.

Motorola Solutions is an Equal Opportunity Employer and all qualified applicants receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, veteran's status, or, any other protected characteristic.

Diversity, Equity, and Inclusion are values that drive Motorola Solutions. We have diverse people, an equitable and inclusive culture, and we have a global reach. Our valued principles guide us not only in our hiring and employee development. They shape our products and services, and how we deliver those to our partners all across the world.

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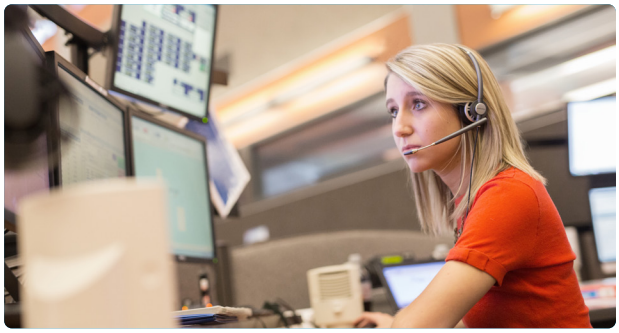
OVERVIEW OF PROPOSED SOLUTION

Operational Configurations

- The configuration provided in the RFP was designed by Motorola Solutions in preparation for the hardware refresh. In response to this RFP, we will provide all required hardware, components, licenses, engineering, installation, personnel, and services to complete the work on time and to the satisfaction of Onondaga County.



System Wide Requirements

- We design security into our applications starting from the ground up. We consider all aspects including known requirements, potential threats, and vulnerabilities. Our design ensures you have multiple layers of security throughout your system for redundancy and quick isolation of breeches. As a result, your operations gain integrity and your citizens, a safer community.
- The VESTA 9-1-1 system will be monitored by the 9-1-1 industry's premier Network Security and Operations Center (NSOC), owned and operated by Motorola Solutions. The NSOC will provide system and component level monitoring, alarming, diagnostics and reporting services. It is important to note that the 9-1-1 NSOC is based in the US, being at the Vesta facility in Temecula, California, and staffed by a highly qualified and experienced team of professionals whose only task is monitoring and working with 9-1-1 systems.

- A Service Delivery Plan has been tailored to the requirements of the Onondaga County Department of Emergency Communications and is in place today. This plan will be continually reviewed to ensure the goals and objectives of the County are met. Our 24/7 Technical Support service is available and the best way to open a support case so that we can track progress and notes on the issue(s) throughout the process from the time the case is opened through closure.
- You also have a 24/7 view into the performance of your operations through the web portal that keeps you informed, up-to-the-minute, on the health of your system. Through the portal you can, for example, see all tickets and be able to sort by open/ closed, by priority level - for any given time period. It is your window into your system operations. Access to our customer support portal is exclusive to customers of Motorola Solutions.
- A service level agreement that includes an on-site response guarantee of no more than 2 hours for any issue impacting the county's ability to process 9-1-1 calls will be provided.
- The refresh will include the replacement of all workstations, servers, gateways and switches as identified in the RFP and addendum, and will include all software support, updates, and upgrades for the contract term.
- VESTA Analytics will be used by the Onondaga County Department of Emergency Communications to collect and report on the data for all 9-1-1 transactions.

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Installation

- The VESTA 9-1-1 system will be installed by Motorola Solutions employees who have time-tested experience, expertise, and training with VESTA 9-1-1 systems.
- Our installation team is the only one in the industry who has the necessary experience with geo-diverse VESTA 9-1-1 projects, that include the Vesta Heads-Up Display and Real Time Control features, as well as Text-to-911 integration.
- The existing VESTA 9-1-1 system will be refreshed using a Migration approach. Existing equipment will be replaced like for like and one by one ensuring that all existing configurations are retained, there is no major cutover from an old to a new system, and no operational outages during the refresh. There will be virtually no impact to system operation.
- Our approach to migrations is far superior to the legacy methodology where systems were forklift replaced. The forklift replacement approach required a manual transition of data, which resulted in the need to reconfigure all system components over again, which introduces a chance for errors. Such an approach also requires a hard cutover as if the customer was installing a new system. Our migration methodology prevents these headaches and challenges for a customer and ensures a smooth transition to new hardware.

Personnel

- Motorola Solutions, a company with more than 90 years of experience, is the world's leader in mission critical communications and software platforms. We have a proven record of success in the design and implementation of systems architected to streamline and enhance the operational workflow and efficiency of first responders, and our teams have extensive experience in the deployment of solutions like the one in Onondaga County. This means that Motorola has more experience than any of our competitors in completing the complex technical objectives that the County needs to meet.
- A project organization chart and the backgrounds of the involved team members will be provided.

Post Installation Support

- Onondaga County will have direct access to our world-class technical support teams by telephone, or web portal, at the Motorola Solutions' 9-1-1 NSOC in Temecula, CA.
- On-site maintenance will be provided by Motorola Solutions employees who are trained and certified on VESTA 9-1-1. With our NSOC and Technical Support teams, we are able to minimize our response time to address any issues. We intend to provide the same high level of support and service that Onondaga County currently receives today, as we support the existing VESTA 9-1-1 system.
- On-site response is provided today by Motorola Solutions employees who are Onondaga County residents. When required, a technician will be able to respond to the County's primary and secondary call centers within the required response time.

References

- Due to the fact that Motorola Solutions is the partner currently supporting Onondaga County's VESTA 9-1-1 system, the staff at the Onondaga County Department of Emergency Communications would be the best reference to our expertise and support model. Understanding that other references are critical to verifying our abilities, three references have been provided as requested.

Costing Proposal

- The costs for all hardware, services, and support have been shown in the appropriate section as requested.

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

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EXCEPTIONS AND OMISSIONS

Clarifications are made with regard to Sections 6.1 and 6.2., which begin on page 79 of this response. Otherwise, Motorola Solutions has no exceptions or omissions to the requirements stated in this RFP for Onondaga County's VESTA 9-1-1 system.

SUMMARY OF ASSUMPTIONS

Motorola Solutions has made several system design assumptions in preparing this proposal, which are noted below. These were all based on the fact that we are already supporting this system and are intimately familiar with the environment in which it operates. No other solution provider would be able to respond at the same level as Motorola Solutions.

Should any of these assumptions be incorrect, Motorola Solutions reserves the right to amend the proposal which could result in a change in project scope, schedule, and/or cost. Motorola Solutions will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

This proposal does not include considerations for any site-specific installation requirements, including but not limited to:

- HVAC.
- Floor Loading.
- Power sourcing/loading.
- Breaker panel availability.
- Surge suppression, beyond that provided by Motorola Solutions for new equipment.
- All power/HVAC will be provided by Onondaga County.
- Equipment power is to be 120V AC:
- The demarcation point will be the circuit distribution devices in the equipment racks.
- Customer will provide NEC and R56 compliant TVSS power panel protection and grounding connection points for all rack-mounted equipment.
- Customer will provide a connection to the building grounding system at each operator position.
- Customer will reuse existing NetClock that is in place today at each location.
- All existing sites or equipment locations will have sufficient space available for the system described. Onondaga County will be responsible to secure the use of existing equipment racks and power/grounding systems for the proposed hardware from existing site owners.
- Motorola Solutions is not providing any console workspace furniture or enclosures. Onondaga County will be responsible for providing furniture and any custom equipment to accommodate the call taker operator terminal(s) and to suit individual preferences.
- Any required system interconnections not specifically outlined here will be provided by Onondaga County. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No box level or performance spec testing will be conducted.

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

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SUMMARY OF RESOURCES

It is expected that Onondaga County will:

- Assign a Project Manager as the single point of contact responsible for Onondaga County signed approvals.
- Assign resources necessary to ensure completion of project tasks for which Onondaga County is responsible.
- Provide shipping location(s).
- Complete and provide Tax Certificate information verifying tax status of shipping location.
- Provide access to the sites, as necessary.
- Dispose of existing equipment if necessary.
- Install and test of all Telco circuits required.
- Reuse the 7ft 19" Equipment rack.
- Provide all appropriate data and accounts for Analytics.
- Provide two existing ALI modems appropriate for the system.
- Provide connectivity from the required ALI database to an existing ALI modem at the primary site.
- Reuse existing NetClock or provide Motorola Solutions with a Time Synchronization device that is NTP compliant.
- Provide headset at each call taker position at Host A and Host B.

During Project Kick-off, and for the duration of the project, it is expected that Onondaga County will:

- Onondaga County's key project team participants attend meetings.
- Review Motorola Solutions and Onondaga County responsibilities.
- Provide copies of their existing map data.
- Approve milestones, which will signify confirmation of completion of the work associated with the scheduled task.

During Field Acceptance Testing, it is expected that Onondaga County will:

- Witness the Field Acceptance Test Plan (ATP)

During cutover, and as needed to resolve a Punch List, it is expected that Onondaga County will:

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.
- Assist Motorola Solutions with resolution of identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list item(s).

When finalizing documentation, it is expected that Onondaga County will:

- Receive and approve all documentation provided by Motorola Solutions.
- Issue payments according to the established payment milestones.

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

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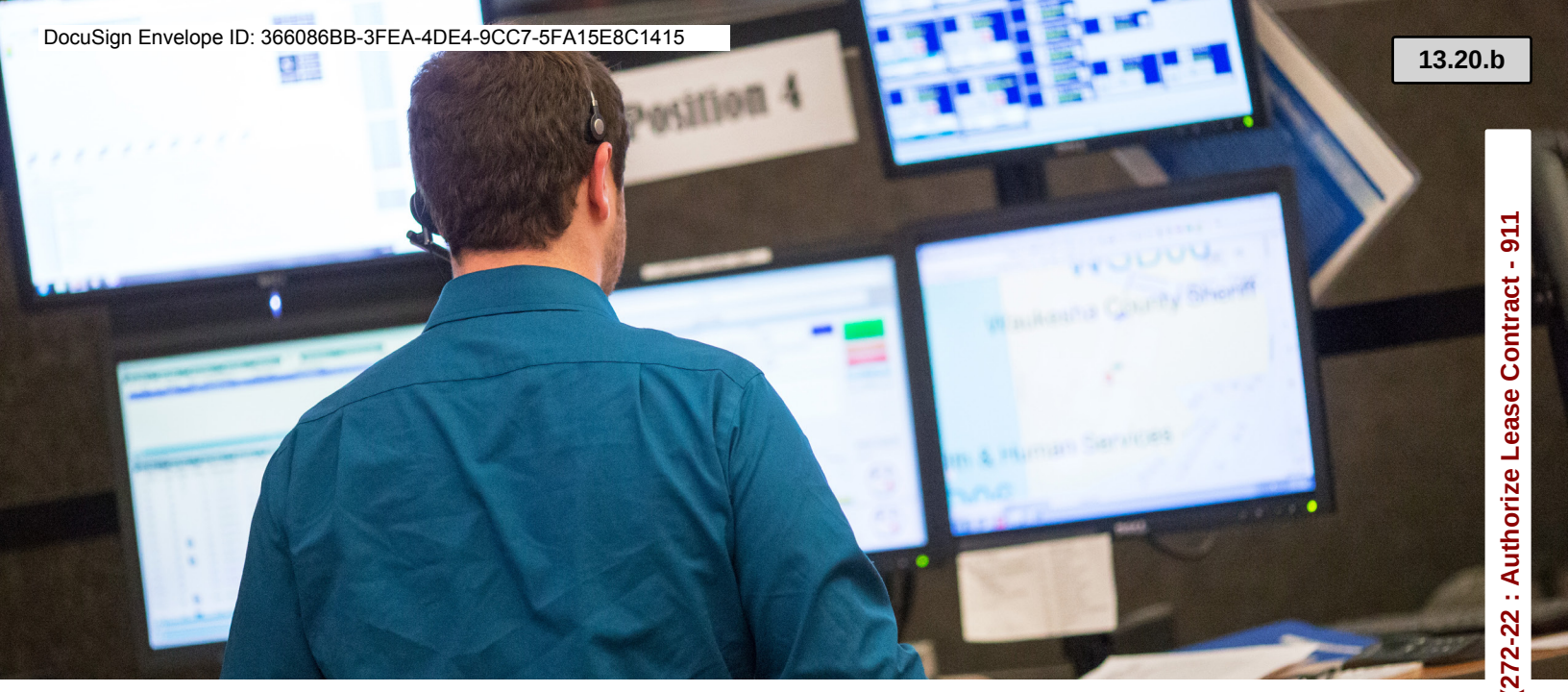

For more information, please visit us on
the web at: www.motorolasolutions.com

MOTOROLA SOLUTIONS

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. **motorolasolutions.com**

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Section 3. Compliance Statement

State agreement with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.

Motorola Solutions Response:

Motorola Solutions' offer is subject to the responses contained herein, including all clarifications and exceptions, and to the terms and conditions of the enclosed Communications System and Services Agreement, including applicable Addenda.

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

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Section 4. Project Coordination and Scheduling

The following pages provide a work plan with start date, duration and physical requirements. We are providing a representative project schedule that reflects the preliminary project scope and duration on the following pages. As part of contract negotiations or project kickoff activities, the Motorola Project Manager will collaborate with the County to develop a mutually agreeable project schedule (which may decrease overall duration) that will include the final contracted scope of work and project resources.

Changes to project scope and the project schedule will be by mutual agreement between Motorola and the County, and will be in accordance with the change-control provision of the contract.

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

ID	Task Mode	Task Name	CRAD Milestone	Duration	Start	Finish	Prede	Succes
0		**ECH PM Project Implementation Template (Project Name - ID)**		**98 days**	**Mon 21-06-07**	**Wed 21-10-20**		
1		**Initiation**		**7 days**	**Mon 21-06-07**	**Tue 21-06-15**		
2		**Contract**		**1 day**	**Tue 21-06-08**	**Tue 21-06-08**		
3		*Intent to Award*		*0 days*	*Tue 21-06-08*	*Tue 21-06-08*		*4,5*
4		Contract Negotiation		1 day	Tue 21-06-08	Tue 21-06-08	3	6
5		SOW Development		1 day	Tue 21-06-08	Tue 21-06-08	3	6
6		*Contract Signed*	*Yes*	*0 days*	*Tue 21-06-08*	*Tue 21-06-08*	*4,5*	*8FS+2*
7		**Project Setup**		**2 days**	**Thu 21-06-10**	**Mon 21-06-14**		
11		**Kickoff**		**2 days**	**Tue 21-06-15**	**Wed 21-06-16**		
12		Arrange and Prepare for Project Kickoff Meeting		1 day	Tue 21-06-15	Tue 21-06-15	10	13
13		Project Kickoff Meeting		1 day	Wed 21-06-16	Wed 21-06-16	12	14
14		*Project Kickoff Complete*	*Yes*	*0 days*	*Wed 21-06-16*	*Wed 21-06-16*	*13*	*24,17,*
15		**Planning**		**11 days**	**Thu 21-06-17**	**Thu 21-07-01**		
16		**PlanView Resource Reservation (Not Visible in Schedule)**		**1 day**	**Thu 21-06-17**	**Thu 21-06-17**		
23		**Site Surveys (Environment, Electrical, HVAC, Circuits, Space)**		**7 days**	**Thu 21-06-17**	**Fri 21-06-25**		
24		Execute Site Surveys		2 days	Thu 21-06-17	Fri 21-06-18	14	25SS+
25		Document Site Survey Results		2 days	Thu 21-06-24	Fri 21-06-25	24SS+	26
26		*Site Surveys Complete*		*0 days*	*Fri 21-06-25*	*Fri 21-06-25*	*24,25*	*38,43,*
27		**Design Phase**		**4 days**	**Thu 21-06-17**	**Tue 21-06-22**		
28		Design Review & Call Flow Review Session(s)		1 day	Thu 21-06-17	Thu 21-06-17	24SS	29SS,3
29		Identify and Document Test and Acceptance Criteria		1 day	Thu 21-06-17	Thu 21-06-17	28SS	30,33
30		System Design Documents Completed		3 days	Fri 21-06-18	Tue 21-06-22	28,29	31
31		*Design Complete*	*Yes*	*0 days*	*Tue 21-06-22*	*Tue 21-06-22*	*30*	*38,51*
32		**Schedule**		**8 days**	**Fri 21-06-18**	**Tue 21-06-29**		
33		Develop Detailed Schedule		5 days	Fri 21-06-18	Thu 21-06-24	28,29	34SS,3

Project: ECH PM Project Implem
Date: Tue 21-03-30

Task	Inactive Summary	External Tasks	
Split	Manual Task	External Milestone	
Milestone	Duration-only	Deadline	
Summary	Manual Summary Rollup	Progress	
Project Summary	Manual Summary	Manual Progress	
Inactive Task	Start-only		
Inactive Milestone	Finish-only		

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ID	Task Mode	Task Name	CRAD Milestone	Duration	Start	Finish	Prede	Succes
34		Develop Resource Plan		5 days	Fri 21-06-18	Thu 21-06-24	33SS	35
35		Review and Baseline Schedule		3 days	Fri 21-06-25	Tue 21-06-29	33,34	36
36		*Scheduling Complete*		*0 days*	*Tue 21-06-29*	*Tue 21-06-29*	*35*	*38*
37		**Equipment Ordering**		**2 days**	**Wed 21-06-30**	**Thu 21-07-01**		
38		System Orders Booked		1 day	Wed 21-06-30	Wed 21-06-30	26,31,	39
39		System Ordered		1 day	Thu 21-07-01	Thu 21-07-01	38	40
40		*Order(s) Logged*	*Yes*	*0 days*	*Thu 21-07-01*	*Thu 21-07-01*	*39*	*47*
41		**Implementation**		**62 days**	**Mon 21-06-28**	**Tue 21-09-21**		
42		**Site Readiness**		**6 days**	**Mon 21-06-28**	**Mon 21-07-05**		
43		Address Site Readiness (Site Survey) Findings/Requirements		3 days	Mon 21-06-28	Wed 21-06-30	26	44FS+
44		Site Readiness Verified		1 day	Mon 21-07-05	Mon 21-07-05	43FS+	45
45		*Site Readiness Complete*		*0 days*	*Mon 21-07-05*	*Mon 21-07-05*	*44*	*59*
46		**Equipment Staging**		**7 days**	**Fri 21-07-02**	**Mon 21-07-12**		
47		Equipment Staged		5 days	Fri 21-07-02	Thu 21-07-08	40	48
48		*Equipment Shipped*	*Yes*	*0 days*	*Thu 21-07-08*	*Thu 21-07-08*	*47*	*49*
49		Equipment Ship to Site(s)		2 days	Fri 21-07-09	Mon 21-07-12	48	59
50		**Network (WAN, PSTN, ALI, VPN, etc...)**		**2 days**	**Mon 21-06-28**	**Tue 21-06-29**		
51		Identify and Order Necessary Network		1 day	Mon 21-06-28	Mon 21-06-28	26,31	52
52		*Network Orders Complete*		*0 days*	*Mon 21-06-28*	*Mon 21-06-28*	*51*	*53,54,*
53		WAN Network Installed & Ready		1 day	Tue 21-06-29	Tue 21-06-29	52	
54		Telco Circuits Installed		1 day	Tue 21-06-29	Tue 21-06-29	52	
55		ALI Circuits Installed		1 day	Tue 21-06-29	Tue 21-06-29	52	
56		VPN Circuit's Installed & Ready		1 day	Tue 21-06-29	Tue 21-06-29	52	57
57		*Network Implementation Complete*		*0 days*	*Tue 21-06-29*	*Tue 21-06-29*	*56*	*59*
58		**Equipment Installation and Configuration**		**51 days**	**Mon 21-07-12**	**Tue 21-09-21**		

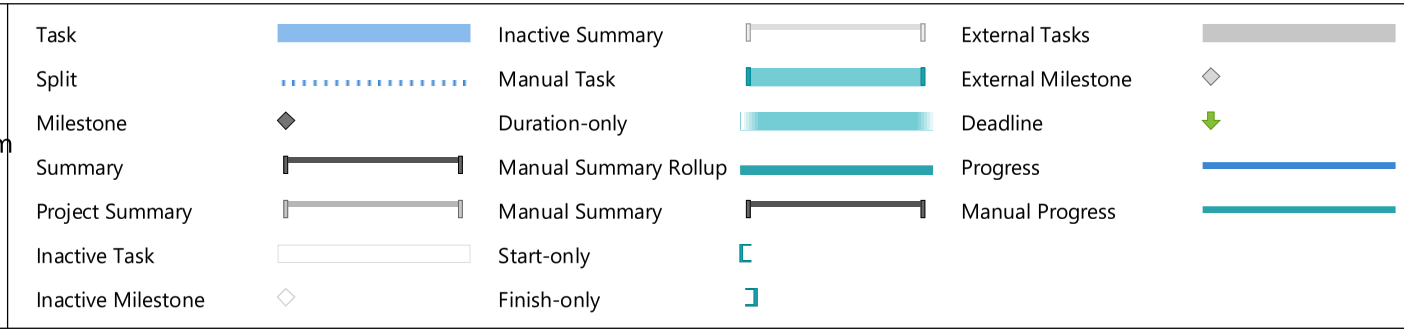
Project: ECH PM Project Implem
Date: Tue 21-03-30

Task	Inactive Summary	External Tasks	
Split	Manual Task	External Milestone	
Milestone	Duration-only	Deadline	
Summary	Manual Summary Rollup	Progress	
Project Summary	Manual Summary	Manual Progress	
Inactive Task	Start-only		
Inactive Milestone	Finish-only		

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

ID	Task Mode	Task Name	CRAD Milestone	Duration	Start	Finish	Prede	Succes
59		*Site Ready for Installation*		*0 days*	*Mon 21-07-12*	*Mon 21-07-12*	45,49,	*61FS+*
60		**Physical Installation**		**10 days**	**Tue 21-07-20**	**Mon 21-08-02**		
61		Receive and Inventory Equipment		10 days	Tue 21-07-20	Mon 21-08-02	59FS+	62SS,6
62		Install, Cable and Power Up Backroom		10 days	Tue 21-07-20	Mon 21-08-02	61SS	63SS,6
63		Install, Cable and Power Up Consoles		10 days	Tue 21-07-20	Mon 21-08-02	62SS	64
64		*Physical Installation Complete*	*Yes*	*0 days*	*Mon 21-08-02*	*Mon 21-08-02*	*61,62,*	*66FS+*
65		**System Configuration**		**10 days**	**Tue 21-08-17**	**Mon 21-08-30**		
66		Configure Backroom Equipment (Network, Gateways, Servers,		2 days	Tue 21-08-17	Wed 21-08-18	64FS+	67
67		Configure User Devices (Consoles, IP Phones, Keypads, Etc.)		3 days	Thu 21-08-19	Mon 21-08-23	66	68,71
68		Develop Layouts		5 days	Tue 21-08-24	Mon 21-08-30	67	69SS
69		Load and Update Contacts		5 days	Tue 21-08-24	Mon 21-08-30	68SS	72
70		**Pre-Training Readiness Testing**		**6 days**	**Tue 21-08-24**	**Tue 21-08-31**		
71		Network Test (WAN, QoS, Failover, Etc.)		1 day	Tue 21-08-24	Tue 21-08-24	67	72
72		Pre-Training Readiness Testing		1 day	Tue 21-08-31	Tue 21-08-31	69,71	76,73
73		*System Ready for Training*		*0 days*	*Tue 21-08-31*	*Tue 21-08-31*	*72*	*75*
74		**Training**		**5 days**	**Wed 21-09-01**	**Tue 21-09-07**		
75		Admin Training		1 day	Wed 21-09-01	Wed 21-09-01	73	76,77,
76		User Training		4 days	Thu 21-09-02	Tue 21-09-07	72,75	77
77		*Training Complete*		*0 days*	*Tue 21-09-07*	*Tue 21-09-07*	*75,76*	*84*
78		**Cutover**		**14 days**	**Thu 21-09-02**	**Tue 21-09-21**		
79		**Cutover Plan**		**2 days**	**Thu 21-09-02**	**Fri 21-09-03**		
80		Develop Cutover Plan		1 day	Thu 21-09-02	Thu 21-09-02	75	81
81		Approve Cutover Plan		1 day	Fri 21-09-03	Fri 21-09-03	80	82
82		*Cutover Plan Complete*		*0 days*	*Fri 21-09-03*	*Fri 21-09-03*	*81*	
83		**System Acceptance Testing**		**1 day**	**Tue 21-09-07**	**Wed 21-09-08**		

Project: ECH PM Project Implem
Date: Tue 21-03-30



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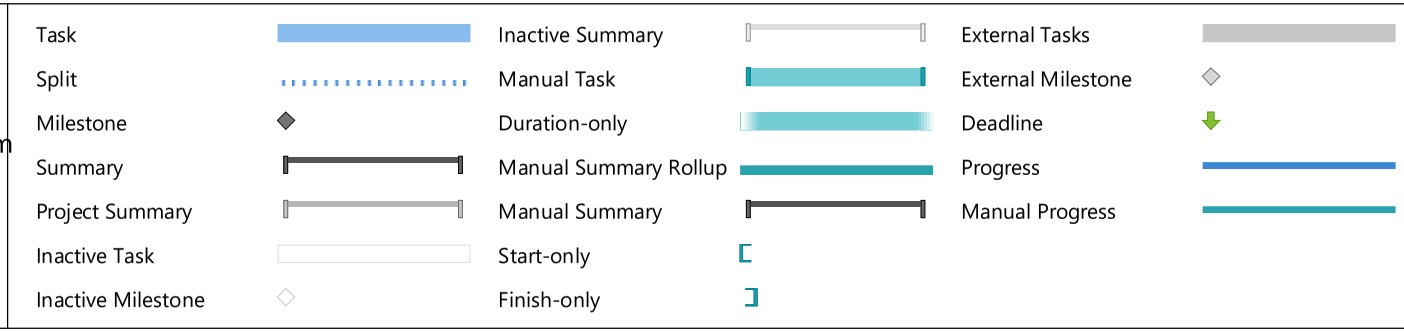
ID	Task Mode	Task Name	CRAD Milestone	Duration	Start	Finish	Prede	Succes
84		*System Configuration Lockdown*		*0 days*	*Tue 21-09-07*	*Tue 21-09-07*	*77*	*85*
85		Execute System Acceptance Test(s)		1 day	Wed 21-09-08	Wed 21-09-08	84	86
86		*System Testing Complete*		*0 days*	*Wed 21-09-08*	*Wed 21-09-08*	*85*	*89,88*
87		**Pre-Cut Notifications**		**1 day**	**Thu 21-09-09**	**Thu 21-09-09**		
88		Notify Managed Services of Planned Cutover		1 day	Thu 21-09-09	Thu 21-09-09	86	90
89		Notify Technical Support of Planned Cutover		1 day	Thu 21-09-09	Thu 21-09-09	86	90
90		*Pre-Cut Notifications Complete*		*0 days*	*Thu 21-09-09*	*Thu 21-09-09*	*88,89*	*92FS+*
91		**Pre-Cut Readiness Validation**		**2 days**	**Wed 21-09-15**	**Thu 21-09-16**		
92		Validate VESTA System Health		1 day	Wed 21-09-15	Wed 21-09-15	90FS+	93SS,9
93		Validate Managed Services Installation Complete		1 day	Wed 21-09-15	Wed 21-09-15	92SS	95
94		Validate 3rd Party Systems Ready for Cutover		1 day	Wed 21-09-15	Wed 21-09-15	92SS	95
95		Go / No-Go Call		1 day	Thu 21-09-16	Thu 21-09-16	92,93,	97
96		**Cutover Execution**		**3 days**	**Fri 21-09-17**	**Tue 21-09-21**		
97		Execute Cutover Plan		1 day	Fri 21-09-17	Fri 21-09-17	95	98
98		*Cutover Complete*	*Yes*	*0 days*	*Fri 21-09-17*	*Fri 21-09-17*	*97*	*99,101*
99		Post-Cut Support		2 days	Mon 21-09-20	Tue 21-09-21	98	
100		**Closure**		**23 days**	**Mon 21-09-20**	**Wed 21-10-20**		
101		System Acceptance Period		10 days	Mon 21-09-20	Fri 21-10-01	98	102FS
102		*Customer Acceptance*	*Yes*	*0 days*	*Thu 21-10-14*	*Thu 21-10-14*	*101FS*	*103*
103		Distribute Final Site Package		2 days	Fri 21-10-15	Mon 21-10-18	102	104
104		Closeout Project		2 days	Tue 21-10-19	Wed 21-10-20	103	105
105		*Project Closed*	*Yes*	*0 days*	*Wed 21-10-20*	*Wed 21-10-20*	*104*	

Project: ECH PM Project Implem
Date: Tue 21-03-30



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Section 5. Vendor Responsibilities

5.1 Proposal Certification, Verification, and Signature

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Onondaga County
Executive Department
Division of Purchase
John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202
www.ongov.net
Phone (315) 435-3458

J. RYAN MCMAHON, II
County Executive

DANIEL HAMMER
Director

REQUEST FOR PROPOSAL

TITLE: VESTA Call System Upgrades
NUMBER: #21-3400-001

CLOSING DATE AND TIME: April 2, 2021, 4:00 P.M.

DELIVER TO: Onondaga County Division of Purchase, address above

In compliance with the RFP specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror.

By my signature, below, Contractor subscribes and Contractor affirms as true under penalties of perjury the following statement:

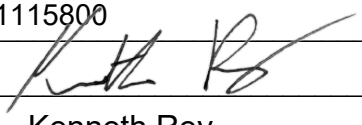
> By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record: Motorola Solutions, Inc.

State of Incorporation Delaware Telephone number 800-491-1734

Mailing Address 500 W. Monroe St, Chicago, IL 60661

Federal I.D. number 36-1115800

Authorized signature 

Typed or Printed Name Kenneth Rey

Title of Authorized Person MSSSI VP NG911 Sales & GTM

Receipt of Addenda Nos. 1 is hereby acknowledged. (Where none received, place the figure (0) Zero in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

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5.2 Prevention of Sexual Harassment

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PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (https://www.ny.gov/combating-sexual-harassment-workplace/employers)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

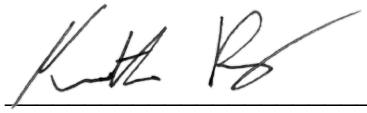
Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification**; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

****

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: Motorola Solutions, Inc. Date: 03/30/2021

Signature of Authorized Person: 

Printed Name and Title of Authorized Person: MSSSI VP NG911 Sales & GTM

REQUEST FOR PROPOSAL

TITLE: VESTA Call System Upgrades

NUMBER: #21-3400-001

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

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Section 6. Scope of Service

6.1 Introduction

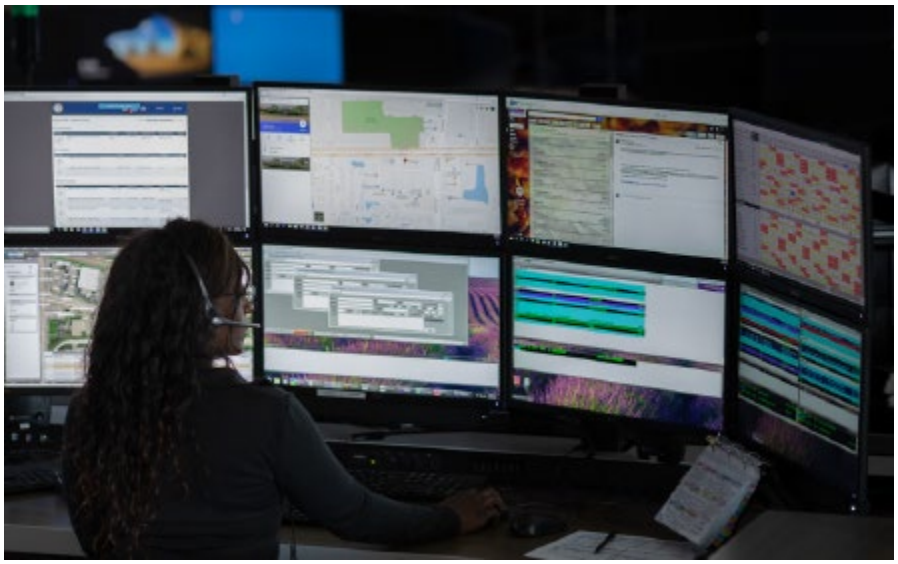
Onondaga County Emergency Communications is seeking a turnkey upgrade for its primary and secondary call centers. The Communications Center is seeking hardware, software, installation, training, help-desk, and follow on support services. The proposed solution will comply and meet both the current requirements of Onondaga County E9-1-1 and the NG9-1-1 requirements of tomorrow.

Onondaga County Emergency Communications is seeking a turnkey upgrade for its primary and secondary call centers. The Communications Center is seeking hardware, software, installation, training, help-desk, and follow on support services. The proposed solution will comply and meet both the current requirements of Onondaga County E9-1-1 and the NG9-1-1 requirements of tomorrow.

Motorola Solutions Response:

Motorola Solutions is proud to present a VESTA® 9-1-1 call handling Hardware Refresh in response to Onondaga County's request. Today, the VESTA 9-1-1 solution is the industry standard comprehensive NG9-1-1 solution. It offers PSAP's increased product features, operational efficiencies, and reliability along with stable, centralized call handling for individual or multiple PSAP locations.

The VESTA 9-1-1 solutions are designed to meet growing community needs and emerging 9-1-1 technology. Onondaga County is assured the solutions proposed herein will comply and meet both the E9-1-1 requirements of today and the NG9-1-1 requirements of tomorrow. By selecting Motorola Solutions, Onondaga County can be confident they are partnering with the leading provider of Public Safety 9-1-1 solutions and selecting the highest possible level of service to the visitors, citizens, and public safety professionals of their region.



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6.2 Operational Configurations

6.2.1 Configuration A - Primary Call Center

- (28) Call Taker positions with single 22-inch LED monitors, VESTA 9-1-1 Advanced Enhanced Operations license

At each position:

- 24-key Genovation keypad with 25FT cable
- VESTA CDR License
- VESTA 9-1-1 IRR License
- Heads-Up Display Viewer License
- VESTA Activity View License
- VESTA Analytic License
- (2) Enhanced IP Phones
- (4) Enhanced Soft Phone Positions
  - VESTA Analytic User License
  - VESTA CDR License
- VESTA SMS - integrated Text-To-9-1-1 services
- RapidSOS Integration via the Enhanced Data Window
- VESTA 9-1-1 Multi-Queue Display
- (3) Firewall 60E
- (2) Switch 2960-X+CBL 48 Port
- (8) M1K Gateways
  - 33 FXO Cards supporting up to 132 Analog Admin Lines
  - 10 FXS Cards supporting up to 40 Analog CAMA Trunks
- (36) CAMA Trunks
- (1) VESTA 9-1-1 Admin Printer
- ESInet Interface Module (EIM) - NG9-1-1 core functions and capabilities for future ESInet deployment
- MIS - Call management and reporting system
  - VESTA Analytics
    - Server 2U DL380/G10
    - Advance Reporting package
  - VESTA 9-1-1 Activity View
  - VESTA 9-1-1 Heads-Up Display Viewer
    - (4) Administrative Workstation
    - (3) Monitor 55” with speaker and wall mount bracket
  - VESTA 9-1-1 CDR Module

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- (2) VESTA CommandPOST – portable laptop position, docking station, 22-inch monitors, 24-key Genovation keypad, VESTA 9-1-1 Advanced Enhanced Operations License
  - VESTA 9-1-1 IRR license
  - VESTA 9-1-1 CDR license
  - VESTA Analytics license
  - VESTA Activity View license

6.2.2 Configuration B – Secondary Call Center

- (17) Call Taker positions with single 22-inch LED monitors, VESTA 9-1-1 Advanced Enhanced Operations license
- At each position:
- 24-key Genovation keypad with 25FT cable
- VESTA CDR License
- VESTA 9-1-1 IRR License
- Heads-Up Display Viewer License
- VESTA Activity View License
- VESTA Analytic License
- (3) Enhanced Aastra IP phones
- VESTA Analytics User License
- VESTA CDR License
- VESTA 9-1-1 Heads-Up Display Viewer
- (2) Monitor 55” with speak and wall mount bracket
- (3) Firewall 60E
- (2) Switch 2960-X+CBL 48 Port
- (1) VESTA 9-1-1 Admin Printer
- (3) M1K Gateways
  - 9 FXO Cards supporting up to (36) Analog Admin Lines
  - 3 FXS Cards supporting up to (12) CAMA Trunks
- (1) VESTA 9-1-1 Admin Printer

6.3 System Wide Requirements

- Onondaga County-wide data collection and reporting services on all 9-1-1 transactions

Motorola Solutions Response:

The proposed solution includes Motorola Managed Services. Managed Services consists of Monitoring & Response, Patch Management and Virus Protection.

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The VESTA 9-1-1 platform provides real time monitoring of its solution elements, both hardware and software modules. In the event a failure is detected, the VESTA 9-1-1 platform generates major, minor or critical alarm, depending on the severity of the defect. Any observed failure is then indicated on the alarm screen of the VESTA 9-1-1 Configurator. Alarms may be reported to Motorola Monitoring and Response centers for analysis and action by appropriate technical personnel.

Network utilization and fault management is provided via the enhanced network monitoring solution, offered as part of this proposal. Enhanced Network Monitoring provides advanced monitoring capabilities including network performance & availability, historical trending, threshold alerting, up time & health reports, KPI's and SLA compliance metrics.

- System and component level monitoring, alarming, diagnostics and reporting services.

Motorola Solutions Response:

All network, computing, and software elements are continuously monitored by the Network Management Servers (NMS). All event and performance metrics are forwarded for analysis and aggregation. Analysis includes real-time threshold monitoring and historical trend identification.

Motorola Solutions utilizes multiple systems to create a full service monitoring solution. Our core monitoring tools are located in diverse tier four certified data centers and, through a combination of externally sourced technologies and internally developed technologies, integrate with our Service Management system to provide a complete monitoring and management capability for the contracting Agency network. Motorola Solutions supports both active monitoring and passive collection of events from all Network and Functional Elements (NE's/FEs). Monitoring will be performed at the system and application level.

Motorola Solutions currently utilizes a combination of NMS, ScienceLogic, RANCID, and products by TNT Software to capture anomalies within our solutions. This combination of products will continue to evolve as we strive to enhance our offering to our customers.

The NSOC manages all incidents, including ticket handling, escalations, and notifications. The NSOC is staffed with knowledgeable support personnel trained in the VESTA Router service. Our personnel have the ability to remotely troubleshoot and resolve issues. Motorola Solutions categorizes incidents as Critical, Major, or Minor.

- The contracting Agency is able to contact the NSOC via a dedicated toll-free number or the customer Web Portal in order to report an incident, to inquire on the status of an incident, or request a change such as routing modification
- The NSOC will receive, assess the criticality, and document all requests for service
- The NSOC will prioritize service requests and implement appropriate engagement processes to facilitate resolution and supply a case number for reference
- The NSOC will provide updates to the contracting Agency management/users on the progress and resolution of requests for service
- The NSOC will engage technical support personnel as necessary to ensure timely problem resolution
- After an initial service issue is called into the Motorola Solutions NSOC for reporting and initial troubleshooting:
  - The reported service issue is classified as a Critical, a Major, or a Minor issue.

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- If the NSOC cannot resolve the service issue, the case is referred to the Motorola Solutions Technical Support Specialists for resolution
- If Technical Support Specialist is unable to resolve the case is referred to the Motorola Solutions Technical Support Analyst for resolution with notification sent to the assigned Service Manager
- In the event there is a discrepancy in the perception of the service level agreement (SLA) the assigned Service Manager is responsible for reviewing, defining, and presenting the findings to all stakeholders. The State will be provided an escalation list if they do not agree with the Service Managers assessment.

In the event of an outage, the designated PSAP personnel will be notified by phone call, email, or SMS text message. The notification will be generated at the opening of an Incident thus providing your personnel with a Notification of a Critical or High incident within the applicable time requirements. At the same time, this event/outage will be available for viewing on the ECM Portal. If a phone call is required, any alerts that have a major or High impact will result in notification via a phone call to customer-defined escalation points, once the NSOC has had the opportunity to triage an incident and properly classify and prioritize.

Customer personnel listed within the Contacts and Notifications chart agree to contacting remote sites when there is a service impacting event. Communication will continue on a regular basis until the event has been resolved.

CONTACTS AND NOTIFICATIONS			
SITE CONTACT			PHONE NUMBER
Main Phone Number for Site			
MOTOROLA	NAME	EMAIL	PHONE NUMBER
Critical - System Down notification and ERT			
High			
Medium			
Low			
CUSTOMER	NAME	EMAIL	PHONE NUMBER
Critical System Down			
High			

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CONTACTS AND NOTIFICATIONS			
Medium			
Low			

- The refresh will include the replacement of all workstations, servers, gateways and switches.

Motorola Solutions Response:

As Part of the Hardware Refresh, Motorola Solutions will be replacing all critical Hardware as required by the RFP. This includes all new HP EliteDesk Mini Workstations, 22" Monitors, Genovation Keypads, Backroom HP System Servers, Mediant 1000 Analog Gateways, and Cisco Network Switches. It is important to note, that the Motorola approach will be a virtual migration in which hardware components will replaced one at a time which will maintain system service and eliminate the need to perform a hard cutover to a new forklifted system.

- System and component level monitoring, alarming, diagnostics and reporting services

Motorola Solutions Response:

Motorola Solutions maintains all software furnished in a reliable operating condition and will incorporate the latest fixes and provide minor updates as enhancements to existing functionality to keep the system state-of-the-art for the period during which Onondaga County has purchased the Next Generation Software Support Program.

Upgrades to bug fixes, patches and anti-virus updates are included as part of our Support Policy. Motorola Solutions software will be defined as:

- Program Fix (bug fixes, repair), Updates (minor enhancements) and Upgrades (new features and functions).

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Updates are defined as minor product enhancements to an existing product feature and function set. Upgrades will include new product features/functions and major enhancements. Motorola Solutions provides notification of product updates and/or modifications to its customers via a Product Change Notice (PCN), Technical Services Bulletin (TSB), or a New Product Announcement (NPA).

Customer need is the basis for the software upgrade; Motorola Solutions Service Managers then consult with their customers to determine if the update, modification or upgrade needs to be provided to the customer. In general, software upgrades are developed as needed by evolving standards, customer requirements, and the typical software service pack cycles (approximately two per year). Ongoing software bug fixes occur on an irregular basis, they appear only as repair issues are identified, reported and repairs made. As such we cannot provide frequency of hot fix management. System upgrades and planned maintenance activities do not result in the system being taken out of service at any time.

- 24/7/365 help desk, trouble ticketing and customer support services

Motorola Solutions Response:

The Motorola Solutions System Support Center (SSC) is the central point of contact to report incidents and submit requests. Co-located with the Technical Support Center within the Network Security Operations Center (NSOC), our SSC provides 24x7x365 availability to assist with your service needs.

The SSC can be reached via:

Telephone 844.373.6427

Email: VestaNSOC@motorolasolutions.com - 24 hour turn around on email

Emergency Call Management Portal (ECM Portal) – low priority requests only, 24 hour turn around

- The respondent must provide a service level agreement that includes an on-site response guarantee of no more than 2 hours for any issue impacting the county's ability to process 9-1-1 calls.

Motorola Solutions Response:

If the PSAP was unable to process 9-1-1 calls it would be classified as a critical issue and the Motorola Solutions Service level target is resolution goal is under 2 hours.

Our SSC manages reported incidents to closure and information gathered/learned is used to improve the knowledge base, increase reliability and reduce response times. Incident prioritization is important for SLA response adherence. The priority of an incident is determined by its impact on users and its urgency. All users, including the SSC, NSOC, Onsite Technicians and the County's E9-1-1 Program Office and PSAPs can change the impact of the reported incident. To ensure the integrity of the reporting system and the classification of a reported incident the urgency of the incident is determined using ITIL compliant process with four severity levels, as described below.

Response Time – shall be defined as the amount of time expired between the time in which the issue is either (a) detected by the NSOC or (b) reported to the NSOC by the Customer to the time that a qualified technician is actively troubleshooting the issue.

Response Time Coverage – Seven (7) days per week, 24 hours per day, 365 days of the year with a four (4) hour (maximum) response time to have a technician on-site for Critical or High severity issue related hardware, software, network repair/maintenance issues or events. This includes all Holidays. When on-site repair may be necessary for Minor Severity issues they will be addressed next business day.

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Reporting Trouble – The SSC number is provided to all PSAPs to report issues for Motorola Solutions NGCS provided 9-1-1 network and equipment. This improves response times whereas the PSAPs do not need to call two different numbers to report an incident. If the issue that was called in cannot be resolved through our remote diagnostics by the NSOC, then a technician shall be on-site within the above stated response times. The NSOC has a call-answering objective of answering 90% of all 9-1-1 calls within 20 seconds.

Incident Time – means the period of time during which the service or any service component suffers an Incident. Incident Time shall commence upon either the issue is (a) detected by the NSOC or (b) reported to the NSOC by the Customer. Incident Time shall end upon completion of the repair or restoration of the service or service component. Incident Time shall not include downtime attributable to (a) Force Majeure Conditions; or (b) scheduled preventive maintenance of which the Customer was notified and to which it consented in advance.

For each reported or alert generated Critical or High incident, the SSC will apply a Severity Level classification with an assigned target response time where applicable. This classification provides the means to manage the appropriate response and engagement process.

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Severity	Description	Example	Response	Notification	Resolution Goal
Priority 1 - Critical An incident is deemed Impact 1/CRITICAL if one or multiple critical functions are unavailable or severely degraded such that the Customers' core business functions and capabilities are no longer delivered or capable. The resulting critical impact to the Customers' business is such that focus and resources must be applied to restoration or mitigation.	The Service or its critical components are completely inoperative or non-functional	• Inability to route calls to the Valid Destination • Network outage preventing communications with PSAP/Host Sites • Total service failure • Loss of ANI / ALI (location) to the Valid Destination for 15 or more minutes • Poor voice quality on all calls	Within 15 minutes' notification will be provided	Hourly	< 2 hours

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Severity	Description	Example	Response	Notification	Resolution Goal
Priority 2 - High An incident is deemed HIGH if a business function is unavailable and normal Customer business activity is impacted or degraded, and a workaround may be available to mitigate the effects of the service impact; however overall efficiency or effectiveness is degraded. This may apply to both critical and non-critical functions.	The Service is degraded and functioning at a limited capacity or critical functions are no longer redundant.	• Intermittent line noise or interference preventing understandable audio ● Intermittent service failure • Intermittent non-delivery of ANI/ALI (location) • 50% loss of IP network to the PSAP/Host Site (ESInet Network Connections) • Loss of two or more Originating Service Provider ingress call traffic for 15 or more minutes • Intermittent poor voice quality	Within 30 minutes, email notification will be provided to the designated agency personnel 1 hour will provide status notification to designated stakeholders	Every 2 hours	< 4 hours

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Severity	Description	Example	Response	Notification	Resolution Goal
Priority 3 - Medium An incident is deemed MEDIUM if business functions are available, however there is a deviation from the expected or agreed upon level of service or other service condition not aligned with the other defined impact levels.	A reported problem disabling specific non-essential functions or resulting in Customer inconvenience; error condition is not critical to continuing operation and/or Motorola Solutions has determined a work around for the error condition.	• Loss of non-critical system component • The failure of a device/component that only impacts a single component or position • Does not cause an impact to the delivery of 9-1-1 calls as defined under Critical and High Severities • Legacy PSAP Gateway port loss • Intermittent poor voice quality	Within 4 hours notification will be provided	< 24 hours	Daily

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Severity	Description	Example	Response	Notification	Resolution Goal
Priority 4 - Low A Service Request is deemed LOW if the request for information or set of actions regarding product or service functionality, features and capabilities that may be necessary to make the product or service “fit for use” and/or “fit for purpose” has a strict deadline that encompasses multiple products or services.	The services are impaired and some functions are not operating, but the impairments are considered minor or cosmetic and have only a minor impact on usability. An informational request or questions of a general nature concerning the overall product suite functionality.	• Management Information Systems / Logging report creation and formatting issues • Loss of delivery of the CDR and provisioning data feed • Non - Service affecting system anomalies that only occur once • Non - Critical User Interface errors	Next business day	Not measured	Updates via the ECM Portal

6.4 Installation

Project managers must have documented experience with geo-diverse VESTA 9-1-1 projects. That experience must also include experience in Vesta Heads-Up Display and Real Time Control features, as well as Text-to-911 integration.

Motorola Solutions Response:

Motorola Solutions project managers have years of experience implementing geo-diverse VESTA 9-1-1 projects. The project team has experience all products within the VESTA suite, including VESTA Heads-Up Display and Real Time Control features, as well as Text-to-911 integration. Motorola Solutions Field Engineers and other technical staff are certified VESTA technicians and have deployed hundreds of VESTA 9-1-1 projects.

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Field Engineers and other technical staff must be certified Vesta technicians deploying Vesta 9-1-1 projects.

Motorola Solutions Response:

Motorola Solutions project managers have years of experience implementing geo-diverse VESTA 9-1-1 projects. The project team has experience all products within the VESTA suite, including VESTA Heads-Up Display and Real Time Control features, as well as Text-to-911 integration. Motorola Solutions Field Engineers and other technical staff are certified VESTA technicians and have deployed hundreds of VESTA 9-1-1 projects.

6.5 Post Installation Support

Respondents must supply a single point of contact with direct access to the Motorola Solutions emergency call handling network security operations center (NSOC) in Temecula, CA, and must have an established procedure in place for coordinating on services issues.

Motorola Solutions Response:

The NSOC is a 24x7x365 Operations Center staffed with technical resources meeting the recommended DoD 8570 Support Certifications, as well as certifications in Cisco, VMware, and Microsoft technologies. Motorola Solutions leverages state-of-the art monitoring and infrastructure management tools located in geo-diverse certified Tier 4 data centers that are centrally managed from our corporate headquarters in Temecula, California. For purposes of business continuity, these systems are accessible from any of our secure facilities. Motorola Solutions is available 24x7 and will respond to your inquiry, request for status update, submitted change request, or incident report communicated via phone call, email, or through the portal.

The Service Desk can be reached 24/7 to assist with your service needs via:

- Telephone: 800.MSI.HELP
- ECM web portal
- Email: VestaNSOC@MotorolaSolutions.com
- NOTE: Critical and high priority incidents are not to be reported via email or the MyVESTA Services web portal.

Services provided by the NSOC include:

- Monitoring and Response
- Engagement until the issue is resolved. As the central-point-of-contact, the NSOC owns the issue and stays engaged, providing ongoing communication from the time of awareness through to issue resolution
- Dispatch Management
- Knowledgeable technical resources to receive and classify user requests and implement appropriate engagement processes to facilitate resolution
- Remote analysis to assist in identifying a corrective action plan
- Engagement of next level management (Service Manager) to ensure timely communications
- Updates to the PSAPs management/stakeholders for on-going requests for service

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- NOTE: For critical and high severities, the Service Desk will continue working with your personnel to begin troubleshooting. The Service Desk will dispatch technicians for engagement on the reported incident if onsite support is needed.

All network, computing, and software elements are continuously monitored by the Network Management Servers (NMS). All event and performance metrics are forwarded for analysis and aggregation. Analysis includes real-time threshold monitoring and historical trend identification.

Motorola Solutions utilizes multiple systems to create a full service monitoring solution. Our core monitoring tools are located in diverse tier four certified data centers and, through a combination of externally sourced technologies and internally developed technologies, integrate with our Service Management system to provide a complete monitoring and management capability for the contracting Agency network. Motorola Solutions supports both active monitoring and passive collection of events from all Network and Functional Elements (NE's/FEs). Monitoring will be performed at the system and application level.

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The NSOC manages all incidents, including ticket handling, escalations, and notifications. The NSOC is staffed with knowledgeable support personnel trained in the VESTA Router service. Our personnel have the ability to remotely troubleshoot and resolve issues. Motorola Solutions categorizes incidents as Critical, Major, or Minor.

- The contracting Agency is able to contact the NSOC via a dedicated toll-free number or the customer Web Portal in order to report an incident, to inquire on the status of an incident, or request a change such as routing modification
- The NSOC will receive, assess the criticality, and document all requests for service
- The NSOC will prioritize service requests and implement appropriate engagement processes to facilitate resolution and supply a case number for reference
- The NSOC will provide updates to the contracting Agency management/users on the progress and resolution of requests for service
- The NSOC will engage technical support personnel as necessary to ensure timely problem resolution
- After an initial service issue is called into the Motorola Solutions NSOC for reporting and initial troubleshooting:
  - The reported service issue is classified as a Critical, a Major, or a Minor issue.
    - If the NSOC cannot resolve the service issue, the case is referred to the Motorola Solutions Technical Support Specialists for resolution
    - If Technical Support Specialist is unable to resolve the case is referred to the Motorola Solutions Technical Support Analyst for resolution with notification sent to the assigned Service Manager
    - In the event there is a discrepancy in the perception of the service level agreement (SLA) the assigned Service Manager is responsible for reviewing, defining, and presenting the findings to all stakeholders. The State will be provided an escalation list if they do not agree with the Service Managers assessment.

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For each incident reported or for an actionable alarm notification, Motorola Solutions will apply a Severity Level classification, which has an assigned target objective time. This classification will provide the means to manage the appropriate response and engagement processes identified within Motorola Solutions and the State's response and notifications processes. Below outlines the definition of our prioritization and notification commitments for critical and major incidents.

The most common way to receive information quickly is to pick-up the phone and place a call. However, securing information is even easier because of the Web Portal. You will have the ability to sit at your desk and log in to the Customer Web Portal using your own secure login and password to obtain the update you are looking for. In addition, you will be able to gain visibility to the VESTA Router service performance. The PSAP's authorized user(s) have visibility to all reported incidents; generated activities, and scheduled events (e.g., change management) thereby providing the PSAP insight into each case and its current status. Escalation points and procedures are also available on the portal for easy reference.

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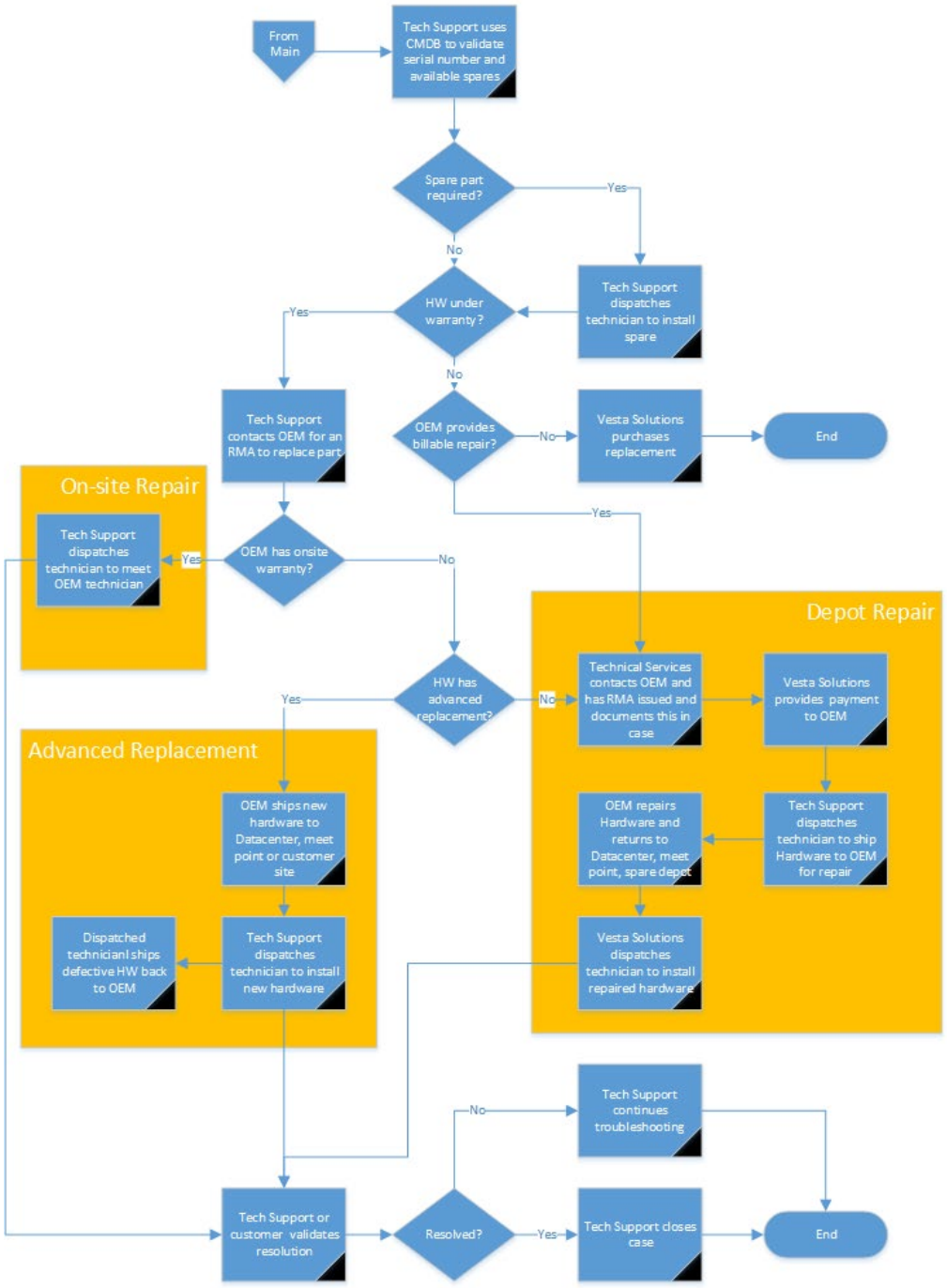
Incident Flow



Our Support Engineers (in-office and remote) record all of their support activities in the Motorola Solutions centralized ITSM Toolset, ServiceNow, (which includes modules for Incident Management, Change Management and Problem Management). Every single activity that occurs after the cutover of

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the system into production is tracked in this system to ensure consistent visibility of all activities either remote or onsite.

Please refer to Table below for Technician response time to sites.

Severity Levels Response and Resolution Times

Severity	Target Response Time	Description	Examples	Communication Interval	Site Dispatch (as required)
Critical 24 x 7 x 365	Within 15 minutes, notification will be provided.	System Down The inability to receive or process 9-1-1 calls.	Complete inability to route calls to primary PSAP(s) or to alternate route	Hourly	Onsite within 2 hours
High 24 x 7 x 365	Within 30 minutes, notification will be provided..	System Degraded Degradation of routing, system capacity, critical functionality or critical redundancy	No location information Loss of critical redundancy Loss of multiple carriers Inability to route calls	Every 2 hours	Onsite within 4 hours
Medium and Low 8x5 Next Business Day (Excluding Holidays)	Next business day Note: All Critical and High severities will be prioritized over any Minor issue.	Product or Device Down The failure of a device/component that only impacts A single component or position Does not cause an impact to the delivery or 9-1-1 calls as defined under Critical and high Severities.	The loss of non-critical functionality / not –service impacting	Daily	Next business day

All customer requests for service, reported issues, change requests, problem management, as well as incidents generated from monitoring alerts, are centrally tracked in ServiceNow, our IT Management System. Vesta Support Engineers (in-office and remote) record all of their support activities in our centralized Service Management System, ServiceNow (which includes modules for Incident Management, Change Management and Problem Management). Every single activity that occurs after the cutover of the system into production is tracked in this system to ensure consistent visibility of all activities either remote or onsite.

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SeviceNow will notify PSAP, and/or State officials and keep them informed of events/incidents that concern them. The notification will include area/agencies impacted, type of Impact, options to mitigate the effects of the event or outage, as well as a name, telephone number, ticket or reference number, and email address at which the service provider can be reached for follow-up. The system can notify identified users by email, SMS text message, or push notification (a text message to a mobile device and can ask the user to perform an action). The ServiceNow notification will be generated at the opening of an Incident thus providing the Notification of an outage or any required Severity incident within the applicable time requirements.

The Web Portal is the customer's interface into our Incident Management system. Using the customer portal, customers will be able to generate and track trouble cases 24/7. The customer's will be able to view via the portal the current lifecycle status of the software defect and its resolution as part of the incident management details.

We will use the system to track all of the customer's reported issues including those that transition into a software corrective action activity.

The tool provides multiple capabilities to support auto-generated alarm notifications based on multiple thresholds such as the severity of an issue, activity type such as a change authorization request, a pre-scheduled maintenance activity, threshold breach on a network or component activity. Additionally, we can classify specific cases (directed by the contracting Agency PM or other contracting Agency authorized customer) for email updates each time the status is updated or state changes; this is referred to as enabling the customer to "Follow" the case or change in close to real-time.

Notifications are provided either via email, SMS, and/or telephone and if requested, a link to the associated case or change activity and can be incorporated within the notification for quick and effective access by the customer. Additionally, the contracting Agency can login to the customer web portal and gain access for a more global view of activity for that contracting Agency customer's area of concern.

Field service technicians assigned to support the system must be supplied by Vesta 9-1-1 certified field service technicians.

Motorola Solutions Response:

The technicians designated to maintain the Onondaga County Vesta 9-1-1 systems will be Motorola trained and certified. These technicians will be manufacturer trained at our Temecula facility and have up-to-date certifications on the latest product set.

Field service technicians assigned to support the system must be able to respond to the Onondaga County's Primary and Secondary call centers within 30 minutes.

Motorola Solutions Response:

Motorola Solutions target response time for critical issues is within 15 minutes and within 30 minutes for high severity issues.

Please refer to Table below for Technician response time to sites.

Severity Levels Response and Resolution Times

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Severity	Target Response Time	Description	Examples	Communication Interval	Site Dispatch (as required)
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Medium and Low 8x5 Next Business Day (Excluding Holidays)	Next business day Note: All Critical and High severities will be prioritized over any Minor issue.	Product or Device Down The failure of a device/component that only impacts ▯ A single component or position ▯ Does not cause an impact to the delivery or 9-1-1 calls as defined under Critical and high Severities.	The loss of non-critical functionality / not –service impacting	Daily	Next business day

All customer requests for service, reported issues, change requests, problem management, as well as incidents generated from monitoring alerts, are centrally tracked in ServiceNow, our IT Management System. Motorola Solutions Support Engineers (in-office and remote) record all of their support activities in our centralized Service Management System, ServiceNow (which includes modules for Incident Management, Change Management and Problem Management). Every single activity that occurs after the cutover of the system into production is tracked in this system to ensure consistent visibility of all activities either remote or onsite.

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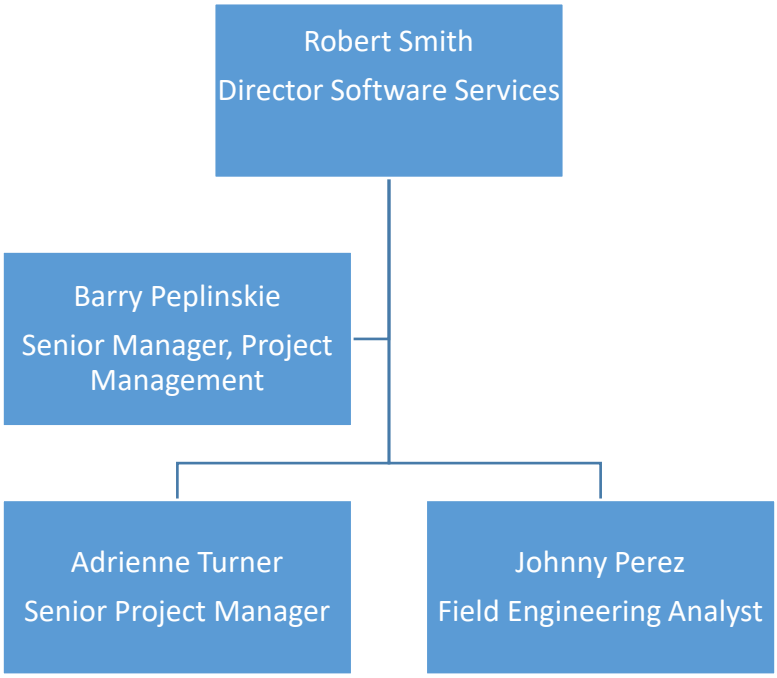
6.6 Personnel

6.6.1 Project Organization Chart



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6.6.2 Resumes

Adrienne Turner, PMP - Senior Project Manager
11 Years 9-1-1 Communications Project Management Experience
Adrienne Turner has 20 years of experience as a Telecommunications Project Manager with 11 years of experience in public safety. During this time, Adrienne has managed large, complex projects with an emphasis on direct customers. In the role of Senior Project Manager at Motorola Solutions, Adrienne is responsible for ensuring that a project flows smoothly from inception to closure. As the single point of contact for a project, her excellent communication skills, detailed understanding of technical detail and organizational skills have helped ensure successful completion of projects with satisfied customers.
Current Experience
Adrienne has provided project management leadership in the delivery of complex, high-priority projects. Recent projects include deploying large, multi-site VESTA 9-1-1 systems for: • Arlington and Alexandria, VA • Hillsborough County, Florida • Prince Georges County, MD • Las Vegas Metro Police Department
Companies
• Motorola Solutions (VESTA Solutions, Inc) • Airbus DS Communications • Carousel Industries
Education and Certifications
• PMI-Certified Project Management Professional (PMP), Since 2013 • VESTA 9-1-1 Certified • Avaya Certified Associate • Telecommunications Project Management Certification • TIA Convergent Networks Technologies Certification

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Johnny Perez
Field Engineering Analyst

23 Years of Experience Telecommunications and Public Safety

Overview:

Johnny Perez has been with Motorola Solutions since 1998 as part of the Field Engineering team involved in both Federal and Public Safety Markets for Motorola Solutions Vesta-9-1-1 platforms.

Johnny brings with him over 20 Plus years' experience as a Sales, Solutions and Field Engineer. Johnny has provided Implementation in the data, VoIP, PBX, and telecom industry focusing on troubleshooting, engineering and network operations.

Johnny's role as a Sr. Field Engineer involved projects in implementation of Next Generation Networks, Small and large-scale sites. As well as, Federal JITC Field Engineer installations and/or cutovers.

Key Projects

- **Metro Cities Locations:**
  - New York City
  - Greater Harris County
  - City of Dallas
- **General Locations:**
  - Around 300 across the Nation and Globe
  - Abu Dhabi - UAE
- **Federal Locations:**
  - Spangdahlem AFB_Germany- Federal
  - Yokota Japan AFB - Federal
  - Cheyenne Mountain AFB – Federal

Companies

- Motorola Solutions
- Airbus
- Plant/CML

Education

- Associates degree in Electronic Engineering
- Motorola Solutions VESTA Solutions
- Motorola Solutions MIS Solutions
- Motorola Solutions Mapping Solutions
- Nortel Networks Meridian1 Installation and Maintenance Certification
- CompTIA Network+ Certified

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6.6.3 Subcontractor

The name and involvement of any subcontractor or subcontractors to be utilized on the project.

Motorola Solutions Response:

No subcontractors will be utilized on this project.

6.7 References

Please provide the names of current and past accounts of similar size and configuration. Include (a) a current, long-term customer, (b) a current customer implemented in the past 18 months.

Motorola Solutions Response:

Motorola Solutions has numerous accounts. Additional references are available upon request.

Michael Postel
Communications Systems Director
Suffolk County Police Department, NY
Email: Michael.Postel@suffolkcountyny.gov
Office: (631) 852-6431

Dana Smith
Commissioner
Dutchess County DER, NY
Email: dsmith@dutchessny.gov
Office: (845) 486-2080

Kelly N. Collins
IT Director of Administration and 911 Operations
Office of Deputy CIO for Public Safety | Office of Innovation & Technology
City of Philadelphia, PA
Email: Kelly.Collins@phila.gov
Cell: (215) 906-8976

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Section 7. Costing Proposal

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7.8 Costing Proposal

7.8.1 Project Pricing

Motorola Solutions is pleased to offer the following pricing, which covers all requirements of the hardware, software, implementation, project management, training, software support, managed services, five (5) year extended PC/SVR warranties, and any additional support as described in our proposal:

Total Investment:	**Contract Term of Three (3) Years:**	**$1,667,096.06**
	Optional Extension - Year 4:	**$409,148.75**
	Optional Extension - Year 5:	**$409,148.75**

7.8.2 Additional Services

Motorola Solutions is pleased to offer the *option* of adding VESTA Advanced Cybersecurity Services to our proposal to Onondaga County. The description of our Advanced Cyber Security offering can be found in our proposal documentation.

Total Investment (optional), per year: $116,790 per year.

7.8.3 Hourly Labor Rates

Motorola Solutions utilizes the following hourly labor rates for additional services (move/add/change). It should be noted that any of these events that include additional hardware and software utilize formula based units (outlined in sections 7.8.4 and 7.8.6) for most services.

Hourly Rate, Normal Business Hours of Monday-Friday, 8-5, excluding holidays:	$250.00
Hourly Rate, non-holidays outside normal business hours:	$375.00
Hourly Rate, Saturday:	$375.00
Hourly Rate, Sunday and New York State Holidays:	$500.00

7.8.4 Percentage Discount - Products not included in our proposal

Motorola Solutions hereby offers a **6% discount** on all products in our Emergency Call Handling product portfolio. This product portfolio includes Vesta, Callworks, and the CommandCentral Cloud products. A current itemized parts list is available upon request.

7.8.5 Percentage Discount - Products specifically include in our proposal

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Motorola Solutions offers a **6% discount** on all part-number based line items within our proposal. A complete listing of the parts, MSRP, discount percentage, offer price, and additional incentive discount to match our offer price from section 7.8.1 is included here at the end of this section of our response.

7.8.6 Pricing in Effect

Motorola Solutions will honor the pricing outlined in this proposal for the entirety of the anticipated duration of the contract.

7.8.7 Annual Maintenance and On-Site Technician

Motorola Solutions offers the following breakdown of maintenance and the on-site technician in each year of the contract term. For years one through three (1-3), the costs indicated in this section are *included* in the total investment outlined in section 7.8.1.

Year 1 (included in 7.8.1)	Maintenance/Support:	Included as 3 year bundle
	On-site Technician:	$250,000.00
Year 2 (included in 7.8.1)	Maintenance/Support:	Included as 3 year bundle
	On-site Technician:	$250,000.00
Year 3 (included in 7.8.1)	Maintenance/Support:	Included as 3 year bundle
	On-site Technician:	$250,000.00
Year 4 (optional 1 year extension)	Maintenance/Support:	$159,148.75
	On-site Technician:	$250,000.00
	Total:	**$409,148.75**
Year 5 (optional 1 year extension)	Maintenance/Support:	$159,148.75
	On-site Technician:	$250,000.00
	Total:	**$409,148.75**

7.8.8 Optional On-site Spares

Motorola Solutions utilizes on-site spares that have been in place during the current contract. Motorola will continue to stock on-site spares as a part of our ongoing maintenance program. Specific on-site spares are not required to be purchased as a part of this contract.

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ONONDAGA COUNTY, YORK		REQUEST FOR PROPOSAL: #21-3400-001	DETAILED LINE ITEM PRICING - SECTION 7.8.1 - PROJECT PRICING					
QUANTITY	PART NUMBER	DESCRIPTION	U/M	MSRP EA	DISCOUNT	LIST PRICE TOTAL	OFFER PRICE EA	OFFER TOTAL
1	870899-0104R7.6U	V911 R7.6 DOC/MED UPG	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	873099-03002U	V911 CAD INTF LIC UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	853031-DLLL-GD-2	V-DL SVR LG LOW BNDL GEO	EA	$24,143.28	6.00%	$24,143.28	$22,694.68	$22,694.68
2	04000-68007	V-SVR BASIC SPT 3YR	EA	$357.50	6.00%	$715.00	$336.05	$672.10
30	873090-11102	V911 LIC EIM MOD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
176	809800-17006	FIELD ENG-EXPRESS	EA	$108.96	6.00%	$19,176.96	$102.42	$18,026.34
1	870809-00801	V911 MQD MODULE	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	$1,119.40	6.00%	$1,119.40	$1,052.24	$1,052.24
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	$1,119.40	6.00%	$1,119.40	$1,052.24	$1,052.24
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	$1,119.40	6.00%	$1,119.40	$1,052.24	$1,052.24
1	873099-00602U	V911 CDR SVR LIC UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
28	873099-01102U	V911 CDR PER SEAT LIC UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
28	873099-00802U	V911 ACT VIEW LIC PER ST UP	EA	$0.00	6.00%	$0.00	$0.00	$0.00
3	873099-00702U	V911 ACTIV VIEW SYS LIC UPG	EA	$0.00	6.00%	$0.00	$0.00	$0.00
3	809800-35122	V911 ACT VIEW SW SPT 3YR	EA	$2,632.84	6.00%	$7,898.52	$2,474.87	$7,424.61
1	870899-04101U	VHUD ENT SVR MEDIA UPG	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	809800-35312	VHUD ENT SPT 3YR	EA	$7,222.39	6.00%	$7,222.39	$6,789.05	$6,789.05
1	04000-54003U	VHUD 1-4 SVR OUTPUTS UPG	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	809800-35322	VHUD 1-4 SVR OPUT SPT 3YR	EA	$4,028.75	6.00%	$4,028.75	$3,787.03	$3,787.03
2	809800-17116	VHUD TEMP BUILD - STD	EA	$1,791.04	6.00%	$3,582.08	$1,683.58	$3,367.16
1	04000-54009U	VHUD DATA ACCESS LICENSE UPG	EA	$0.00	6.00%	$0.00	$0.00	$0.00
2	04000-54009	VHUD DATA ACCESS LICENSE	EA	$1,641.25	6.00%	$3,282.50	$1,542.78	$3,085.55
3	809800-35347	VHUD DATA ACCESS LIC SPT 3YR	EA	$1,512.50	6.00%	$4,537.50	$1,421.75	$4,265.25
3	04000-00555	VHUD ARIES SGL CH MED PLAYER	EA	$1,882.50	6.00%	$5,647.50	$1,769.55	$5,308.65
3	04000-02516	VHUD ARIES HW WARR 3YR	EA	$461.25	6.00%	$1,383.75	$433.58	$1,300.73
28	870809-00701U	VHUD VIEWER PER SEAT MIG UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
3	04000-54007U	VHUD SUPV VIEWER LIC UPG	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	04000-54007	VHUD SUPV VIEWER LIC	EA	$1,250.00	6.00%	$1,250.00	$1,175.00	$1,175.00
4	809800-35342	VHUD SUPV VIEWER SPT 3YR	EA	$722.50	6.00%	$2,890.00	$679.15	$2,716.60
1	62040-G819204	SVR 2U RACK ENH DL380/G10 2.2	EA	$6,220.00	6.00%	$6,220.00	$5,846.80	$5,846.80
1	04000-00444	SVR WIN2019 STD DWNGRD 2012	EA	$1,591.25	6.00%	$1,591.25	$1,495.78	$1,495.78
1	64000-30045	PROCESSOR 4210 DL380 G10	EA	$1,203.00	6.00%	$1,203.00	$1,130.82	$1,130.82
1	06500-00201	2-POST RELAY RACK MNT KIT	EA	$213.75	6.00%	$213.75	$200.93	$200.93
2	64000-20064	HARD DRIVE 300GB 12G SAS 10K	EA	$548.75	6.00%	$1,097.50	$515.83	$1,031.65

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ONONDAGA COUNTY, YORK		REQUEST FOR PROPOSAL: #21-3400-001	DETAILED LINE ITEM PRICING - SECTION 7.8.1 - PROJECT PRICING					
QUANTITY	PART NUMBER	DESCRIPTION	U/M	MSRP EA	DISCOUNT	LIST PRICE TOTAL	OFFER PRICE EA	OFFER TOTAL
1	809800-00112	GENERIC SVR CFG FEE	EA	$373.13	6.00%	$373.13	$350.74	$350.74
4	61000-409612	DKTP ELITE MINI 705 G5 W/O OS	EA	$1,052.00	6.00%	$4,208.00	$988.88	$3,955.52
4	04000-00441	WINDOWS 10 LTSC LIC	EA	$116.25	6.00%	$465.00	$109.28	$437.10
4	64000-00600	PC MOUNTING BRKT	EA	$68.75	6.00%	$275.00	$64.63	$258.50
4	63000-221693	MNTR FP WIDE SCRN LED 22IN	EA	$296.25	6.00%	$1,185.00	$278.48	$1,113.90
4	809800-00102	GENERIC WKST CFG FEE	EA	$373.13	6.00%	$1,492.52	$350.74	$1,402.97
3	63002-55053	MNTR LED 55IN BLK	EA	$1,697.50	6.00%	$5,092.50	$1,595.65	$4,786.95
3	63002-55052	MNTR SPKR R/L 55IN	EA	$345.00	6.00%	$1,035.00	$324.30	$972.90
3	64000-00501	BRKT WALL MNT MNTR LCD LG	EA	$167.50	6.00%	$502.50	$157.45	$472.35
3	04000-13359	CBL DP M/M 3FT BLK	EA	$7.50	6.00%	$22.50	$7.05	$21.15
1	61000-409612	DKTP ELITE MINI 705 G5 W/O OS	EA	$1,052.00	6.00%	$1,052.00	$988.88	$988.88
1	04000-00441	WINDOWS 10 LTSC LIC	EA	$116.25	6.00%	$116.25	$109.28	$109.28
1	809800-00102	GENERIC WKST CFG FEE	EA	$373.13	6.00%	$373.13	$350.74	$350.74
1	BA-MGD-VSSL-M	GEO-DIV LIC MIG SYS	EA	$0.00	6.00%	$0.00	$0.00	$0.00
28	PS-0AD-VSML-M	VADV MLTP SEAT LIC NFEE	EA	$0.00	6.00%	$0.00	$0.00	$0.00
28	SS-0AD-VSSL-3Y	SPT VADV 3YR	EA	$5,265.67	6.00%	$147,438.76	$4,949.73	$138,592.43
28	873099-00502U	V911 IRR LIC UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
28	809800-35112	V911 IRR SW SPT 3YR	EA	$749.25	6.00%	$20,979.00	$704.30	$19,720.26
28	61000-409612	DKTP ELITE MINI 705 G5 W/O OS	EA	$1,052.00	6.00%	$29,456.00	$988.88	$27,688.64
28	04000-00441	WINDOWS 10 LTSC LIC	EA	$116.25	6.00%	$3,255.00	$109.28	$3,059.70
28	63000-221693	MNTR FP WIDE SCRN LED 22IN	EA	$296.25	6.00%	$8,295.00	$278.48	$7,797.30
28	64007-50022	KEYPAD 24-KEY USB CBL 25FT	EA	$155.00	6.00%	$4,340.00	$145.70	$4,079.60
28	809800-35109	V911 IWS CFG	EA	$298.51	6.00%	$8,358.28	$280.60	$7,856.78
28	809800-35108	V911 IWS STG FEE	EA	$447.76	6.00%	$12,537.28	$420.89	$11,785.04
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	64040-60020	PRNTR USB/ETHERNET B/W LJ	EA	$492.50	6.00%	$492.50	$462.95	$462.95
3	03800-03060	FIREWALL 60E	EA	$712.50	6.00%	$2,137.50	$669.75	$2,009.25
3	03800-03063	WARR FIREWALL 60E 3YR	EA	$596.25	6.00%	$1,788.75	$560.48	$1,681.43
3	809800-00201	VPN CFG SVCS	EA	$298.51	6.00%	$895.53	$280.60	$841.80
3	809800-00200	CFG NTWK DEVICE	EA	$198.51	6.00%	$595.53	$186.60	$559.80
2	04000-29666-X	SWITCH 2960-X +CBL 48-PORT	EA	$3,863.75	6.00%	$7,727.50	$3,631.93	$7,263.85
2	04000-29683	WARR 2960-X 48P 24X7 3YR	EA	$2,782.09	6.00%	$5,564.18	$2,615.16	$5,230.33
8	04000-00129	MED 1000B CHASSIS BNDL	EA	$2,293.75	6.00%	$18,350.00	$2,156.13	$17,249.00
1	870890-74901	V911 M1KB FIRMWARE	EA	$0.00	6.00%	$0.00	$0.00	$0.00
8	04000-00188	SW SPT M1000 GATEWAY 3YR	EA	$1,343.28	6.00%	$10,746.24	$1,262.68	$10,101.47
33	04000-00116	MED 1000 FXO-LS BNDL	EA	$432.50	6.00%	$14,272.50	$406.55	$13,416.15
10	04000-00119	MED 1000 FXS-O BNDL	EA	$415.00	6.00%	$4,150.00	$390.10	$3,901.00

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

DocuSign Envelope ID: 366086BB-3FEA-4DE4-9CC7-5FA15E8C1415

ONONDAGA COUNTY, YORK		REQUEST FOR PROPOSAL: #21-3400-001	DETAILED LINE ITEM PRICING - SECTION 7.8.1 - PROJECT PRICING					
QUANTITY	PART NUMBER	DESCRIPTION	U/M	MSRP EA	DISCOUNT	LIST PRICE TOTAL	OFFER PRICE EA	OFFER TOTAL
1	04000-RS232	BLKBX TL601A-R2 DATASHARE	EA	$461.25	6.00%	$461.25	$433.58	$433.58
5	65000-00262	KIT CBL RJ11 ADPTR DB25	EA	$18.75	6.00%	$93.75	$17.63	$88.13
1	04000-00159	BLKBX TL159A 8-PORT DATACAST	EA	$485.00	6.00%	$485.00	$455.90	$455.90
2	873010-00202U	IP PHN LIC ENH UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
2	04000-16867	6867I PHN/ADPTR KIT	EA	$294.03	6.00%	$588.06	$276.39	$552.78
2	04000-01685	685i KEY EXP MOD	EA	$193.75	6.00%	$387.50	$182.13	$364.25
2	809800-10201	IP PHN CFG FEE PER PHN	EA	$74.63	6.00%	$149.26	$70.15	$140.30
4	61000-409612	DKTP ELITE MINI 705 G5 W/O OS	EA	$1,052.00	6.00%	$4,208.00	$988.88	$3,955.52
4	04000-00441	WINDOWS 10 LTSC LIC	EA	$116.25	6.00%	$465.00	$109.28	$437.10
4	63000-221693	MNTR FP WIDE SCRN LED 22IN	EA	$296.25	6.00%	$1,185.00	$278.48	$1,113.90
4	853004-00401	SAM EXT SPKR KIT	EA	$210.00	6.00%	$840.00	$197.40	$789.60
4	65000-00124	CBL PATCH 15FT	EA	$17.50	6.00%	$70.00	$16.45	$65.80
4	64007-50022	KEYPAD 24-KEY USB CBL 25FT	EA	$155.00	6.00%	$620.00	$145.70	$582.80
6	873099-01102U	V911 CDR PER SEAT LIC UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
6	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG	EA	$0.00	6.00%	$0.00	$0.00	$0.00
6	SA-MSG-ALSL-3Y	SPT V-ANLYT STD 3YR	EA	$489.55	6.00%	$2,937.30	$460.18	$2,761.06
1	04000-29639-X	SWITCH 2960-X POE+CBL 24-P	EA	$2,970.00	6.00%	$2,970.00	$2,791.80	$2,791.80
1	04000-29698	WARR 2960-X POE 24P NBD 3YR	EA	$1,071.64	6.00%	$1,071.64	$1,007.34	$1,007.34
2	873099-01102U	V911 CDR PER SEAT LIC UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
2	873099-00802U	V911 ACT VIEW LIC PER ST UP	EA	$0.00	6.00%	$0.00	$0.00	$0.00
2	870809-00701U	VHUD VIEWER PER SEAT MIG UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
2	PS-0AD-VSML-M	VADV MLTP SEAT LIC NFEE	EA	$0.00	6.00%	$0.00	$0.00	$0.00
2	SS-0AD-VSSL-3Y	SPT VADV 3YR	EA	$5,265.67	6.00%	$10,531.34	$4,949.73	$9,899.46
2	873099-00502U	V911 IRR LIC UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
2	809800-35112	V911 IRR SW SPT 3YR	EA	$749.25	6.00%	$1,498.50	$704.30	$1,408.59
2	61050-G819605-5Y	LAPTOP ZBOOK15 G6 W/O OS & WARR 5YR	EA	$3,048.75	6.00%	$6,097.50	$2,865.83	$5,731.65
2	04000-00441	WINDOWS 10 LTSC LIC	EA	$116.25	6.00%	$232.50	$109.28	$218.55
2	65000-00263	DOCK STATION THUNDERBOLT KIT	EA	$632.50	6.00%	$1,265.00	$594.55	$1,189.10
2	64021-10025	KYBD/MOUSE BNDL	EA	$55.00	6.00%	$110.00	$51.70	$103.40
2	65000-00249	CBL PATCH BLUE SNAGLESS 50FT	EA	$17.00	6.00%	$34.00	$15.98	$31.96
2	63000-221693	MNTR FP WIDE SCRN LED 22IN	EA	$296.25	6.00%	$592.50	$278.48	$556.95
2	64007-50022	KEYPAD 24-KEY USB CBL 25FT	EA	$155.00	6.00%	$310.00	$145.70	$291.40
2	809800-35109	V911 IWS CFG	EA	$298.51	6.00%	$597.02	$280.60	$561.20
2	809800-35108	V911 IWS STG FEE	EA	$447.76	6.00%	$895.52	$420.89	$841.79
2	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG	EA	$0.00	6.00%	$0.00	$0.00	$0.00
2	SA-MSG-ALSL-3Y	SPT V-ANLYT STD 3YR	EA	$489.55	6.00%	$979.10	$460.18	$920.35
1	873399-00103.5U	V-ANLYT 3.5 DOC/MED UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00

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ONONDAGA COUNTY, YORK		REQUEST FOR PROPOSAL: #21-3400-001		DETAILED LINE ITEM PRICING - SECTION 7.8.1 - PROJECT PRICING				
QUANTITY	PART NUMBER	DESCRIPTION	U/M	MSRP EA	DISCOUNT	LIST PRICE TOTAL	OFFER PRICE EA	OFFER TOTAL
1	873391-00501U	V-ANLYT STD LIC UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
3	873391-00301U	V-ANLYT USER LIC UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
28	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG	EA	$0.00	6.00%	$0.00	$0.00	$0.00
28	SA-MSG-ALSL-3Y	SPT V-ANLYT STD 3YR	EA	$489.55	6.00%	$13,707.40	$460.18	$12,884.96
1	873391-00901U	V-ANLYT ADV RPT PKG LIC UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	62040-G819204	SVR 2U RACK ENH DL380/G10 2.2	EA	$6,220.00	6.00%	$6,220.00	$5,846.80	$5,846.80
6	64000-20064	HARD DRIVE 300GB 12G SAS 10K	EA	$548.75	6.00%	$3,292.50	$515.83	$3,094.95
4	6400C-40044	8GB RAM G10	EA	$390.00	6.00%	$1,560.00	$366.60	$1,466.40
1	62033-2GB4T04	SVR NAS 8TB	EA	$2,067.00	6.00%	$2,067.00	$1,942.98	$1,942.98
1	04000-00444	SVR WIN2019 STD DWNGRD 2012	EA	$1,591.25	6.00%	$1,591.25	$1,495.78	$1,495.78
1	04000-00319	SQL 2014 CAL RUN EMB LIC	EA	$137.50	6.00%	$137.50	$129.25	$129.25
1	04000-00346	SQL 2014 SVR RUN EMB LIC	EA	$5,334.33	6.00%	$5,334.33	$5,014.27	$5,014.27
1	04000-00436	PRESENTENSE TIME CLIENT 5.1	EA	$68.75	6.00%	$68.75	$64.63	$64.63
1	809800-01416	MIS SVR CFG	EA	$746.27	6.00%	$746.27	$701.49	$701.49
3	04000-00398	M&R SVR AGENT LIC	EA	$734.33	6.00%	$2,202.99	$690.27	$2,070.81
3	809800-16363	M&R PM AV SVR SRVC 3YR	EA	$5,525.37	6.00%	$16,576.11	$5,193.85	$15,581.54
40	04000-00399	M&R WKST AGENT LIC	EA	$214.93	6.00%	$8,597.20	$202.03	$8,081.37
40	809800-16379	M&R PM AV WKST SRVC 3YR	EA	$2,246.27	6.00%	$89,850.80	$2,111.49	$84,459.75
20	04000-00400	M&R NETWORK/IP AGENT LIC	EA	$117.91	6.00%	$2,358.20	$110.84	$2,216.71
20	809800-16345	M&R IP DEVICE SRVC 3YR	EA	$1,477.61	6.00%	$29,552.20	$1,388.95	$27,779.07
1	04000-00127-SP	MED 1000B CHASSIS SPARE	EA	$2,293.75	6.00%	$2,293.75	$2,156.13	$2,156.13
5	04000-00116	MED 1000 FXO-LS BNDL	EA	$432.50	6.00%	$2,162.50	$406.55	$2,032.75
5	04000-00119	MED 1000 FXS-O BNDL	EA	$415.00	6.00%	$2,075.00	$390.10	$1,950.50
1	04000-29666-X	SWITCH 2960-X +CBL 48-PORT	EA	$3,863.75	6.00%	$3,863.75	$3,631.93	$3,631.93
1	04000-29690	WARR 2960-X 48P NBD 5YR	EA	$2,340.30	6.00%	$2,340.30	$2,199.88	$2,199.88
4	6400C-20030	HARD DRIVE 256GB SATA SSD	EA	$299.00	6.00%	$1,196.00	$281.06	$1,124.24
3	04000-01620	WARR 24X7 DL380G10 5YR	EA	$8,325.37	6.00%	$24,976.11	$7,825.85	$23,477.54
38	04000-01594	WARR NBD 600/705 G2/G3/G4/G5 5YR	EA	$171.64	6.00%	$6,522.32	$161.34	$6,130.98
90	809800-17006-SMS	FIELD ENG-EXPRESS SMS	EA	$108.96	6.00%	$9,806.40	$102.42	$9,218.02
43	809800-51007-SMS	SMS COORDINATION	UN	$111.94	6.00%	$4,813.42	$105.22	$4,524.61
32	809800-17006	FIELD ENG-EXPRESS	EA	$108.96	6.00%	$3,486.72	$102.42	$3,277.52
1	COLDINSTALL	COLD INSTALL	SITE	$40,094.81	0.00%	$40,094.81	$40,094.81	$40,094.81
1	PMONSITE	PM ONSITE	SITE	$46,530.00	0.00%	$46,530.00	$46,530.00	$46,530.00
1	ENGINEERING	ENGINEERING	SITE	$36,000.00	0.00%	$36,000.00	$36,000.00	$36,000.00
1	MAINTSRVC3Y	MAINT SERVICE 3YR	EA	$750,000.00	0.00%	$750,000.00	$750,000.00	$750,000.00
1	870899-0104R7.6U	V911 R7.6 DOC/MED UPG	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	873099-03002U	V911 CAD INTF LIC UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00

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ONONDAGA COUNTY, YORK		REQUEST FOR PROPOSAL: #21-3400-001	DETAILED LINE ITEM PRICING - SECTION 7.8.1 - PROJECT PRICING					
QUANTITY	PART NUMBER	DESCRIPTION	U/M	MSRP EA	DISCOUNT	LIST PRICE TOTAL	OFFER PRICE EA	OFFER TOTAL
1	853031-DLLL-GD-2	V-DL SVR LG LOW BNDL GEO	EA	$24,143.28	6.00%	$24,143.28	$22,694.68	$22,694.68
2	04000-68007	V-SVR BASIC SPT 3YR	EA	$357.50	6.00%	$715.00	$336.05	$672.10
17	873090-11102	V911 LIC EIM MOD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	$1,119.40	6.00%	$1,119.40	$1,052.24	$1,052.24
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	$1,119.40	6.00%	$1,119.40	$1,052.24	$1,052.24
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	$1,119.40	6.00%	$1,119.40	$1,052.24	$1,052.24
1	873099-00602U	V911 CDR SVR LIC UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
17	873099-01102U	V911 CDR PER SEAT LIC UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
17	873099-00802U	V911 ACT VIEW LIC PER ST UP	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	873099-00702U	V911 ACTIV VIEW SYS LIC UPG	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	809800-35122	V911 ACT VIEW SW SPT 3YR	EA	$2,632.84	6.00%	$2,632.84	$2,474.87	$2,474.87
2	809800-17116	VHUD TEMP BUILD - STD	EA	$1,791.04	6.00%	$3,582.08	$1,683.58	$3,367.16
1	04000-54009U	VHUD DATA ACCESS LICENSE UPG	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	04000-54009	VHUD DATA ACCESS LICENSE	EA	$1,641.25	6.00%	$1,641.25	$1,542.78	$1,542.78
2	809800-35347	VHUD DATA ACCESS LIC SPT 3YR	EA	$1,512.50	6.00%	$3,025.00	$1,421.75	$2,843.50
2	04000-00555	VHUD ARIES SGL CH MED PLAYER	EA	$1,882.50	6.00%	$3,765.00	$1,769.55	$3,539.10
2	04000-02516	VHUD ARIES HW WARR 3YR	EA	$461.25	6.00%	$922.50	$433.58	$867.15
17	870809-00701U	VHUD VIEWER PER SEAT MIG UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	04000-54007U	VHUD SUPV VIEWER LIC UPG	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	809800-35342	VHUD SUPV VIEWER SPT 3YR	EA	$722.50	6.00%	$722.50	$679.15	$679.15
1	61000-409612	DKTP ELITE MINI 705 G5 W/O OS	EA	$1,052.00	6.00%	$1,052.00	$988.88	$988.88
1	04000-00441	WINDOWS 10 LTSC LIC	EA	$116.25	6.00%	$116.25	$109.28	$109.28
1	64000-00600	PC MOUNTING BRKT	EA	$68.75	6.00%	$68.75	$64.63	$64.63
1	63000-221693	MNTR FP WIDE SCRN LED 22IN	EA	$296.25	6.00%	$296.25	$278.48	$278.48
1	809800-00102	GENERIC WKST CFG FEE	EA	$373.13	6.00%	$373.13	$350.74	$350.74
2	63002-55053	MNTR LED 55IN BLK	EA	$1,697.50	6.00%	$3,395.00	$1,595.65	$3,191.30
2	63002-55052	MNTR SPKR R/L 55IN	EA	$345.00	6.00%	$690.00	$324.30	$648.60
2	64000-00501	BRKT WALL MNT MNTR LCD LG	EA	$167.50	6.00%	$335.00	$157.45	$314.90
2	04000-13359	CBL DP M/M 3FT BLK	EA	$7.50	6.00%	$15.00	$7.05	$14.10
1	BA-MGD-VSSL-M	GEO-DIV LIC MIG SYS	EA	$0.00	6.00%	$0.00	$0.00	$0.00
17	PS-0AD-VSML-M	VADV MLTP SEAT LIC NFEE	EA	$0.00	6.00%	$0.00	$0.00	$0.00
17	SS-0AD-VSSL-3Y	SPT VADV 3YR	EA	$5,265.67	6.00%	$89,516.39	$4,949.73	$84,145.41
17	873099-00502U	V911 IRR LIC UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
17	809800-35112	V911 IRR SW SPT 3YR	EA	$749.25	6.00%	$12,737.25	$704.30	$11,973.02

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ONONDAGA COUNTY, YORK		REQUEST FOR PROPOSAL: #21-3400-001	DETAILED LINE ITEM PRICING - SECTION 7.8.1 - PROJECT PRICING					
QUANTITY	PART NUMBER	DESCRIPTION	U/M	MSRP EA	DISCOUNT	LIST PRICE TOTAL	OFFER PRICE EA	OFFER TOTAL
17	61000-409612	DKTP ELITE MINI 705 G5 W/O OS	EA	$1,052.00	6.00%	$17,884.00	$988.88	$16,810.96
17	04000-00441	WINDOWS 10 LTSC LIC	EA	$116.25	6.00%	$1,976.25	$109.28	$1,857.68
17	63000-221693	MNTR FP WIDE SCRN LED 22IN	EA	$296.25	6.00%	$5,036.25	$278.48	$4,734.08
17	64007-50022	KEYPAD 24-KEY USB CBL 25FT	EA	$155.00	6.00%	$2,635.00	$145.70	$2,476.90
17	809800-35109	V911 IWS CFG	EA	$298.51	6.00%	$5,074.67	$280.60	$4,770.19
17	809800-35108	V911 IWS STG FEE	EA	$447.76	6.00%	$7,611.92	$420.89	$7,155.20
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	64040-60020	PRNTR USB/ETHERNET B/W LJ	EA	$492.50	6.00%	$492.50	$462.95	$462.95
3	03800-03060	FIREWALL 60E	EA	$712.50	6.00%	$2,137.50	$669.75	$2,009.25
3	03800-03063	WARR FIREWALL 60E 3YR	EA	$596.25	6.00%	$1,788.75	$560.48	$1,681.43
3	809800-00201	VPN CFG SVCS	EA	$298.51	6.00%	$895.53	$280.60	$841.80
3	809800-00200	CFG NTWK DEVICE	EA	$198.51	6.00%	$595.53	$186.60	$559.80
2	04000-29666-X	SWITCH 2960-X +CBL 48-PORT	EA	$3,863.75	6.00%	$7,727.50	$3,631.93	$7,263.85
2	04000-29683	WARR 2960-X 48P 24X7 3YR	EA	$2,782.09	6.00%	$5,564.18	$2,615.16	$5,230.33
3	04000-00129	MED 1000B CHASSIS BNDL	EA	$2,293.75	6.00%	$6,881.25	$2,156.13	$6,468.38
1	870890-74901	V911 M1KB FIRMWARE	EA	$0.00	6.00%	$0.00	$0.00	$0.00
3	04000-00188	SW SPT M1000 GATEWAY 3YR	EA	$1,343.28	6.00%	$4,029.84	$1,262.68	$3,788.05
9	04000-00116	MED 1000 FXO-LS BNDL	EA	$432.50	6.00%	$3,892.50	$406.55	$3,658.95
3	04000-00119	MED 1000 FXS-O BNDL	EA	$415.00	6.00%	$1,245.00	$390.10	$1,170.30
1	04000-RS232	BLKBX TL601A-R2 DATASHARE	EA	$461.25	6.00%	$461.25	$433.58	$433.58
5	65000-00262	KIT CBL RJ11 ADPTR DB25	EA	$18.75	6.00%	$93.75	$17.63	$88.13
1	04000-00159	BLKBX TL159A 8-PORT DATACAST	EA	$485.00	6.00%	$485.00	$455.90	$455.90
1	63009-192803	MNTR RACK KYBD KVM 19IN	EA	$1,498.75	6.00%	$1,498.75	$1,408.83	$1,408.83
3	873010-00202U	IP PHN LIC ENH UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
3	04000-16867	6867I PHN/ADPTR KIT	EA	$294.03	6.00%	$882.09	$276.39	$829.16
3	04000-01685	685i KEY EXP MOD	EA	$193.75	6.00%	$581.25	$182.13	$546.38
3	809800-10201	IP PHN CFG FEE PER PHN	EA	$74.63	6.00%	$223.89	$70.15	$210.46
3	873099-01102U	V911 CDR PER SEAT LIC UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
3	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG	EA	$0.00	6.00%	$0.00	$0.00	$0.00
3	SA-MSG-ALSL-3Y	SPT V-ANLYT STD 3YR	EA	$489.55	6.00%	$1,468.65	$460.18	$1,380.53
1	873391-00301U	V-ANLYT USER LIC UPGD	EA	$0.00	6.00%	$0.00	$0.00	$0.00
17	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG	EA	$0.00	6.00%	$0.00	$0.00	$0.00
17	SA-MSG-ALSL-3Y	SPT V-ANLYT STD 3YR	EA	$489.55	6.00%	$8,322.35	$460.18	$7,823.01
1	04000-00398	M&R SVR AGENT LIC	EA	$734.33	6.00%	$734.33	$690.27	$690.27
1	809800-16363	M&R PM AV SVR SRVC 3YR	EA	$5,525.37	6.00%	$5,525.37	$5,193.85	$5,193.85
19	04000-00399	M&R WKST AGENT LIC	EA	$214.93	6.00%	$4,083.67	$202.03	$3,838.65
19	809800-16379	M&R PM AV WKST SRVC 3YR	EA	$2,246.27	6.00%	$42,679.13	$2,111.49	$40,118.38

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

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ONONDAGA COUNTY, YORK **REQUEST FOR PROPOSAL: #21-3400-001** **DETAILED LINE ITEM PRICING - SECTION 7.8.1 - PROJECT PRICING**

QUANTITY	PART NUMBER	DESCRIPTION	U/M	MSRP EA	DISCOUNT	LIST PRICE TOTAL	OFFER PRICE EA	OFFER TOTAL
13	04000-00400	M&R NETWORK/IP AGENT LIC	EA	$117.91	6.00%	$1,532.83	$110.84	$1,440.86
13	809800-16345	M&R IP DEVICE SRVC 3YR	EA	$1,477.61	6.00%	$19,208.93	$1,388.95	$18,056.39
1	04000-01620	WARR 24X7 DL380G10 5YR	EA	$8,325.37	6.00%	$8,325.37	$7,825.85	$7,825.85
19	04000-01594	WARR NBD 600/705 G2/G3/G4/G5 5YR	EA	$171.64	6.00%	$3,261.16	$161.34	$3,065.49
					LIST	**$1,904,650.94**	**STANDARD DISC**	**$1,842,729.37**
					ADDITIONAL CUSTOMER LOYALTY DISCOUNT			**$175,633.31**
					TOTAL OFFER PRICE			**$1,667,096.06**

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

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ONONDAGA COUNTY, YORK **REQUEST FOR PROPOSAL: #21-3400-001** **LINE ITEM PRICING - SECTION 7.8.7 - ANNUAL MAINT./TECH., YEAR FOUR (4) OPTIONAL EXT.**

QUANTITY	PART NUMBER	DESCRIPTION	U/M	MSRP EA	DISCOUNT	LIST PRICE TOTAL	OFFER PRICE EA	OFFER TOTAL
2	04000-68005	V-SVR BASIC SPT 1YR	EA	$118.75	6.00%	$237.50	$111.63	$223.25
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	$1,119.40	6.00%	$1,119.40	$1,052.24	$1,052.24
3	809800-35120	V911 ACT VIEW SW SPT 1YR	EA	$988.06	6.00%	$2,964.18	$928.78	$2,786.33
1	809800-35310	VHUD ENT SPT 1YR	EA	$2,368.75	6.00%	$2,368.75	$2,226.63	$2,226.63
1	809800-35320	VHUD 1-4 SVR OPUT SPT 1YR	EA	$1,587.50	6.00%	$1,587.50	$1,492.25	$1,492.25
3	809800-35345	VHUD DATA ACCESS LIC SPT 1YR	EA	$588.75	6.00%	$1,766.25	$553.43	$1,660.28
4	809800-35340	VHUD SUPV VIEWER SPT 1YR	EA	$272.50	6.00%	$1,090.00	$256.15	$1,024.60
28	SS-0AD-VSSL-1Y	SPT VADV 1YR	EA	$1,974.63	6.00%	$55,289.64	$1,856.15	$51,972.26
28	809800-35110	V911 IRR SW SPT 1YR	EA	$280.60	6.00%	$7,856.80	$263.76	$7,385.39
8	04000-00186	SW SPT M1000 GATEWAY 1YR	EA	$447.76	6.00%	$3,582.08	$420.89	$3,367.16
6	SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	EA	$183.58	6.00%	$1,101.48	$172.57	$1,035.39
2	SS-0AD-VSSL-1Y	SPT VADV 1YR	EA	$1,974.63	6.00%	$3,949.26	$1,856.15	$3,712.30
2	809800-35110	V911 IRR SW SPT 1YR	EA	$280.60	6.00%	$561.20	$263.76	$527.53
2	SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	EA	$183.58	6.00%	$367.16	$172.57	$345.13
28	SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	EA	$183.58	6.00%	$5,140.24	$172.57	$4,831.83
3	809800-16361	M&R PM AV SVR SRVC 1YR	EA	$1,998.51	6.00%	$5,995.53	$1,878.60	$5,635.80
40	809800-16377	M&R PM AV WKST SRVC 1YR	EA	$805.97	6.00%	$32,238.80	$757.61	$30,304.47
20	809800-16343	M&R IP DEVICE SRVC 1YR	EA	$537.31	6.00%	$10,746.20	$505.07	$10,101.43
2	04000-68005	V-SVR BASIC SPT 1YR	EA	$118.75	6.00%	$237.50	$111.63	$223.25
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	$1,119.40	6.00%	$1,119.40	$1,052.24	$1,052.24
1	809800-35120	V911 ACT VIEW SW SPT 1YR	EA	$988.06	6.00%	$988.06	$928.78	$928.78
1	809800-35340	VHUD SUPV VIEWER SPT 1YR	EA	$272.50	6.00%	$272.50	$256.15	$256.15
17	SS-0AD-VSSL-1Y	SPT VADV 1YR	EA	$1,974.63	6.00%	$33,568.71	$1,856.15	$31,554.59
17	809800-35110	V911 IRR SW SPT 1YR	EA	$280.60	6.00%	$4,770.20	$263.76	$4,483.99
3	04000-00186	SW SPT M1000 GATEWAY 1YR	EA	$447.76	6.00%	$1,343.28	$420.89	$1,262.68
3	SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	EA	$183.58	6.00%	$550.74	$172.57	$517.70
17	SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	EA	$183.58	6.00%	$3,120.86	$172.57	$2,933.61
1	809800-16361	M&R PM AV SVR SRVC 1YR	EA	$1,998.51	6.00%	$1,998.51	$1,878.60	$1,878.60
19	809800-16377	M&R PM AV WKST SRVC 1YR	EA	$805.97	6.00%	$15,313.43	$757.61	$14,394.62
13	809800-16343	M&R IP DEVICE SRVC 1YR	EA	$537.31	6.00%	$6,985.03	$505.07	$6,565.93
1	MAINTSRVC1Y	MAINT SERVICE 1YR	EA	$250,000.00	0.00%	$250,000.00	$250,000.00	$250,000.00
					LIST	**$458,230.19**	**STANDARD DISC**	**$445,736.38**

ADDITIONAL CUSTOMER LOYALTY DISCOUNT **$36,587.63**

TOTAL OFFER PRICE **$409,148.75**

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

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ONONDAGA COUNTY, YORK **REQUEST FOR PROPOSAL: #21-3400-001** **LINE ITEM PRICING - SECTION 7.8.7 - ANNUAL MAINT./TECH., YEAR FIVE (5) OPTIONAL EXT.**

QUANTITY	PART NUMBER	DESCRIPTION	U/M	MSRP EA	DISCOUNT	LIST PRICE TOTAL	OFFER PRICE EA	OFFER TOTAL
2	04000-68005	V-SVR BASIC SPT 1YR	EA	$118.75	6.00%	$237.50	$111.63	$223.25
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	$1,119.40	6.00%	$1,119.40	$1,052.24	$1,052.24
3	809800-35120	V911 ACT VIEW SW SPT 1YR	EA	$988.06	6.00%	$2,964.18	$928.78	$2,786.33
1	809800-35310	VHUD ENT SPT 1YR	EA	$2,368.75	6.00%	$2,368.75	$2,226.63	$2,226.63
1	809800-35320	VHUD 1-4 SVR OPUT SPT 1YR	EA	$1,587.50	6.00%	$1,587.50	$1,492.25	$1,492.25
3	809800-35345	VHUD DATA ACCESS LIC SPT 1YR	EA	$588.75	6.00%	$1,766.25	$553.43	$1,660.28
4	809800-35340	VHUD SUPV VIEWER SPT 1YR	EA	$272.50	6.00%	$1,090.00	$256.15	$1,024.60
28	SS-0AD-VSSL-1Y	SPT VADV 1YR	EA	$1,974.63	6.00%	$55,289.64	$1,856.15	$51,972.26
28	809800-35110	V911 IRR SW SPT 1YR	EA	$280.60	6.00%	$7,856.80	$263.76	$7,385.39
8	04000-00186	SW SPT M1000 GATEWAY 1YR	EA	$447.76	6.00%	$3,582.08	$420.89	$3,367.16
6	SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	EA	$183.58	6.00%	$1,101.48	$172.57	$1,035.39
2	SS-0AD-VSSL-1Y	SPT VADV 1YR	EA	$1,974.63	6.00%	$3,949.26	$1,856.15	$3,712.30
2	809800-35110	V911 IRR SW SPT 1YR	EA	$280.60	6.00%	$561.20	$263.76	$527.53
2	SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	EA	$183.58	6.00%	$367.16	$172.57	$345.13
28	SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	EA	$183.58	6.00%	$5,140.24	$172.57	$4,831.83
3	809800-16361	M&R PM AV SVR SRVC 1YR	EA	$1,998.51	6.00%	$5,995.53	$1,878.60	$5,635.80
40	809800-16377	M&R PM AV WKST SRVC 1YR	EA	$805.97	6.00%	$32,238.80	$757.61	$30,304.47
20	809800-16343	M&R IP DEVICE SRVC 1YR	EA	$537.31	6.00%	$10,746.20	$505.07	$10,101.43
2	04000-68005	V-SVR BASIC SPT 1YR	EA	$118.75	6.00%	$237.50	$111.63	$223.25
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	$0.00	6.00%	$0.00	$0.00	$0.00
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	$1,119.40	6.00%	$1,119.40	$1,052.24	$1,052.24
1	809800-35120	V911 ACT VIEW SW SPT 1YR	EA	$988.06	6.00%	$988.06	$928.78	$928.78
1	809800-35340	VHUD SUPV VIEWER SPT 1YR	EA	$272.50	6.00%	$272.50	$256.15	$256.15
17	SS-0AD-VSSL-1Y	SPT VADV 1YR	EA	$1,974.63	6.00%	$33,568.71	$1,856.15	$31,554.59
17	809800-35110	V911 IRR SW SPT 1YR	EA	$280.60	6.00%	$4,770.20	$263.76	$4,483.99
3	04000-00186	SW SPT M1000 GATEWAY 1YR	EA	$447.76	6.00%	$1,343.28	$420.89	$1,262.68
3	SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	EA	$183.58	6.00%	$550.74	$172.57	$517.70
17	SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	EA	$183.58	6.00%	$3,120.86	$172.57	$2,933.61
1	809800-16361	M&R PM AV SVR SRVC 1YR	EA	$1,998.51	6.00%	$1,998.51	$1,878.60	$1,878.60
19	809800-16377	M&R PM AV WKST SRVC 1YR	EA	$805.97	6.00%	$15,313.43	$757.61	$14,394.62
13	809800-16343	M&R IP DEVICE SRVC 1YR	EA	$537.31	6.00%	$6,985.03	$505.07	$6,565.93
1	MAINTSRVC1Y	MAINT SERVICE 1YR	EA	$250,000.00	0.00%	$250,000.00	$250,000.00	$250,000.00
					LIST	**$458,230.19**	**STANDARD DISC**	**$445,736.38**

ADDITIONAL CUSTOMER LOYALTY DISCOUNT **$36,587.63**

TOTAL OFFER PRICE **$409,148.75**

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

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ONONDAGA COUNTY, YORK **REQUEST FOR PROPOSAL: #21-3400-001** **LINE ITEM PRICING - SECTION 7.8.2 - OPTIONAL VESTA ADVANCED CYBERSECURITY SERVICES**

QUANTITY	PART NUMBER	DESCRIPTION	U/M	MSRP EA	DISCOUNT	LIST PRICE TOTAL	OFFER PRICE EA	TOTAL
1	04000-ONDG01	ADV CYBERSCRTY 1YR - XLRG	EA	$137,400.00	0.00%	$137,400.00	$137,400.00	$137,400.00

LIST	**$137,400.00**	**STANDARD DISC**	**$137,400.00**
ADDITIONAL CUSTOMER LOYALTY DISCOUNT			**$20,610.00**
TOTAL OFFER PRICE			**$116,790.00**

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Section 8. Sustainability Solutions and Practices

Environment
Motorola Solutions is working to be part of the solution to climate change and to reduce the environmental footprint of our products, operations, and supply chain.

We approach this in several ways — improving the environmental profile of our products, running our operations in a safe and energy-efficient manner, and helping our customers to be greener when they use our products.

The following long-term objectives reflect our ideals and provide a vision of how we intend to contribute to sustainable development:

- Product stewardship: Evaluate and improve environmental attributes and safety of new products.
- Zero waste: Minimize waste generation and reuse or recycle all waste materials.
- Benign emissions: Eliminate from manufacturing sites all emissions that adversely impact the environment.
- Closed loop: Promote the use of recycled materials to conserve natural resources.
- Green energy: Use energy in highly efficient ways at sites, and increase use of renewable energy.
- Zero occupational injuries and illnesses: Create a workplace free of occupational injuries and illnesses.

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Section 9. Clarifications

9.1 Bankruptcy and/or Lawsuits

Motorola Solutions, Inc. ("Motorola Solutions") is a public company. Motorola Solutions and its subsidiaries have been a party to many civil lawsuits in the past ten (10) years. However, Motorola Solutions discloses all material litigation in its Annual and Quarterly reports filed with the United States Securities and Exchange Commission. The Annual Report on Form 10-K, as filed with the SEC for the fiscal year ended December 31, 2020, and any subsequent Quarterly Reports on Form 10-Q, contain a description of litigation considered to be material in accordance with the public disclosure requirements of the SEC. Because the Annual Report and Quarterly Reports contain only such litigation, as is material for public disclosure under SEC rules, it may not list all litigation with which Motorola Solutions or its subsidiaries are presently involved. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website,

https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx.

Additionally, to the best of its information and belief, Motorola Solutions does not have any bankruptcy filings affecting Motorola Solutions in the last ten (10) years.

9.2 VESTA Call System Upgrade Purchase Clarifications

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Onondaga County Executive Department, Division of Purchase ("County")
Request for Proposal VESTA Call System Upgrades
RFP #21-3400-001 ("RFP")
Bid Designation: Public

Vesta Call System Upgrade Purchase - CLARIFICATIONS

Motorola Solutions, Inc. ("Motorola Solutions") is offering a Vesta Call System upgrade project ("Project") as a capital expenditure purchase / sale of goods and related services. For the Project offering, Motorola Solutions proposes the terms and conditions of the enclosed Communications System and Services Agreement ("CSSA"), including applicable Addenda, attached hereto and incorporated herein as Exhibit A, along with the clarifications in the table below applicable to the Project sale in response to the RFP.

Section/ Subsection #	[Section Name]
Section 6.1	Motorola Solutions proposes to clarify the general indemnification provision to bind risk and provide favorable pricing to the County. Motorola Solutions proposes to modify Section 6.1 (Defense, Indemnification, and Hold Harmless) as follows: 6.1. **DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS** To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless County, and County's agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to ***tangible*** ~~any~~ property ~~(including loss of use thereof)~~ ***to the extent*** arising out of ~~or in connection with~~ the performance of the Agreement and ~~alleged to be~~ caused ~~in whole or in part~~ by (i) the ~~culpable~~ ***negligent*** acts or omissions of the Contractor, it's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the ***negligent*** breakage ~~or malfunctioning~~ of any tools, supplies, scaffolding or other equipment used by or furnished to Contractor, it's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. ~~This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.~~ This provision shall not be construed to require the Contractor to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed tonegate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.
Section 6.2	Motorola Solutions proposes to clarify the insurance provision to bind risk and provide more favorable pricing to the County. Motorola Solutions proposes to modify Section 6.2 (Insurance) as follows: 6.2 Insurance 6.2.1. Liability Insurance Contractor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A.M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage,

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or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

6.2.2. Contractor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Contractor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract ***and workers compensation***, shall be endorsed by the insurer to ~~name, make, and add~~ ***include*** County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall ~~be endorsed by the insurer to~~ obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary ~~to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to~~ ***Contractor shall*** give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, ~~by the insurer's~~ delivering the notice to County's Department of Law, John H. Mulroy CivicCenter, 421 Montgomery Street, Syracuse, NY 13202. ~~Each insurance contract shall be approved and accepted by County.~~

6.2.3. Contractor shall obtain these insurance contracts:

6.2.3.1. Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, ~~however~~ arising, in a***n*** ~~minimum~~ amount $***2***~~1~~ million for each occurrence of, and in a***n*** ~~minimum~~ amount of $***3***~~2~~ million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

6.2.3.2. Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a***n*** ~~minimum~~ amount of $***2***~~1~~ million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, orcollateral to, this agreement.

~~6.2.3.3. Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability~~

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~~insurance contract required by this agreement, in a minimum amount of $1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.~~

6.2.3.4. Professional liability ***errors and omissions*** insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a***n*** ~~minimum~~ amount of $2 million for each ***claims*** ~~occurrence~~ of, and in a***n*** ~~minimum~~ amount of $4 million for any aggregate of ~~occurrences~~ ***claims*** of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

6.2.3.5. Contractor shall deliver to County's Department of Law, before this agreement may be ~~made or~~ performed, and ~~from time to time as is reasonable~~ ***at policy renewal during term of contract***, as evidence that Contractor has obtained the insurance as required by this agreement, ~~both~~ a***n Acord 25*** form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Contractor ~~and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of County, Contractor shall deliver to County's Department of Law a copy of any insurance contract required by this agreement~~.

6.2.4. WORKERS' COMPENSATION AND DISABILITY BENEFITS

6.2.4.1. This agreement shall be void and of no effect unless Contractor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2. Contractor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Contractor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Contractor's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

6.2.4.2.1. 1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.2. 2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6.2.4.2.3. 3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Contractor, and other person or entity making or performing this agreement, has secured

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	compensation, by being a participant in a workers' compensation group self- insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law. 6.2.4.2.4. 4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law. 6.2.4.2.5. 5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law. 6.2.4.2.6. 6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self- insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law. 6.2.4.2.7. 7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.
	ADDITIONAL OFFEROR PROVISIONS
	Motorola Solutions proposes the following limitation of liability provision to bind risk and provide favorable price to County: ***Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.***
Additional Terms and Conditions	Motorola Solutions respectfully proposes the terms and conditions of the enclosed Communications System and Services Agreement ("CSSA"), including applicable Addenda, attached hereto and incorporated herein as Exhibit A, with the foregoing clarifications provided in the RFP.

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Onondaga County Executive Department, Division of Purchase
Request for Proposal VESTA Call System Upgrades
RFP #21-3400-001
Exhibit A

Communications System and Services Agreement

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

Section 1 ATTACHMENTS

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

Exhibit A "Motorola Software License Agreement"
Exhibit B "Payment"
Exhibit C Technical and Implementation Documents
- C-1 "System Description" dated _____
- C-2 "Pricing Summary & Equipment List" dated _____
- C-3 "Implementation Statement of Work" dated _____
- C-4 "Acceptance Test Plan" or "ATP" dated _____
- C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

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

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

"Motorola Software" means software that Motorola or its affiliated companies owns.

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

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

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

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

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

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

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

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

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

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

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

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

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

"System Acceptance" means the Acceptance Tests have been successfully completed.

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

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

Section 3 SCOPE OF AGREEMENT AND TERM

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

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

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

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

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

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the

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standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

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

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

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

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

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

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

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

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will

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safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

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

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

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

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

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

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

Section 5 PERFORMANCE SCHEDULE

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

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

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

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $2,485,393.56. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except

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for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

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

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name: Kevin Sprker
Address: 3911 Central Ave, Syracuse, New York 13215
Phone: 315-435-1446

E-INVOICE. To receive invoices via email:
Customer Account Number:
Customer Accounts Payable Email: kspraker@ongov.net
Customer CC(optional) Email: gigilove@ongov.net

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: Kevin Spraker
Address: 3911 Central Ave, Syracuse, New York 13215

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name: Kevin Spraker
Address: 3911 Central Ave, Syracuse, New York 13215
Phone: 315-435-1446

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

Section 7 SITES AND SITE CONDITIONS

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

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

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

Section 8 TRAINING

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

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recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

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

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

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

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

Section 10 REPRESENTATIONS AND WARRANTIES

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

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

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

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

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

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

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

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

Section 11 DELAYS

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

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

Section 12 DISPUTES

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

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

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

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the

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Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

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

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

Section 13 DEFAULT AND TERMINATION

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

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

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

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

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested

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by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

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

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

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

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Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

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

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

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

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

16.4 DATA AND FEEDBACK.

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

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

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

Section 17 GENERAL

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

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

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

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

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

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

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

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

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

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

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

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

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

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

Motorola Solutions, Inc.

By: DocuSigned by: 601A7612FF47417...

Name: Roy Kirchner, Jr.

Title: Vice President

Date: 7/16/2021

Customer

By: DocuSigned by: ED7048CACD364AD...

Name: J. Ryan McMahon, II

Title: County Executive

Date: 7/21/2021

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Exhibit A
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Onondaga County ("Licensee").

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF

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ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

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

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

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

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

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software.

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Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

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

Section 8 TERM AND TERMINATION

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

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

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

Section 9 Commercial Computer Software

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

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

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

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

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

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

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

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

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

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Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

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 from Staging;**
3. **10% of the Contract Price due upon installation of equipment; and**
4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

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

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

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

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EXHIBIT D

System Acceptance Certificate

Customer Name: Onondaga County

Project Name: E911 VESTA Refresh

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

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: Kevin Spraker	Print Name: _____
Title: Deputy Commissioner-Administration	Title: _____
Date: _____	Date: _____

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

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: Kevin Spraker	Print Name: _____
Title: Deputy Commissioner-Administration	Title: _____
Date: _____	Date: _____

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MAINTENANCE AND SUPPORT ADDENDUM

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

1. DEFINITIONS

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

2. SCOPE

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

3. TERMS AND CONDITIONS

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

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

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

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

3.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for all services performed.

3.4.1 Unearned Discount: If the Customer terminates a multi-year Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination equal to the discount applied to the last three (3) years of Service payments for the original Term. This is not a penalty but a reconciliation of the discounted pricing schedule for a multi-year commitment.

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

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

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

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quality will be used for Equipment maintenance.

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

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

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

3.11 EXCLUDED SERVICES.

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

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

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

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

4. PAYMENT

4.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes

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or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

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

END

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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.

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"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

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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

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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.

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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

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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

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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

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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.

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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

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

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

BY: DocuSigned by: _____ ED7048CACD364AD...

NAME: J. Ryan McMahon, II

TITLE: County Executive

DATE: 7/21/2021

MOTOROLA SOLUTIONS, INC.

BY: DocuSigned by: _____ 601A7612FF47417...

NAME: Roy Kirchner, Jr.

TITLE: Vice President

DATE: 7/16/2021

BILL TO ADDRESS:

Name: Kevin Spraker
Address: 3911 Central Ave, Syracuse, NY 13215
Address:
Phone #: 315-435-7911
Email: kspraker@ongov.net & gigilove@ongov.net

Note: Invoices will be emailed to this address.

SHIP TO ADDRESS (If applicable):

Name: Kevin Spraker
Address: 3911 Central Ave, Syracuse, NY13215
Address:
Phone #: 315-435-1446

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

FINAL DESTINATION (If applicable):
Name: Kevin Spraker
Address: 3911 Central Ave, Syracuse, NY 13215
Address: _____
Phone #: 315-435-1446

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

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Section 10. Optional Cybersecurity Services

Where other vendors who offer cybersecurity sit only on the outside and monitor what is trying to get in, our service also monitors VESTA from INSIDE the system. This allows for a better picture of what is truly happening. We are the only ones who build security into the fabric of the product; working with product and engineering teams to know what is safe to do within the system. We are the only vendor who can deliver this, and it is not an afterthought add-on.

This offering is only available to our direct customers; it is not available on systems maintained through channels.

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STAY VIGILANT: PROTECT YOUR VESTA® 9-1-1 NETWORK WITH ADVANCED CYBERSECURITY SERVICES

CYBER ATTACKS CAN LEAD TO DOWNTIME

As cyber attacks become more frequent and sophisticated, and mission-critical communications networks become interconnected to other IP-based systems, prevention and proactive risk management are critical. In addition, finding and retaining qualified cybersecurity professionals is more challenging than ever. As a result, Public Safety Answering Points (PSAPs) must consider next-generation cybersecurity solutions to better detect and defend against advanced threats.

STAY AHEAD OF THREATS

Protecting people starts with protecting the PSAP, and public safety organizations need mission-critical networks to be fully available and resilient to cyber attacks. The risks to organizations both large and small are growing as threats like ransomware become increasingly profitable for cyber criminals. Having security elements like antivirus, firewalls or unmonitored intrusion detection systems inspecting traffic is no longer enough. A cyber attack can not only bring your network down — it can also cost you millions of dollars in remediation, along with lost trust and damage to your reputation. Most importantly, downtime can result in lost lives.

Motorola Solutions advanced Cybersecurity Services can proactively identify weaknesses through continuous vulnerability scanning, and enable faster response to cyber attacks through signature and anomaly-based network intrusion detection.

In addition, we constantly monitor public safety-specific threat intelligence across radio and emergency call handling, as well as surface web and dark web intelligence, giving us extensive visibility into threats and threat actors targeting public safety.

SYSTEMATIC APPROACH TO MITIGATE RISKS

DETECT
Proactive event monitoring & automated alerts

ANALYZE
Real-time analysis correlation

INVESTIGATE
Incident investigation and evaluation

REPORT
Advanced data analytics

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

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KEY CAPABILITIES

24X7 SECURITY OPERATIONS CENTER (SOC)

Motorola Solutions cloud-based ActiveEye℠ platform provides a single pane of glass for your operations team to monitor the security of your infrastructure, ensuring you're always in the loop. Staying informed is as easy as setting up notifications channels that match the way you work. Whether you communicate best over Slack, Teams, PagerDuty, email or phone, the ActiveEye team can easily stay in touch. As a co-managed security solution, the ActiveEye platform allows you to be fully engaged with our 24/7 SOC and perform your own investigations and data analysis as needed.

SECURITY MONITORING

Comprehensive Security Monitoring services include log collection and analysis, network intrusion detection and network traffic analysis. This enables us to establish a baseline for what's "normal" on your network and spot any anomalies that may indicate malicious activity within it, including malware, ransomware or worms. By continuously monitoring network traffic, we can also detect data exfiltration or early signs of DDoS attacks and other threats.

VULNERABILITY AND THREAT MANAGEMENT

Our automated and recurring Vulnerability Scanning solutions provide insights into weaknesses in your network. With Vulnerability and Threat Management, you'll be alerted to critical vulnerabilities that require action.

STRATEGIC THREAT INTELLIGENCE

We have an internal threat intelligence program focused on the current cyber threats to public safety, as well as capabilities to provide surface web and dark web threat intelligence. We leverage this real-world data to protect our systems from the adversaries who are attacking public safety agencies. Our Strategic Threat Intelligence capabilities can be purchased in combination with our other cybersecurity offerings, or as a standalone service. Automated threat hunting services included with this service look for indicators of compromise (IOC) to identify attackers who may already be on your network.

MOTOROLA SOLUTIONS — YOUR TRUSTED PARTNER

As a leading provider of mission-critical solutions, we understand your mission can only be as secure as your partners enable you to be. Our goal is to provide you with transparency, accountability and security that's built-in from the start.

We believe that our set of highly knowledgeable people with industry certifications, best-in-class organizational policies and procedures and state-of-the-art automation and analytics tools enables us to uniquely deliver enhanced cybersecurity solutions that address your needs today and in the future.

GLOBAL SCALE & EXPERIENCE

300+

SECURITY EXPERTS FOCUSED ON 24/7 MONITORING & RESPONSE

9B

SECURITY EVENTS PROACTIVELY MONITORED EACH DAY

100%

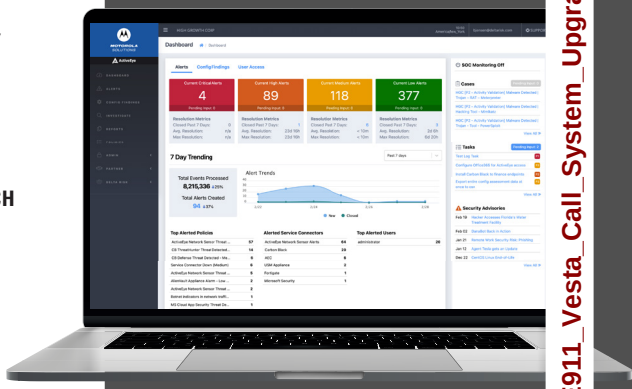
CO-MANAGED APPROACH FOR VISIBILITY AND CONTROL

20+

YEARS OF EXPERIENCE DEVELOPING CYBERSECURITY SOLUTIONS

GET 24/7 CYBERSECURITY COVERAGE

Our ActiveEye℠ platform provides comprehensive, 24/7 cybersecurity coverage, while our SOC experts continuously monitor your systems and data to detect and respond to threats.



Get complete visibility into all security activity via a single view.

For more information on Cybersecurity Services contact your Motorola Solutions representative or visit us at **www.motorolasolutions.com/cybersecurity**

MOTOROLA SOLUTIONS

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, Il 60661 U.S.A. **motorolasolutions.com**

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Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

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REQUEST FOR PROPOSAL

TITLE: VESTA Call System Upgrades

NUMBER: #21-3400-001

CLOSING DATE AND TIME: April 2, 2021, 4:00 P.M.

DELIVER TO: Onondaga County Division of Purchase

Onondaga County
Executive Department
Division of Purchase
John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

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CQ# 341468

Attorney/Client Privileg Communication

CONTRACT SUMMARY FORM

(●) New ( ) Renewal ( ) Amendment/Change Order

(●) Service ( ) Product ( ) Revenue ( ) Public Work

Explain:

( ) Bid (●) RFP ( ) Other _____

Contractor: Motorola Solutions, Inc.

Department: E911

Amount: $2,485,393.56

Start Date: 10/1/21 End Date: 9/30/26

Remarks: Bid contract for Vespa Call System Upgrades for E 911 which includes primary and secondary call centers. Contract includes: hardware, software, install, help desk, and support services.

Approving Atty: Patrick Kilmartin

Print Form Reset Form

DS MP

CONFIDENTIALITY NOTICE: This document is intended only for the use of the individual or entity to which it is addressed and may contain confidential information which is protected by the attorney-client privilege, caseworker-client privilege or other statutory prohibition against disclosure. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this document in error, please immediately notify us by telephone to arrange for the return of the document.

Current Date 6/9/21

Attachment: Onondaga (signed contract) E911_Vesta_Call_System_Upgrade_Motorola_Solut (272-22 : Authorize Lease Contract - 911

Attachment: Cortland County 2 YR MTC Extension Proposal (272-22 : Authorize Lease Contract - 911 Telephone System - Department of

Cortland County, NY

2 YR Maintenance Extension

March 2022

Mike Wolfe

Director

Office: (570) 208-5224

Email: Michael.Wolfe@ftr.com

Frontier Communications Corporation

401 Merritt 7, Norwalk, CT 06851 | frontier.com

This proposal is confidential and contains proprietary information. The contents contained herein are not to be shared with parties other than the customer and its employees named in this document. This document is confidential and the property of Frontier Communications Corporation.

Why you should partner with Frontier

Frontier offers end-to-end data, voice and video solutions to businesses of all sizes. We're committed to providing next generation technology that's flexible and reliable, ready to grow with your business. And you'll enjoy the convenience of having one single, responsive source for all your communications needs. Choose from our fully integrated product portfolio, including:

- Public Safety Solutions
- Dedicated Internet Access
- Managed IP VPN
- VoIP (hosted and premise based)
- Communications & Network Equipment
- Optical Transport Services
- Managed IT Services
- Audio, Web & Video Conferencing
- Wireless Data Access/Wi-Fi
- Data Backup & Recovery
- Business High-Speed Internet
- Local & Long-Distance Service
- Computer Security

Frontier Provides

- ✓ State-of-the-art network
- ✓ 24/7 expert tech support
- ✓ 100% U.S.-based workforce
- ✓ Global capabilities
- ✓ Customized solutions
- ✓ Comprehensive product portfolio
- ✓ Dedicated Account Executives

Mike Wolfe and Dan Kelley have created a custom-designed plan based on your needs and budget. Our service commitment also includes, but is not limited to:

- Dedicated 9-1-1 Customer Care Center offering 24x7x365 service
- Dedicated 9-1-1 Service Management
- Certified locally based 9-1-1 technicians and 9-1-1 tier II technical support.

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Frontier COMMUNICATIONS | 9-1-1 Public Safety

Attachment: Cortland County 2 YR MTC Extension Proposal (272-22 : Authorize Lease Contract - 911 Telephone System - Department of

Qty	Description	Unit Price	Extended Price
1	VESTA® 9-1-1 Servers		
1	V-SVR BASIC RNWL SPT 2YR	$271.43	$271.43
1	Note: Contract end date 12/13/2022. Only available in annual increments.		
1	VESTA® 9-1-1 Basic Operations		
6	SPT VS BSC 2YR	$2,805.71	$16,834.26
1	Note: (6) Contract end date 12/13/2022.		
3	SPT VS BSC 7MTH	$867.14	$2,601.42
1	Note: (3) Contract end date 5/14/2023. Co-term to 11/30/2024.		
1	VESTA® 9-1-1 IRR Module		
6	V911 IRR SW SPT 2YR	$477.14	$2,862.84
1	Note: (6) Contract end date 12/13/2022.		
3	V911 IRR SW SPT 7MTH	$157.14	$471.42
1	Note: (3) Contract end date 5/14/2023. Co-term to 11/30/2024.		
1	Peripherals & Gateways		
2	SW SPT M1000 GATEWAY 2YR	$857.14	$1,714.28
1	Note: Contract end date 12/13/2022. Only available in annual increments.		
1	Note: Co-terming all support to 11/30/2024.		
1	VESTA® Analytics Standard - Multi Product Purchase		
6	SPT V-ANLYT STD 2YR	$331.43	$1,988.58
1	Note: (6) Contract end date 12/13/2022.		
3	SPT V-ANLYT STD 7MTH	$101.43	$304.29
1	Note: (3) Contract end date 5/14/2023. Co-term to 11/30/2024.		
1	Monitoring, PM & AV Service: Servers		
1	M&R PM AV SVR SRVC 8MTH	$1,280.00	$1,280.00

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Frontier COMMUNICATIONS | 9-1-1 Public Safety

Attachment: Cortland County 2 YR MTC Extension Proposal (272-22 : Authorize Lease Contract - 911 Telephone System - Department of

1	Note: (1) Contract end date 3/21/2023. Co-term to 11/30/2024.		
1	Monitoring, PM & AV Service: Workstations		
3	M&R PM AV WKST SRVC 7MTH	$450.00	$1,350.00
1	Note: (3) Contract end date 5/14/2023. Co-term to 11/30/2024.		
7	M&R PM AV WKST SRVC 8MTH	$514.29	$3,600.03
1	Note: (7) Contract end date 3/21/2023. Co-term to 11/30/2024.		
1	Monitoring, PM & AV Service: IP Devices		
7	M&R IP DEVICE SRVC 8MTH	$342.86	$2,400.02
1	Note: (7) Contract end date 3/21/2023. Co-term to 11/30/2024.		
1	VESTA® 9-1-1 Servers Backup Site		
1	V-SVR BASIC RNWL SPT 2YR	$271.43	$271.43
1	Note: Contract end date 12/13/2022. Only available in annual increments.		
1	VESTA® 9-1-1 Basic Operations		
4	SPT VS BSC 2YR	$2,805.71	$11,222.84
1	Note: (4) Contract end date 12/13/2022.		
1	VESTA® 9-1-1 IRR Module		
4	V911 IRR SW SPT 2YR	$477.14	$1,908.56
1	Note: (4) Contract end date 12/13/2022.		
1	Peripherals & Gateways		
2	SW SPT M1000 GATEWAY 2YR	$857.14	$1,714.28
1	Note: Contract end date 12/4/2022. Only available in annual increments.		
1	Note: Co-terming all support to 11/30/2024.		
1	VESTA® Analytics Standard - Multi Product Purchase		
4	SPT V-ANLYT STD 2YR	$331.43	$1,325.72
1	Note: (4) Contract end date 12/4/2022.		

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Frontier COMMUNICATIONS | 9-1-1 Public Safety

Attachment: Cortland County 2 YR MTC Extension Proposal (272-22 : Authorize Lease Contract - 911 Telephone System - Department of

1	Monitoring, PM & AV Service: Servers		
2	M&R PM AV SVR SRVC 8MTH	$1,280.00	$2,560.00
1	Note: (1) Contract end date 3/21/2023. Co-term to 11/30/2024.		
1	Monitoring, PM & AV Service: Workstations		
5	M&R PM AV WKST SRVC 8MTH	$514.29	$2,571.45
1	Note: (7) Contract end date 3/21/2023. Co-term to 11/30/2024.		
1	Monitoring, PM & AV Service: IP Devices		
8	M&R IP DEVICE SRVC 8MTH	$342.86	$2,742.88
1	Note: (7) Contract end date 3/21/2023. Co-term to 11/30/2024.		
	Material Summary		$59,995.73
	Labor,Misc.,Warranty,Freight		$38,089.72
	Project Total Investment		***$98,085.45***

The services set forth in this proposal will be provided by Frontier Communications and its affiliates (collectively referred to herein as “Frontier”). Frontier does not consider the proposal itself to be a legally binding offer to contract. Pricing contained within this document is budgetary, and a site survey may be required prior to a final quote. This quote is valid for up to thirty days from the date hereof. Taxes and surcharges are not included.

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Attachment: Cortland County 2 YR MTC Extension Proposal (272-22 : Authorize Lease Contract - 911 Telephone System - Department of

Cortland County NY 911

FRONTIER Vesta 911 Proposal

Hardware Refresh with 5 Years Maintenance and Support

Rev 1

11/15/2022

Dan Kelley

Office: (916) 704-1202

Email: Dan.kelley@ftr.com

Frontier Communications Corporation

401 Merritt 7, Norwalk, CT 06851 | frontier.com

Why you should partner with Frontier

Frontier offers end-to-end data, voice and video solutions to businesses of all sizes. We're committed to providing next generation technology that's flexible and reliable, ready to grow with your business. And you'll

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Attachment: Cortland County Frontier 911 HW refresh 5 year (272-22 : Authorize Lease Contract - 911 Telephone System - Department of

enjoy the convenience of having one single, responsive source for all your communications needs. Choose from our fully integrated product portfolio, including:

- Public Safety Solutions
- Dedicated Internet Access
- Managed IP VPN
- VoIP (hosted and premise based)
- Communications & Network Equipment
- Optical Transport Services
- Managed IT Services
- Audio, Web & Video Conferencing
- Wireless Data Access/Wi-Fi
- Data Backup & Recovery
- Business High-Speed Internet
- Local & Long-Distance Service
- Computer Security

Frontier Provides

- ✓ State-of-the-art network
- ✓ 24/7 expert tech support
- ✓ 100% U.S.-based workforce
- ✓ Global capabilities
- ✓ Customized solutions
- ✓ Comprehensive product portfolio
- ✓ Dedicated Account Executives

The Frontier team have created a custom-designed plan based on your needs and budget. Our service commitment also includes, but is not limited to:

- Dedicated 9-1-1 Customer Care Center offering 24x7x365 service
- Dedicated 9-1-1 Service Management
- Certified locally based 9-1-1 technicians and 9-1-1 tier II technical support.
- Detailed Scope of Work to be provided upon initial agreed upon configuration.

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Attachment: Cortland County Frontier 911 HW refresh 5 year (272-22 : Authorize Lease Contract - 911 Telephone System - Department of

Cost Breakdown

Qty	Part #	Description	Unit Price	Extended Price
		VESTA® 9-1-1 Side A		
1	870899-0104R7.9U	V911 R7.9 LIC/DOC/MED UPG		
1	873099-03002U	V911 CAD INTF LIC UPGD		
		VM Medium Server Bundle		
		Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.		
1	853031-DLSVRGD-2	V-DL MED SVR BNDL GEO	$27,310.22	$27,310.22
1	06500-00201	2-POST RELAY RACK MNT KIT	$545.23	$545.23
1	870890-75002	VIRTUAL MEDIA SET R7.0 016		
1	04000-68009	V-SVR BASIC SPT 5YR	$732.31	$732.31
2	03800-03070	FIREWALL 60F	$915.69	$1,831.38
		Note: Firewall supports Call and Text Handling for ESInet Interface Module (EIM), Text to 9-1-1 and Direct PSAP Interconnect (DPI).		
2	03800-03075	WARR FIREWALL 60F 5YR	$948.92	$1,897.84
2	809800-00200	CFG NTWK DEVICE	$204.62	$409.24
		Optional VESTA® SMS		
		Note: Customer is responsible for Text Control Center (TCC) services and network charges.		
1	870891-66301	VESTA 9-1-1 SMS LIC		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB		
		Note: Annual Subscription - Year 1		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB		
		Note: Annual Subscription - Year 2		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB		
		Note: Annual Subscription - Year 3		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB		
		Note: Annual Subscription - Year 4		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB		
		Note: Annual Subscription - Year 5		
		Optional VESTA RapidSOS		
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	$1,269.32	$1,269.32
		Note: Annual Subscription - Year 1		
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	$1,269.32	$1,269.32
		Note: Annual Subscription - Year 2		
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	$1,269.32	$1,269.32
		Note: Annual Subscription - Year 3		
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	$1,269.32	$1,269.32

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Attachment: Cortland County Frontier 911 HW refresh 5 year (272-22 : Authorize Lease Contract - 911 Telephone System - Department of

		Note: Annual Subscription - Year 4		
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	$1,269.32	$1,269.32
		Note: Annual Subscription - Year 5		
		Geo Diverse Add On License		
1	BA-MGD-VSSL-M	GEO-DIV LIC MIG SYS		
		VESTA® 9-1-1 Advanced Enhanced Operations		
		Note: RapidSOS Requires Advanced Licensing		
5	PS-0SQ-VSML-M	VS BSC MLTP SEAT LIC NFEE		
5	PA-0AD-VSSL	VADV LIC ADD-ON		
5	SS-0AD-VSSL-5Y	SPT VADV 5YR	$8,707.32	$43,536.60
5	809800-35130	V911 SW SPT TRNSFR		
		VESTA® 9-1-1 IRR Module		
5	873099-00502U	V911 IRR LIC UPGD		
5	809800-35114	V911 IRR SW SPT 5YR	$1,061.28	$5,306.40
5	809800-35130	V911 SW SPT TRNSFR		
		VESTA® Workstation Equipment		
5	61000-409620	DKTP ELITE MINI 800 G6 W/O OS	$1,768.62	$8,843.10
5	04000-00448	WINDOWS 10 LTSC LIC 21H2	$174.77	$873.85
5	63000-241692	MNTR 24IN FP WIDE SCR LED	$586.15	$2,930.75
5	64007-50022	KEYPAD 24-KEY USB CBL 25FT	$267.08	$1,335.40
5	65000-00197	KIT CBL DP/USB 15FT EXT	$32.31	$161.55
5	853030-00302	V911 SAM HDWR KIT	$2,597.54	$12,987.70
5	853004-00401	SAM EXT SPKR KIT	$258.46	$1,292.30
5	02800-20501	HDST 4W MOD ELEC MIC BLK	$56.92	$284.60
5	03044-20000	HDST CORD 12FT 4W MOD BLK	$4.62	$23.10
5	809800-35109	V911 IWS CFG	$307.69	$1,538.45
5	809800-35108	V911 IWS STG FEE	$461.54	$2,307.70
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	$73.85	$73.85
		VESTA® 9-1-1 Admin Printer		
1	64040-60019	PRNTR USB/ETHERNET COLOR Note: Inkjet Color printer. Recommended monthly volume, 7,500 pages.	$457.85	$457.85
1	65000-13403	CBL USB 2.0 A/B 10FT	$6.15	$6.15
		Network Equipment		
		Note: Firewall supports Remote and Internet Access for Managed Services, Remote position access and RapidSOS.		
1	03800-03070	FIREWALL 60F	$915.69	$915.69
1	03800-03075	WARR FIREWALL 60F 5YR	$948.92	$948.92
1	809800-00201	VPN CFG SVCS	$307.69	$307.69
2	04000-29638-X	SWITCH 2960-X+CBL 24-PORT	$4,059.08	$8,118.16
2	04000-29716	WARR 2960-X 24P 24X7 5YR	$5,051.66	$10,103.32
		Peripherals & Gateways (reuse existing)		
		ALI/CAD Output		
1	04000-00219	8-PORT RS-232 DATACAST 1U 110/220VAC	$2,972.31	$2,972.31
8	65000-03040	CABLE,CBL NULL MODEM DB25M/M 6FT	$34.46	$275.68

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1	04000-00220	RS-232 2-PORT SHARING 1U 110/220VAC	$2,160.00	$2,160.00
1	04000-01014-10	CBL SRL DB25M/DB9F 10FT	$15.38	$15.38
1		**Rack & Peripheral Equipment**		
1	06500-55053	7FT EQUIPMENT RACK 19IN	$423.08	$423.08
1	63000-192610	MNTR LCD 19IN	$627.69	$627.69
1	04000-00809	KVM 8-PORT SWITCH USB	$914.46	$914.46
		Time Synchronization Equipment		
		Reuse Existing		
		VESTA® Analytics Standard - Multi Product Purchase		
1	873391-00301U	V-ANLYT USER LIC UPGD		
5	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG		
5	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR	$808.95	$4,044.75
		Monitoring & Response (M&R): Activation Fee		
		Note: M&R Activation Fees will apply if M&R services are disabled prior to receipt of a PO for the M&R support renewal.		
1	809800-14150	M&R ACT FEE, SMALL SITE	$2,615.38	$2,615.38
		Monitoring, PM & AV Service: Servers		
		Note: Includes (1) DDS Server, (1) VESTA Analytics Server.		
1	04000-00398	M&R SVR AGENT LIC	$903.78	$903.78
1	809800-16365	M&R PM AV SVR SRVC 5YR	$9,896.62	$9,896.62
		Monitoring, PM & AV Service: Workstations		
		Note: Includes (5) Workstations, (1) Management Console.		
6	04000-00399	M&R WKST AGENT LIC	$264.52	$1,587.12
6	809800-16381	M&R PM AV WKST SRVC 5YR	$4,081.85	$24,491.10
		Monitoring, PM & AV Service: IP Devices		
		Note: Includes (1) Virtual Host/Machine, (1) MDS Server, (1) ASN Node 1, (1) ASN Repo, (2) Firewalls for EIM/SMS, (2) SBC Gateway Devices for EIM, (1) Firewall for Internet/Remote Access, (2) Cisco Switches, (2) Gateways, (1) 8TB/4TB NAS Device.		
13	04000-00400	M&R NETWORK/IP AGENT LIC	$145.12	$1,886.56
13	809800-16347	M&R IP DEVICE SRVC 5YR	$2,619.80	$34,057.40
		Server Extended Warranty		
		Note: Includes (1) VESTA 9-1-1 Server.		
1	04000-01620	WARR 24X7 DL380G10 5YR	$10,246.62	$10,246.62
		Note: Upgrade & uplift from 3 yr warranty 9x5 NBD to 5 yrs, 24x7, 4 hour response time.		
		Workstation Extended Warranty		
		Note: Includes (5) Workstations, (1) Management Console.		
6	04000-01594	WARR NBD 600/705/800/805 G2/G3/G4/G5/G6 5YR	$211.25	$1,267.50

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		Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.		
		Field Engineering Services		
480	809800-17007	FIELD ENG-STANDARD	$153.85	$73,848.00
		Services to Support VESTA® SMS		
90	809800-17006-SMS	FIELD ENG-EXPRESS SMS	$112.31	$10,107.90
43	809800-51007-SMS	PROJECT MGMT - REMOTE SMS COORDINATION	$115.38	$4,961.34
1	000001-06805-SMS	E-LEARN V9-1-1 SMS ADMIN DELTA TR - SMS SVC	$761.54	$761.54
		Note: Remote Field Engineering support to perform the configuration of VESTA SMS. Services include: * Firewall Configuration * VESTA 911 / VESTA SMS configuration * Import of VESTA SMS VM's (if applicable) * Preparation of screen layouts * TCC Testing * Carrier Testing * Express Field Engineering Services * Remote Project Management * E-Learn SMS Admin Delta Training Course		
1	809800-17038	COORDINATION SERVICES	$1,218.37	$1,218.37
		VESTA® 9-1-1 Side B		
1	870899-0104R7.9U	V911 R7.9 LIC/DOC/MED UPG		
1	873099-03002U	V911 CAD INTF LIC UPGD		
		VM Medium Server Bundle		
		Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.		
1	853031-DLSVRGD-2	V-DL MED SVR BNDL GEO	$27,310.22	$27,310.22
1	06500-00201	2-POST RELAY RACK MNT KIT	$545.23	$545.23
1	870890-75002	VIRTUAL MEDIA SET R7.0 016		
1	04000-68009	V-SVR BASIC SPT 5YR	$732.31	$732.31
2	03800-03070	FIREWALL 60F	$915.69	$1,831.38
		Note: Firewall supports Call and Text Handling for ESInet Interface Module (EIM), Text to 9-1-1 and Direct PSAP Interconnect (DPI).		
2	03800-03075	WARR FIREWALL 60F 5YR	$948.92	$1,897.84
2	809800-00200	CFG NTWK DEVICE	$204.62	$409.24
		Optional VESTA® SMS		
		Note: Customer is responsible for Text Control Center (TCC) services and network charges.		
1	870891-66301	VESTA 9-1-1 SMS LIC		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB Note: Annual Subscription - Year 1		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB Note: Annual Subscription - Year 2		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB Note: Annual Subscription - Year 3		

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1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB Note: Annual Subscription - Year 4		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB Note: Annual Subscription - Year 5		
		Optional VESTA RapidSOS		
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB Note: Annual Subscription - Year 1	$1,269.32	$1,269.32
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB Note: Annual Subscription - Year 2	$1,269.32	$1,269.32
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB Note: Annual Subscription - Year 3	$1,269.32	$1,269.32
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB Note: Annual Subscription - Year 4	$1,269.32	$1,269.32
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB Note: Annual Subscription - Year 5	$1,269.32	$1,269.32
		Geo Diverse Add On License		
1	BA-MGD-VSSL-M	GEO-DIV LIC MIG SYS		
		VESTA® 9-1-1 Advanced Enhanced Operations Note: RapidSOS Requires Advanced Licensing		
4	PS-0SQ-VSML-M	VS BSC MLTP SEAT LIC NFEE		
4	PA-0AD-VSSL	VADV LIC ADD-ON		
4	SS-0AD-VSSL-5Y	SPT VADV 5YR	$8,707.32	$34,829.28
4	809800-35130	V911 SW SPT TRNSFR		
		VESTA® 9-1-1 IRR Module		
4	873099-00502U	V911 IRR LIC UPGD		
4	809800-35114	V911 IRR SW SPT 5YR	$1,061.28	$4,245.12
4	809800-35130	V911 SW SPT TRNSFR		
		VESTA® Workstation Equipment		
4	61000-409620	DKTP ELITE MINI 800 G6 W/O OS	$1,768.62	$7,074.48
4	04000-00448	WINDOWS 10 LTSC LIC 21H2	$174.77	$699.08
4	63000-241692	MNTR 24IN FP WIDE SCR LED	$586.15	$2,344.60
4	64007-50022	KEYPAD 24-KEY USB CBL 25FT	$267.08	$1,068.32
4	65000-00197	KIT CBL DP/USB 15FT EXT	$32.31	$129.24
4	853030-00302	V911 SAM HDWR KIT	$2,597.54	$10,390.16
4	853004-00401	SAM EXT SPKR KIT	$258.46	$1,033.84
4	02800-20501	HDST 4W MOD ELEC MIC BLK	$56.92	$227.68
4	03044-20000	HDST CORD 12FT 4W MOD BLK	$4.62	$18.48
4	809800-35109	V911 IWS CFG	$307.69	$1,230.76
4	809800-35108	V911 IWS STG FEE	$461.54	$1,846.16
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	$73.85	$73.85
		VESTA® 9-1-1 Admin Printer		
1	64040-60019	PRNTR USB/ETHERNET COLOR Note: Inkjet Color printer. Recommended monthly volume, 7,500 pages.	$457.85	$457.85
1	65000-13403	CBL USB 2.0 A/B 10FT	$6.15	$6.15
		Network Equipment		

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		Note: Firewall supports Remote and Internet Access for Managed Services, Remote position access and RapidSOS.		
1	03800-03070	FIREWALL 60F	$915.69	$915.69
1	03800-03075	WARR FIREWALL 60F 5YR	$948.92	$948.92
1	809800-00201	VPN CFG SVCS	$307.69	$307.69
2	04000-29638-X	SWITCH 2960-X+CBL 24-PORT	$4,059.08	$8,118.16
2	04000-29716	WARR 2960-X 24P 24X7 5YR	$5,051.66	$10,103.32
		Peripherals & Gateways (Reuse Existing)		
		ALI/CAD Output		
1	04000-00219	8-PORT RS-232 DATACAST 1U 110/220VAC	$2,972.31	$2,972.31
8	65000-03040	CABLE,CBL NULL MODEM DB25M/M 6FT	$34.46	$275.68
1	04000-00220	RS-232 2-PORT SHARING 1U 110/220VAC	$2,160.00	$2,160.00
1	04000-01014-10	CBL SRL DB25M/DB9F 10FT	$15.38	$15.38
		Rack & Peripheral Equipment		
1	06500-55053	7FT EQUIPMENT RACK 19IN	$423.08	$423.08
1	63000-192610	MNTR LCD 19IN	$627.69	$627.69
1	04000-00809	KVM 8-PORT SWITCH USB	$914.46	$914.46
		Time Synchronization Equipment Reuse Existing		
		VESTA® Analytics Standard - Multi Product Purchase		
1	873399-00103.6U	V-ANLYT 3.6 MED UPGD		
1	873391-00501U	V-ANLYT STD LIC UPGD		
4	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG		
4	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR	$808.95	$3,235.80
		VESTA® Analytics Standard Server Equipment for Virtualized Server Bundle		
		Note: Additional Hardware to be installed in DDS-B Server.		
1	BA-M00-ASA0-3	V-ANLYT STD ADD-ON	$10,098.46	$10,098.46
		Monitoring, PM & AV Service: Servers		
		Note: Includes (1) DDS Server, (1) VESTA Analytics Server.		
2	04000-00398	M&R SVR AGENT LIC	$903.78	$1,807.56
2	809800-16365	M&R PM AV SVR SRVC 5YR	$9,896.62	$19,793.24
		Monitoring, PM & AV Service: Workstations		
		Note: Includes (4) Workstations, (1) Management Console.		
5	04000-00399	M&R WKST AGENT LIC	$264.52	$1,322.60
5	809800-16381	M&R PM AV WKST SRVC 5YR	$4,081.85	$20,409.25
		Monitoring, PM & AV Service: IP Devices		

Attachment: Cortland County Frontier 911 HW refresh 5 year (272-22 : Authorize Lease Contract - 911 Telephone System - Department of

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		Note: Includes (1) Virtual Host/Machine, (1) MDS Server, (1) ASN Node 2, (2) Firewalls for EIM/SMS, (2) SBC Gateway Devices for EIM, (1) Firewall for Internet/Remote Access, (2) Cisco Switches, (2) Gateways, (1) 8TB/4TB NAS Device.		
13	04000-00400	M&R NETWORK/IP AGENT LIC	$145.12	$1,886.56
13	809800-16347	M&R IP DEVICE SRVC 5YR	$2,619.80	$34,057.40
		Server Extended Warranty		
		Note: Includes (1) VESTA 9-1-1 Server.		
1	04000-01620	WARR 24X7 DL380G10 5YR	$10,246.62	$10,246.62
		Workstation Extended Warranty		
		Note: Includes (4) Workstations, (1) Management Console.		
5	04000-01594	WARR NBD 600/705/800/805 G2/G3/G4/G5/G6 5YR	$211.25	$1,056.25
		Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.		
5	Lot	Installation Materials	$153.85	$769.23
		Material Summary		$567,921.75
		Labor,Misc.,Warranty,Freight		$110,539.93
		Project Total Investment		***$678,461.68***

The services set forth in this proposal will be provided by Frontier Communications and its affiliates (collectively referred to herein as “Frontier”). Frontier does not consider the proposal itself to be a legally binding offer to contract. Pricing contained within this document is budgetary, and a site survey may be required prior to a final quote. This quote is valid for up to thirty days from the date hereof. Taxes and surcharges are not included.

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AVERAGE COUNTY TAX RATE COMPARISON 11/1/22					
BASED ON A $38,500,000 LEVY					
House	**2023**	**2023**	2022	2022	**Increase in**
Assessment	County **Average** Tax Rate	County Taxes	County **Average** Tax Rate	County Taxes	**County Taxes**
$80,000	15.907931	**$1,272.63**	15.796678	**$1,263.73**	**$8.90**
$100,000	15.907931	**$1,590.79**	15.796678	**$1,579.67**	**$11.13**
$150,000	15.907931	**$2,386.19**	15.796678	**$2,369.50**	**$16.69**
$200,000	15.907931	**$3,181.59**	15.796678	**$3,159.34**	**$22.25**

Attachment: Average Tax Rate Comp (288-22 : Approve Apportionment of 2023 Cortland County Tax Levy

	2023 Tax Rates - Tax Levy of			$38,500,000	
			2023	2022	
	Net Tax	County	Tax Rate	Tax Rate	
Municipality	**Levy**	**Taxable Value**	**per $1000**	**per $1000**	**Inc/Dec**
City of Cortland	8,321,675.99	536,120,799	15.522017	15.714503	**-0.19**
Cincinnatus	818,427.02	59,942,502	13.653535	14.639873	**-0.99**
Cortlandville	9,376,852.20	572,256,676	16.385745	16.429326	**-0.04**
Vil of Homer	57,425.29	3,407,203	16.854085	15.810751	**1.04**
Vil of McGraw	422,744.01	26,480,196	15.964535	16.101816	**-0.14**
Town Total	**9,857,021.50**	**602,144,075**			
Cuyler	678,815.07	48,468,699	14.005226	13.986728	**0.02**
Freetown	626,373.98	40,377,320	15.513015	15.532947	**-0.02**
Harford	813,953.02	66,175,051	12.299998	13.253430	**-0.95**
Homer	3,224,881.86	202,475,089	15.927302	15.743219	**0.18**
Vil of Homer	2,245,929.94	148,050,980	15.169977	15.035019	**0.13**
Town Total	**5,470,811.80**	**350,526,069**			
Lapeer	917,285.48	81,564,717	11.246106	11.324414	**-0.08**
Marathon	953,769.15	60,743,034	15.701704	15.668885	**0.03**
Vil of Marathon	491,393.22	33,396,837	14.713765	14.617708	**0.10**
Town Total	**1,445,162.37**	**94,139,871**			
Preble	1,679,849.28	94,141,673	17.843844	17.281247	**0.56**
Scott	999,192.32	59,175,966	16.885104	16.403865	**0.48**
Solon	936,179.78	49,729,000	18.825631	18.061360	**0.76**
Taylor	493,557.14	34,984,153	14.108020	14.297897	**-0.19**
Truxton	1,124,232.74	70,441,252	15.959863	14.884518	**1.08**
Virgil	2,956,587.10	184,573,625	16.018470	14.716468	**1.30**
Willet	792,190.17	47,671,681	16.617626	16.661482	**-0.04**
TOTALS:	**$37,931,314.76**	**$2,420,176,453**			
			Avg Tax Rate	**$15.907931**	

Attachment: Tax Rates (288-22 : Approve Apportionment of 2023 Cortland County Tax Levy - Real Property Tax Services)

Cortland County Community Action Program, Inc. (CAPCO)
32 North Main Street ❖ Cortland, NY 13045
Phone: (607) 753-6781 ❖ Fax: (607) 758-3620 ❖ www.capco.org

Head Start ❖ Early Head Start ❖ Energy Services ❖ WIC ❖ Consumer Directed Personal Assistance ❖ Family Development

December 1, 2022

Cortland County Legislature
Finance & Administration Committee
cc: Robert Corpora, County Administrator
60 Central Avenue
Cortland, NY 13045

Dear **Legislative Members of the Finance & Administration Committee**,

This correspondence serves to communicate that the Cortland County Community Action Program, Inc. (CAPCO) and the YWCA Cortland are no longer able to pursue the awarded ARPA funds from Cortland County for the development of the Parker School Early Learning Center. CAPCO was the applying entity for the ARPA funds. The initiative for the Parker School Early Learning Center is not moving forward as originally planned following the partnership's careful analysis and determination that despite a laudable vision, the escalating future costs associated with renovating the Parker School for these purposes rendered the building financially impracticable and an infeasible investment of taxpayers' dollars. With this difficult determination, CAPCO is rescinding our application for the $200,000 in Cortland County ARPA funds for the development of the Parker School Early Learning Center.

Both CAPCO and the YWCA Cortland continue to actively collaborate to expand childcare in our community as we work to meet one of our community's most insurmountable needs. With this, we would ask for your consideration for future funding opportunities to support the initiatives and collaborations that our Agencies continue to pursue to increase childcare slots and family supports in our community. We currently have impactful initiatives that are currently underway that will require additional resources to continue their functioning while we also pursue new partnerships and initiatives to meet the growing needs in our community.

I would like to take this opportunity to thank you for your support of the Parker School Early Learning Center and your commitment to childcare and the families in our community. While it was devastating to lose the vision for the Parker School building, we as lead childcare and family support organizations in Cortland continue to work every day to find new ways of providing high-quality and feasible early childhood education solutions in our community. We cannot do this without the support of our community, and we appreciate your consideration for the future.

Sincerely,

Greg Richards
Executive Director

Helping People, Changing Lives Since 1974

Attachment: CAPCO_County ARPA Funds Notification_12.1.2022 (291-22 : Rescind Resolution No. 67-22/Allocation of ARP Funding for Town of