JOPLIN CITY COUNCIL
REGULAR MEETING AMENDED AGENDA
MONDAY, MAY 15, 2023
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America

2. **Roll Call**

3. **Presentations**

   1. GFOA Certificate Of Achievement Presentation

   2. FY 2022 Audit Presentation

      Documents:

      JOPLIN 2022 PRESENTATION.PDF

   3. ARPA Presentation

      Documents:

      JOPLIN CITY COUNCIL - ARPA PROGRAM UPDATE 5.15 FINALV2.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Vishal Gandhi Requested To Speak On Ban On 50mls Liquor Sales.

   2. Robert Pagano Requested To Speak On Proposed Ban Of 50 Mil Liquor Bottles.

   3. Dan Shaul Requested To Speak On 50 Ml Bottle Ban.

   4. LaNetta Lewis Requested To Speak On Ban On 50 And 100 Mil Bottles.

5. Mary Price Requested To Speak On Fiscal Responsibility, Recent Sunshine Request.

6. Brian Evans Requested To Speak On City Employee Pay And Small Business.

7. **Public Hearings**

1. Public Hearing Procedures

   Documents:

   PUBLIC HEARING PROCEDURES.PDF

2. COUNCIL BILL NO. 2023-510
   AN ORDINANCE approving a Petition to Establish the 32nd Street Theatre Community Improvement District and creating the 32nd Street Theatre Community Improvement District; approving a Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Theatre Community Improvement District, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC; authorizing the City Manager to execute the Agreement on behalf of the City of Joplin; and containing an emergency clause.

8. **Consent Agenda**

1. Minutes Of The May 1, 2023, City Council Meeting

   Documents:

   MAY 1, 2023 MINUTES.PDF

2. COUNCIL BILL NO. 2023-007
   AN ORDINANCE authorizing the City of Joplin to enter into a Memorandum of Understanding (MOU) with RestoreSpiva, LLC, and the Community Foundation of the Ozarks for the purpose of RestoreSpiva, LLC, conducting a capital campaign to restore Spiva Park in the City of Joplin; establishing responsibilities for RestoreSpiva, LLC, and the City in maintaining and operating Spiva Park; and authorizing the City Manager to execute said Memorandum of Understanding by and on behalf of the City of Joplin.

   Documents:

   CB2023-007.PDF

3. COUNCIL BILL NO. 2023-268
   AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to C-3 (Commercial) property as described below and located at 2927 E 9th St.

   Documents:

CB2023-268.PDF

4. COUNCIL BILL NO. 2023-269
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-3 (Apartment House) to R-3 HP (Apartment House, Historic Preservation) property as described below and located at 216 N Wall Ave.

Documents:

CB2023-269.PDF

9. Resolutions

1. RESOLUTION NO. 2023-008
A RESOLUTION of the City of Joplin, Missouri, authorizing the City to enter into an American Rescue Plan Act (ARPA) Subrecipient Agreement with Jasper County through the State and Local Fiscal Recovery Funds (SLFRF) Program to purchase the MOSWIN, or Missouri Statewide Interoperability Network System.

Documents:

RESOLUTION 2023-008 SUMMARY AUTHORIZING SUBRECIPIENT AGREEMENT WITH JASPER COUNTY.PDF
RESOLUTION 2023-008 AUTHORIZING JASPER COUNTY SUBRECIPIENT AGREEMENT MOSWIN.PDF
RESOLUTION 2023-008 EXHIBIT A SUBRECIPIENT AGREEMENT.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2023-121
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Infrastructure Solutions, Inc., in the amount of Three Million Six Hundred Forty-Eight Thousand Six Hundred Eight and 00/100 Dollars ($3,648,608.00) for the Baker's Branch East Wastewater Extension project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2023-121 1-SUMMARY SHEET BAKERS BRANCH EAST WW EXTENSION.PDF
CB2023-121 2-ORDINANCE BAKERS BRANCH EAST WW EXTENSION.PDF
BID SUMMARY SHEET BAKERS BRANCH EAST WW EXT..PDF
CB2023-121-EXHIBIT MAP.PDF
BAKERS BRANCH EASTWW EXT. CONTRACT.PDF

2. COUNCIL BILL NO. 2023-507
AN ORDINANCE approving a Contract by and between the City of Joplin

and Motorola Solutions, Inc. to provide Missouri Statewide Interoperability Network System (MOSWIN) on behalf of the Joplin Police Department; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, Amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause.

Documents:

CB 2023-507 SUMMARY MOTOROLA MOSWIN AGREEMENT.PDF
CB 2023-507 ORDINANCE MOTOROLA MOSWIN CONTRACT.PDF
CB 2023-507 EXHIBIT A MOTOROLA WITH ARPA LANGUAGE AGREEMENT.PDF
JOPLIN MO - EDGE AVAILABILITY - 3-28-23.PDF
JOPLIN SOLE SOURCE LETTER - EDGE.PDF

3. COUNCIL BILL NO. 2023-508
AN ORDINANCE approving a Contract by and between the City of Joplin and Guidehouse Inc. for a performance time extension to provide ARPA-Infrastructure related assistance; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, containing an emergency clause.

Documents:

CB 2023-508 SUMMARY INFRASTRUCTURE ARPA CONTRACT AGREEMENT TIME EXTENSION.PDF
CB 2023-508 ORDINANCE INFRASTRUCTURE ARPA ASSISTANCE CONTRACT TIME EXTENSION.PDF
CB 2023-508 EXHIBIT A INFRASTRUCTURE FUNDING ASSISTANCE AGREEMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2023-008
AN ORDINANCE amending Chapter 10 – Alcoholic Beverages, Article I – In General, by enacting a new Section 10-19 – Prohibition of shooters.

Documents:

SUMMARY_CB2023-008 AMENDING CH 10 ALCOHOLIC BEV ENACT NEW SEC 10-19 PROHIBITION OF SHOOTERS.PDF
CB2023-008 AMENDING CH 10 ALCOHOLIC BEV - ENACTING NEW SEC 10-19 PROHIBITION OF SHOOTERS.PDF

2. COUNCIL BILL NO. 2023-405
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and The Southwest Missouri Community Alliance that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB 2023-405 ALLIANCE SUMMARY SHEET.PDF
AGREEMENT_COMBINED.PDF
CB 2023-405 ALLIANCE.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2023-506
   AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions and Part-Time/Seasonal positions for Fiscal Year 2022-2023; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, setting a date when this Ordinance shall become effective.

   Documents:

   CB 2023-506 SUMMARY NEW SALARY ADMINISTRATION PLAN.PDF
   CB 2023-506 ORDINANCE ADOPTING NEW STEP PAY PLAN UPDATED.PDF
   CB 2023-506 EXHIBIT A SALARY ADMINISTRATION PLAN FOR UNCLASSIFIED AND CLASSIFIED.PDF
   CB 2023-506 EXHIBIT B SALARY ADMINISTRATION PLAN FOR PART-TIME SEASONALS.PDF
   CB 2023-506 SCHEDULE A BUDGET AMENDMENT.PDF

13. Unfinished Business

14. New Business

1. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys Pursuant To State Law, And To Discuss Leasing, Purchase Or Sale Of Real Estate By A Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Thereof, Pursuant To State Law; As Set Forth In Section 610.021 (1) (2) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed. Council Shall Adjourn At The End Of The Session.

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 11th day of May 2023 (RSMo 610.020)

Report to
The Honorable Mayor
and City Council

City of Joplin, Missouri



Financial and Compliance Audit

For the year ended October 31, 2022

Hood and Associates CPAs PC

Certified Public Accountants

Hood & Associates CPAs PC
Certified Public Accountants

- Serving Missouri, Kansas, Oklahoma, and Texas since 1975.

- Peer Review – We have been awarded the highest rating given as a result of our peer review.

- Member of-
  - American Institute of Certified Public Accountants (AICPA)
  - AICPA Government Audit Quality Center
  - AICPA Employee Benefit Plan Audit Quality Center
  - One (1) members of our governmental services audit team is a member of the Government Finance Officer's Association (GFOA) GFOA Special Review Committee
  - Licensed in Missouri, Kansas, Oklahoma, and Texas

Scope of Audit

- Annual Comprehensive Financial Report
  - Introductory Section
    - Certificate of Achievement for Excellence in Financial Reporting - 32 consecutive years
    - Letter of Transmittal
  - Financial Section
    - Independent Auditor's Report
    - Management's Discussion and Analysis
    - Basic Financial Statement and related notes
    - Required and Supplementary Information
  - Statistical Section
    - 10- year schedules of financial trends and other data.
- Audit the City's compliance over federal awards (Single Audit)
  - Major Program 20.106 Airport Improvement Program
- Policemen's and Firemen's Pension Plan Audit
- Passenger Facility Charge Audit

Auditor Responsibilities

- Conduct our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America.

- Plan and perform our audit to obtain reasonable assurance about whether the financial statements, as a whole, are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Auditing Standards will always detect a material misstatement when it exists.

  In performing an audit in accordance with generally accepted auditing standards, we:

  - Exercise professional judgment and maintain professional skepticism throughout the audit.

  - Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

  - Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.

  - Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Report on internal controls over financial reporting and compliance with laws and regulations.

Management Responsibilities

- Management is responsible for

  - The preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
  - Following laws and regulations
  - Ensuring that financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.
  - Selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America

The Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA) recommends that we communicate the following matters to the Governing Board:

Illegal Acts – None came to our attention as a result of performing our audit procedures.	
Changes in Significant Accounting Policies – The City implemented Government Accounting Standards Board (GASB) Statement No. 87 Leases in 2022.	
No difficulties or disagreements with management.	
Cooperation – Full access to books and records.	

Financial and Compliance Audit addresses three basic questions:

Question	Answers
Are the financial statements free of material misstatement?	We have issued an unmodified opinion that the financial statements are fairly presented in all material respects
Are internal controls over financial reporting adequately designed and operating effectively?	We did not identify any deficiencies in internal control that we consider to be material weaknesses.
Did the City of Joplin, Missouri comply, in all material respects, with the finance-related laws and regulations?	We material noncompliance was noted with finance-related laws and regulations that govern their operations.

Other Management Letter Comments

Other Management Letter Comments – Contains suggestions for best practices and possible improvements in internal control noted in the conduct of the audit.

- Key Employees and Cross Training
- Implementation of GASB Statement No. 87 Leases
- Account Reconciliations
- Future Accounting Pronouncements

Prior Year Comments

- American Rescue Plan Act Funds
- Future Accounting Pronouncements

Hood and Associates CPAs
Certified Public Accountants

We appreciate the opportunity to serve as the auditor for

the City of Joplin, Missouri

ARPA
Project Updates

MAY 15, 2023



1. Overview
   - ❖ Program Status
   - ❖ Joplin Grant Strategy
2. Program Update
   - ❖ Grants Awarded and/or Applied
   - ❖ Project Backgrounds
3. Financial Summary
   - ❖ Overall Investment
   - ❖ ARPA Investment

OVERVIEW



ARPA PROGRAM STATUS

Step 1 – Project Collection

Step 2 – Community Survey

Step 3 – Project Prioritization

Step 4 – Grant Applications

- Apply to Federal and State grant opportunities for transportation, sewer, industrial, housing, and economic development initiatives.
- Leverage new funding channels including the American Rescue Plan Act (ARPA), Bipartisan Infrastructure Law (BIL), and Infrastructure Investment and Jobs Act (IIJA)

Step 5 – Commit Funds and Report

- After awarded funds, commit City ARPA to projects, and begin reporting on progress to US Treasury and City Council

Step 6 – Spending Plan and Implement

- Attend webinars, meet with Grant reviewers, and organize immediate action items

LEGEND

Funded | Unfunded

JOPLIN TOP 20 PROJECTS

Rank	Project	Category	Original Cost Estimate
1	**Neighborhood Improvements Estimate**	**Housing**	**$5,000,000**
2	City of Joplin Fiber Backbone Network	Broadband	$17,000,000
3	**MOSWIN Interoperability Radio System**	**Public Safety**	**$600,000**
4	**Home Rehabilitation and Repair**	**Housing**	**$3,000,000**
5	**Police Equipment**	**Public Safety-Police**	**$1,440,000**
6	East Town Infrastructure and Revitalization	Transportation	$5,400,000
7	Replacement and Relocation of Joplin Fire Station 3	Public Safety-Police	$6,500,000
8	Tin Cup Parallel Force Main and Lift Station Improvements	Sewer/Water	$4,750,000
9	Wastewater Treatment – Trickling Filter Replacement	Sewer/Water	$7,700,000
10	**Fire Equipment**	**Public Safety-Fire**	**$253,000**
11	Pennsylvania Avenue Viaduct Removal & Road Replacement	Transportation	$2,300,000
12	Shoal Creek WWTF Final Clarifier	Sewer/Water	$3,500,000
13	**East Town Stormwater Improvements (Stormwater Grant)**	**Stormwater**	**$1,426,000**
14	Neighborhood Sidewalk Repair and Replacement	Transportation	$4,000,000
15	Glendale Parallel Replacement Phase I	Sewer/Water	$2,500,000
16	City Facilities Video Security Enhancements	Internal City	$250,000
17	**17th Street and Annie Baxter Stormwater Improvements (Stormwater Grant)**	**Stormwater**	**$740,500**
18	Tin Cup Trail and Underpass	Transportation	$4,800,000
19	**Zora St Improvements from Range Line to MO249**	**Transportation**	**$12,000,000**
20	**Construction Investment MSSU Health Science Innovation Center**	**Subrecipient**	**$1,500,000**

LEGEND

Funded | Unfunded

JOPLIN TOP PROJECTS & MORE

Rank	Project	Category	Original Cost Estimate
21	**Zora Street Water Main Installation (Drinking Water Grant)**	**Sewer/Water**	**$4,000,000**
22	Downtown SMART Technology for Traffic Signals	Transportation	$5,700,000
30	**20th Street Improvements from Schifferdecker Ave to the MO/KS State Line**	**Transportation**	**$12,000,000**
31	**Dover Outdoor Recreation Area (DORA)**	**Parks**	**$4,000,000**
32	**County Road 180 Water Main Installation**	**Sewer/Water**	**$4,500,000**
34	Create or Expand New Industrial Park	Econ Develop	$3,000,000
36	**7th Street Water Main Installation**	**Sewer/Water**	**$2,500,000**
n/a	Trail Connecting Landreth Park to Dover Park	Parks	$1,250,000
n/a	**Justice Center**	**Internal City**	**$2,000,000**
n/a	Cybersecurity Resilience	Internal City	$186,472
n/a	Lone Elm Recycling Center	Solid Waste	$3,899,423
n/a	Joplin Regional Recycling Outreach	Solid Waste	$2,355,244
n/a	**Sewer Project (12th and Iowa)**	**Sewer/Water**	**$5,266,782**
n/a	**Stormwater Projects (Remaining Stormwater Grant)**	**Stormwater**	**$6,509,500**
n/a	COJ Transit Transition/Study	Transportation	$500,000



PROGRAM UPDATE

Grants Overview

50% ***of the Top 20 projects*** *are potentially being funded or partially funded through State/County/City ARPA and additional investments*

25+ ***projects are eligible*** *for grants from state and federal programs under ARPA and BIL*

12/14 ***grants have been awarded*** *for stormwater and wastewater projects that address essential local initiatives/public works projects*

$84M ***total*** *has been awarded or applied for to cover stormwater, wastewater, police, fire, housing, education, and parks projects*

LEGEND	
Awarded	Resubmitted
Denied	Pending

GRANTS – *APPLIED AND/OR AWARDED*

	Grant		Project	Status	Grant Amount Requested	Award Date
1	BIL	Governor's Transportation Cost-Share (MODOT)	#19 - Zora St Widening / Improve	Awarded	$4,000,000	Dec-23
2	ARPA	Wastewater Infrastructure Grant	12th and Iowa	Awarded	$3,599,782	Nov-23
3	ARPA	Stormwater Infrastructure Grant	#13 - East Town Stormwater #17 - 17th St & Annie Baxter	Awarded	$5,000,000	Nov-23
4	ARPA	Justice Center Grant (Legislative Priority)	Justice Ctr Facility Improvements	Awarded	$1,000,000	Dec-23
5	ARPA	Drinking Water Grant (Legislative Priority)	#21 - Zora Street Water Main Install #32 - County Road 180 Water Main #36 - 7th Street Water Main Install	Awarded	$5,000,000	Dec-23
6	County	Jasper County	#30 - 20th Street Widening Project	Awarded	$4,000,000	Dec-23
7	County	Jasper County	#3 - MOSWIN Interoperability Radios	Awarded	$637,048	Dec-23
8	ARPA	Peace Officer Grant Program	#5 - Police Equipment	Awarded	$20,000	Mar-2023
9	ARPA	Fire Protection Grant Program	#10 - Fire Equipment	Awarded	$20,000	Mar-2023
10	ARPA	Emergency Medical Services Grant	#10 - Fire Equipment	Awarded	$20,000	Mar-2023
11	ARPA	Community Revitalization Grant	#1 - Neighborhood Improvements #4 - Home Rehabilitation & Repair	Awarded	$3,500,000	Apr-23
12	BIL	SMART Grant (USDOT)	#22 - Downtown SMART Technology	Denied	$5,698,500	Apr-23
13	ARPA	Local Tourism Asset Development Grant	#31 - Dover Outdoor Recreation Area	Awarded	$1,437,133	Apr-23
14	ARPA	Industrial Site Development Grant	#34 - Create/Expand Industrial Park	Denied	$2,787,500	May-23
15	State	Land & Water Conservation Fund Grant (LWCF)	Trails connecting Landreth & Dover	Applied	$500,000	Spring 2023
16	ARPA	State and Local Cybersecurity Grant	Cybersecurity Resilience	Reapplied	$158,502	Spring 2023
17	BIL	Political Subdivisions – SWIFR Grant (EPA)	Lone Elm Recycling Center	Applied	$2,778,235	Fall 2023
18	BIL	Recycling Education and Outreach Grants (EPA)	Joplin Regional Recycling Outreach	Applied	$1,740,000	Fall 2023
19	FTA	Areas of Persistent Poverty (AoPP)	COJ Transit Transition/Study	Applied	$500,000	Fall 2023

GRANTS – *AVAILABLE AND/OR UNRELEASED*

	Grant		Project/Category	Application Period
20	EDA	Public Works & Economic Adjustment Assistance	#34 - Expand Industrial Park	July/Rolling
21	MDC	Outdoor Recreation Infrastructure Program	Grand Falls Trail Improvements	June
22	MDC	Conservation Land Acquisition Program	Trail Acquisition Landreth to Athletic Complex	June/Rolling
23	MDC	Conservation Cost Share	Campbell Parkway Trail Improvements	June/Rolling
24	MO DNR	Scrap Tire Surface Materials	Playground Surface and Trail Benches	June
25	DOJ	Charging and Fueling Infrastructure (CFI)	EV Charging Infrastructure	May

- Our team is aligning the City of Joplin for future grant applications well into the upcoming years so that the community can stay involved and up to date on projects, and so that the community and staff can work with a **long-term grant strategy**
- Grants for broadband, drinking water and clean water infrastructure, and transportation are unreleased but will have a quick, **competitive application window**

FUTURE APPLICATIONS

	Grant	Action Items	Release Date	Link
FEMA	**Building Resilient Infrastructure and Communities (BRIC)**	• BCA Analysis • Meet with FEMA Rep	NOI Aug/Sept 2023	Link
FEMA	Flood Mitigation Assistance (FMA)	• BCA Analysis • Meet with FEMA Rep	NOI Aug/Sept 2023	Link
DOT	**SMART Grant**	• Review application • Refine scope • Lower costs	August/Sept 2023	Link
DOT	Bus and Bus Facilities Grant	• Use Transit Study Recommendations	Spring 2024	Link
DOT	Low or No Emission Vehicle Program	• Use Transit Study Recommendations	Spring 2024	Link
DOT	RAISE Grant	• Use Transit Study Recommendations	January/Early 2024	Link
DOT	Route 66 Corridor Preservation Program	• Identify Route 66 property by Fall	January/Early 2024	Link
BIL	**Safe Streets and Roads for All (SS4A)**	• Use Transit Study Recommendations	March/Early 2024	Link
EDA	Disaster Mitigation (Federal Declared)	• Consider existing vulnerabilities	March/Early 2024	Link



PROJECT BACKGROUNDS

PROJECT BACKGROUNDS

LEGEND	
Awarded	Resubmitted
Denied	Pending

#1 - Neighborhood Improvements Estimate	The Joplin Neighborhood Revitalization Program stands as the highest ranked project for SLFRF projects. The revitalization efforts target the **financial lever of growth (JHAP)**, offering services to prevent homelessness and promote housing stability.
#2 - City of Joplin Fiber Backbone Network	Establish the backbone network to allow neighborhoods and businesses to experience reliable, affordable **connectivity**. Goal is to increase connectivity between the city, educational institutions, health centers, and business by reaching unserved and underserved populations
#3 - MOSWIN Interoperability Radio System	Provide **interoperability** for the Joplin Police Department with all other participating Missouri Public Safety Departments through an upgrade of the current radio system. Collaborate with Jasper County to improve connectivity of Public Safety departments
#4 - Home Rehabilitation and Repair	This program will target **physical redevelopment** of low-income communities through rehab and repair of declining housing options. Eligible homes may receive repairs such as roof, utility, façade, and sidewalk repairs. Other properties deemed dangerous or vacant will be **demolished** and improved to reduce blight, increase property values, and trigger infill development.
#5 - Police Equipment	Provide updated **equipment** for the Police Department to better protect the community by providing a more safe and secure environment.
#10 - Fire Equipment	Provide updated turnout **equipment** for the Fire Department so that operations can provide for a more safe and secure community.

PROJECT BACKGROUNDS

LEGEND	
Awarded	Resubmitted
Denied	Pending

#19 - Zora St Improvements from Range Line to MO249	Improve Zora Street from Rangeline Road to MO-249, including the construction of a roundabout at the intersection of Zora St. and Duquesne rd. Project will **provide for additional capacity**, address current deficiencies in the roadway, reduce driver dissatisfaction & **improve safety for traffic and pedestrians** along this corridor. Will stimulate **economic development** as this route from MO-249 west is a main access route for the Joplin/Webb City Industrial Park.
#20 - Construction Investment MSSU Health Science Innovation Center	The Health Science Innovation Center will contain **state-of-the-art teaching** and training facilities, including a large simulation hospital, expanded cadaver lab, radiologic technology laboratory, and research facilities for students, faculty, and university partners. The construction and equipping of the Health Science Innovation Center will increase the **quality and number of graduates** in the university's health science programs.
#21 - Zora Street Water Main Install	Install 10,000' of 12" water main on Zora St to East of Hwy. 249. There is currently not a sizable water main to provide a safe reliable source of water in this area.
#22 - Downtown SMART Technology for Traffic Signals	For this project, the City of Joplin, in coordination with stakeholders, designated scope of work to focus on safety, including producing change that can be compartmentalized into four technology domains: intelligent, sensor-based infrastructure, systems integration, smart grid and smart technology traffic signals.
#30 - 20th Street Widening / Improvements from Schifferdecker Ave to the MO/KS State Line	Widen and improve 20th Street from Schifferdecker Ave. to the MO/KS State Line. Project will **provide for additional capacity**, address current deficiencies in the roadway, reduce driver dissatisfaction and **improve safety for traffic and pedestrians** along this corridor. Will stimulate **economic development** including the underdeveloped West Industrial Park.
#31 - Dover Outdoor Recreation Area (DORA)	The City of Joplin has recognized the demand for cycling infrastructure through citizen input. Regionally, the demand for mountain bike and bike park amenities have proven to be economic development and tourism revenue engines. Cycling recreation and event infrastructure attracts new residents, as well as visitors from across the United States.
#32 - County Road 180 Water Main Installation	Install 9,000' of 12" water main on County Road 180, north of Apple Road. There is currently not a sizable water main to provide a safe reliable source of water in this area

PROJECT BACKGROUNDS

LEGEND	
Awarded	Resubmitted
Denied	Pending

#34 - Create or Expand New Industrial Park	The vision for the **new Industrial Park** strategically places it alongside major industrial and commercial uses including national and international corporate, manufacturing, and transportation and distribution enterprises. The new park project will capitalize on current utilities and interstate access for quick economic growth.
#36 - 7th Street Water Main Installation	Install 6,400' of 12" water main on 7th Street from Duquesne Rd. To Kinser Rd. There is currently not a sizable **water main** to provide a safe reliable source of water in this area.
Justice Center	The State has awarded Joplin with a Legislative Priority grant, providing support for redevelopment and maintenance of the **Donald Clark Justice Center**. (Electrical-Distribution equipment, main distribution switchboard, motor Control Center, Domestic Water Distribution, Chillers, and Duct Work Cleaning)
Cybersecurity Resilience	As a victim of a cyber attack in 2021, COJ plans to reinvigorate **training and equipment** of cybersecurity polices. Training will be conducted routinely to educate and comply with required innovations/tech advances related to cybersecurity. Over 550 employees will be enlisted/offered tech support & equipment
Lone Elm Recycling Center	Redevelop a vacated, City-owned property and build an advanced, consolidated facility to facilitate critical improvements for the **local solid waste management system**. By incorporating a new, conveniently accessible recycling center capable of accepting, processing, and packaging all types of recyclable materials.
Recycling Education and Outreach	Project would launch evidence-based public outreach strategies which will include many channels for **advertisements**: TV, radio, billboards, newspapers, digital media, brochures, etc. Facilitate access to knowledge about local recycling, the content of messaging materials
Trails Connecting Landreth Park to Dover Park	The City of Joplin has recognized the demand for open space and park/recreation venues in the post pandemic environment. Using a climate conscious lens to preserve trails in Joplin, the Trail to connect Dover and Landreth park will enhance **accessibility of trails** all while connecting two major parks.
Sustainable Transit Operations Study	Goal of the transformative study is to facilitate a **feasibility assessment** to analyze various fare structures and payment systems that could best meet the needs of the region and enhance mobility for people in low-income areas within Joplin and the region.



CURRENT GRANT APPLICATIONS

PUBLIC WORKS AND ECONOMIC ADJUSTMENT ASSISTANCE

Cost Estimate	Estimated $1-2 million
Category	Industrial Sites
Submission Deadline	July / Rolling
Schedule of Project	Winter 2024 - 2027
Goal	To increase access and additional amenities for the future Crossroads Park North. Continue demonstrated success in economic development and workforce growth in conjunction with Crossroads South parks.
Activities	• Improve roadway access around the proposed industrial site • Garner interest from future business entities • Expand workforce development opportunities with regional partners



MDC GRANTS

Cost Estimate	Estimated $1-2 million
Category	Parks
Submission	June / Rolling
Schedule of Project	Fall 2024 - 2026
Goal	• To acquire property from Landreth park to the Athletic Complex to preserve natural ecology of the land and increase access to nature and outdoor recreation • To install amenities for enhanced accessibility of trails and recreation sites • Preserve habitats and ecosystems around Joplin parks and neighborhoods
Activities	- Build Grand Falls overlook and parking lot - Continue Walking trails as set forth in Trails Master Plan - Expand Campbell Parkway Project





SCRAP TIRE SURFACE MATERIALS (MODNR)

Cost Estimate	$100,000
Category	Parks
Submission Deadline	June 19, 2023
Schedule of Project	Fall 2024 - 2025
Goal	To create ADA accessible playgrounds in Landreth Park using long-lasting, sustainable, and recycled Missouri materials. To create park amenities throughout a number of Joplin parks using the same recyclable material.
Activities	• Pour in Missouri Scrap Tire material foundation • Picnic tables, benches, and amenities for park visitors



CHARGING AND FUELING INFRASTRUCTURE (CFI)

Cost Estimate	~ $1,000,000
Category	Transportation
Submission Deadline	May 30th
Schedule of Project	Winter 2024 - 2027
Goal	To reduce emissions and increase adoption of alternative vehicles, the City plans to install electric vehicle charging station in key traffic areas
Activities	• EV Stations • Amenities • Safety Signage



Local Support		Grant Request		COJ ARPA Match		Total Funds Request
TBD	+	TBD	+	None	=	TBD



AWARDED GRANTS

COMMUNITY REVITALIZATION

Cost Estimate	$7,000,000
Category	Neighborhood Improvements
Schedule of Project	Summer 2023 - 2026
Goal	The desired outcomes of physical infrastructure improvements are to: stabilize property values, enhance neighborhood pride, improve maintenance of homes, address declining neighborhoods, increase economic stability and growth, address homelessness, and reduce crime and increase safety
Activities	The physical redevelopment portion of the program will incentivize the renovation and repair of declining housing options. Repairs will include roof, gas and electrical, utility, façade, and sidewalk repairs. Joplin will be able to create neighborhood-wide pride and improved quality of life for lower income residents by working with community led organizations to target home repairs in declining neighborhoods, thereby ensuring habitable, safe housing options. Activities will be financial assistance to qualified homeowners, repair and rehab assistance, and demolition of dangerous and vacant property.

Local Support		Grant Request		COJ ARPA Match		Total Funded
$0	+	$3,500,000	+	$3,500,000	=	$7,000,000

LOCAL TOURISM ASSET DEVELOPMENT

Cost Estimate	$4,000,000
Category	Parks
Schedule of Project	Summer 2023 - 2026
Goal	The project goals are to develop an anchoring community asset, increase connectivity of trails and other tourism parks, promote public health initiatives through tourism and attract cycling communities for training, recreation, and competition.
Activities	This project will provide a passive recreation facility for the community, as well as a draw for regional visitors as a host facility for national and international competitions. All park amenities will be publicly accessible, and the reinvigoration of the DORA park will increase connectivity to other local assets such as Landreth Park. Activities will include: 1. Expanded trails 2. Cycling infrastructure and tracks 3. Restrooms

Local Support		Grant Request		COJ ARPA Match		Total Funded
$1,750,000	+	$1,437,133	+	$0	=	$3,187,133



FINANCIAL SUMMARY

LEGEND	
Awarded	Resubmitted
Rejected	Pending

FINANCIAL SUMMARY

Rank	Project	Original Cost Estimate	Local Support +	Grant Request +	COJ ARPA Match =	Total Applied/Funded
1	**Neighborhood Improvements Estimate**	**$5,000,000**		**$2,500,000.00**	**$2,500,000.00**	**$5,000,000.00**
2	City of Joplin Fiber Backbone Network	$17,000,000	$3,000,000.00			$3,000,000.00
3	**MOSWIN Interoperability Radio System**	**$600,000**		**$637,048.00**		**$637,048.00**
4	**Home Rehabilitation and Repair**	**$3,000,000**		**$1,000,000.00**	**$1,000,000.00**	**$2,000,000.00**
5	**Police Equipment**	**$1,440,000**		**$20,000.00**	**$22,000.00**	**$42,000.00**
6	East Town Infrastructure and Revitalization	$5,400,000				$0
7	Replacement and Relocation of Joplin Fire Station 3	$6,500,000				$0
8	Tin Cup Parallel Force Main/Lift Station Improvements	$4,750,000				$0
9	Wastewater Treatment – Trickling Filter Replacement	$7,700,000				$0
10	**Fire Equipment**	**$253,000**		**$40,000.00**	**$56,488.00**	**$96,488.00**
11	Penn Ave Viaduct Removal/Road Replacement	$2,300,000				$0
12	Shoal Creek WWTF Final Clarifier	$3,500,000				$0
13	**East Town Stormwater Improvements**	**$1,426,000**		**$1,442,000.00**		**$1,442,000.00**
14	Neighborhood Sidewalk Repair and Replacement	$4,000,000				$0
15	Glendale Parallel Replacement Phase I	$2,500,000				$0
16	City Facilities Video Security Enhancements	$250,000				$0
17	**17th St and Annie Baxter Stormwater Improvements**	**$740,500**		**$728,000.00**		**$728,000.00**
18	Tin Cup Trail and Underpass	$4,800,000				$0
19	**Zora St Improvements from Range Line to MO249**	**$12,000,000**	**$6,754,000.00**	**$4,000,000.00**		**$10,754,000.00**

LEGEND	
Awarded	Resubmitted
Rejected	Pending

FINANCIAL SUMMARY

Rank	Project	Original Cost Estimate	Local Support +	Grant Request +	COJ ARPA Match =	Total Applied/Funded*
20	**Construction MSSU Health Science Innovation Center**	**$1,500,000**			**$1,500,000.00**	**$1,500,000.00**
21	**Zora Street Water Main Installation (Drinking Water)**	**$4,000,000**	**$1,750,000.00**	**$1,750,000.00**		**$3,500,000.00**
22	Downtown SMART Technology for Traffic Signals	$5,700,000		$5,698,500.00		$5,698,500.00
30	**20th St Improvements from Schifferdecker Ave to MO/KS**	**$12,000,000**	**$8,000,000.00**	**$4,000,000.00**		**$12,000,000.00**
31	**Dover Outdoor Recreation Area (DORA)**	**$4,000,000**	**$1,750,000.00**	**$1,437,133.00**		**$3,187,133.00**
32	**County Road 180 Water Main Installation (Drinking Water)**	**$4,500,000**	**$2,000,000.00**	**$2,000,000.00**		**$4,000,000.00**
34	Create or Expand New Industrial Park	$3,000,000	$3,787,500.00	$2,787,500.00		$6,575,000.00
36	**7th Street Water Main Installation (Drinking Water)**	**$2,500,000**	**$1,250,000.00**	**$1,250,000.00**		**$2,500,000.00**
n/a	Trail Connecting Landreth Park to Dover Park	$1,250,000	$750,000.00	$500,000.00		$1,250,000.00
n/a	Cybersecurity Resilience	$186,472	$27,970.00	$158,502.00		$186,472.00
n/a	Lone Elm Recycling Center	$3,900,000	$1,121,188.00	$2,778,235.00		$3,899,423.00
n/a	Joplin Regional Recycling Outreach	$2,360,000	$615,244.00	$1,740,000.00		$2,355,244.00
n/a	**Justice Center Renovation**	**$2,000,000**	**$1,000,000.00**	**$1,000,000.00**		**$2,000,000.00**
n/a	**Wastewater Project (12th and Iowa)**	**$5,266,782**	**$1,667,000.00**	**$3,599,782.00**		**$5,266,782.00**
n/a	**Stormwater Projects (Remaining Projects)**	**$6,509,500**	**$3,676,000.00**	**$2,830,000.00**		**$6,506,000.00**
n/a	Sustainable Transit Operations Study	$500,000	$50,000.00	$450,000.00		$500,000.00
Grand Total		**$142,332,254**	**$37,198,902**	**$42,346,700**	**$5,078,488**	**$84,624,090**

FINANCIAL SNAPSHOT

Local Support	+	Grant Request	+	COJ ARPA Match	=	Total Potential Funded*
$37,198,902		$42,346,700		$5,078,488		$84,624,090

94% average project costs

6 grant applications slated for Summer 2023



Committed City APRA only marks 1/3 of allocation

~ $5.1 million

21 total grant applications

Over $72 million worth of city investment has been made available with grant support

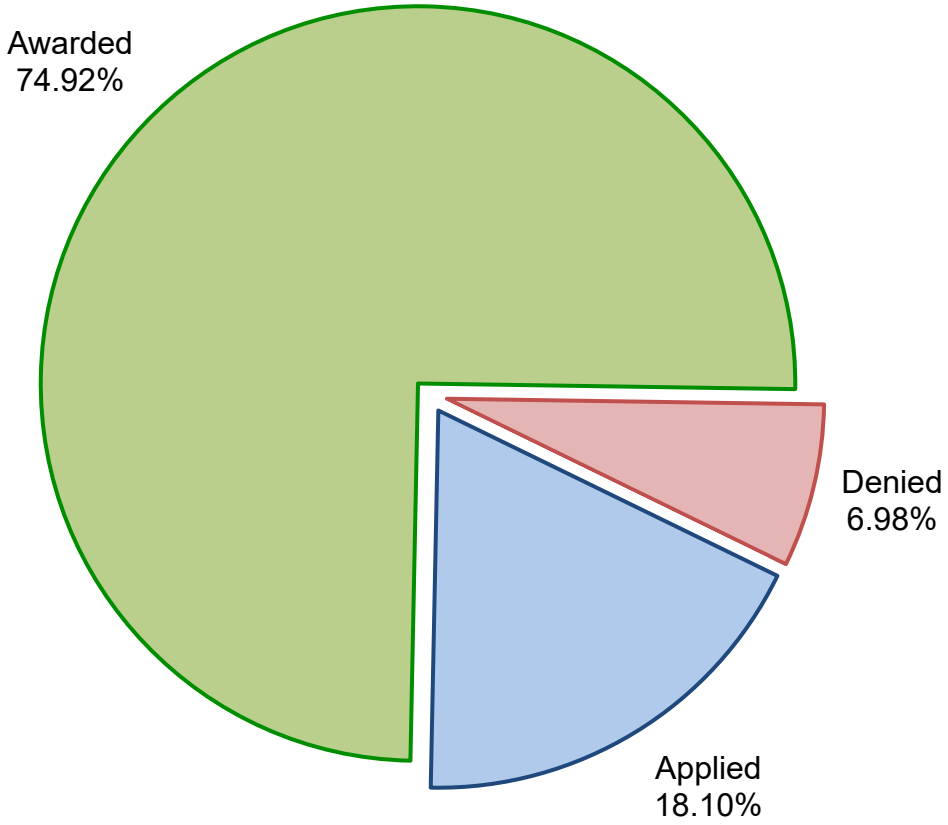
AWARD SUMMARY

City Match, Grant Awards, and ARPA Investments

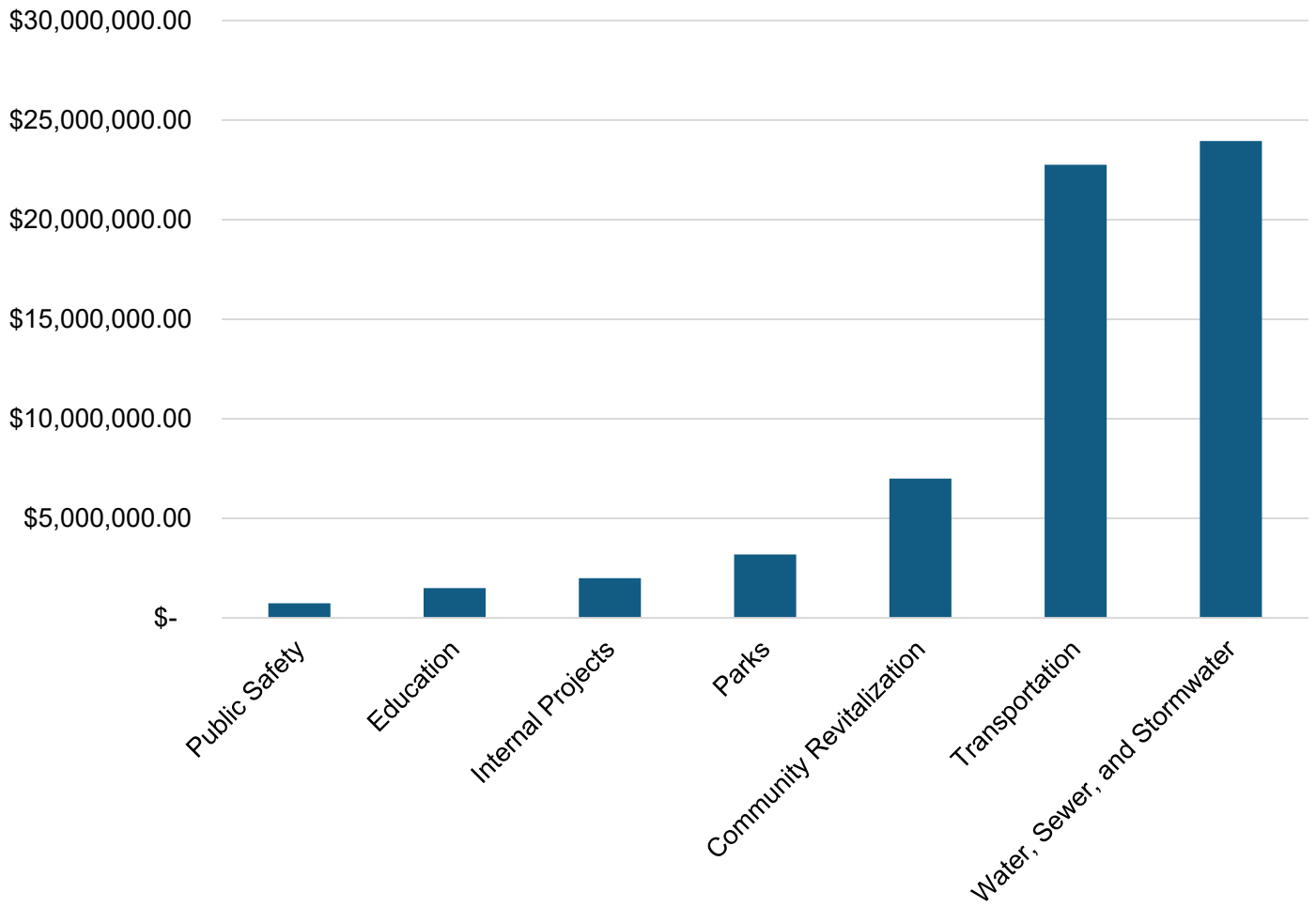
AWARD SUMMARY

City Match, Grant Awards, and ARPA Investments

Application Decisions

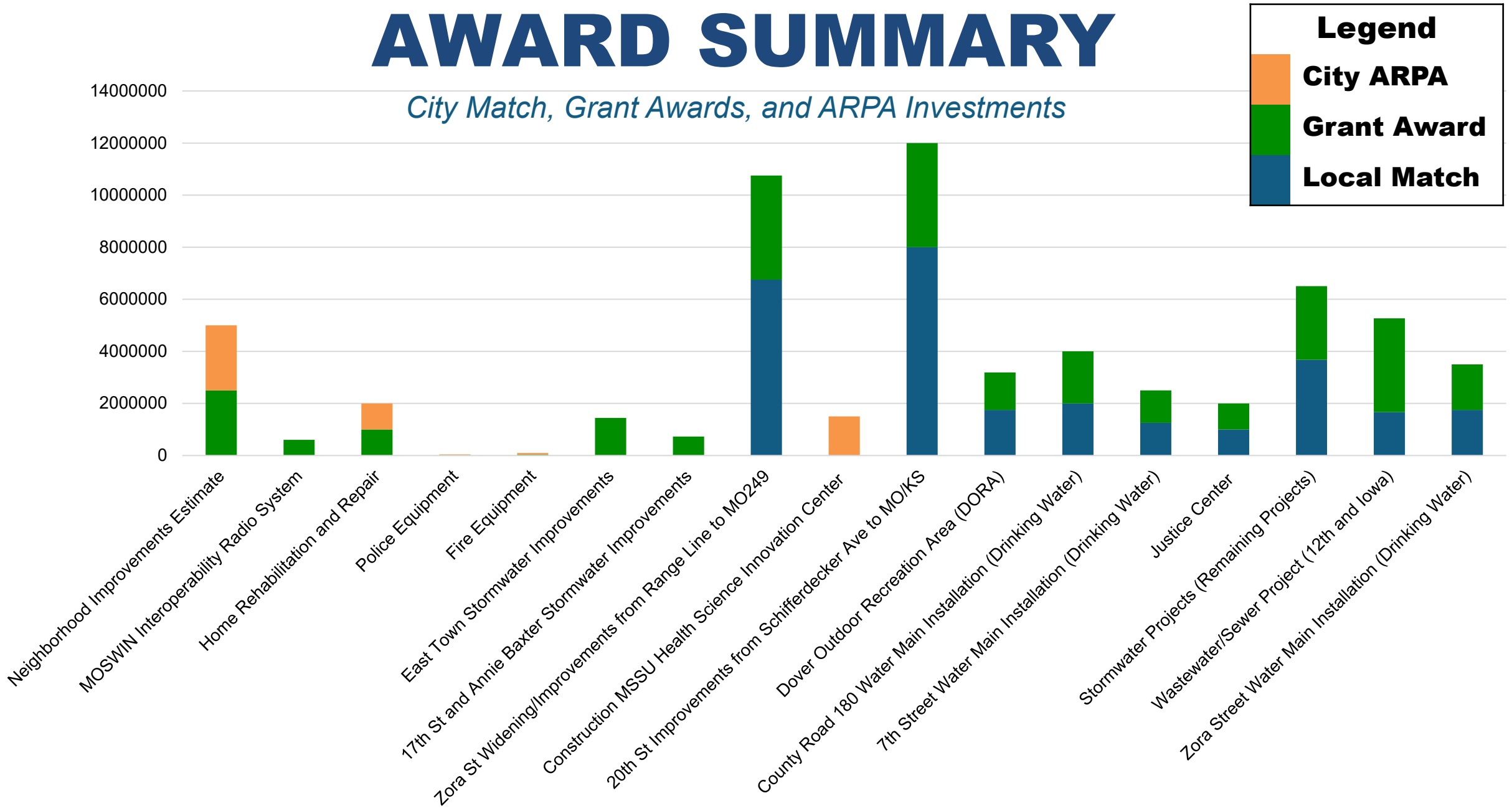


Category of Awarded Projects



AWARD SUMMARY

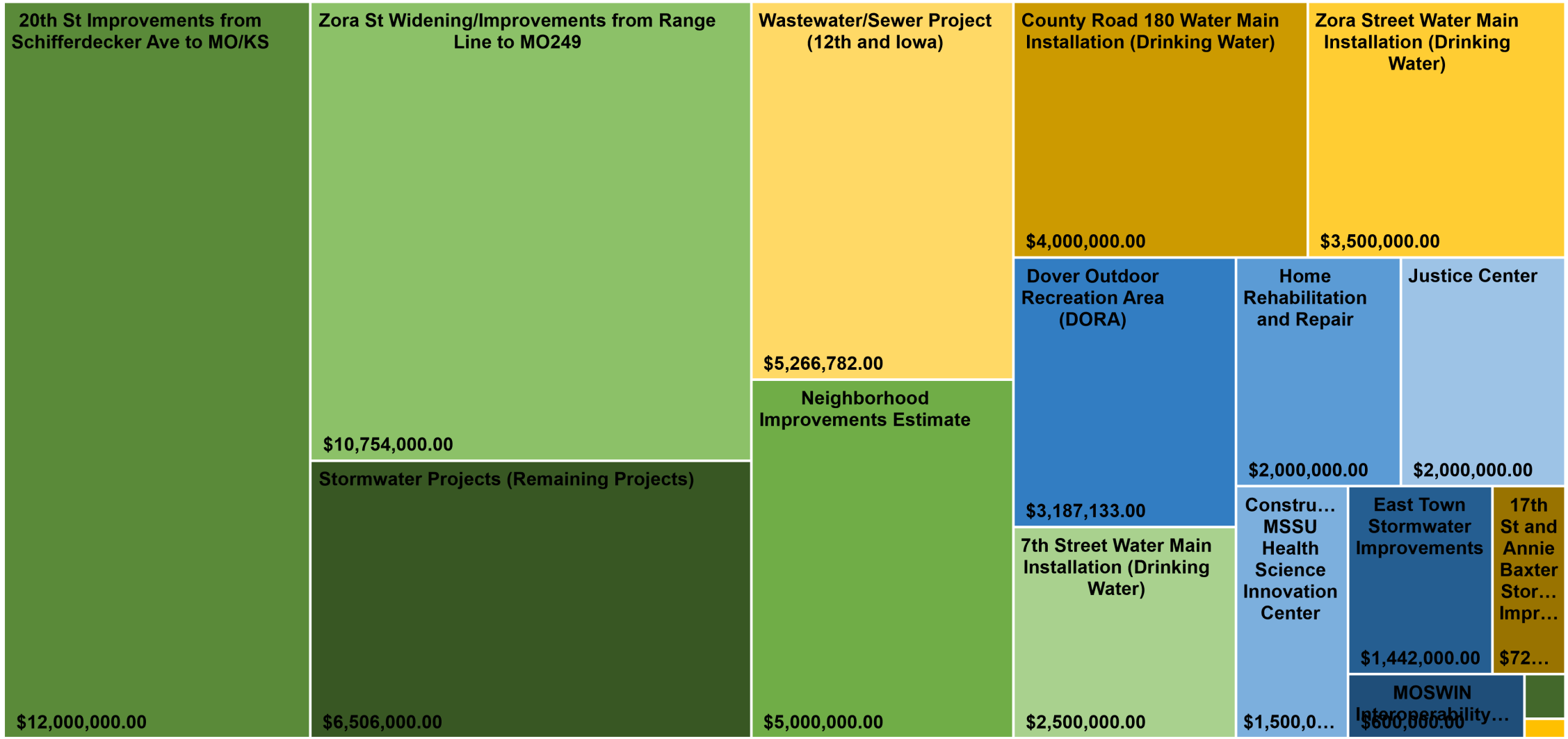
City Match, Grant Awards, and ARPA Investments



AWARD INVESTMENT

City Match, Grant Awards, and ARPA Investments

$61,122,403



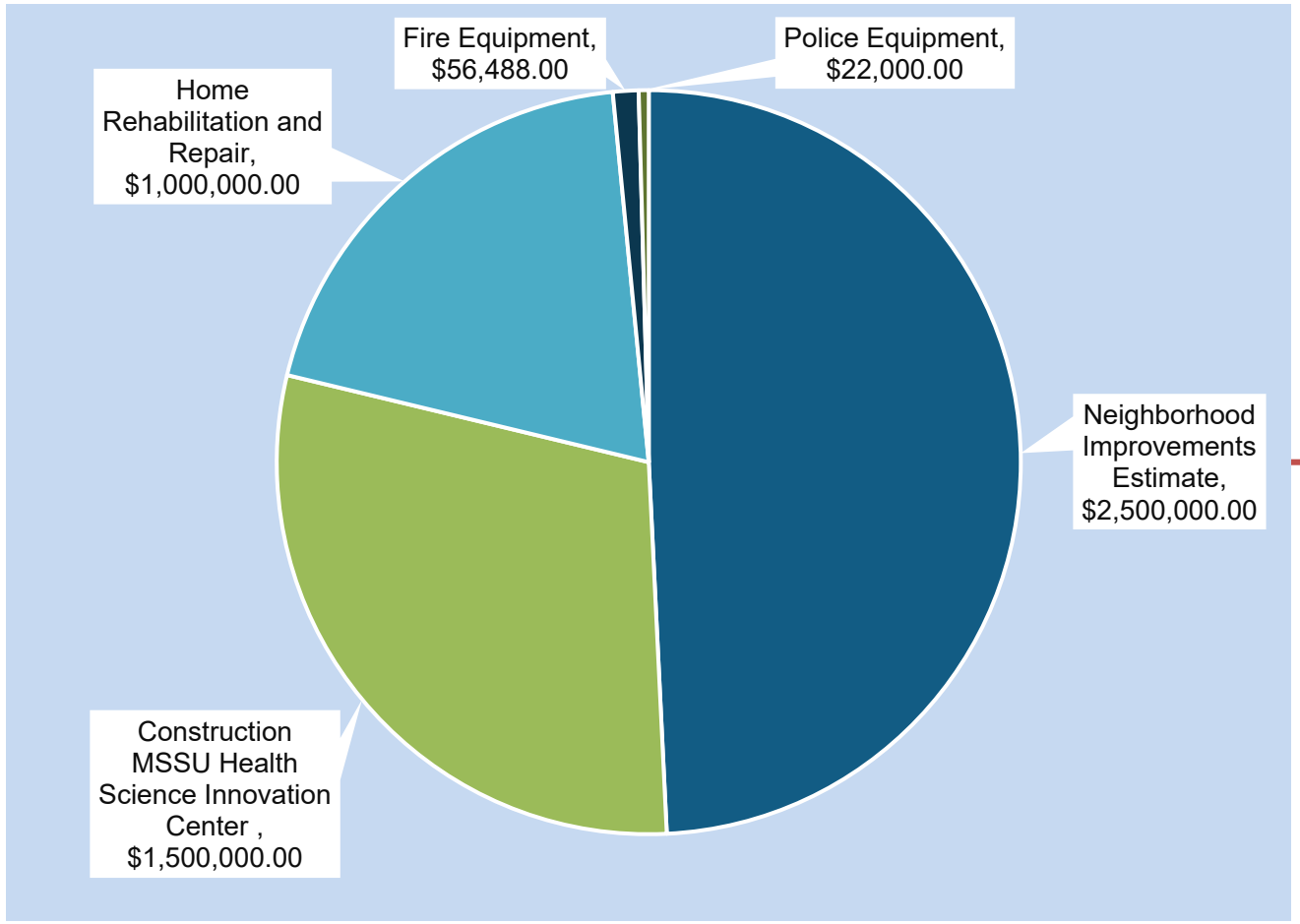


ARPA SUMMARY

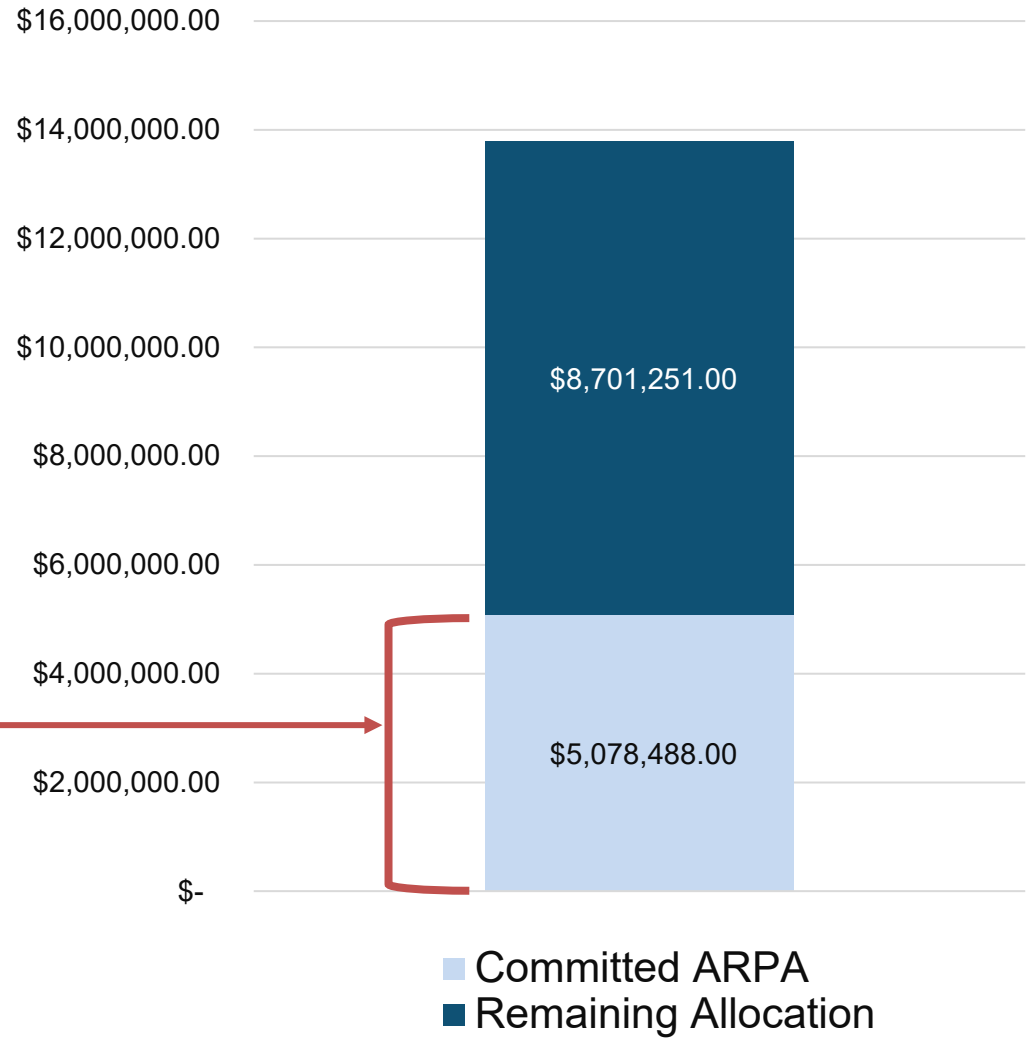
ARPA Investments

ARPA INVESTMENT

Committed ARPA



ARPA Allocation



GRANT FUNDING SOURCE TRACKER

CITY OF JOPLIN
GRANT FUNDING SOURCE TRACKER
AS OF MAY 5, 2023

GRANT DESCRIPTION	GRANT STATUS	TOTAL AMOUNT	GRANT AMOUNT	MATCH AMOUNT	CITY OPTION FUNDING SOURCE	CITY OPTION FUNDING SOURCE
Justice Center	Awarded	$ 2,000,000	$ 1,000,000	$ 1,000,000	Public Safety Sales Tax	
Drinking Water	Awarded	$ 10,000,000	$ 5,000,000	$ 5,000,000	Missouri American Water Co	
Stormwater-Option 1	Awarded	$ 8,676,000	$ 5,000,000	$ 3,676,000	Parks/Stormwater Sales Tax (Already projects)	
Wastewater-12th & Iowa	Awarded	$ 5,266,782	$ 3,599,782	$ 1,667,000	Sewer I & I Rehab (Already budgeted)	
20th Street Widening	County	$ 12,000,000	$ 4,000,000	$ 8,000,000	Capital Improvements Sales Tax (Already a project)	
MOSWIN Interoperability Radio	County	$ 637,048	$ 637,048	$ -		
Zora Widening	Awarded	$ 10,754,000	$ 4,000,000	$ 6,754,000	CIP Sales Tax (Already a project)	
Community Revitalization Grant	Awarded	$ 7,000,000	$ 3,500,000	$ 3,500,000	City ARPA	
Emergency Medical Services-Equip	Awarded	$ 41,894	$ 20,000	$ 21,894	City ARPA	Public Safety Reserves or Use Tax
Fire Protection-Turnout Gear	Awarded	$ 54,594	$ 20,000	$ 34,594	City ARPA	Public Safety Reserves or Use Tax
Peace Officer-Body Cameras	Awarded	$ 42,000	$ 20,000	$ 22,000	City ARPA	Public Safety Reserves or Use Tax
Local Tourism (DORA)	Awarded	$ 3,187,133	$ 1,437,133	$ 1,750,000	Parks/SW Sales Tax (Already a project)	
Trail Connector-Dover to Landreth	Pending	$ 1,250,000	$ 500,000	$ 750,000	Parks/SW Sales Tax (Already a project)	
SWIFR-Relocate Recycling Center	Pending	$ 3,899,423	$ 2,778,235	$ 1,121,188	Solid Waste	
REO-Recyling Outreach & Education	Pending	$ 2,355,244	$ 1,740,000	$ 615,244	Solid Waste	
Cybersecurity-Equipment & Training	Pending	$ 186,472	$ 186,472	$ -		
AOPP-Transit Transition Study	Pending	$ 500,000	$ 450,000	$ 50,000		
Grand Total		$ 67,850,590	$ 33,888,670	$ 33,961,920		

NEXT STEPS

Establish Grant Awards

- Coordinate with County on grant award
- Track award progress and sign awarded opportunities
- Meet with Grant Reviewers to build long lasting relationships

Grant Cycle

- Identify any applicable opportunities to maximize summer grants applications
- Prepare for 2024 and onward COJ grant strategy

Prepare for Grant Implementation

- Attend Grant Trainings
- Transition awards into project implementation phase
- Prepare for reporting and compliance of awarded grants

NEXT STEPS

Community Revitalization

- Develop Program Implementation Details based upon Grant Submission and Guidelines
- Present Program Plan to City Council for discussion
- Begin Program Implementation

Finalize City ARPA Spending Plan

- Identify any Broadband Funding needs
- Discuss Reprioritization of Unfunded Project List
- Finalize City ARPA Spending Plan by July

QUESTIONS

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

2. Approach the podium and state your name and address clearly for the record.

3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5 minute time limit.

4. Please do not repeat testimony that has been given previously. We want you to state your facts, but limit your information to only new information.

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

6. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

7. Remember that this is a Public Hearing and all sides have a right to give testimony. Please respect their right to do so.

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

JOPLIN CITY COUNCIL
MAY 1, 2023
MEETING MINUTES

CALL TO ORDER

The May 1, 2023, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Ms. Kate Spencer.

ROLL CALL

Answering Roll Call were Council Members: Keenan Cortez, Josh DeTar, Mark Farnham Doug Lawson, Gary Shaw, Phil Stinnett, Kate Spencer, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

Absent: Charles Copple

Motion by Mr. Cortez, second by Mr. DeTar to excuse the absence of Chuck Copple. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1.

PRESENTATIONS

Leadership Joplin Sound Garden Playground Presentation

Members of the Class of 2023 Leadership Joplin group presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Believe it or not – school will be out before we know it. Now is the time to start looking for different activities and events that will be fun for the kids this summer, as well as the adults.

Be sure to keep an eye on Joplin Parks and Recreation's Facebook page and website. Their staff does an excellent job of posting news about their upcoming leagues, programs, and other entertaining activities. Just go to joplinmo.org/parks or their Facebook page at Joplin Parks and Recreation to learn more.

Saturday, May 13 - that's the day for the City-wide Iris Gardens Tour. The tour is a self–guided tour from 10 a.m. to 2 p.m. Those interested in the event should start by going to the Joplin History and Mineral Museum, located in Schifferdecker Park, and picking up a printed map of participating locations that have Iris in their flower beds.

The Iris is the official City Flower, and many residents have planted Iris Gardens through the years. It should be a fun time to get out and see these flowers as well as enjoy Joplin in its Sesquicentennial Year.

Iconic Joplin! For those who may have heard this phrase but weren't sure what it meant, I'm here to explain.

Iconic Joplin is an official event of Joplin's 150th Birthday Celebration. The parent organization of this event is Landmark Builds! which partnered with host organizations: The Creative Learning Alliance, Joplin History and Mineral Museum, and Joplin Public Library to offer Iconic Joplin as an opportunity for area youth to learn more about Joplin history while being VERY CREATIVE with Lego bricks.

Teams of youth, ages 12 to 16, were challenged to recreate local landmarks from LEGO bricks. This also included historical research to learn more about their featured landmark. There are six landmarks including Crystal Cave, Bonnie and Clyde Hideout, Grand Falls, Joplin Union Depot, Joplin Public Library, and Olivia Apartments.
There is a vote for the People's Choice Award for these six landmarks. They are currently displayed at Spiva Center for the Arts in the Cornell Arts and Entertainment Complex until May 13. They'll then move to the Chrisman Building at 5th and Main Street. The deadline for online voting is June 1. If unable to get to these locations, the public can also check out one-minute videos about each landmark and vote for their favorite by visiting https://tally.so/r/3q4lK7. There is also a QR code that viewers can scan with their smartphones.

Just a quick reminder - the Joplin Recycling Center will host a FREE Tire Collection Event on Saturday, May 13 from 8 a.m. to 2 p.m. at the Center. Automotive passenger tires, with or without rims, will be accepted with a ten-tire per household limit.
This drop-off event is available to residents of Joplin and counties of Jasper, Newton, McDonald, Barton and Vernon Counties. The Center is located at 1310 West A Street. This collection is funded by the City of Joplin as a community service to help beautify our communities. For more information, contact the Joplin Recycling Center at 417-624-0820, ext. 1501.

There are different days or weeks throughout the year that are designated to recognize various organizations, careers, or even a common initiative, and Next Week is one we should all celebrate! It's Local Government Week. This week recognizes the many ways local government impacts each of us in Joplin, Jasper County and Newton County. Working together, cities, counties and schools are the backbone of our community.

Missouri celebrates Local Government Week from May 7 – 13 and there are many ways local government serves the community, and it couldn't be done without the hundreds of volunteers who serve on boards, commissions, and task forces, as well as our elected City and County officials. This is also time to recognize the many who work in local government agencies, including here at the City of Joplin, Joplin Schools, other cities and school districts and both Jasper and Newton Counties.

This year's theme does a nice job summing it up - All Day. Every Day. Local Government Works for You. Thank you all who have a role in this field.

CITIZEN REQUESTS AND PETITIONS

Tom Robertson spoke regarding public safety tax revenue.

Mary Price spoke regarding continued financial discrepancies, lack of fiscal responsibility.

Brian Evans spoke regarding concerns and former meeting with Council about city finance and public safety.

LaNetta Lewis spoke regarding a rebuttal to Jon Buck on 50mil/shooter ban.

Ayush Patel spoke regarding being against banning 50 mil bottles in Joplin.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-268

Mayor Lawson opened the Public Hearing.

Hoan Van Nguyen spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-268

Mr. Cortez introduced Council Bill No. 2023-268 AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to C-3 (Commercial) property as described below and located at 2927 E 9th St. Motion by Mr. Cortez, second by Ms. Spencer that Council Bill No. 2023-268 be placed on First Reading and passed. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1. The Bill was read as Council Bill No. 2023-268.

PUBLIC HEARING FOR RESOLUTION NO. 2023-006

Mayor Lawson opened the Public Hearing.

Lillian Bryant spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

RESOLUTION NO. 2023-006

Mr. DeTar introduced Council Bill No. 2023-006 - A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a Dominos restaurant with a drive through, located at 2907 E 22nd St in the City of Joplin, Jasper County, Missouri. Motion by Mr. DeTar, second by Ms. Williams that Resolution No. 2023-006 be approved. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1.

PUBLIC HEARING FOR RESOLUTION NO. 2023-007

Mayor Lawson opened the Public Hearing.

Carrie Swanford spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

RESOLUTION NO. 2023-007

Mr. DeTar introduced Council Bill No. 2023-007 - A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a Group Day Care Home, located at 4429 W 27th Pl in the City of Joplin, Jasper County, Missouri. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer and Stinnett, 7. Nays: 0. Abstained: Williams, 1. Absent: Farnham, 1. Motion by Mr. DeTar, second by Mr. Stinnett that Resolution No. 2023-007 be approved. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-269

Mayor Lawson opened the Public Hearing.

Lisa Barnett Percell spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-269

Ms. Spencer introduced Council Bill No. 2023-269 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-3 (Apartment House) to R-3 HP (Apartment House, Historic Preservation) property as described below and located at 216 N Wall Ave. Motion by Ms. Spencer, second by Dr. Farnham that Council Bill No. 2023-269 be placed on First Reading and passed. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer and Stinnett, 7. Nays: 0. Abstention: Williams, 1. Absent: Copple, 1. The Bill was read as Council Bill No. 2023-269.

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. DeTar to approve the Consent Agenda. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1.

Minutes of the April 17, 2023, City Council Meeting

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2023-121

Mr. DeTar introduced Council Bill No. 2023-121 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Rosetta Construction, Inc., in the amount of Three Million Six Hundred Fifty-Three Thousand Seven Hundred Twenty-Nine and 00/100 Dollars ($3,653,729.00) for the East Baker's Branch Sewer Extension, Phases 1 and 2 project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Stinnett that Council Bill No. 2023-121 be stricken from the agenda. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1.

COUNCIL BILL NO. 2023-122

Dr. Farnham introduced Council Bill No. 2023-122 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Rosetta Construction, Inc., in the amount of Seven Hundred Ninety-Four Thousand One Hundred Fifty-Five and 00/100 Dollars ($794,155.00) for the E. 7th Street Sewer Extension, Phase 2 project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Dr. Farnham, second by Mr. Stinnett that Council Bill No. 2023-122 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-062.**

COUNCIL BILL NO. 2023-354

Ms. Spencer introduced Council Bill No. 2023-354 - AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 2703 W D St. in the City of Joplin, Missouri, for Three Thousand Eight Hundred Ninety-Nine dollars & Ninety-Seven cents ($3,899.97); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Ms. Spencer, second by Dr. Farnham that Council Bill No. 2023-354 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-063.**

COUNCIL BILL NO. 2023-506

Mr. Cortez introduced Council Bill No. 2023-506 - AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions and Part-Time/Seasonal positions for Fiscal Year 2022-2023; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause. Motion by Mr. Cortez, second by Mr. DeTar that Council Bill No. 2023-506 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Lawson, Shaw, and Williams, 5. Nays: Farnham, Spencer, and Stinnett, 3. Absent: Copple, 1. The Council Bill moved to second and third reading.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2023-007

Mr. DeTar introduced Council Bill No. 2023-007 - AN ORDINANCE authorizing the City of Joplin to enter into a Memorandum of Understanding (MOU) with RestoreSpiva, LLC, and the Community Foundation of the Ozarks for the purpose of RestoreSpiva, LLC, conducting a capital campaign to restore Spiva Park in the City of Joplin; establishing responsibilities for RestoreSpiva, LLC, and the City in maintaining and operating Spiva Park; and authorizing the City Manager to execute said Memorandum of Understanding by and on behalf of the City of Joplin. Motion by Mr. DeTar, second by Ms. Williams that Council Bill No. 2023-007 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1. The Bill was read as Council Bill No. 2023-007.

SECOND AND THIRD READING
UNFINISHED BUSINESS

NEW BUSINESS

SITE PLAN REVIEW CASE 020-23 -2907 E 22nd St - Site Plan Review – A Request to review a Site Plan for a drive through Dominos restaurant – Bates Building. Motion by Mr. Stinnett, second by Mr. Cortez to approve the site plan. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1.

Declare Excess Surplus Property for the City of Joplin Fire Department. Motion by Mr. DeTar, second by Mr. Cortez to declare the property surplus. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1.

Confirm Boards and Commissions Appointments

Reappointments:
ADA: Naomi Gonzales
ADA: Jerry Phommachack
Airport: Michael King
Airport: Fred Osborn
Board of Adjustment: Christopher Briley
Building Board of Appeals: Gary Duncan
Housing Authority: Holly Stone
Housing Authority: Eric Colbert
JIDA: Kevin Parker
Traffic Commission: John Bowling
JSA: Hunter Perry
JSA : Jhan Hurn
JSA: David Compton
Library Board: Lisa Erickson
Library Board: Jennifer Baldwin
Personnel Board: Audrey Johnson
Personnel Board: Jeff Hughey
Planning & Zoning: Mary Anne Phillips
Planning & Zoning: Drew Kimble
Traffic Commission: Cassandra Maxfield

Motion by Mr. Stinnett, second by Mr. Cortez to approve the reappointments. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1.

Appointments:
Airport: Nathan Keiser
Board of Adjustment: Cassanda Maxfield
Building Board: Michael Wicklund
Capital Improvement: Nathan Mordica
JRC: Steve Holt
Library Board: Diane Reid Adams
Parks & Rec Board: Greg Matzer
Personnel Board: Robert Green
Planning and Zoning Commission: Cole Landis
TIF: Derek Edwards
Traffic Commission: Melissa Zolnierz

Motion by Mr. Cortez, second by Mr. DeTar to approve the appointments. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1.

Mr. Stinnett would like to be notified of Requests for Information. Mr. Stinnett also stated that the co-chairs of the Finance Committee would like to request a meeting with Council.

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2020. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Cortez, second by Mr. DeTar to go into closed session. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: Copple, 1.

The meeting was adjourned at 8:04 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-007 – authorizing an MOU between the City of Joplin, RestoreSpiva, LLC, and the Community Foundation of the Ozarks, for the purpose of conducting a capital campaign to restore Spiva Park in the City of Joplin and establishing responsibilities of the parties.

MEETING DATE
May 1, 2023

ORIGINATING DEPARTMENT
Parks & Recreation – Paul Bloomberg

ATTACHMENTS
Council Bill No. 2023-007; Exhibit "A" - Memorandum of Understanding and Agreement.

REVIEWED BY
Parks Director Paul Bloomberg; Finance Director Leslie Haase; City Attorney Peter Edwards; Assistant City Manager Tony Robyn; City Manager Nicholas Edwards.

SUMMARY
This Council Bill approves an MOU between the City of Joplin, RestoreSpiva, LLC, and the Community Foundation of the Ozarks. The MOU provides that RestoreSpiva will undertake a capital campaign to raise money to restore masonry, plumbing, lighting and other electrical work in the park.

BACKGROUND
This Memorandum of Understanding with RestoreSpiva, LLC, and the Community Foundation of the Ozarks is for the purpose of RestoreSpiva LLC, conducting a capital campaign in order to complete certain capital restoration projects in Spiva Park, including renovation of masonry, plumbing, lighting and electrical works, including future upgrades to the Park and establishing responsibilities in maintaining and operating Spiva Park between the City and RestoreSpiva LLC. The MOU sets out certain responsibilities of the City and of RestoreSpiva LLC related to the maintenance and restoration of Spiva Park.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This memorandum of understanding and agreement (herein "MOU") is made on this _____ day of _____, 2023, by and between the RestoreSpiva LLC, a Missouri Limited Liability Company (hereinafter referred to as "RestoreSpiva"), the City of Joplin, a Missouri Municipal Corporation (hereinafter referred to as "City"), and the Community Foundation of the Ozarks, a Missouri Nonprofit Corporation (hereinafter referred to as "CFO"), collectively referred to as the "Parties."

WHEREAS, City owns Spiva Park (hereinafter referred to as "Park"), and City desires to enter into an agreement with RestoreSpiva under the terms and conditions described herein; and

WHEREAS, RestoreSpiva was formed by the Cragin Family (Mike Cragin, Christy Cragin, Scott Cragin and Gay Currence) for the purposes of renovating and upgrading the Park; and

WHEREAS, RestoreSpiva's purpose is "To conduct a capital campaign to restore the park to its place as a jewel of the city including renovation of masonry, plumbing, lighting and electrical work and to provide for future upgrades to the Park", and

WHEREAS, CFO will aid in the capital campaign of RestoreSpiva, and shall hold and distribute funds generated in the capital campaign for Park purposes, and

WHEREAS, for the reasons set forth herein, the Parties desire to set forth the material terms of their collaboration to renovate and upgrade the Park in this Memorandum of Understanding and Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RestoreSpiva, CFO and City agree as follows:

1. Responsibilities of RestoreSpiva.
    a. RestoreSpiva will conduct a capital campaign under the guidance and stewardship of CFO, which shall maintain and distribute funds in accordance with the instructions of RestoreSpiva. The capital campaign will have two separate funds: 1) primary fund for restoration; and 2) endowment fund earmarked for future upgrades.
    b. RestoreSpiva will determine the scope of work for Park restoration and upgrades funded through CFO, with City approval.

EXHIBIT "A"

c. RestoreSpiva will select the contractor(s) for the restoration and upgrades, with City approval.

d. RestoreSpiva will earmark all funds from the endowment for specific Park upgrade needs.

2. Responsibilities of City.

a. City will work in good faith with RestoreSpiva to sign off on approval of all restoration and upgrades funded through CFO. All proposed restoration and upgrades shall be consistent with customary building standards and adhere to the current historical aesthetics of the park.

b. City will continue to bear primary responsibility for maintaining and operating the Park including landscaping, fountains, lighting, sculptures and surveillance.

c. City will include RestoreSpiva in any community efforts addressing the issue of homelessness city-wide as well as how the issue impacts the Park in particular.

d. City agrees that the endowment for upgrades of the Park is in addition to the City's budgeted funds for maintenance of the Park. It is not the City's intention to decrease future maintenance funding for the Park because of RestoreSpiva's potential to provide maintenance funds for the Park. All City budget items are subject to annual budget appropriation.

3. Insurance. All contractors that provide work on behalf of RestoreSpiva shall be licensed in the City of Joplin and shall carry liability insurance, issued by an insurance company authorized to do business in the State of Missouri, covering City, its agents, employees, and invitees, and naming City as an additional insured, in the amount of One Million Dollars ($1,000,000.00) for Combined Single Limit for Personal Injury or Property Damage. Such insurance shall be evidenced by filing with the City an Insurance Certificate, naming City as an additional insured under such policy, and providing that such policy shall not be canceled without thirty (30) days written notice to City. RestoreSpiva and its contractors agree to indemnify and hold and save harmless the City from any and all damages, claims, and assessments of every type and character arising from all construction and related activities at or in any way related to the Park.

4. Nature of Relationship. RestoreSpiva and CFO shall perform as independent contractors and shall not hold themselves out to third parties as agents of City. RestoreSpiva and

CFO shall not be considered agents of City nor shall any of the employees, agents, officers, members, or other personnel of RestoreSpiva or CFO be considered sub-agents of City.

5. Termination. A party may terminate this Agreement by giving 120 days notice to the other party.

6. Notices. All notices, requests, and demands to or upon the parties of the MOU shall be deemed to have been given or made when delivered by hand or via certified mail addressed as follows or to other such addresses as may be hereafter designated in writing:

City: City of Joplin
602 S. Main St.
Joplin, MO 64801

RestoreSpiva LLC
1421 Crestwood Dr.
Joplin, MO 64801

Community Foundation of the Ozarks
P.O. Box 8960
Springfield, MO 65801

7. Amendments. This Agreement contains all of the agreements and conditions made between the parties and may only be modified by written agreement signed by all parties to this Agreement.

8. Assignment. This Agreement shall not be assignable by RestoreSpiva without the express written consent of City being first obtained.

9. Choice of Law. This Agreement has been made, and its validity, performance, and effect shall be determined, in accordance with the laws of the State of Missouri, and venue for litigation between the parties shall be solely and exclusively in the Circuit Court of Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

10. Compliance with the Law. RestoreSpiva agrees to comply with all applicable laws in connection with the performance of this MOU.

11. Severability. The invalidity, illegality, or unenforceability of any provision of this MOU shall not affect the validity, legality, or enforceability of the other provisions of this MOU which shall remain effective.

<The rest of this page is intentionally left blank. Signature page follows.>

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed and approved and is effective and operative as to each of the parties as herein provided.

CITY OF JOPLIN, MISSOURI

By:_____
Nicholas Edwards, City Manager

ATTEST:

By:_____
Holly Nagy, City Clerk

RESTORESPIVA LLC

By:_____
Mike Cragin, Managing Member

By:_____
Christy Cragin, Managing Member

By:_____
Scott Cragin, Managing Member

By:_____
Gay Currence, Managing Member

COMMUNITY FOUNDATION OF THE OZARKS

By:_____
Brian Fogle, President

COUNCIL BILL NO. 2023-007 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into a Memorandum of Understanding (MOU) with RestoreSpiva, LLC, and the Community Foundation of the Ozarks for the purpose of RestoreSpiva, LLC, conducting a capital campaign to restore Spiva Park in the City of Joplin; establishing responsibilities for RestoreSpiva, LLC, and the City in maintaining and operating Spiva Park; and authorizing the City Manager to execute said Memorandum of Understanding by and on behalf of the City of Joplin.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Memorandum of Understanding with RestoreSpiva, LLC, and the Community Foundation of the Ozarks for the purpose of RestoreSpiva, LLC, conducting a capital campaign to in order to complete certain capital restoration projects in Spiva Park, including renovation of masonry, plumbing, lighting and electrical works, including future upgrades to the Park and establishing responsibilities in maintaining and operating Spiva Park between the City and RestoreSpiva, LLC, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be, and the same is, hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreements in substantially similar form, by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-268 – Zoning District Change

MEETING DATE:
May 1, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 017-23: Rezoning – 2927 E 9th St – A Request to Rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) to construct a parking lot for a restaurant – Hoan Van Nguyen

BACKGROUND:
The owners of the property also own 842 S Range Line Rd (formerly a Mexican restaurant). These properties are directly adjacent to one another. The owners would like to provide better parking for the restaurant and are seeking to develop the R-1 property into a Commercial parking lot. The owners have demolished the existing house and plan to expand the parking lot to provide a better solution for their tenants and guests. The new development will also trigger the City's buffer requirement, meaning they would be required to landscape the West side of the property to the adjacent R-1 District.

PLANNING & ZONING COMMISSION TESTIMONY:
Uyen Nguyen, 1209 Van Winkle St., Joplin, Missouri. She stated she was the applicant's daughter and representative. Their request was made to rezone the property and construct a parking lot. The restaurant that is presently in the location at 842 S. Range Line is moving. They desire to remodel the present restaurant, but they need additional parking. Therefore, they are seeking to rezone the property at 2927 E. 9th. She stated the house had already been demolished. Mr. Rosenberg asked if they would be required to put up screening on the West side. Mr. Bolander stated that they would.

PUBLIC COMMENT;
There was no public comment in opposition.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-268
Planning & Zoning Commission recommends approval of Case 017-23 (7 in Favor, 0 Nay)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 017-23: Rezoning

2927 E. 9th St.-Rezoning-A Request to Rezone from District R-1 (Single Family Residential) to District C-3 (Commercial) to construct a parking lot for a restaurant-Hoan Van Nguyen.

Uyen Nguyen, 1209 Van Winkle St., Joplin, Missouri. She stated she was the applicant's daughter and representative. Their request was made to rezone the property and construct a parking lot. The restaurant that is presently in the location at 842 S. Range Line is moving. Their desire is to remodel the present restaurant, but they need additional parking. Therefore, they are seeking to rezone the property at 2927 E. 9th. She stated the house had already been demolished.

Mr. Kimble asked if there were any questions from the Commission on Case 017-23.

Mr. Rosenberg proposed a question to staff if they were required to fence off the west side.

Mr. Bolander stated yes, they would be required to landscape and provide a 6 ft. minimum fence.

Mr. Jackson asked why not grandfather.

Mr. Bolander stated currently grandfathered.

There were no further questions.

Mr. Kimble asked if anyone wished to speak in favor of Case 017-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 017-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 017-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Z&P Meeting: April 10, 2023
City Council Meeting: May 1, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 017-23 A request to rezone from R-1 (Single-Family Residential) to C-3 (Commercial).

LOCATION 2927 E 9th St, Joplin, MO 64801

APPLICANT Hoan Van Nguyen

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-Family Residential	Approximately 0.15 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	C-3	C-3	R-1
Land Use	Commercial	Commercial	Commercial	Single-Family Home

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Retail Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
9th St	Local	60′

UTILITIES

The site is accessible to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The request is also consistent with the Future Land Use Map for this area.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The subject property is adjacent to an existing Commercial property off of Range Line. The proposed Commercial use is more suitable for this property than Single-Family Residential, given its location to a high-traffic commercial road.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The proposed use matches the existing uses in the area. The property rezoning will slightly expand the Commercial zoning where heavy Commercial use is already present.

DISCUSSION

The owners of the property also own 842 S Range Line Rd (formerly a Mexican restaurant). These properties are directly adjacent to one another. The owners would like to provide better parking for the restaurant and are seeking to develop the R-1 property into a Commercial parking lot. The owners do not plan to increase the intensity of their use, but rather expand the parking lot to provide a better solution for their tenants and guests.

Staff recommends approval of Case 017-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 017-23
Filing Fee: $550.00
Received: 2/14/23
Date Advertised:
Proj. No.: 23-037
Public Hearing Date: 4/10/23

Applicant: Hoan Van Nguyen Phone No.: 417 437 1223
Address: 1209 Van Winkle St, 64801 Email: uyen nguyenmo96@gmail.com
Owner: Hoan Van Nguyen Phone No.:
Address: & Ngan Hoang Kim Nguyen Email:
Location of Property: 2927 E 9th St, Joplin, MO 64801
Present Use of Property: Residential house - Ka Unoccupied
Proposed Use of Property: Parking Lot
Current Zoning: R-1 Requested Zoning: C-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Commercial Business	C-3
South	Commercial Business	C-3
East	Commercial Business	C-3
West	Single Family Home	R-1

Character of the Neighborhood: Commercial

Relationship to Existing Zoning Pattern:

Yes	No	
☐	■	Would proposed change create a small, isolated district unrelated to surrounding districts?
■	☐	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: We need to add more parking space to the existing restaurant

Conformance with Comprehensive Plan:

Yes	No	
☒	☐	Consistent with Development Policies?
☒	☐	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
☐	☒	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: 9th St

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: 60'

Subdivision Platting:

Yes	No	
☐	☒	Is platting required?
☒	☐	Are lots appropriately sized?
☒	☐	Is street right-of-way appropriately sized?

☐ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☑	☐	Completed and signed application.
☑	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☑	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☑	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: Hoa Van Nguyen **Date:** 02. 13. 2023

Owner Affidavit

My name is Ngan Hoang Kim Nguyen, co-owner of the residential house located at 2927 E 9th st, Joplin, MO 64801. I am writing this letter to give my husband, Hoan Van Nguyen, the permision to apply for rezoning the house.

ngan.

Ngan Hoang Kim Nguyen

Date: 02/13/2023

Reason for Rezoning

Date: 02/13/2023

Property address: 2927 E 9th St, Joplin, MO 64801

To: Joplin City Council

We, Hoan and Ngan Nguyen, husband and wife, are the owners of residential house located at 2927 E 9th st and the business building next to it at 842 S Rangeline Rd (Lucy's Mexican Restaurant). Our tenant (Lucy's owner) is moving out this May. We'd like to keep a business going so we want to turn it into a very nice Vietnamese restaurant operated by us. In order to do that, we need to remodel the building and expand it. The City of Joplin requires more parking space for that, therefore, we want to rezone our residential house that currently being unoccupied, we then will apply for a demolish permit to make the additional parking lot. With the rezoning is intended to use for parking lot only, there would not be any fire hazards. We believe this change is very necessary to operate a restaurant business on Rangeline. We're very confident making it a successful bussiness. Our restaurant will provide a new kind of culinary experiece, we support local farmers, and create local employment opportunities.

Recorded in Jasper County, Missouri

Recording Date/Time: 08/02/2022 at 03:40:23 PM

Book: 2652 Page: 47

Instr #: **2022013364**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

Corporation Warranty Deed

THIS INDENTURE, Made and entered into this **1st** day of **August, 2022** by and between

Big WC LLC, a Missouri Limited Liability Company

a corporation duly organized under the laws of the State of Missouri, hereinafter **GRANTOR**, and

Ngan Hoang Kim Nguyen and Hoan Van Nguyen, husband and wife

hereinafter referred to as **GRANTEE**, whether one or more.

(Grantee's mailing address is 1209 Van Winkle Street, Joplin, MO 64801)

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid by Grantee, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following described Real Estate, situated in the County of **JASPER** and State of Missouri, to wit:

All of Lot Numbered Three (3) in JUNCTION SUB-DIVISION of Lots Numbered Twenty-seven (27), Twenty-Eight (28), Twenty-nine (29), and Thirty (30) in Villa Heights, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it is seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that Grantor will WARRANT AND DEFEND the title to the premises unto Grantee, and to the successors and assigns of such forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its Members the day and year first above written.

Big WC LLC

By: _____
William F. Roderique, Member

By: _____
Craig Powell, Member

Corporation Warranty Deed

THIS INDENTURE, Made and entered into this **1st** day of **August, 2022** by and between

Big WC LLC, a Missouri Limited Liability Company

a corporation duly organized under the laws of the State of Missouri, hereinafter **GRANTOR**, and

Ngan Hoang Kim Nguyen and Hoan Van Nguyen, husband and wife

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WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid by Grantee, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following described Real Estate, situated in the County of **JASPER** and State of Missouri, to wit:

All of Lot Numbered Three (3) in JUNCTION SUB-DIVISION of Lots Numbered Twenty-seven (27), Twenty-Eight (28), Twenty-nine (29), and Thirty (30) in Villa Heights, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it is seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that Grantor will WARRANT AND DEFEND the title to the premises unto Grantee, and to the successors and assigns of such forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its Members the day and year first above written.

Big WC LLC

By: _____
William F. Roderique, Member

By: _____
Craig Powell, Member

STATE OF MISSOURI)

)ss

COUNTY OF JASPER)

On this 1st day of August, 2022 before me, appeared William F. Roderique and Craig Powell, to me personally known, who being by me duly sworn, did say that they are the Members of Big WC LLC, a Missouri Limited Liability Company and that said instrument was signed in behalf of said Limited Liability Company by authority of its Members and William F. Roderique and Craig Powell acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office, the day and year first above written.

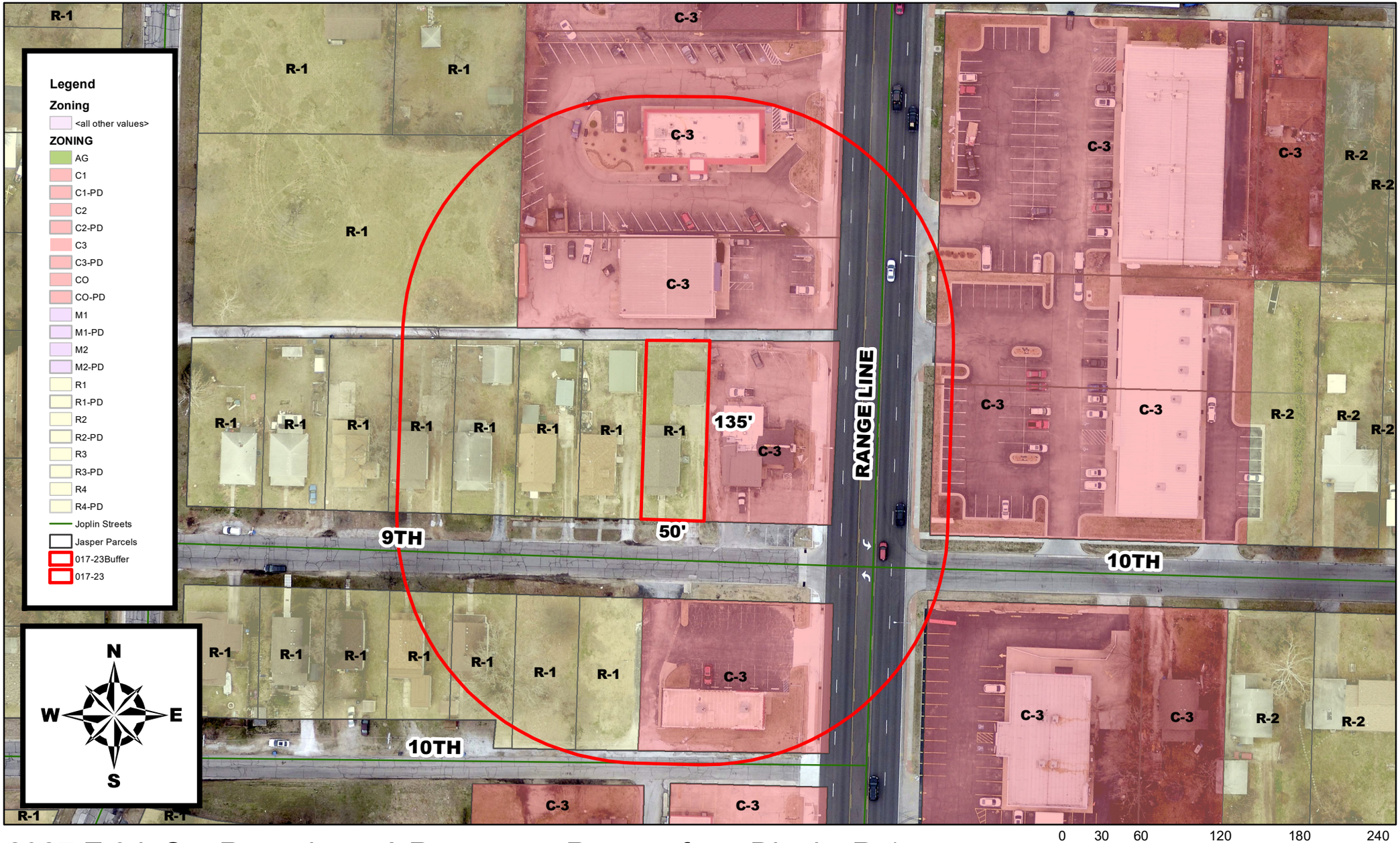
Brenda R Reynolds

Brenda R. Reynolds, Notary Public

My Term Expires: August 18, 2022

BRENDA R. REYNOLDS
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Aug. 18, 2022
Commission #14429341

Case 017-23 - Rezoning



2927 E 9th St - Rezoning – A Request to Rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) to construct a parking lot for a restaurant – Hoan Van Nguyen

P & Z Case 017-23
Hoan Van Nguyen
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-268 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to C-3 (Commercial) property as described below and located at 2927 E 9th St.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District R-1 (Single-Family Residential) the following described property and including in District C-3 (Commercial).

All of lot Numbered Three (3) in JUNCTION SUB-DIVISION of Lots Numbered Twenty-seven (27), Twenty-Eight (28), Twenty-nine (29), and Thirty (30) in Villa Heights, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-269 – Zoning District Change

MEETING DATE:
May 1, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 021-23: Rezoning – 216 N Wall Ave - A Request to rezone from District R-3 (Apartment House) to District R-3 HP (Apartment House, Historic Preservation) – Samuel Wimsett and Christina Williams Wimsett

BACKGROUND:
The owners are requesting that this property be designated as a local landmark and be added to the HP zoning overlay. The first owner was Joseph Benning Glover Jr. and Charles W Glover. Joseph owned the Glover Book and Paper Company, while Charles was associated with the Joplin Globe.

R-3 HP overlay zoning at this location is appropriate considering current use as a Single-Family Residential home and the property meeting the criteria for local landmark designation as reviewed and recommended for approval by the Historic Preservation Commission. The Commission approved the case for recommendation to the Planning and Zoning Commission on criteria:

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or county.

PLANNING & ZONING COMMISSION TESTIMONY:
Tyler Bellairs represented City of Joplin Zoning and Planning Department and presented the rezoning request.

PUBLIC COMMENT;
There was no public comment in opposition. Mr. Samuel Wimsett spoke in favor of the case. As the owners, they are seeking to preserve its historical value and wish to restore it. Ms. Steele asked if the property would become a rental and inquired about the property becoming an apartment. Mr.

Bolander stated that the City cannot prevent a property from becoming a rental. Mr. Bolander also said that the density requirements for an apartment would limit this property from becoming an apartment. Mr. Jackson asked if it would not be more prudent to rezone to R-1 if the intent was for this property to become a single-family home. Mr. Bolander explained that this property and the surrounding properties were platted with the intention of single-family homes. Mr. Bolander explained you can still build a single-family home in R-3.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-269
Planning & Zoning Commission recommends approval of Case 021-23 (6 in Favor, 1 Abstained)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 021-23: Rezoning

216 N. Wall Ave-Rezoning-A Request to rezone from District R-3 (Apartment House) to District R-3 HP (Apartment House, Historic Preservation)-Samuel Wimsett and Christiana Williams Wimsett

Tyler Bellairs, 602 S. Main St., Joplin, Missouri. He represented City of Joplin Zoning and Planning Department and presented the rezoning request. Mr. Bellairs stated the property owners are requesting a HP overlay. The Historic Preservation Commission recommended approval based on Criteria 3.

Mr. Kimble asked if anyone wished to speak in favor of Case 021-23.

Mr. Samuel Wimsett, 2602 S. Kingsdale, Joplin, Missouri. Mr. Wimsett stated their intention was to preserve history. The property was built in 1894 and had remained in the same family until they purchased the property. The home was owned by a pioneer citizen of Joplin and had remained a single-family residence. The property had never been a rental property.

Mr. Kimble asked if there were any other questions from the Commission on Case 021-23.

Mr. McCullough said the rezoning stated for an apartment house.

Mr. Bolander stated that was just for rezoning purposes.

Mr. Kimble asked Mr. Wimsett if the intent was to sell the home.

Mr. Wimsett stated yes. They want to preserve the history of the home and honor the legacy of the family in the preservation and then pass that on to the next owner. The home will be marketed as a single-family home.

Ms. Steele asked the question to Mr. Wimsett that no matter who they sell the property to, could it be a rental. And the zoning indicated it could be an apartment.

Mr. Bolander stated they could not prevent it from becoming a rental, but the square footage requirement would make it difficult to be made into a multi-family unit.
Mr. Jackson asked if it would be better in a R-1 district and asked Mr. Wimsett if he had a preference.

Mr. Wimsett stated there was no benefit to us and it would not impact the value of the home. The house was privately owned, and the layout was not conducive to splitting up the house.

Mr. Bolander stated it was originally platted for a single-family home and everything around it is zoned R-3.

Ms. Steele asked even though the property was historical they could still rent the home.

Mr. Kimble asked if anyone wished to speak in opposition of Case 021-23.

There were none.

MR. JACKSON MOVED THAT CASE 021-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED. MS. PHILLIPS ABSTAINED. (6 IN FAVOR, 1 ABSTAINED)

Z&P Meeting: April 10, 2023
City Council Meeting: May 1, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 021-23 A Request to rezone from District R-3 (Apartment House) to District R-3 HP (Apartment House, Historic Preservation).

LOCATION 216 N Wall Ave

APPLICANT Samuel Wimsett and Christina Williams Wimsett

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3	Single-Family Residential	Approximately 0.1 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	R-3	R-3	R-3
Land Use	Single-Family Home	Single-Family Home	Single-Family Home	Apartments

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Low Density Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Wall Ave	Local	60′

UTILITIES

The site is accessible to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The request is also consistent with the Future Land Use Map for this area.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

There will not be any changes in use. The current zoning is suitable for Single-Family Residential. The proposed HP overlay will not cause a change in the use.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. This request is to add the HP overlay based on the structure's historic significance.

DISCUSSION

The owners are requesting that this property be designated as a local landmark and be added to the HP zoning overlay. The first owner was Joseph Benning Glover Jr. and Charles W Glover. Joseph owned the Glover Book and Paper Company, while Charles was associated with the Joplin Globe.

R-3 HP overlay zoning at this location is appropriate considering current use as a Single-Family Residential home and the property meeting the criteria for local landmark designation as reviewed and recommended for approval by the Historic Preservation Commission. The Commission approved the case for recommendation to the Planning and Zoning Commission on criteria:

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or county.

Staff recommends approval of Case 021-23.
Historic Preservation Commission recommends approval of Case 021-23.

ENCLOSURES

- Map of property
- Application

Rezoning Procedures

Applicability. The rezoning process provides review of changes to the boundary of zoning districts (map amendment) that may be necessary to implement the comprehensive plan, to account for changed conditions in the general area, or to reflect a change in public policies with respect to future development. Application for a rezoning may be initiated by the property owner, the City Council, or the Planning Commission.

Review Criteria. A rezoning shall be reviewed according to the following criteria:

1. The application is consistent with the comprehensive plan, and any official plan or program developed under the guidance of that plan.
2. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces; the scale, pattern, and format of buildings; the zoning of property and intent of other zoning districts in the vicinity; and the compatibility, transitions, and integration of existing and potential future uses.
3. The suitability of the subject property for the uses to which it has been restricted.
4. The application furthers the intent of the proposed zoning district and the general purposes of these regulations.
5. The application demonstrates compliance with all substantive standards and guidance of the proposed zoning district; or, where no proposed development application is associated with the application, there is a likelihood of development that complies with all substantive standards can be demonstrated.
6. The ability of the City or other government agencies to provide any services, facilities or programs that may be necessary if the application is approved.
7. The effect of approval on surrounding property, including the likelihood that surrounding areas may be developed in accordance with current zoning or future plans.
8. The recommendations of professional staff or other reviews associated with the application.

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to zoning map amendment applications.

1. Applications may be accompanied by one of the following complementary applications: a Site Plan, a Special Use Permit, or a Concept Plan of a similar nature to that required in Section 2.04 for Planned Developments.
2. Applications may be accompanied by any plat that is necessary for the project.
3. The City Council may recommend the application be returned to Planning Commission for further study or additional information at its next regular meeting. Failure by the Planning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.
4. The Planning Commission may recommend, or City Council may approve a lessor change than was proposed in the notice, whether in extent of property or project area, or in the scale, intensity, or other substantive standards for proposed project and zoning change.

Effect of Decision. Rezoning shall be approved by the City Council in the form of an ordinance. Approved changes shall be indicated on the Official Zoning Map by the Director within 30 days following approval. Any application that includes a required site plans or other similar applications

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: O21-23
Filing Fee: ~~$550.00~~
Received: 3/23/23
Date Advertised: 3/23/23
Proj. No.: 23-153
Public Hearing Date: 4/10/23

Applicant: Samuel Winsett & Christina Williams Phone No.: 417 392 0786
Address: 2602 S Kingsdale St 64804 Email: _____
Owner: Samuel Winsett & Christina Williams Phone No.: _____
Address: 2602 S Kingsdale St 64804 Email: _____
Location of Property: 216 N. Wall Ave 64801
Present Use of Property: Single-family
Proposed Use of Property: single-family
Current Zoning: R-3 Requested Zoning: R-3 HP

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	single-family	R-3
South	single-family	R-3
East	Apartments	R-3 PD
West	Single-Family	R-3

Character of the Neighborhood: Mostly single-family homes

☒ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: NA

Unique Characteristic of Property and/or Additional Comment:

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☒	☐	Completed and signed application.
☒	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☒	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☐ NA	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: [signature] **Date:** 3/23/23

Completed by City Staff after HPC

R-3 to R-3 HP

JOPLIN | HISTORIC PRESERVATION COMMISSION

HISTORIC PRESERVATION COMMISSION OF THE CITY OF JOPLIN

RESOLUTION NO. 2023-01

WHEREAS, the **Historic Preservation Commission** of the City of Joplin, at a public meeting held on March 21st, 2023, received the Historic Landmark Nomination Form for The Glover House located at 216 N. Wall Avenue in the City of Joplin, Jasper County, Missouri; and

WHEREAS, the form was presented by Samuel Wimsett and Christina Williams Wimsett, owners, and found to be in proper form; and

WHEREAS, at a public meeting held on March 21st, 2023, the Historic Preservation Commission found that all the evidence presented in the Nomination Form and developed in research of the existing records supported the requirements of Section 29 of Appendix 29-A (Zoning Code) of the Joplin City Code and that the subject The Glover House met one or more of the Criteria for Consideration of Nomination as directed in paragraph 29.10 of that Code;

NOW, THEREFORE, BE IT RESOLVED by the **Historic Preservation Commission** of the City of Joplin, as follows:

That the property on the following described real estate to-wit:

All of Lots Numbered 121 in Wilson & Hutton's First Addition, in the City of Joplin, Jasper County, Missouri;

be recommended by this **Commission** to be designated an "Local Landmark" under the definitions and requirements of Section 29 of Appendix 29-A (Zoning Code) of the Joplin City Code, and that this Resolution with the report and nomination form be sent to the Zoning and Planning Commission of the City of Joplin, and that the appropriate Ordinance designating the above said property Zoning District Overlay "HP" be adopted by the City Council of the City of Joplin.

PASSED BY THE **HISTORIC PRESERVATION COMMISSION** OF THE CITY OF JOPLIN, MISSOURI, this Twenty-first Day of March, 2023.

Jill Halbach
Chairperson

HISTORIC JOPLIN PRESERVATION COMMISSION

STAFF REPORT

APPLICANT:

Samuel Wimsett and Christina Williams Wimsett

OWNER:

Samuel Wimsett and Christina Williams Wimsett

ADDRESS AND LANDMARK NAME:

216 N. Wall Avenue, Joplin, Missouri 64801
The Glover House

PRESENT USE:

Single Family Residential (Zoned R-3)

HISTORIC USE:

Single Family Residence

PHYSICAL DESCRIPTION:

Date of Construction: Established 1895

Architectural Style: Victorian Folk Type

Construction: Date of construction is consistent with Victorian Era architectural style (1855-1910) and Folk architectural type likely best suited to classify the architecture as it is the most common type associated with the Victorian Style for modestly designed homes incorporating features of the archetypal subtypes of Victorian architecture. Noteworthy for this house, the construction is symmetrical, which in not typical for Victorian era except for Victorian Style Symmetrical Type architecture of the Second Empire Subtype. However, the modest home similarity to Second Empire ends there. The configuration of the roof would add argument to assigning the house to the Stick Type of Victorian Style, but asymmetrical front façade being such a prominent component of Stick Type, Staff feels confident the Folk Type Victorian is likely best suited to classify the house.

Site: Wilson & Hutton's 1st Addition to the City of Joplin, Lots 121.

HISTORICAL SIGNIFICANCE:

1. *Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;*

   This category is typically not applied to single family homes being nominated for local landmark status.

2. *Its location as a site of a significant local, county, state, or national event;*

   Not applicable to this nomination

3. *Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;*

   Joseph Benning Glover, Jr. (First Owner) & brother Charles W Glover. Joseph was the owner of the Glover book & Paper Company at 302 S Main Street. Charles Glover was the owner of the Glover Book & Paper Company, while Charles Glover was associated with the Joplin Globe and noted for his many roles in early industry in the City's formative years following incorporation.

   Finding: The building meets the requirements of criteria 3 for its association with Joseph Benning Glover, Jr & Charles W Glover.

4. *Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;*

   The property has many Victorian features still remaining, also many removed, however the Folk type is a general classification of the Victorian Style that used to classify a home that cannot be classifies to the archetypes that embody the architectural style. Therefore this category would not typically be used for this architectural type.

5. *Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;*

   Not applicable to this nomination.

6. *Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;*

   Not applicable to this nomination.

7. *Its embodiment of design elements that make it structurally or architecturally innovative;*

   Not applicable to this nomination

8. *Its unique location or singular physical characteristics that make it an established or familiar visual feature;*

Not applicable to this nomination.

9. *Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or*

    Not applicable to this nomination.

10. *Its suitability for preservation or restoration.*

    Finding: The site meets the requirements for criteria 10 as staff would rate the integrity of the resource as fair or better.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, ' 1, 3-17-86)

STAFF RECOMMENDATION:

Staff recommends The Glover house, located at 216 N. Wall Ave, be forwarded by HPC Resolution to the Planning & Zoning Commission, to be added to the HP zoning overlay, and be designated as a local landmark.

SUPPORTING DOCUMENTS:

Documents included in determination were attached to application.

HISTORIC JOPLIN PRESERVATION COMMISSION

602 S Main Street, Joplin, MO 64801 (417)624-0820

HPC Case No._____

Meeting Date_____

LOCAL HISTORIC LANDMARK NOMINATION FORM

LOCATION

Address: 216 N. Wall Avenue, Joplin, MO 64801

Property Name (historic or common): The Glover House

OWNER INFORMATION

Name: Samuel Wimsett and Christina Williams Wimsett Phone: 417-392-0786

Address: 2602 S. Kingsdale St. Joplin, MO 64804

FORM PREPARED BY (If other than owner)

Name:_____ Phone: _____

Address: _____

Relationship to Owner: _____

*A notarized letter of consent from the legal owner is required.

CLASSIFICATION

Present Use: _____

Single family residence zoned R3, will remain single family Historic Use (if known): Single family residence

Public or Private: private Occupied or Unoccupied: Unoccupied during restoration

ARCHITECTURAL and PHYSICAL DESCRIPTION (attach a separate sheet if needed)

Construction Date: 1895

Architect and/or Builder (if known): _____

Building Materials (foundation, walls, roof, etc.): Stone foundation, wood frame, decorative wood fascia at gables, mix of metal and wood siding, wood sash windows with stained glass at five prominent locations

Architectural Style: Folk Victorian

Site Description (property and surrounding area): Wilson & Hutton 1st Addition - Lot 121 Single lot on North Wall flanked by houses of the same period.

HISTORICAL SIGNIFICANCE

(*Must meet at least one of the following, but please provide a brief description of how the nominated landmark meets the significance for any requirement that applies below – attach a separate sheet if needed).

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country: This home would be the second to receive a local historic designation in the Wilson & Hutton area and represents a unique and modest house example compared to the historic home at 220 N Pearl. Should the North Heights neighborhood succeed in receiving a historic neighborhood designation, which could incorporate Wilson-Hutton, this home would be a contributing structure.

2. Its location as a site of a significant local, county, state, or national event: UNKNOWN

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country: The home was first owned by Joseph Benning Glover, Jr. 1895 He owned The Glover Book & Paper Company at 302 Main St. He was also a superintendent at City Gas Works. The next owner was his brother Charles W. Glover. Charles was called a "pioneer citizen" by the Joplin Globe. He held many jobs in mining and banking, and newspapers. The home passed to his daughter Inez White, then her daughter Charlotte McGuinness.

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials: The home is a good example of Folk Victorian style. It is a 2-story gablefront plan with embellished trim and brackets, but is less elaborate than other Victorian styles. It features two porches at each side of the main gable. Numerous colorful stained glass windows give the home a distinctive charm.

5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of a community, county, state, or country: UNKNOWN

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant: N/A

7. Its embodiment of design elements that make it structurally or architecturally innovative: N/A

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature: N/A

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance: N/A

10. Its suitability for preservation or restoration: The house retains many unaltered original features including the hardwood floors which will be refinished. Original stained glass windows, doors and hardware, interior pocket doors, and stained wood trim and moldings throughout will remain preserved.

(*Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. Ord. No. 86-31, ' 1, 3-17-86*)

SUPPORTING DOCUMENTS

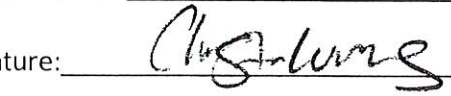
A. Bibliography – Please provide a list of all sources used to complete this nomination form.
B. Photographs – Please provide current photographs of the property, as well as historic photographs (if available).
C. Any other sources (such as maps, newspaper clippings, etc.) that help support the nomination as a local historic landmark.

Please submit completed nomination forms to:

Planning & Community Development
Joplin City Hall
602 S. Main Street
Joplin, MO 64801

Please sign below once the nomination form is complete and ready for submittal:

Printed Name: Christina Williams Wimsett

Signature:  Date: 03/13/2023

*If the property owner would additionally desire a historic marker to be placed on the property, please complete and submit the following application with this Local Landmark Nomination Form.

HISTORIC JOPLIN PRESERVATION COMMISSION

602 S Main Street, Joplin, MO 64801 (417)624-0820

Local Landmark Marker Application Form

Name: Samuel Wimsett & Christina Williams Wimsett

Date: 01/18/2023

Address: 2602 S. Kingsdale St., Joplin, MO64804

Phone: 417-392-0786

Address of Historic Property: 216 N. Wall Ave., Joplin, MO 64801

Property Owner (if different from above): _____

Historic Title/ Name of Property: The Glover House

Date of Original Construction: 1895

Historic District (if applicable): North Heights

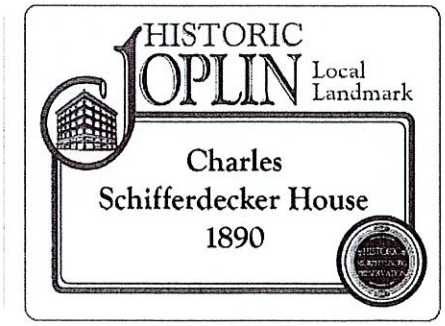
All historical data is subject to verification. Applicants will be notified by letter if there is a discrepancy in the verification process.

A metal pole will be provided with the installation of the marker, or the property owner may place their own post.

- ☒ I wish to use the pole provided by the city
- ☐ I am requesting to install my own post. Attached is a picture and description

Please return both pages of this application to the Historic Joplin Preservation Commission. Allow 6-8 weeks for processing and printing

Thank you,
Historic Joplin Preservation Commission



Local Landmark Sign with
Murphysburg Designation

Above: Local Landmark sign with a Murphysburg designation. Please note properties not in designated districts *will not* specify a designation in the lower right-hand corner.

HISTORIC JOPLIN PRESERVATION COMMISSION

602 S Main Street, Joplin, MO 64801 (417)624-0820

Local Landmark Marker Display Guidelines

In order to maintain a consistent use and display of the Local Landmark Markers, the Joplin Historic Preservation Commission (JHPC) has set forth the following Display Guidelines:

Pole/Standard:

A metal pole will be provided with the installation of the marker. An alternative post/standard may be utilized by the property owner at their own expense. HJPC will approve such poles based on the following criteria:

1. The style of the post/standard must complement the individual architectural style of the building, home, site or structure. For example: a Victorian post/standard for a Victorian structure, a Craftsman post/standard for a Craftsman Bungalow.
2. The height of the marker and post should be no higher than six (6) feet.

Marker Installation:

- Markers shall be installed on the outside edge of the property line at a distance no less than two (2) feet and no more than eight (8) feet from the sidewalk.
- At intersections, the Marker must be placed on the corner of the property facing the intersection. All other Markers must be placed facing the street.
- The height of the Marker and post should be no higher than six (6) feet.

Maintenance:

- Markers shall be maintained to be free of obstructions and clearly visible.
- Maintenance, replacement, repair due to weather, vandalism etc., of the marker is the responsibility of the property owner.

Continued Use:

- Markers are the property of the Historic Joplin Preservation Commission.
- Markers may not be removed without the approval of the HJPC.
- Any change in the display location of the marker and post shall be submitted in writing to the HJPC for approval.

I have read and agree to the above guidelines.

Name: Christina Williams Wimsett

Date: 03/13/2023

NOTES REGARDING 216 North Wall Avenue

Joseph B. Glover, Jr. listed in the 1895 Woods Directory at 216 N Wall
216 N Wall shown on the 1900 Sanborn map
216 N Wall NOT shown on the 1880 Sanborn map

1880 US Census Jasper County, Joplin Enumeration District 68
Joseph Glover, Sr.; occupation Mining Superintendent and
family including Joseph Jr. occupation Bookkeeper
Family living on Hill Street in Joplin

1900 US Census Joplin Ward 4 District 0039
Joseph Benning Glover, Sr.
Family living at 716 S Joplin Street; occupation was Landlord
Born December 26, **1825** in Montgomery County, Kentucky | **Died** May 1, **1903**
Occupations: Clerk in 1860; Grocer in 1870; Bookkeeper in 1880
Children: Peter Guerrant Glover, **Charles W. Glover**, Minnie F *Glover* Fallon; **Joseph Benning Glover, Jr.**; Charlotte Fern Glover, Mary Belle *Glover* Campbell

Find A Grave, Death Certificate
Joseph Sr's First Wife: Mary M. Nelson
Joseph Sr's *Second* Wife: **Charlotte Ann *Taylor* Glover**
Born in Virginia February 10, 1834
Died May 18, 1924 at 201 S. Moffet Avenue, Joplin (owned 201 at first evidenced in 1909)
Joseph and Charlotte Buried at: Fairview Cemetery, Joplin

Missouri, Jackson County Marriage Records
Joseph and Charlotte married October 12, 1852 in Jackson County, Missouri

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1900 US Census Joplin Ward 03, District 0038 and Find A Grave
Joseph Benning Glover, Jr.
Living at 216 N. Wall without a mortgage
Born January 18, **1861** in Independence, Missouri
Died July 10, **1945** in Kansas City, Missouri
Buried Mount Moriah Cemetery in Kansas City, Jackson County, Missouri
Father: **Joseph Glover, Sr.** | Mother: Charlotte Ann Taylor Glover
occupation: Supt Mines in 1900

Obit Joplin Globe: owned Glover's Book Store at 302 Main Street in Joplin and
Glover's Book Store in Kansas City, Mo.

1902 and 1903 City Directory shows Joseph Jr. at 216 N Wall

Obit in Joplin Globe: Served as Joplin City Collector and Treasurer in 1895

1920 US Census shows occupation as a Salesman at a Book & Stationery Store

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Wife of Joseph B Glover, Jr = **Mattie A. *Campbell Glover***
Born January 5, **1870** in Kentucky
Died October 7, **1942** in Kansas City, Jackson County, Missouri
Buried Mount Moriah Cemetery in Kansas City
1920 US Census: Whole family living at 3219 Euclid Avenue, KCMO

Missouri Marriage Licenses
Marriage license to Joseph recorded on January 26, 1894 in Carthage, Mo.

Sons: Lewis C. Glover born May 1883 in Missouri; Campbell D. Glover
Daughter: Julie or Lulie M. Glover born January 1895 or 1897 in Missouri
Daughter: Edith born 1899 (possibly Mrs. Fred Bragg)

1910 US Census Joplin Ward 3, North Division
"Colonel" Charles W. Glover
Living at 216 N. Wall in 1910
Born August 4, **1854** in Independence, Missouri
Died August 23, **1942** in Joplin, Missouri
Buried Mount Hope Cemetery, Webb City
Father: **Joseph Bending Glover, Sr.** | Mother: Charlotte Ann *Taylor* | Brother of Joseph Jr.

Joplin Globe article, August 5, 1934: Occupation: bookkeeper and cashier of the Joplin Mining and Smelting Co. and head of the collections department of *The Globe and News Herald*, Superintendent of the Joplin Water Company

1900 US Census: Family living at 720 S Wall; occupation "Miner Zinc Head"

Joplin Globe Feb 8, 1935: **Charles Samuel Glover** was Charles W. Glover's uncle. **Charles S. was** one of two remaining Confederate veterans living in Joplin in 1935. Charles S. born July 1, 1837 in Bath County, Kentucky; moved to Jackson County, Missouri in 1858; died February 7, 1935 in Joplin. He lived at 2020 Jackson Avenue, Joplin.

Find A Grave
Gussie K. *Keller* Glover
Born June 30, **1859** in New York, New York County (Manhattan), New York
Died March 4, **1937** in Joplin
Married Charles September 21, 1883
Buried at Mount Hope Cemetery, Webb City
Her father was Marx E. Keller; Mother was Mary Amelia Keller; parents born in Germany
Daughter **Inez *Glover* White** and son Harold E. Glover and son Ross R. Glover

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Obituary in Joplin Globe: Lived at 216 N Wall
Inez *Glover* White
Born October 1, **1896** | **Died** August 19, **1974**

Occupation: teacher in Joplin public school system & later secretary to school superintendent
Married to Lawrence White on November 24, 1920 in Chicago. He was born October 2, 1895; died August 15, 1965 or 66? | Both Buried at Mount Hope Cemetery
Daughter: **Charlotte Ann *White* McGinness**

Obituary in Joplin Globe
Charlotte Ann *White* McGinness
Born May 17, 1929 in Joplin
Died January 17, **2006** in Joplin
Married **Charles Cornick McGinness** on December 26, 1959 in Miami, Oklahoma
Charles born 1922 at Alva, Oklahoma and died **May 8, 2016** in Joplin.
Both Buried at Mount Hope Cemetery

Houses passed to Charles' sister named Constance P. Davis. House sold to Christina Williams by Anne Davis.

Obituary from Find A Grave

Charles Cornick McGinness, age 93, of Joplin, Missouri passed away Sunday, May 8, 2016 following a recent decline in health.

He was born in Alva, Oklahoma to Charles and Frances (Cornick) McGinness.

Charles was an educator for Crowder College for 17 years retiring in 1987. He attended MSSU and received his Masters degree from Pittsburg State University. Charles served his country during World War II with the United States Army Signal Corps from 1942-1943 and was also an Army Reservist for one year. He was a member of the First Presbyterian Church where he was in the orchestra and played the clarinet. He was a member of Fellowship Lodge #345 AF & AM, Scottish Rite Shrine Club Mirzah, Pittsburg, Kansas for 50 years as well as a member of the Order of the Eastern Star. He was an Eagle Scout. He enjoyed stamp collecting, chess, music, model rail roads and, electronic projects.

He married Charlotte White on December 26, 1959 in Miami, Oklahoma and she preceded him in death in January 2006.

Charles is survived by one sister, Constance P. Davis, Omaha, Nebraska; two nieces, Dr. M. Elizabeth Davis, Omaha, Nebraska, Dr. Catherine Davis, Windsor, Colorado; one nephew, Allen McGinness, Dallas, Texas; and special friends, Kelly Peterson and Melissa Purcell, both of Joplin, Missouri.

Funeral services will be 2:00 p.m. Thursday, May 12, 2016 at the Thornhill-Dillon Mortuary with Dr. Dave Burgess officiating. Burial will follow at Mt. Hope Cemetery. Masonic services will be at 6:00 p.m. Wednesday at the mortuary with visitation following until 7:00 p.m.

Parental links Suggested By: Allen McGinness, 16 May 2019

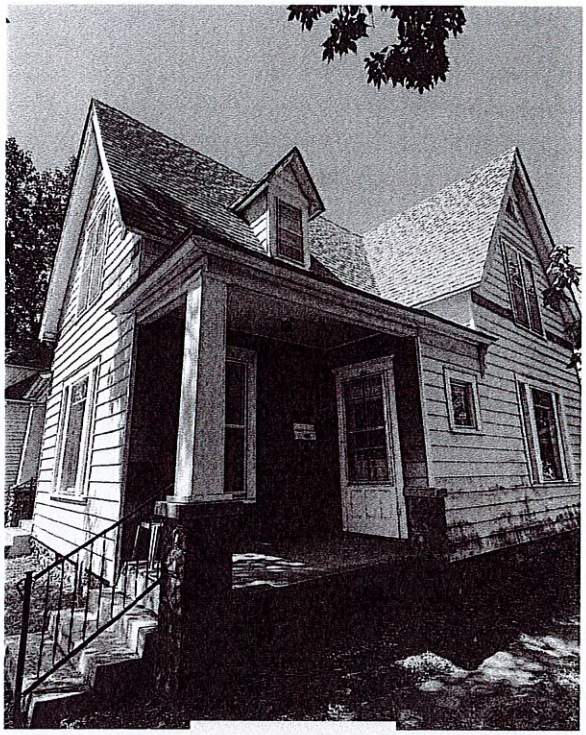
Obituary Joplin Globe: Charles married Lola Lorean Gibbs McGinness on October 26, 2006, just nine months after first wife's death! (born December 25, 1917, died April 6, 2008) Lola and her first husband owned "The Colonel's Pancake House" in Joplin. His name was "Colonel" Floyd Lee Weaver.

History of Jasper County, Missouri, and Its People Volumes 1 & 2: There was a **James B. Glover** (alternative spelling J.B. and Jas. B. and Jas.) written about in Joplin history, but Mary Anne cannot attribute James as any relation to Joseph Sr. or Jr.

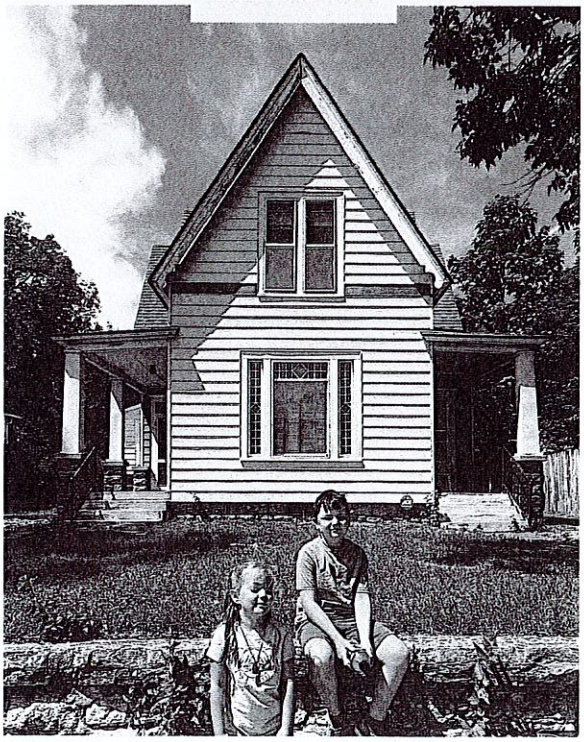
PHOTOS

PHOTOS OF CURRENT CONDITION

EXTERIOR - BEFORE AND AFTER PAINT, REPAIRS

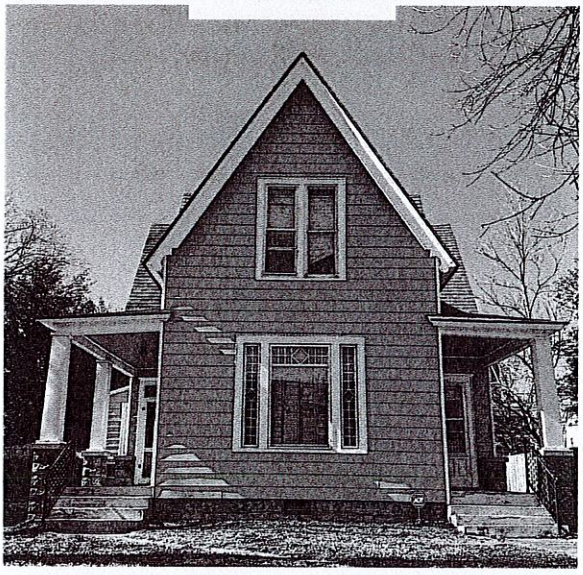


BEFORE





AFTER





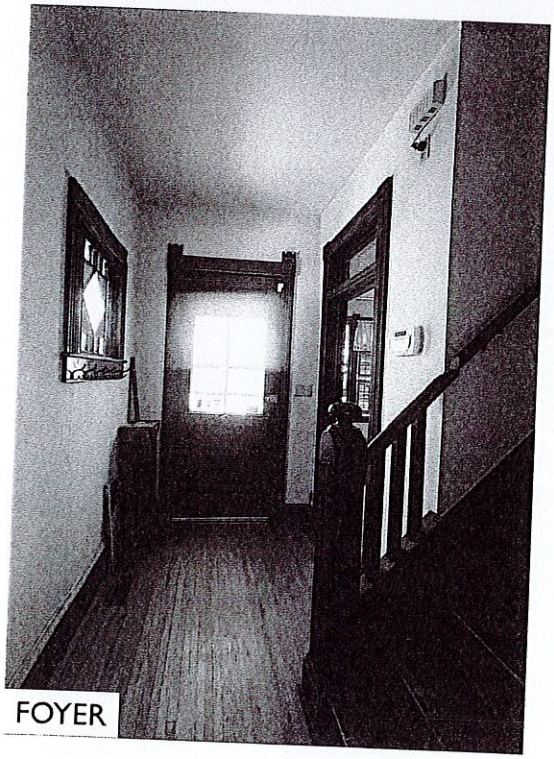
PHOTOS OF CURRENT CONDITION

INTERIOR - 1ST FLOOR



ROOM 1

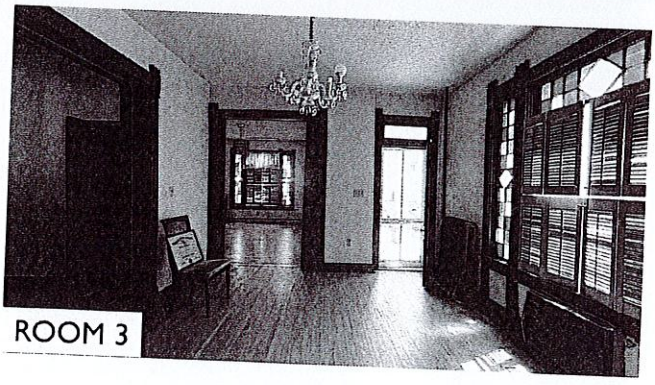
RENOVATION PLANS:
Refinish hardwood floors, remove popcorn ceiling, repaint walls, new lighting



FOYER



ROOM 2

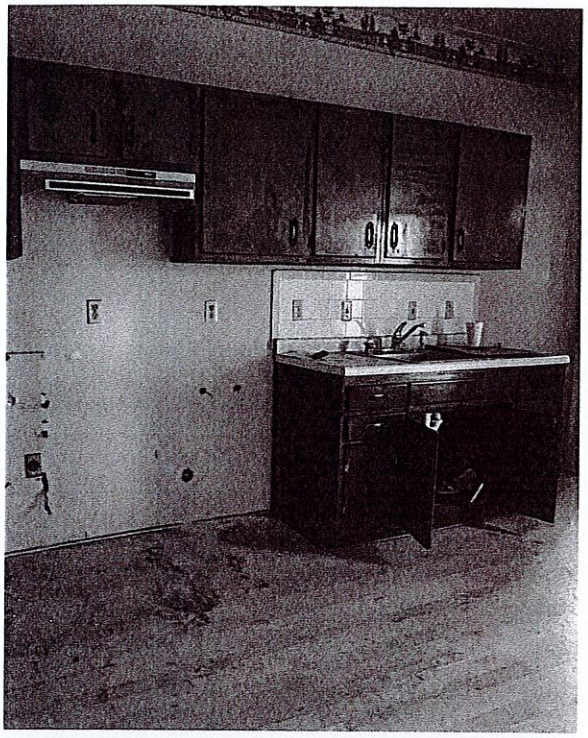


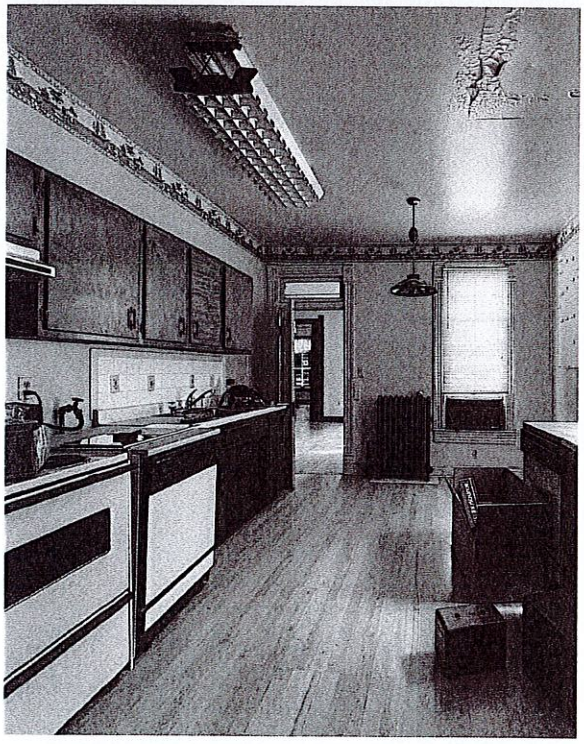
ROOM 3

SUPPORTING DOCUMENTS: 216 N WALL

PHOTOS OF CURRENT CONDITION

INTERIOR - 1ST FLOOR KITCHEN

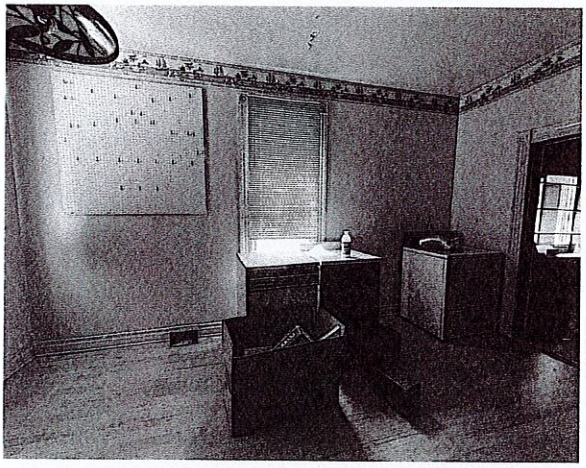


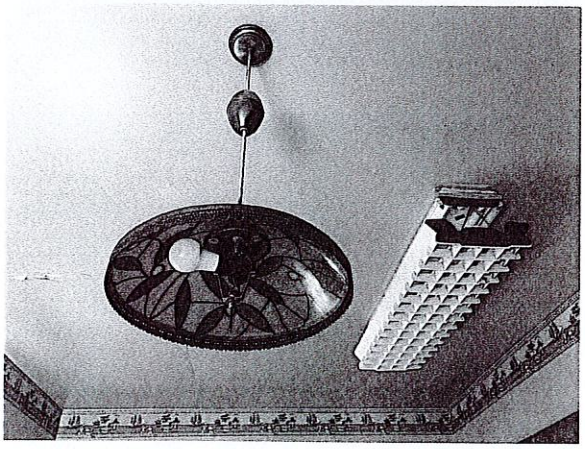


RENOVATION IN PROGRESS

The kitchen will receive all new cabinets, hardware, and appliances. Flooring, plumbing fixtures, and non-historic lighting will be replaced. The wallpaper border will be removed and walls patched and repainted.

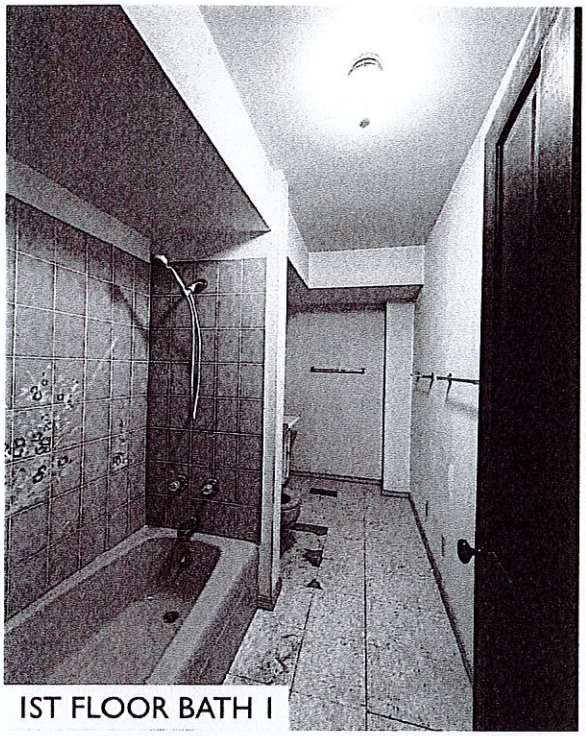
Electrical upgrades will include retrofit LED canless lights, undercabinet lighting, and restoration of existing atomic pendant with stained glass.



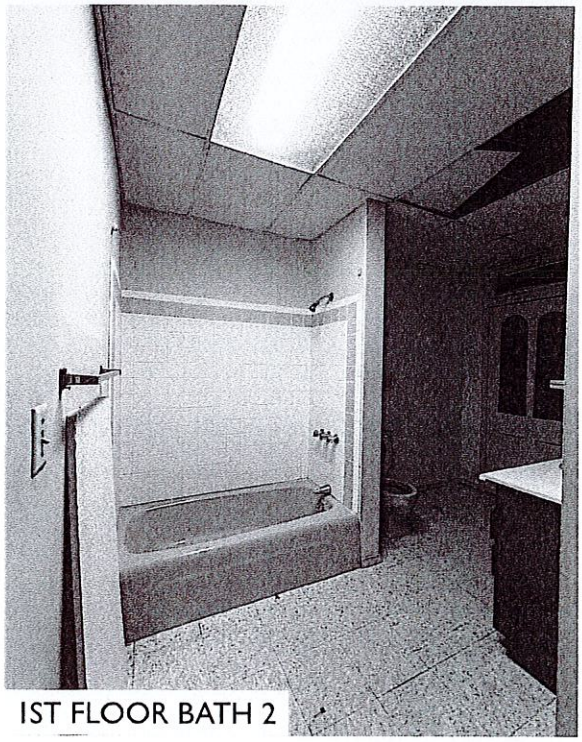


PHOTOS OF CURRENT CONDITION

INTERIOR - 1ST FLOOR BATHROOMS



1ST FLOOR BATH 1



1ST FLOOR BATH 2

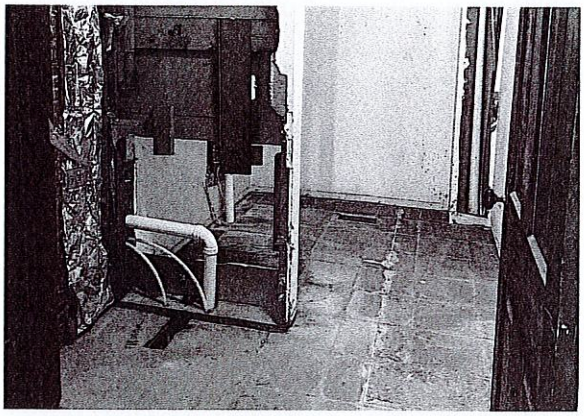
RENOVATION IN PROGRESS

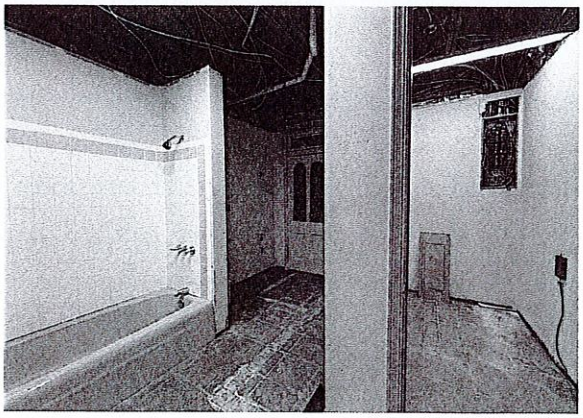
All plumbing has been replaced with pex piping and roughed in for new fixture locations.

"Blue bath" will be converted to a laundry room and 1/2 bath with all new fixtures, flooring, and lighting.

"Pink bath" will keep the vintage tub and wall tile and receive a new vanity, toilet, fixtures, flooring, ceiling, and lighting.

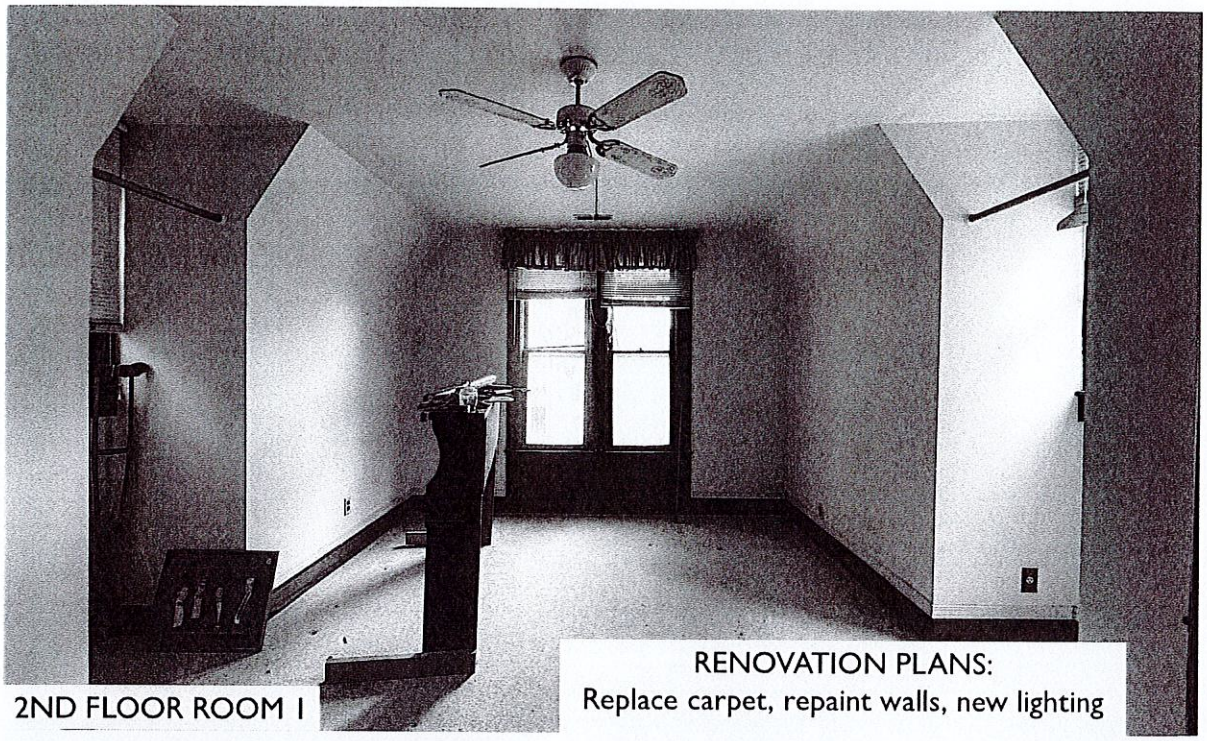
Electrical upgrades are also to be completed in March 2023.





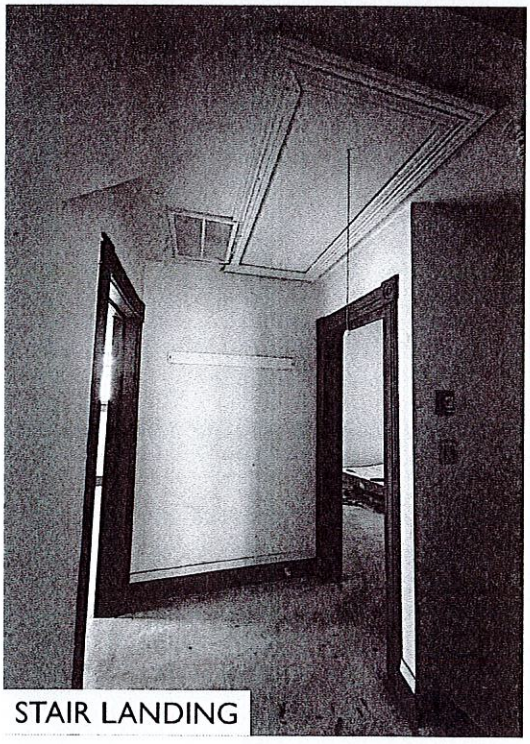
PHOTOS OF CURRENT CONDITION

INTERIOR - 2ND FLOOR BEDROOMS

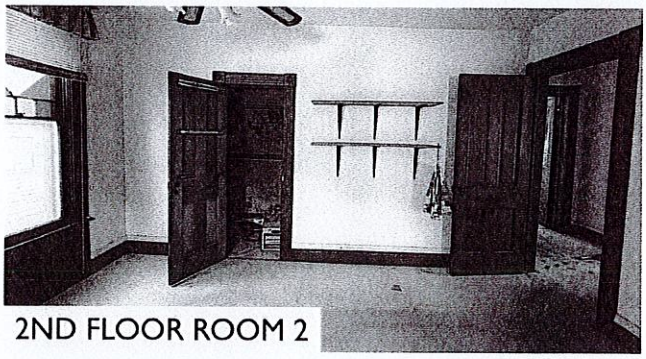


2ND FLOOR ROOM 1

RENOVATION PLANS:
Replace carpet, repaint walls, new lighting



STAIR LANDING



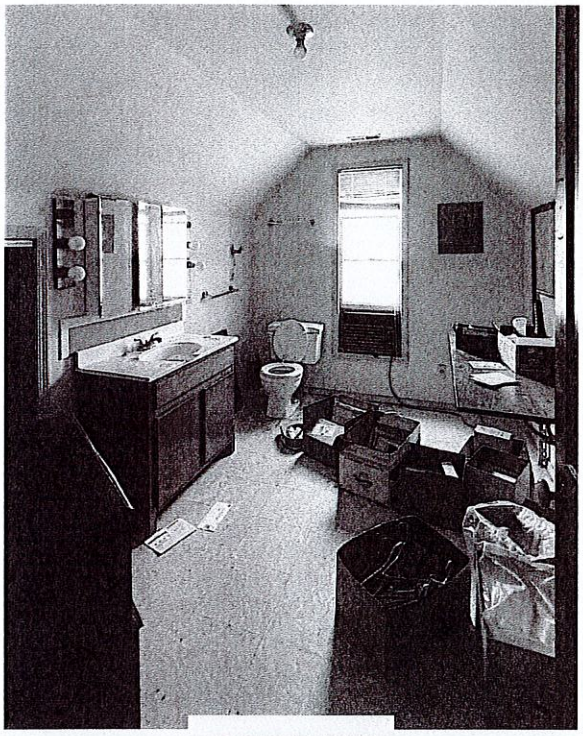
2ND FLOOR ROOM 2



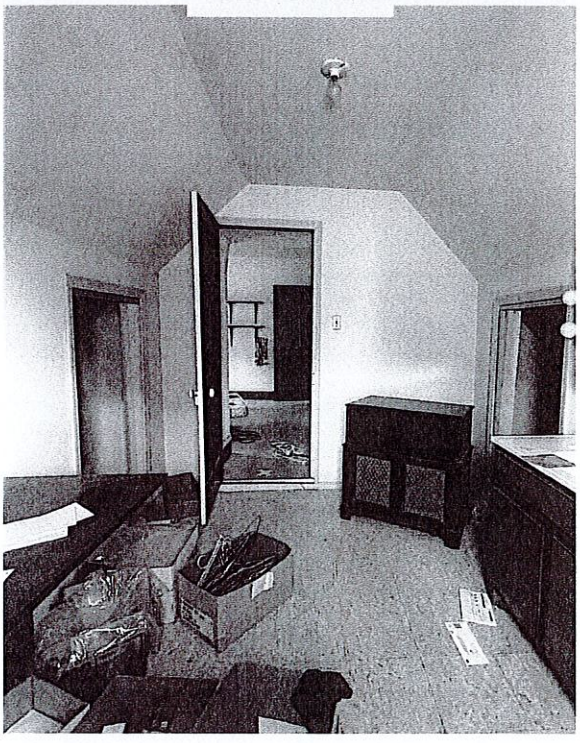
2ND FLOOR ROOM 3

PHOTOS OF CURRENT CONDITION

INTERIOR - 2ND FLOOR BATHROOM



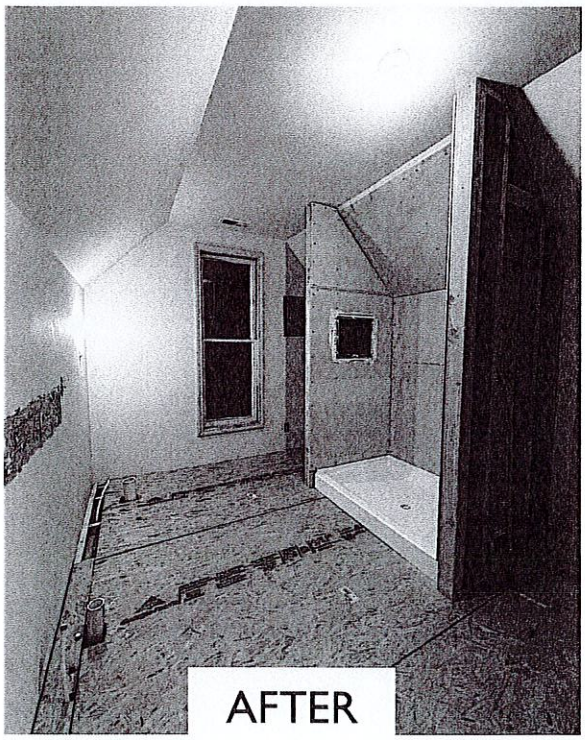
BEFORE



RENOVATION IN PROGRESS

All plumbing has been replaced with pex piping and roughed in for new fixtures throughout. The floor has been raised 3" to be level with the adjacent bedroom.

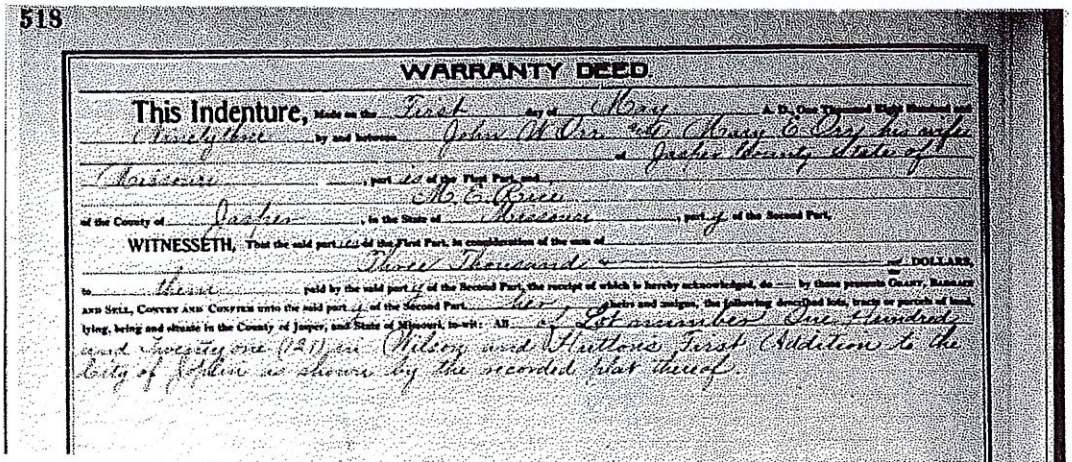
A shower has been added and a new vanity, toilet, flooring, and lighting will be installed.



AFTER


DEEDS

1893



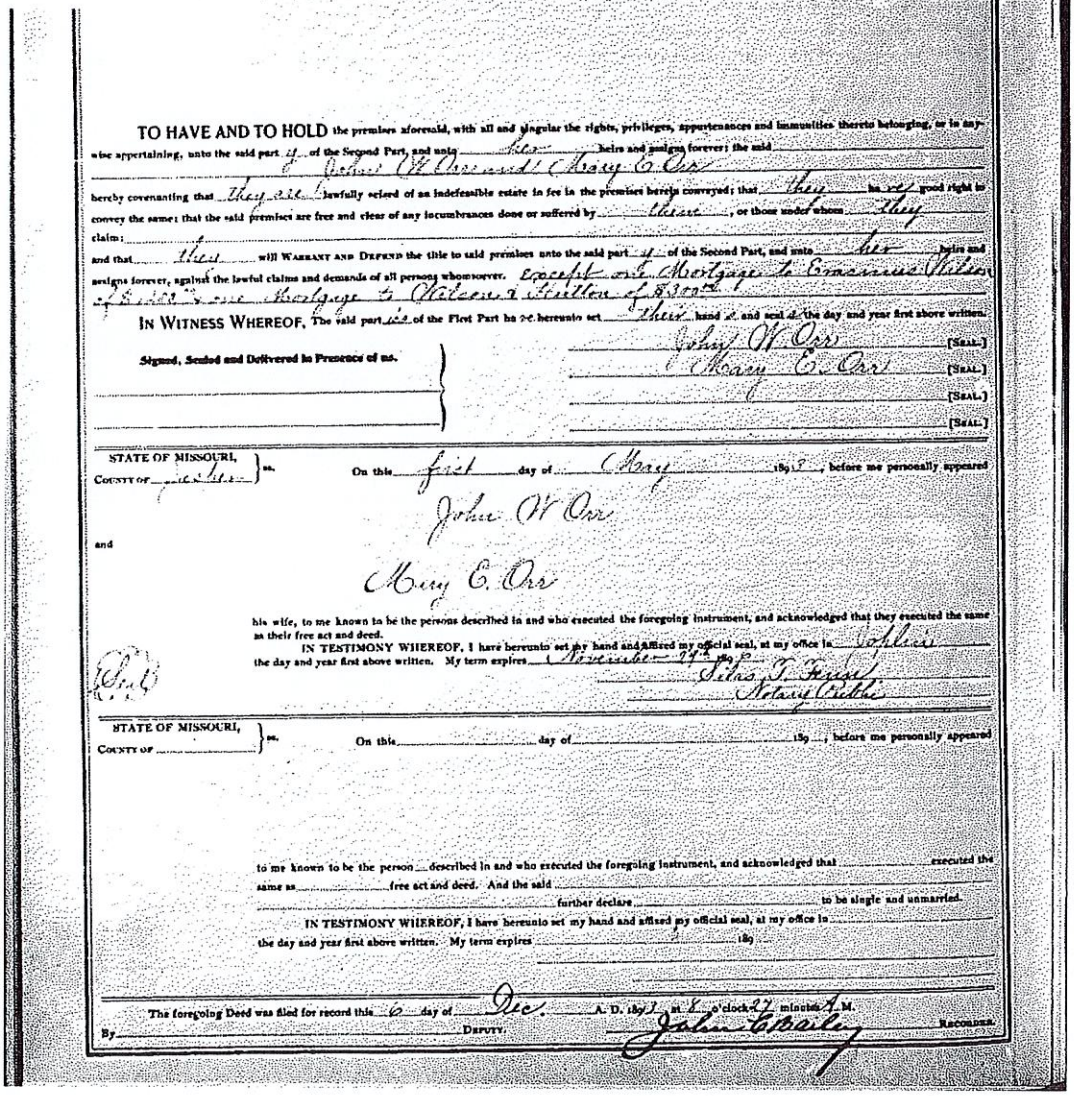
518

WARRANTY DEED

This Indenture, Made on the First day of May A. D. One Thousand Eight Hundred and Ninety three by and between John W. Orr and Mary E. Orr his wife of Jasper County State of Missouri, parties of the First Part, and M. E. Price of the County of Jasper, in the State of Missouri, party of the Second Part,

WITNESSETH, That the said parties of the First Part, in consideration of the sum of Three Thousand ($3000) DOLLARS, to them paid by the said party of the Second Part, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party of the Second Part, her heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Jasper, and State of Missouri, to-wit: All of Lot number One Hundred and Twenty one (121) in Wilson and Hartlow's First Addition to the City of Joplin as shown by the recorded plat thereof.

Source:
Jasper County Register of Deeds Office



TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said party of the Second Part, and unto her heirs and assigns forever; the said parties of the First Part hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them, or those under whom they claim; and that they will WARRANT AND DEFEND the title to said premises unto the said party of the Second Part, and unto her heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. Except one Mortgage to Emerine Wilson of $300.00 and one Mortgage to Wilson & Hartlow of $300.00

IN WITNESS WHEREOF, The said parties of the First Part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of us.

John W Orr [SEAL]
Mary E. Orr [SEAL]
[SEAL]
[SEAL]

STATE OF MISSOURI, COUNTY OF Jasper } ss. On this first day of May 1893, before me personally appeared John W Orr and Mary E. Orr his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Carthage the day and year first above written. My term expires November 14th 1896

Silas T. Fergus
Notary Public

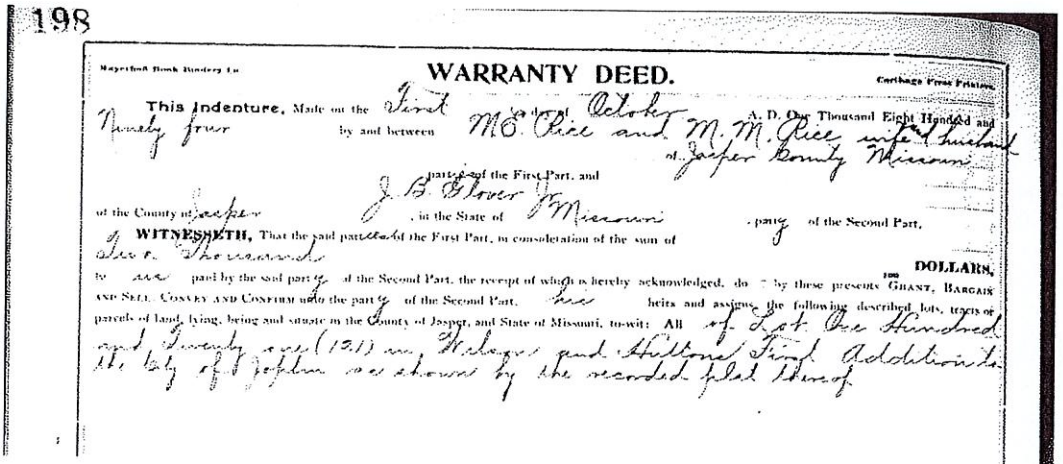
STATE OF MISSOURI, COUNTY OF _____ } ss. On this _____ day of _____ 18__, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed. And the said further declare to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____ the day and year first above written. My term expires _____ 18__

The foregoing Deed was filed for record this 6 day of Dec. A. D. 1893 at 1 o'clock 27 minutes P. M. Recorded.

By _____ Deputy. John Cobaily

1894

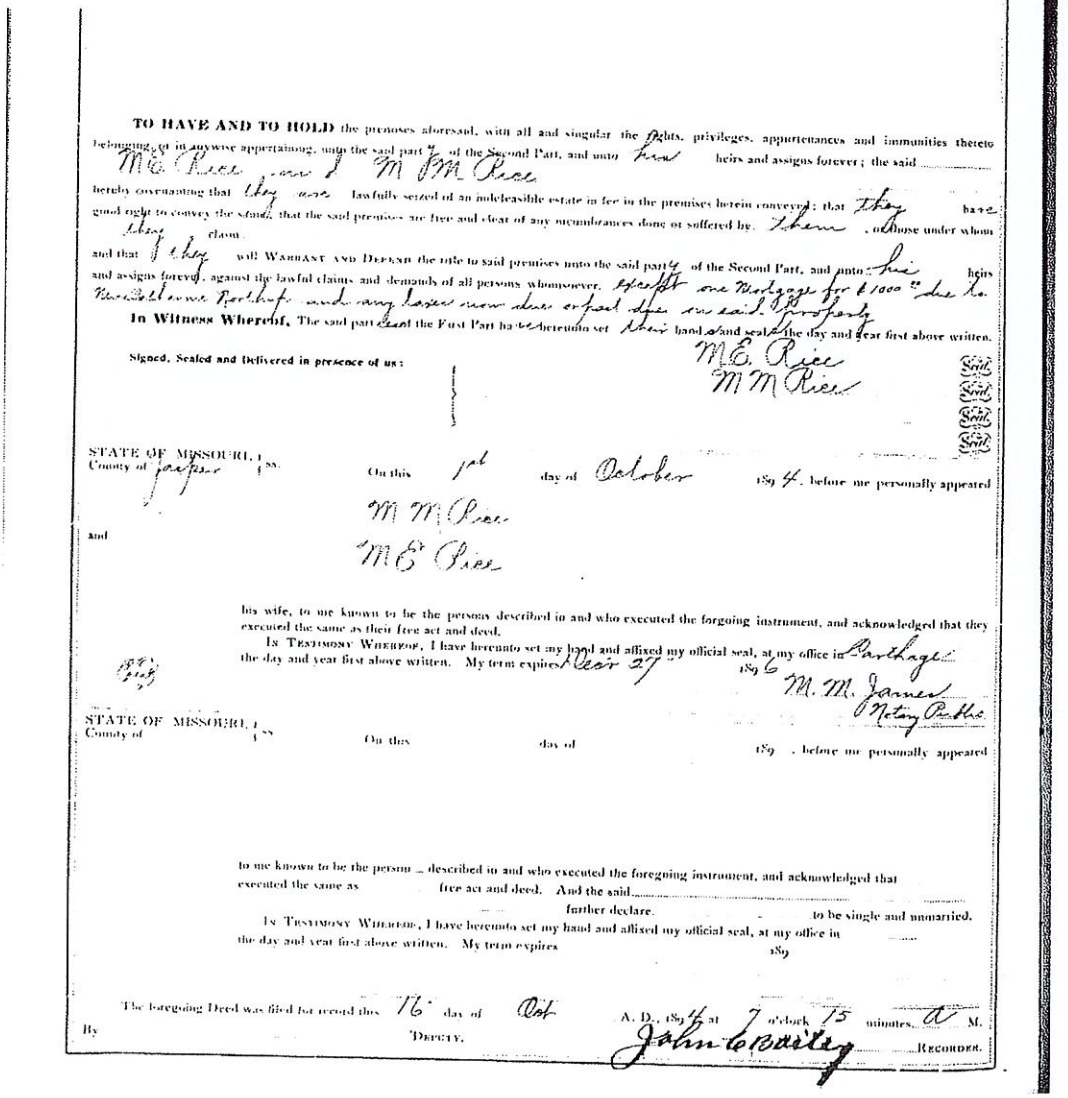


198

WARRANTY DEED.

This Indenture, Made on the First day of October A. D. One Thousand Eight Hundred and Ninety four by and between M.E. Rice and M. M. Rice wife & husband of Jasper County Missouri parties of the First Part, and J. B. Glover of the County of Jasper, in the State of Missouri party of the Second Part,

WITNESSETH, That the said parties of the First Part, in consideration of the sum of One Thousand DOLLARS, to them paid by the said party of the Second Part, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the party of the Second Part, his heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Jasper, and State of Missouri, to-wit: All of Lot One Hundred and Twenty one (121) on Webster and Stillwell's First Addition to the City of Joplin as shown by the recorded plat thereof



TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the Second Part, and unto his heirs and assigns forever; the said M.E. Rice and M. M. Rice hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them, or those under whom they claim, and that they will WARRANT AND DEFEND the title to said premises unto the said party of the Second Part, and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. Except one Mortgage for $1000.00 due to Northern Assurance Co. and any taxes now due or past due on said property.

In Witness Whereof, The said parties of the First Part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of us:

M.E. Rice (Seal)
M M Rice (Seal)

STATE OF MISSOURI, County of Jasper } ss.

On this 1st day of October 1894, before me personally appeared M M Rice and M E Rice his wife, to me known to be the persons described in and who executed the forgoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in Carthage the day and year first above written. My term expires Dec 27 1896

M. M. James
Notary Public

STATE OF MISSOURI, County of } ss.

On this day of 189 , before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed. And the said further declare to be single and unmarried.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written. My term expires 189

The foregoing Deed was filed for record this 16 day of Oct A. D., 1894 at 7 o'clock 15 minutes A M.

By Deputy. John C. Bailey Recorder.

MAPS

- MAPS -

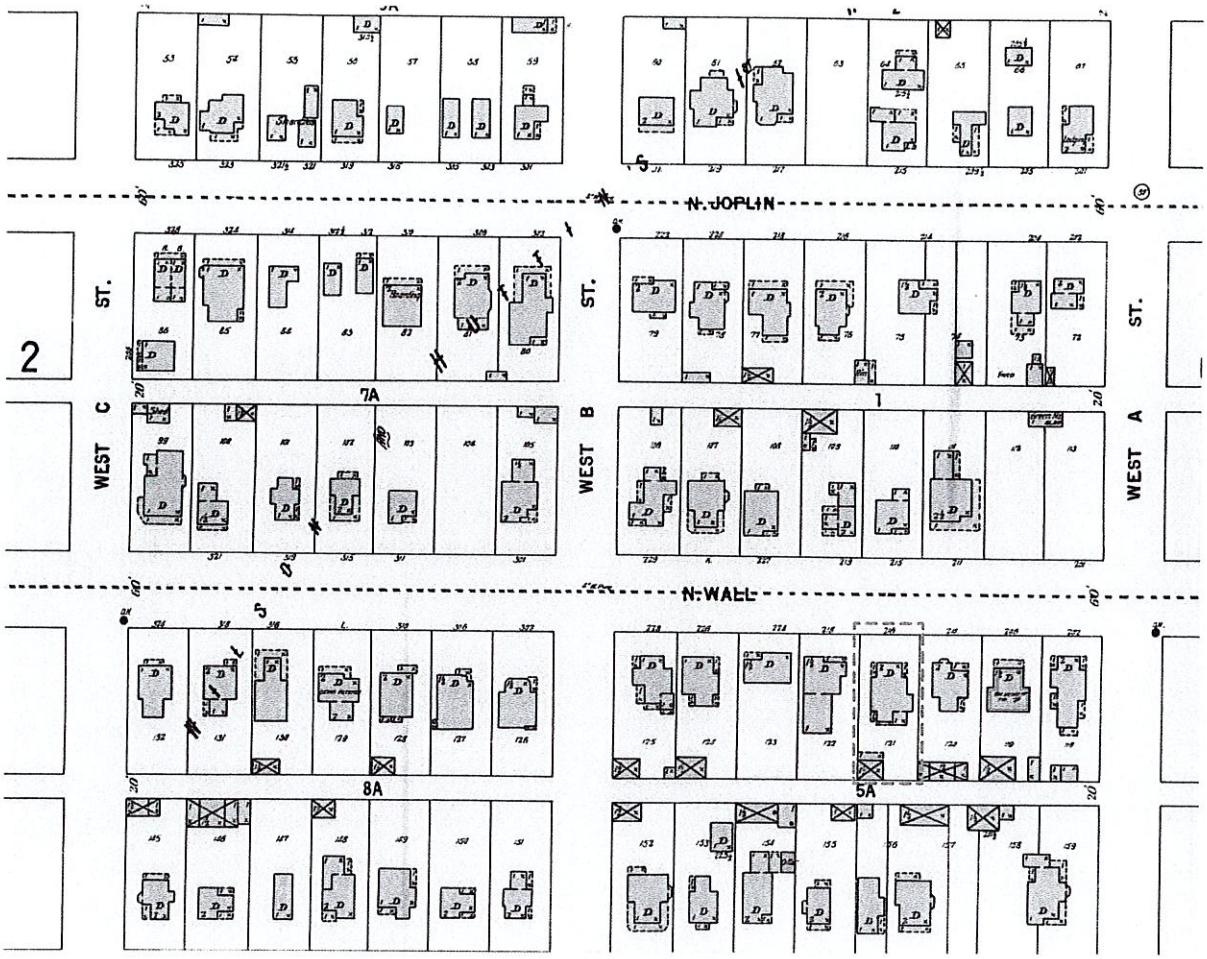
SANBORN MAP - 1900



Source: University of Missouri Digital Library

- MAPS -

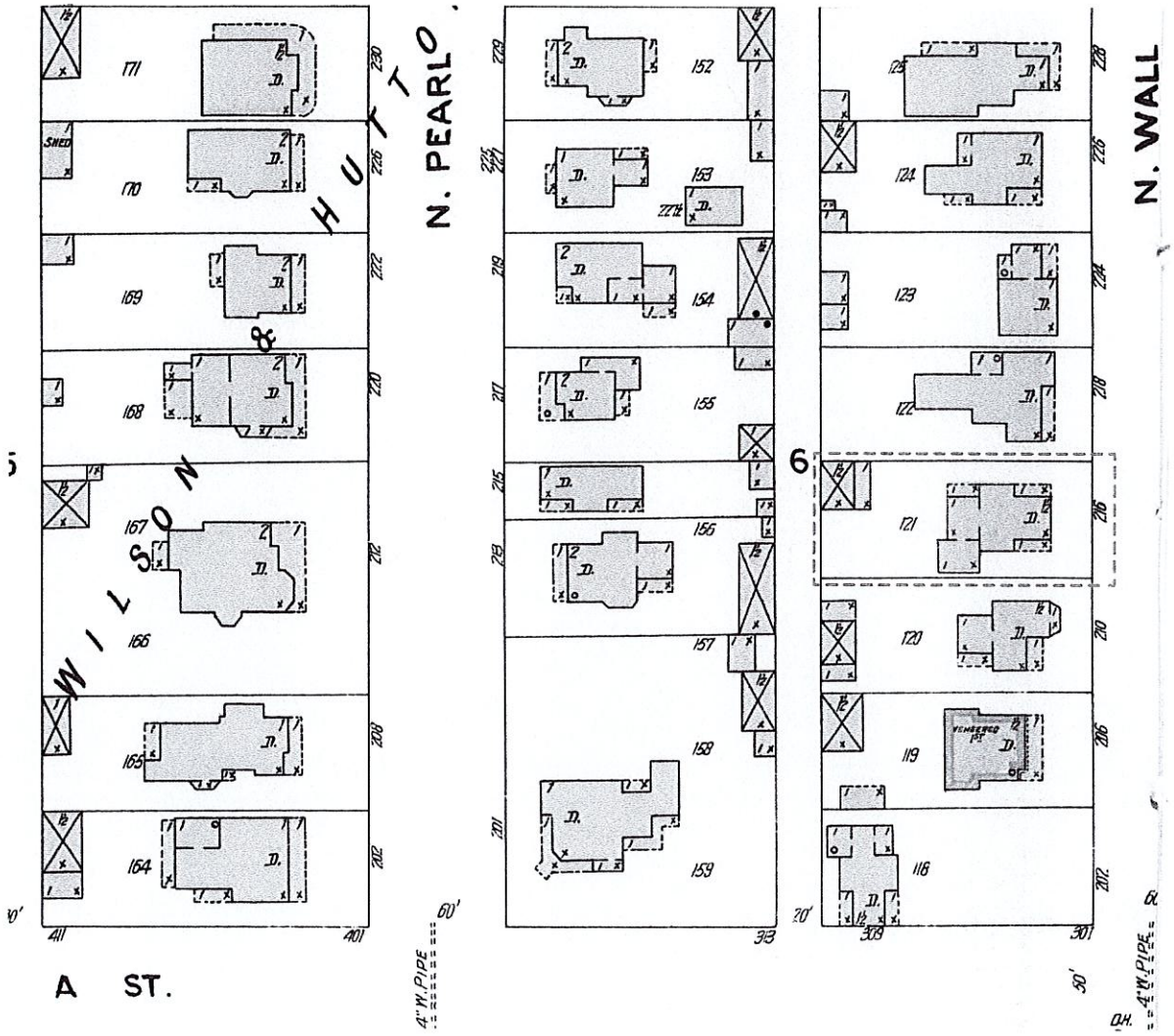
SANBORN MAP - 1900



Source: University of Missouri Digital Library

- MAPS -

SANBORN MAP - 1906



Source: University of Missouri Digital Library


NEWS

- NEWS -

JOPLIN GLOBE - AUG. 5, 1934

"Col." Glover, Pioneer, on Job at 80

"Work as Usual," His Birthday Code



Here we find "Col." Charles W. Glover as a brave fire laddie, and also in a distinguished pose as head of The Globe and News Herald's collection department. The photo of the gallant fireman was taken in 1870; the other only a short time ago.

For three score years identified with many phases of Joplin's growth—mining, banking, public utilities, merchandising and newspapers—a pioneer citizen of the community yesterday observed his eightieth birthday by quietly going about his duties as head of the collections department of The Globe and News Herald. He is Charles W. Glover, affectionately known as "Colonel" Glover to his associates.

Despite his advanced age, Mr. Glover has never relinquished any of his work to younger assistants. Daily he leaves his home at 216 North Wall street, where he resides with his wife and a daughter, Mrs. Inez White, to make his collections, attend to his desk and to keep intact a record of service on the newspapers that extends back to 1913.

Equally as interesting as the story of the development of Joplin from a mining camp to a city, as told by an eye witness who had a part in that growth, is the fund of anecdotes with which Mr. Glover regales his friends on occasion. They savor of the rough and ready existence of a frontier town, when Judge Lynch some times held court and only a "hog trail' led between East Joplin and the little settlement which now is Joplin's business district.

Born August 4, 1854, in Independence, Mo., Mr. Glover arrived in Joplin April 21, 1873, and took over the position of bookkeeper and cashier of the Joplin Mining and Smelting Company. The company had a small office perched on the hill just north of the eastern terminus of the present Broadway viaduct and mines where now stands Landreth park.

In 1877 the young business man succeeded H. G. Goodman as cashier of the Joplin Savings bank, remaining in that position until it liquidated in 1879. The bank, located next to the northeast corner of Broadway and Galena avenue, was closed as the business district moved to the new city across the valley, but it paid off every depositor in full.

Mining ventures and a sawmill in Salina, Colo., occupied Mr. Glover for the next three years, but he returned to Joplin in 1883 to become bookkeeper and foreman of the Joplin Zinc Company. The firm sold out to the Picher interests in 1886, and Mr. Glover became superintendent of the Joplin Water Company.

There he remained until 1891, when it was sold to eastern interests. He is no character in the early history of Joplin to match Taylor for sheer cousge, or for practical joking. One of his stories aptly illustrates the latter trait.

C. W. Towsley, a grocer; Logan Swope, Taylor and Mr. Glover went into nearby Kansas for a prairie chicken hunt, a common recreation. On the road, Taylor got to telling about the time he was cured of a rattlesnake bite by drinking quantities of buttermilk when no whisky was available.

That night the four slept in a barn and Taylor found to his satisfaction that there was plenty of buttermilk in the farmhouse nearby. He had a churn full of it set on the back porch.

In the middle of the night the jokester slyly dug a spur into Towsley's leg. As the latter, no doubt dreaming of reptiles, awoke with a scream, Taylor shouted: "Look at that big snake!"

The injured man waited for no more. He dashed out of the barn calling for whisky, but there was no liquor. Suddenly he espied the buttermilk. As his companions exerted tremendous self control to hold their chuckles, he drank it

CONTINUED FROM PREVIOUS PAGE

and only a "hog trail' led between East Joplin and the little settlement

RING SPECIALS

ND TUESDAY ONLY

LADIES' HEEL TAPS—
REGULAR 25c VALUE

15c

Panco or Leather

SHOE REPAIR

ORT WILL BE APPRECIATED

. Parker

Democratic Candidate

RECORDER of DEEDS

Primary August 7

County. Employed four years by 4½ years by Merchants and Miners ars at First State Bank of Joplin. Advertisement)



ELECTION NOVEMBER 6TH

T WALKER

CANDIDATE FOR

it Clerk

Advertisement)

Company.

There he remained until 1891, when it was sold to eastern interests, and then he took up mining in a series of private enterprises which were moderately successful. It was during that period that Mr. Glover happened to be strolling along Main street one afternoon when a crowd in the exclusive Fulton market, a grocery at 525 Main street, attracted him.

The place was going at auction and the bidding was well up in the $800 bracket when he entered. Mr. Glover didn't know much about the grocery business, but it looked like a good buy and he bid it in for $1,000. A week later he turned down $1,500 for the property.

He laughed as he recalled the experience.

"That store had some mighty pretty fixtures, all right, and the bon ton trade," he said. "But I soon found out that the fixtures scared away the cash buyers and the elite class of customers isn't always a good proposition. It cost me $2,000 to find that out. I sold it a year later."

Mr. Glover was married to Miss Gussie K. Keller at Lamar, September 21, 1893. Besides the dauhgter, they have two sons. Harold E. Glover is in the insurance business in Philadelphia, and R. R. Glover, owner of a floor coverings store in Atlanta, Ga. Harold Glover is here on a visit now.

The veteran mine operator recalls the days when "whims," early model horse hoists, were used to bring the ore up out of the ground. "Grubstaking" was a common practice, men of wealth matching their dollars against the experience of veteran miners. That all came to an end when the law was passed making any partner responsible for all debts contracted, and paved the way for the syndicate-controlled mining operations of today.

One Sunday night some fifty years ago, Mr. Glover entered Wishburn's restaurant to find himself a virtual captive among a group of fellow townspeople. Two nights before a man had swung from a tree for the alleged theft of a span of mules; the persons gathered in the cafe were the lynchers whom the law had spotted.

At midnight they fled the country en masse under cove. f darkness. It was only then at they permitted their young prisoner to go free, holding him for fear he would tip off the authorities.

That was only a minor encounter with outlawry, however, to what happened a short time later. Fletch Taylor, reputedly chief lieutenant to Quantrill of guerilla border warfare fame, and a friend of Mr Glover's, introduced him to three strangers in an outlying mining company office.

It was only after they had gone that Taylor told him the names were fictitious, that his callers were Cole, Jim and Bob Younger, notorious desperadoes. It was in Joplin that they recruited two men named Chadwell and Pitts (not with Taylor's aid, however) into their gang.

Mr. Glover maintains that there erted tremendous self control to hold their chuckles, he drank it down in great gulps. He never tired of telling afterward of how buttermilk saved his life.

Peter Schnur, editor of the old Joplin Herald, became his lifelong enemy after a similar incident, Mr. Glover relates. They were hunting near Redings Mill and the banks of Shoal creek were alive with muskrats. With a straight face, Taylor told his companion that only by diving in the water could one loosen the deadly grip of a muskrat.

That night he carefully pinned the body of a squirrel to Schnur's coat-tail and pressed the faithful spur into action. Wildly grabbing behind him, his victim envisioned a steel-jawed muskrat attached to his anatomy. He raced along the bank, dived into the creek and nearly drowned before the guffawing Taylor could pull him out.

Mr. Glover also recalled when he and several other young men of the mining camp formed a volunteer fire department back in 1873. They bought their own uniforms, which were featured by snappy helmets and fiery red shirts.

One clever youth in the bunch conceived the happy thought that the brave fire laddies should give a great social affair. They all agreed and it was a ball at the old Joplin hotel. Tickets were $5 each. Everything went off fine, it was a grand success in every way—except from a financial standpoint. The firemen lost $600 on the venture. Then the fire company disbanded.

Many another reminiscence, some humorous, some serious, such as the fire which wiped out part of East Joplin in 1874, are stored in Mr. Glover's remarkable memory. And his friends, stopping to extend congratulations yesterday, found as much pleasure in hearing them as he did in the telling.

If this type of newsprint blurs, it's a warning that you need glasses. If you neglect your eyes, it will result in poor health later. Get your examination now. Dr. D. A. Reynolds, optometrist, Newman's mezzanine. You may use your charge account.

NEWSPAPERARCHIVE

Joplin Globe, August 05, 1934 Pg. 3, Joplin, Missouri, US

https://newspaperarchive.com/joplin-globe-aug-05-1934-p-3/

- NEWS -

JOPLIN GLOBE - AUG. 5, 1934

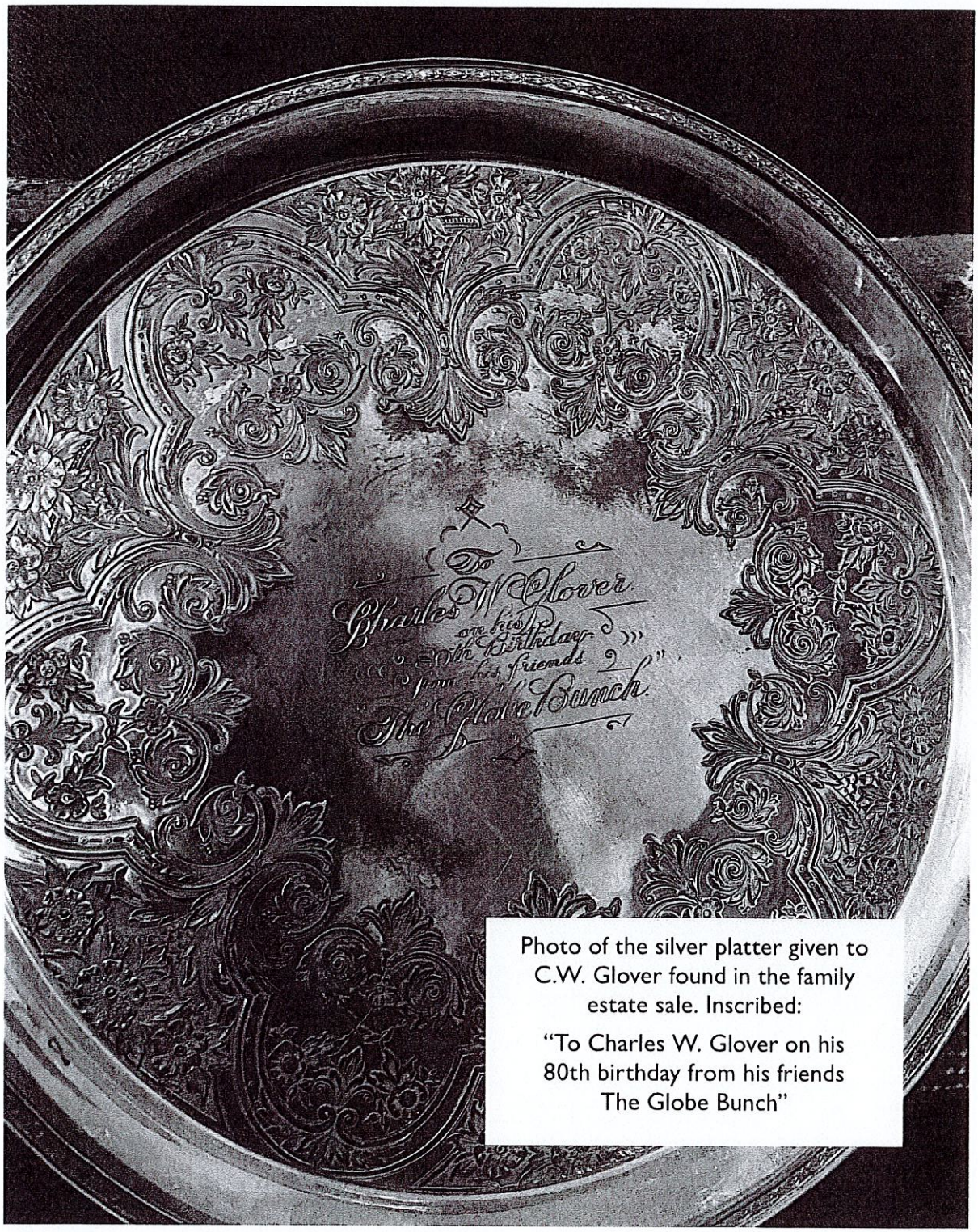


Photo of the silver platter given to C.W. Glover found in the family estate sale. Inscribed:

"To Charles W. Glover on his 80th birthday from his friends The Globe Bunch"

- NEWS -

HISTORICJOPLIN.ORG

THE MINERS BANK

Posted February 28th 2010 at 7:59 pm by Brown

As the riches of the mining fields of Jasper County drew investors, miners, and speculators in the 1870s, the need for a banking institution was obvious. One of the first men to step into this void was one of the fathers of modern day Joplin, Patrick Murphy, originally of Carthage. He and an associate established the town of Murphysburg, which later merged to form Joplin in 1873, and two years later, Murphy opened the Banking House of Patrick Murphy. A two story brick building, it was located on Main Street between Second and Third Streets. Murphy's endeavor was a success.

Such was the success that the financial institution attracted investors and in 1877, the Banking House of Patrick Murphy was re-chartered and organized as the Miners Bank of Joplin. Murphy served as the first president of the bank, and was followed by Thomas E. Tootle. The first head cashier was Frank Kershaw. Kershaw's successor was A.H. Waite. Most customers would have more likely known and recognized C.H. Spencer, who served as head cashier for at least sixteen years leading up to 1906. Local magnate Thomas Connor had served two terms as bank president. In fact, the board of directors included many of the wealthier citizens of the city, such as Connor, Howard C. Murphy, Edward Zelleken, C.W. Glover, and H.O. Bartlett.

Miners Bank's success was also reflected in its financial holdings. At its inception the bank held $25,000, by 1890 this was increased to $50,000 and a year later doubled to $100,000. Due to growth of its assets and the increasing number of depositors, Miners Bank moved from its location between Second and Third to take up residence to offices in the Joplin Hotel, and there remained from about 1885 to 1905. Over a slightly longer period of time than its stay at the Joplin Hotel, reported deposits at the bank grew from $35,700 to $949,000. Loans increased from $6,500 to $425,000. Cash on hand went from $15,000 to a bank robber's dream of $97,000. Figures from 1905 listed the six most successful banks by deposits, and the Miners Bank was first and foremost, besting its nearest competition by more than $55,000. Until the bank's move in 1905 from the Joplin Hotel, its chief competitor and runner up in the 1905 figures was the Joplin National Bank, located just across the intersection situated on the bottom floor of the Keystone Hotel.

The move in 1905 may have been prompted by the plans of Thomas Connor to raze the three story Joplin Hotel with plans to build a larger, grander establishment, or may simply have been due to the banking institution's success. The bank's new home was just a block away from Main Street, where Fourth Street intersected with Joplin Street. The new building was described by one of Joplin's paper as a "beautiful modern building, with elevators and all modern conveniences." The offices were equally beautiful and constructed of marble, tile and steel. Designed by August Michaelis, one of Joplin's most prolific and talented architects, the building was designed to accommodate an additional four more stories should the need arise. It was built at a cost of $125,000 by the firm of C.A. Dieter who later oversaw the construction the Connor Hotel.

From July 1st of 1905, Miners Bank inhabited the ground floor, leaving the upper floors open to paying tenants, architect Michaelis included, and remained there until 1930 when it merged with Conqueror First National Bank. After the merger, the bank moved back to Main Street for the first time in twenty-five years, and with its departure ended an illustrious history that began in 1877. The last home of Miners Bank remained in use until a disastrous fire prompted its demolition in 1982.

Sources: Missouri Digital History, Joplin News Herald, and the Story of Joplin by Dolph Shaner.

- NEWS -

HISTORICJOPLIN.ORG

A RAINSTORM FLOODS JOPLIN – THE FLOOD OF 1916

Posted July 26th 2010 at 6:50 am by Brown

The last few weeks have been scorching hot in southwest Missouri. In 1916, however, a sudden cloudburst wreaked havoc upon Joplin that seems almost unreal.

A "severe electrical storm" began at 10:30 at night with a host of giant storm clouds that hovered over the city until they burst and flooded the city below.

The deluge began with 5 and ¾ inches of rain during the night, followed by 5 and ½ inches within a two hour period in the morning. The rain was accompanied by a savage hailstorm that forced pedestrians to run for shelter. The downpour continued throughout the afternoon and in just a few minutes more than an inch of rain had fallen. Total rainfall was estimated at 6 9/10 to 7 inches. Long time Joplin residents remarked that it was the most severe storm the city had experienced.

According to C.W. Glover of 216 North Wall Street, the rainstorm was nothing compared to one that ravaged Joplin in July, 1875. According to Glover, it rained for three days and three nights. Joplin Creek, which divided East Joplin from West Joplin, became a raging torrent that no one dared cross. Professor William Hartman, a musician, and his wife were drowned, and several others were almost lost when seeking shelter or attempting to rescue those endangered by the flood waters. Joplin's horse drawn trolley was unable to travel to Baxter Springs due to the washed out roads and streets.

The 1916 storm was so sudden that it caught many people off guard. John Moore, Edward Poe, and Peter Adamson, miners working in the Coralbut (formerly the Quaker) mine west of Chitwood, were drowned when rainwater swept down into the mine at such a furious rate that they were unable to escape in time. Unfortunately for the three miners, the water had pooled at the top of the mine behind piles of debris that had formed an old mine pond when the debris gave way and a torrent of water flooded the mine shaft.

Altogether there were twelve men in the mine and they scrambled on top of some boulders as the water began to rise. The hoisterman at the surface lowered a tub to rescue them, but the water was so high and the current so strong that the men were reluctant to jump across the water into the tub. Nine of the miners were able to escape before the water overtook them. Moore, Poe, and Adamson said they could not swim and thought they would be safe on top of the boulders. It was not before long, though, that the hoisterman heard them call for help. One of them yelled, "For God's sake, get a boat before we drown!" It was too late. They were unwilling to jump to the tub across the raging water and were drowned despite the efforts of their fellow miners to go down in the tub and try to reach them. The bodies of three men were not immediately located by rescuers.

One of the miners who escaped, Roy Clark, had been a sailor on a tramp steam freighter out of Queenstown. He declared after his harrowing experience that he was "through with mining." Clark, who claimed he had developed strong swimming skills as a sailor, said he would not have dared to swim through the water that had flooded the mine. Another miner who had been in the mine, C.E. Evans, said he had warned his fellow workers about the storm. He said he had picked up hailstones as big as his thumb that had fallen into the mine and knew that trouble was not far off. By the time they saw the water pour in and ran for the boulders, he said, the water was up to their waists and rising. The tub, he said, was slow in coming. Evans's fellow miner, Lowery, was standing on a boulder with water up to his chin when he was able to get to the tub.

Even those who were in the safety of their own home were not shielded from the storm. William Langley, a 70 year old gardener, drowned in his home at Second and Ozark streets when it was submerged by water due to the home being situated next to a steep draw that funneled water down into the house. When rescuers broke into Langley's home, they found that the water had been only six inches from the ceiling. Some families in Chitwood sought refuge on top of their homes as the water began to rise, while others remained in storm shelters, still afraid to venture out due to the lightning and hail of the past few hours.

Mines suffered damage. The Grace Mine mill, located a mile north of Chitwood, and the Longfellow school building were both hit by lightning. Mine owner W.H. Gross of 318 West Eighth Street estimated damages at $15,000. Several other mine buildings were struck by lightning but did not burn. Many more were filled with water and required large pumps to remove the water. Total damages for mines across the Joplin area were estimated at $200,000.

The storm of 1916 caused severe damage to downtown Joplin. Main Street from Fourth to Sixth streets was a "white-capped torrent for more than two hours" with a depth of two to five feet deep in some places. Businesses along this section of downtown reported losses of $100,000. Fleischaker Dry Goods, Christman's, and Ramsay's suffered severe flood damage. Ramsay's lost all of the merchandise stored in the building's basement which was filled with six feet of water at one point. Christman's reported $10,000 in losses. Merchandise located on the lower shelves of the stores was thoroughly soaked.

One odd occurrence was when a bolt of lightning struck two wax figures in the Menard Store located at 423 Main Street. One of the figures was completely melted while the other was only scorched on the arm.

At the Commercial billiard parlor at 521 Main Street, seven billiards tables were ruined. Not far down the street the Priscilla Dress Shop at 513 Main lost several expensive Parisian gowns valued at $3,000, artwork estimated to be worth $2,000, and $300 of electrical fixtures destroyed.

It seemed as if no business escaped the wrath of the storm. The Farrar-Stephens Auto Tire Company at 520 Joplin Street reported damages of $5,000 while Kresge 5 and 10 Store lost merchandise valued at $5,000. The Joplin Pittsburg Railway Company suffered $2,500 in losses. The Burke Cigar and Candy Store and the Electric Theater building only had $2,000 in damages. Even the vaunted House of Lords suffered $500 of damage.

Joplin's Hello Girls found that the storm caused $10,000 worth of losses. Nearly 4,000 telephones were out of service after the rain stopped, almost half of Joplin's total number of phones. Poles were down, wires severed, circuits dead, and fuses blown all over town. Long distance lines, however, received very little damage. Phone company officials considered it a miracle.

Bridges and roads were hit hard. At least two large bridges were washed out, including the Joplin and Pittsburg Railway Company bridge over Turkey Creek. Track was twisted and torn up and down the line. A "masonry bridge over Turkey Creek at Range Line" was supposed to have been totaled at a cost of $1,000. Trains from the Kansas City Southern, Frisco, and Missouri & North Arkansas railroads were unable to roll into Joplin.

One enterprising young man captured a bathtub that floated out of a plumbing shop and used it as a canoe to paddle through downtown. Others joined him in boats and canoes (undoubtedly those who enjoyed fishing on the Spring River) while others just waded into the torrential streams of water. Barrels, boards, and all sorts of other debris clogged the streets and alleys. Citizens worked to grab the debris before it smashed out store windows and created more damage.

Giant potholes waited to twist ankles for those who dared to walk through the muddy water. Motorists were asked by city officials to drive slowly lest they hit a pothole and total their cars. Sidewalks were washed out as were sections of wood block pavement from Main Street to the Frisco rail tracks. City parks were ravaged. A sewer main burst at the North Main street viaduct and created a health hazard.

Joplin was battered, but not broken. In time, debris was removed, mud swept away, and the ravages of nature relegated to memory.


PEOPLE

- PEOPLE -

JOSEPH BENNING GLOVER



Welcome to Jasper County, Missouri

Joplin Business Directory

(Source: Southwestern Business Directory, McKenney Publ., 1889. Transcribed by Sheryl McClure)

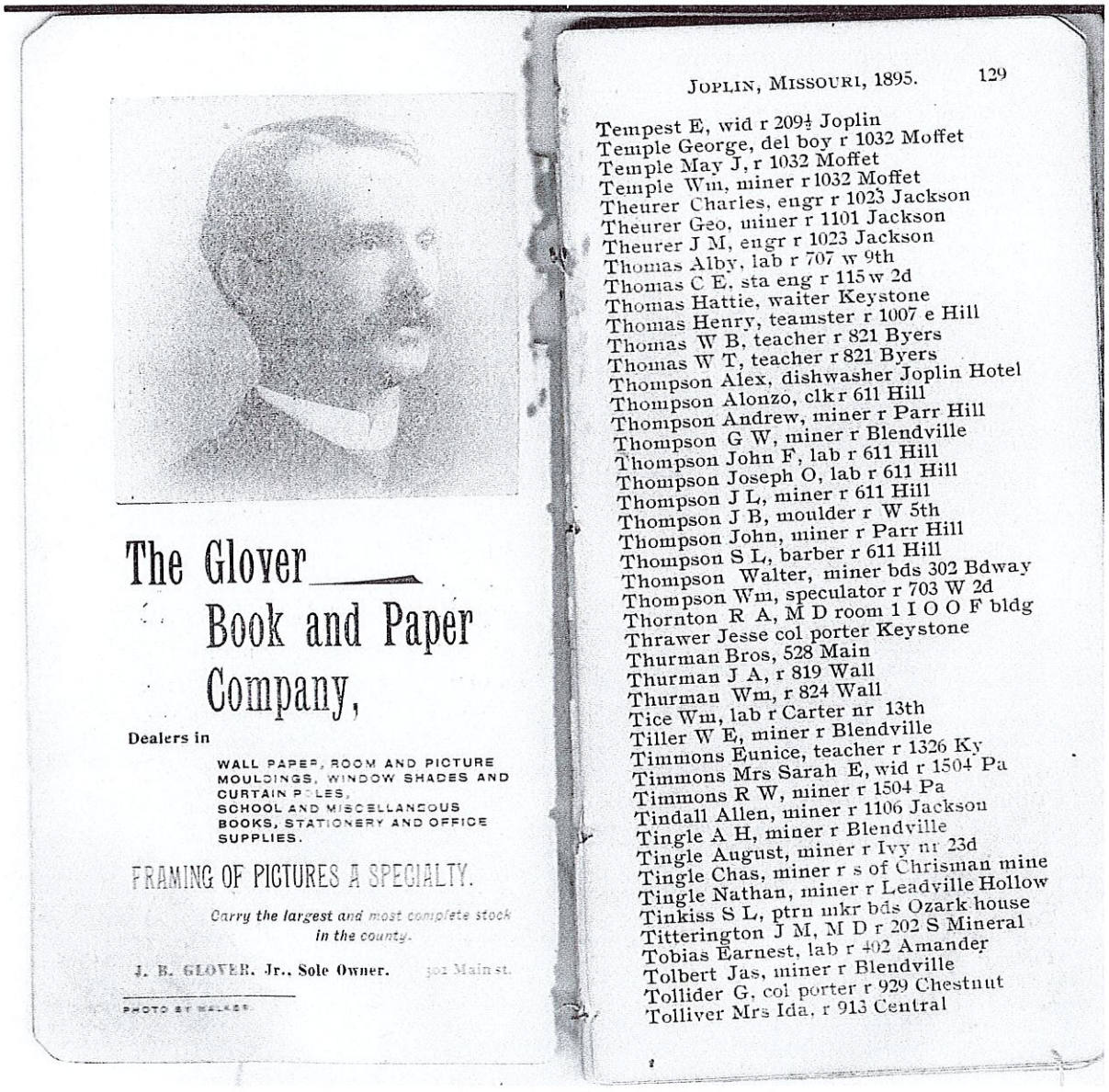
Adams' Express Co, H E Davis, 321 Main
Allin A V, mfr metallic skylights, cornices, and slate roofing, cor First and Main
Amrica House, Anna O'Hair, 103 Main Austin A G, wire goods, 224 Main
Balsly M T, physician and surgeon, 614 Main
Bank of Joplin, T W Cunningham pres, George A Case cashier, 323 Main
Barr Bros, meat market, 226 Main
Barr E P, boots and shoes, 304 Main
Bartleto E O, gen mgr, 125 men employed
Bathe M, provisions, wholesale and retail, 211 Main
Beall J W, meat market, 530 Main
Bebb C W, drugs, 510 Main
Bell P, "Q T" Parlor, 310 Main
Beller William, billiard hall and saloon. 124 Main
Bierig & Lambert, bakery and confectionery, 412 Main
Blach & Dwelly, meat market. 205 Main
Botkin E T, livery and feed barn, Fourth
Boucher J, Willow Saloon, branch No 5, 518 Main
Bowdie D E. dressmaking, 106 Main
Bowers John, meat market, 420 Main
Bradley James, grocer, 630 Main
Briswalter, Kelly & Co, real estate, loans and insurance, 222 Main

From the Joplin Business Directory 1889

Burress P, boots and shoes, 516 Main
Calvin T F, justice of the peace and real estate agt, 519 Main
Carson & Horn, grocery and provisions, 122 Main
Casey J Mrs, restaurant, 418 Main
Catorn & Webster, insurance agt., 320 Main
Clark, Wilson & Co., boots and shoes, 309 Main
Claycomb and Staples, farm loan, real estate and collections
Cooly, G P, Looby Saloon, 514 Main
Cunningham and Dolan, atty at law, NE cor Fourth and Joplin
Dilley, C T, second hand store, 507 Main
Doty P D, physician and surgeon,407 Main
Dykeman, C W, groceries and provisions, Fourth
Eagle Cornice Works. J B Allen proprietor cor First and Main
Echort, Charley, barber, 215 Main
Ecpelet, Mille M. millinery, 217 Main
Evans, O C, physician and surgeon, office Fourth
Fairbanks, W H & Co., wholesale groceries, 606 and 608 Main
Fillmore, L A, lumber yard, 625 Main
First National Bank, Charles Shefferdecker, pres., A C Cragin, cash'r, 312 Main
Fowlkes, T T, carpenter, 104 Main
Frank J P, cigar store, 314 Main
Furguson J & Co., Saloon, 406 Main
Galdmocher, S Mrs., restaurant, 113 Main
Geadi (Geade?), E, boots and shoes, 528 Main
George, N B, groceries and provisions, 425 Main
Glover, J B jr, supt City Gas Works, 323 Main
Goodman, C B, wholesale groceries, 409 Main
Gore & Glover, insurance, 323 Main
Graham, J J, wholesale groceries, 409 Main
Graves, H G, confectionery, 112 Main
Halyard, W B, heavy and shelf hardware and stoves, 415 Main
Hamilton, L C, groceries and provisions, 413 Main
Hardon, A B, photographer copying and enlarging photographs, cor Fourth & Joplin
Harmony Foundry and Machine Works, Schellinbach & Sons
Haywood S H, barber and hairdresser, 222 Main
Hazzord P A Mrs, notions, 618 Main
Heedrick George, groceries and provisions, 831 Main
Heironitz J, Kansas City Second Hand Store, 501 Main
Henderson S C, wholesale grocery, 527 Main
Heinrichs J & Bro, harness maker, 219 Main

- PEOPLE -

JOSEPH BENNING GLOVER



JOPLIN, MISSOURI, 1895. 129

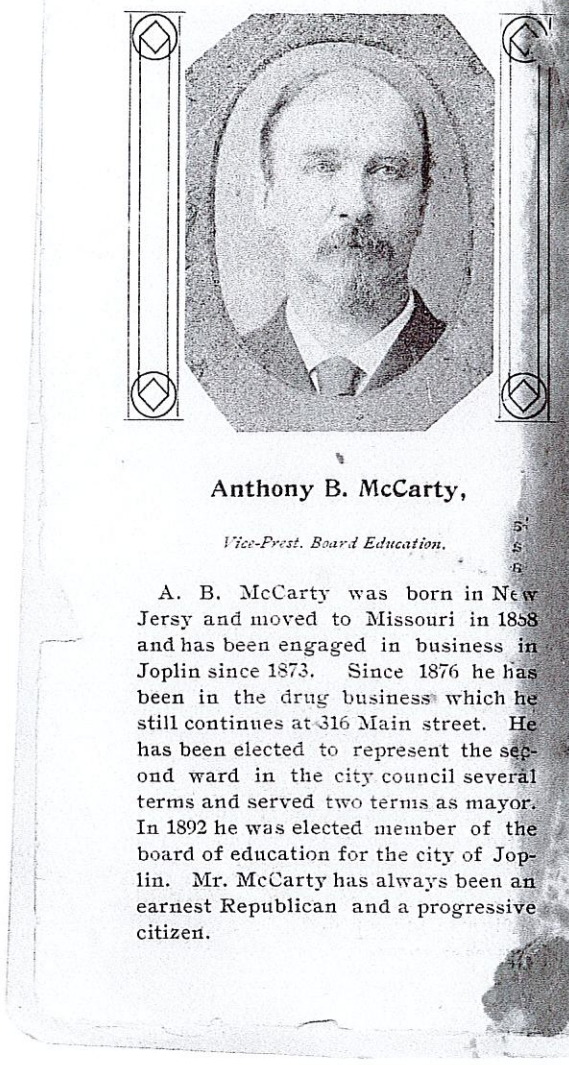
Tempest E, wid r 209½ Joplin
Temple George, del boy r 1032 Moffet
Temple May J, r 1032 Moffet
Temple Wm, miner r 1032 Moffet
Theurer Charles, engr r 1023 Jackson
Theurer Geo, miner r 1101 Jackson
Theurer J M, engr r 1023 Jackson
Thomas Alby, lab r 707 w 9th
Thomas C E, sta eng r 115 w 2d
Thomas Hattie, waiter Keystone
Thomas Henry, teamster r 1007 e Hill
Thomas W B, teacher r 821 Byers
Thomas W T, teacher r 821 Byers
Thompson Alex, dishwasher Joplin Hotel
Thompson Alonzo, clk r 611 Hill
Thompson Andrew, miner r Parr Hill
Thompson G W, miner r Blendville
Thompson John F, lab r 611 Hill
Thompson Joseph O, lab r 611 Hill
Thompson J L, miner r 611 Hill
Thompson J B, moulder r W 5th
Thompson John, miner r Parr Hill
Thompson S L, barber r 611 Hill
Thompson Walter, miner bds 302 Bdway
Thompson Wm, speculator r 703 W 2d
Thornton R A, M D room 1 I O O F bldg
Thrawer Jesse col porter Keystone
Thurman Bros, 528 Main
Thurman J A, r 819 Wall
Thurman Wm, r 824 Wall
Tice Wm, lab r Carter nr 13th
Tiller W E, miner r Blendville
Timmons Eunice, teacher r 1326 Ky
Timmons Mrs Sarah E, wid r 1504 Pa
Timmons R W, miner r 1504 Pa
Tindall Allen, miner r 1106 Jackson
Tingle A H, miner r Blendville
Tingle August, miner r Ivy nr 23d
Tingle Chas, miner r s of Chrisman mine
Tingle Nathan, miner r Leadville Hollow
Tinkiss S L, ptrn mkr bds Ozark house
Titterington J M, M D r 202 S Mineral
Tobias Earnest, lab r 402 Amander
Tolbert Jas, miner r Blendville
Tollider G, col porter r 929 Chestnut
Tolliver Mrs Ida, r 913 Central

From the 1895 Woods Directory

Pictured: **J.B. Glover**, brother of G.W. Glover and first resident of the home at 216 N Wall. He was the owner of The Glover Book and Paper Company located at 302 Main Street (future site of the Connor Hotel).

- PEOPLE -

GLOVER FAMILY



Anthony B. McCarty,

Vice-Prest. Board Education.

A. B. McCarty was born in New Jersy and moved to Missouri in 1858 and has been engaged in business in Joplin since 1873. Since 1876 he has been in the drug business which he still continues at 316 Main street. He has been elected to represent the second ward in the city council several terms and served two terms as mayor. In 1892 he was elected member of the board of education for the city of Joplin. Mr. McCarty has always been an earnest Republican and a progressive citizen.

Glenn A T, miner r 1319 Wall
Glenn Miss Effie, mlnr r 1319 Wall
Glenn Miss Mildred, clerk r 1319 Wall
Glover Book & Paper Co, 302 Main
Glover Building, 302 Main
Glover C W, supt water wks r 317 n Pearl
Glover J B sr, retired r 720 Joplin
Glover J B jr, r 216 n Wall
Gmeiner John, ore buyer r 421 Pa
Gobar Ernest, miner r 1505 Main
Gobar F S, mine operator r 606 Pearl
Godding C A, tel opr r 1053 Ky
Godding F C, contractor r 1053 Ky
Godding H A, lab r 1053 Ky
Goheen Chas, lab r 723 Wall
Goheen Frank, sta eng r 809 Joplin
Goheen J R, sta eng r 723 Wall
Goldsberry C W, wks w ld wks r 219 Gray
Goldsmith S D, teamster r 1302 Joplin
Goldstein A, gen mdse r 410 Main
Goldstein W, mdse 410 Main
Golden Henry, lab r 831 Locust
Golden Jas, miner r 831 Locust
Gonce Fielden, miner r 913 Chestnut
Gonce Rolyn, tmstr r 14th & Wall
Gonce T, junk shop r 9th & Chestnut
Gooch A E, lab r 523 Jackson
Gooch W O, tel opr r 211 n Joplin
Good E J, miner r Granby land
Good J T, miner r Blendville
Goodwin Grocery Co, 209 Main
Goodwin C B, r 302 Wall
Gottschick Lewis, miller r 1128 Sergeant.
Goudy W H, miner r 913 Central E Joplin
Gowing W N, lab r Wall near 20th
Graham Bros, cornice works 618 Main
Graham Chas, slater r 618 Main
Graham Chris, tinner r 618 Main
Graham Miss Ella, domestic r Blendville
Graham Miss Eva, milnr r 618 Main
Graham James, miner r Blendville
Graham J J grocer r 5th & Byers
Graham J J Grocer Co, 421 Main
Graham John M, miner r 807 Hill e Joplin
Graham Jos, cornice wrks r 11th & Moffet
Graham Maggie, drsmkr r 1309 Grand

From the 1895 Woods Directory

Several Glover businesses and members of the Glover family are listed including J.B. Glover at 216 N Wall

- PEOPLE -

CHARLOTTE GLOVER, MOTHER OF J.B. and C.W. GLOVER

MRS. GLOVER FUNERAL WILL BE HELD TODAY

Body Will Lie in State From 9 to 10 A. M.—Burial Will Be in Mount Hope.

The body of Mrs. Charlotte A. Glover, 90 years old, who died at 10:45 o'clock Sunday morning, will lie in state at the residence, 201 Moffet avenue, from 9 to 10 o'clock this morning. The casket will not be opened during the funeral services, which will be conducted at the home at 10 o'clock.

The services will be conducted by the Rev. Cliff K. Titus Pallbearers will be J. J McClelland, Robert A. Clark, Ben Landauer, Herber Schnur, Frank Sharp and Tracey Munson. Burial will be in Mount Hope cemetery.

Here Nearly 50 Years.

Mrs. Glover had been a resident of Joplin for almost half a century, coming here from Independence in 1877. She had been a resident of Missouri for eighty-five years. She was the widow of J. B. Glover, a widely known mining man, and a sister of the late John H. Taylor. Up to the time of his retirement, Mr. Glover was superintendent of the Joplin Mining and Smelting Company.

Mrs. Glover celebrated her ninetieth birthday February 10, at which time she was at home to a large number of friends. She was a member of the First Christian church.

She is survived by two sons, Joseph B. Glover of Kansas City and Charles W. Glover, who is connected with The Globe and News Herald, and three daughters, Mrs. Mary B. Campbell, Miss Lottie F. Glover, and Mrs. Minnie Fallon, all of whom lived with their mother.

NEWSPAPERARCHIVE

Joplin Globe, May 20, 1924 Pg. 2, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-may-20-1924-p-2/

INEZ WHITE, DAUGHTER OF CHARLES W. GLOVER

Joplin Deaths

Mrs. Inez White

Mrs. Inez White, 77, 216 N. Wall Ave., died at 12:45 p.m. Monday at a local nursing home following an extended illness.

Mrs. White was born Oct. 1, 1896, in Joplin and had lived here all her life. She was married to Lawrence White on Nov. 24, 1920, in Chicago, Ill. He died in 1966.

She was a teacher in the Joplin public school system and later served as secretary to the schools superintendent.

Surviving are a daughter, Mrs. Charles McGinnis of the home, and a brother, Ross R. Glover, Atlanta, Ga.

Services will be announced by the Thornhill - Dillon Mortuary.

NEWSPAPERARCHIVE
Joplin Globe, August 20, 1974 Pg. 15, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-aug-20-1974-p-15/

- PEOPLE -

CHARLOTTE WHITE MCGINNESS, GRANDDAUGHTER OF CHARLES W. GLOVER

Charlotte A. McGinness

Charlotte A. McGinness, 76, of Joplin, died at 7:41 p.m. Tuesday, Jan. 17, 2006, at Freeman West emergency room.

Mrs. McGinness was born May 17, 1929, in Joplin, to Lawrence and Inez (Glover) White. She received her B.S. in education from Pittsburg State Teacher's College. She taught schools in Kansas City, Kan., Shawnee, Kan., and locally. She was a member of the Presbyterian church, Ruth Chapter of Order of the Eastern Star and for many years was the recorder for the Joplin Assembly No. 65 Social Order of Beauceant.

She married Charles McGinness on Dec. 26, 1959, in Miami, Okla. He survives.

Funeral services will be at 10:30 a.m. Saturday at Thornhill-Dillon Mortuary Chapel. Rev. Dennis Weaver will officiate. Burial will be in Mount Hope Cemetery.

Email condolences to

NEWSPAPERARCHIVE

Joplin Globe, January 20, 2006 Pg. 5, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-jan-20-2006-p-5/

- PEOPLE -

CHARLES MCGINNESS, HUSBAND OF CHARLOTTE WHITE MCGINNESS

Obituary Source from Find A Grave
Captured: September 29, 2022

Charles Cornick McGinness, age 93, of Joplin, Missouri passed away Sunday, May 8, 2016 following a recent decline in health.

He was born in Alva, Oklahoma to Charles and Frances (Cornick) McGinness.

Charles was an educator for Crowder College for 17 years retiring in 1987. He attended MSSU and received his Masters degree from Pittsburg State University. Charles served his country during World War II with the United States Army Signal Corps from 1942-1943 and was also an Army Reservist for one year. He was a member of the First Presbyterian Church where he was in the orchestra and played the clarinet. He was a member of Fellowship Lodge #345 AF & AM, Scottish Rite Shrine Club Mirzah, Pittsburg, Kansas for 50 years as well as a member of the Order of the Eastern Star. He was an Eagle Scout. He enjoyed stamp collecting, chess, music, model rail roads and, electronic projects.

He married Charlotte White on December 26, 1959 in Miami, Oklahoma and she preceded him in death in January 2006.

Charles is survived by one sister, Constance P. Davis, Omaha, Nebraska; two nieces, Dr. M. Elizabeth Davis, Omaha, Nebraska, Dr. Catherine Davis, Windsor, Colorado; one nephew, Allen McGinness, Dallas, Texas; and special friends, Kelly Peterson and Melissa Purcell, both of Joplin, Missouri.

Funeral services will be 2:00 p.m. Thursday, May 12, 2016 at the Thornhill-Dillon Mortuary with Dr. Dave Burgess officiating. Burial will follow at Mt. Hope Cemetery. Masonic services will be at 6:00 p.m. Wednesday at the mortuary with visitation following until 7:00 p.m.

Case 021-23 - Rezoning



216 N Wall Ave - Rezoning – A Request to rezone from District R-3 (Apartment House) to District R-3 HP (Apartment House, Historic Preservation) – Samuel Wimsett and Christina Williams Wimsett

P & Z Case 021-23
Samuel Wimsett and Christina Williams Wimsett
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-269 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-3 (Apartment House) to R-3 HP (Apartment House, Historic Preservation) property as described below and located at 216 N Wall Ave.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District R-3 (Apartment House) the following described property and including in District R-3 HP (Apartment House, Historic Preservation).

All of Lots Numbered 121 in Wilson & Hutton's First Addition, in the City of Joplin, Jasper County, Missouri.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2023-008 – Authorizing the City to enter into an American Rescue Plan Act (ARPA) Subrecipient Agreement with Jasper County for the purchase of the MOSWIN System

MEETING DATE
May 15, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2023-008; Exhibit "A"-Subrecipient Agreement

REVIEWED BY
Department Head: Leslie Haase; Police Chief: Sloan Rowland; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Resolution authorizes the City to enter into an American Rescue Plan Act (ARPA) Subrecipient Agreement with Jasper County for the purchase of the MOSWIN System.

BACKGROUND
The MOSWIN system is the Missouri Statewide Interoperability Network system. This system will allow the Police Department to communicate by radio to public safety agencies across the State. In order for this system to work, the City must have compatible radios, as well as purchase the MOSWIN system. The City has invested just over $1 million for radios and is in the third of four phases to upgrade portable and handheld radios that are MOSWIN compatible.

The MOSWIN System will cost $637,048.00. The City is applying to Jasper County to reimburse 100% of this cost through American Rescue Plan Act (ARPA) funds. Jasper County requires the City to submit a Subrecipient Agreement for this purchase. The price for the MOSWIN system is only good through May 28, 2023.

FUNDING SOURCE
This is not applicable for this item.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2023-008

A RESOLUTION of the City of Joplin, Missouri, authorizing the City to enter into an American Rescue Plan Act (ARPA) Subrecipient Agreement with Jasper County through the State and Local Fiscal Recovery Funds (SLFRF) Program to purchase the MOSWIN, or Missouri Statewide Interoperability Network System.

WHEREAS, the City has applied to Jasper County to fund MOSWIN on behalf of the Joplin Police Department through American Rescue Plan Act (ARPA) Funds; and,

WHEREAS, MOSWIN will allow the Joplin Police Department to communicate by radio with other public safety agencies across the State; and,

WHEREAS, the City has purchased the required MOSWIN compatible radios; and,

WHEREAS, the City Council of Joplin, Missouri, desires to enter into a Subrecipient Agreement with Jasper County for the purchase of this system.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. The City of Joplin, Missouri will submit the required Jasper County American Rescue Plan Act (ARPA) Subrecipient Agreement, in substantially similar form, in accordance with Exhibit "A" attached hereto and incorporated herein, for the purchase of the MOSWIN System.

Section 2. That the Finance Director hereby is authorized to prepare and submit the document necessary to apply for the Jasper County Funding Request.

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin, Missouri to be affixed this 15th day of May 2023.

_____
Mayor, Douglas W. Lawson

ATTEST:

_____
Holly Nagy, City Clerk

EXHIBIT "A"

DRAFT SUBRECIPIENT AGREEMENT
FOR
AMERICAN RESCUE PLAN
STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) PROGRAM

Between

GRANTOR (Jasper County)

And SUBRECIPIENT _____

(Subrecipient name must match the name associated with the UEI)

Entered into this_____day of_____, 2023

SUBRECIPIENT INFORMATION

The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Subrecipient's unique entity identifier (UEI): _____
- Email: _____
- Address: _____
- Federal Award Program Description: (Inserted here)

- Subaward Period of Performance Start and End Date: mm/dd/yyyy through mm/dd/yyyy.
- Subaward Budget Period Start and End Date: _____.
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: _____.
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: _____.
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: _____.

Jasper County has received State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act. A portion of which it has chosen to award to subrecipients, consistent with eligibility guidance.

- Name of Federal Awarding Agency: U.S. Department of the Treasury
- Name of pass-through entity: Jasper County
- Contact Information for pass-through entity: _____
- Federal Award Identification Number (FAIN): _____.
- Federal Award Date of award to the recipient by the Federal agency: _____.
- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): _____.
- Identification of whether the award is R & D: _____.

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- Indirect cost rate for the Federal award: _____.

THIS AGREEMENT entered this _____ day of _____, 2022, by and between Jasper County, a County in the State of Missouri (herein called "GRANTOR"), and_____ (herein called "Subrecipient"). GRANTOR and Subrecipient shall sometimes be referred to herein individually as the "Party" and collectively as the "Parties."

NOW, THEREFORE, the Parties mutually agree as follows:

I. AGREEMENT TERM

A. This Agreement shall become effective on the date of execution, and end on mm/dd/yyyy (the "Initial Term").

B. This Agreement may be extended beyond the Initial Term only upon the written approval of both Parties; provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.

C. GRANTOR, in its sole and absolute discretion, may terminate this Agreement at any time.

II. ACTIVITIES & ELIGIBLE EXPENSES

A. Activities

Subrecipient shall be responsible for administering all COVID-19 response activities in a manner satisfactory to GRANTOR and consistent with any standards required as a condition of providing these funds. Allowable activities must be directly tied to response and recovery efforts related to COVID-19 and must be allowable pursuant to SLFRF requirements.

B. Eligible Expenses

GRANTOR, in its sole and absolute discretion, may reimburse and/or provide funding to Subrecipient for "Eligible Expenses" as described on Attachment A of this Agreement. Notwithstanding anything herein to the contrary, "Eligible Expenses" shall not include lost revenue. Failure of Subrecipient to comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.

III. TERMS & CONDITIONS

The following requirements are applicable to all activities undertaken with SLFRF funds.

A. Compliance with State and Local Requirements

Subrecipient acknowledges that this Agreement requires compliance with the regulations of the State of MO and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

B. Compliance with Federal Requirements

Subrecipient acknowledges that Eligible Expenses funded or reimbursed by GRANTOR to Subrecipient are not considered to be grants but are "other financial assistance" under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient

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further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including, including, but not limited to, the following:

- Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends $750,000 or more in federal awards during their fiscal year.
- Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Subrecipient monitoring and management.
- Fund payments are subject to Subpart F regarding audit requirements.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

C. Hold Harmless

Subrecipient shall hold harmless, release, and defend GRANTOR from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Indemnification

Subrecipient shall indemnify GRANTOR, its officers, agents, employees, and the federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by GRANTOR. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for GRANTOR. Subrecipient shall reimburse GRANTOR for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless GRANTOR under this Agreement.

E. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in Subrecipient's application, request for funding, or request for reimbursement are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by GRANTOR to provide the funding under this Agreement.

Subrecipient shall promptly notify GRANTOR, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement.

F. Workers' Compensation

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Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employee involved in the performance of this Agreement.

G. Insurance

Subrecipient shall carry sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

H. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. GRANTOR may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

I. Suspension or Termination

GRANTOR may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to GRANTOR reports that are incorrect or incomplete in any material respect.

J. Program Fraud & False or Fraudulent Statements or Related Acts

1. Subrecipient and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any

subcontractors pertaining to any matter resulting from a contract.

K. Debarment / Suspension and Voluntary Exclusion

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

L. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at https://SAM.gov

M. Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Missouri, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding

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brought in connection with this Agreement shall be in the Circuit Court of GRANTOR and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

IV. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Subrecipient agrees to comply with and agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all Eligible Expenses.

B. Duplication of Benefits; Subrogation

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by GRANTOR to GRANTOR.

Subrecipient must execute and deliver a Duplication of Benefits and Subrogation Agreement ("Duplication of Benefits Certification"), in the form attached hereto as Attachment B. Subrecipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Subrecipient's obligation to promptly notify GRANTOR of any disaster assistance received from any other source.

C. Documentation & Recordkeeping

As required by 2 C.F.R. 200.331(a)(5), GRANTOR, or any duly authorized representative of GRANTOR shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, as set forth in paragraph D below, but lasts as long as the records are retained.

D. Record Retention

Subrecipient shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report.

E. Internal Controls

Subrecipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should follow guidance in "Standards for Internal Control in the Federal

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Government" issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

F. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Monitoring & Compliance

GRANTOR shall evaluate the Subrecipient's risk of noncompliance and monitor the activities of Subrecipient as necessary to ensure that the SLFRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of Subrecipient shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by GRANTOR to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

GRANTOR shall verify that Subrecipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements. GRANTOR may take enforcement action against noncompliant Subrecipient as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations

H. Close-Outs

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. 200.343 and the procedures described below. Subrecipient's obligation to GRANTOR will not terminate until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over funding provided under this Agreement.

I. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to GRANTOR, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be resolved by Subrecipient within 30 days after notice of such deficiencies by the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

If Subrecipient expends $750,000 or more in total federal assistance (all programs) in a single year, must have an audit conducted of SLFRF in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient shall submit a copy of that audit to GRANTOR.

Subrecipients who do not meet the Single Audit threshold are required to have a program-specific SLFRF audit conducted in accordance with § 200.507 - Program-Specific Audits and may be required to submit such copy of that audit to GRANTOR.

Issues arising out of noncompliance identified in a Single or Program-Specific ARP SLFRF's audit are to receive

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priority status of remediation or possible return of all funds to GRANTOR.

J. Payment & Reporting Procedures

1. Payment Procedures

GRANTOR will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with the allocations and disbursement policies established by GRANTOR. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient.

Subrecipients should maintain a financial file with copies of back-up documentation for all paid eligible expenditures made by the Subrecipient during the eligible period. Documentation of expenditures will be reviewed and verified upon receipt by GRANTOR.

a. Requests for reimbursement or funding must be submitted via email to: JasperARPA@FORVIS.com

2. Reporting Procedures.

Subrecipient will be required to periodically report the status of projects approved for advance funding and will be required to tender to the GRANTOR records addressing how the
funding was used for eligible expenses. Such reporting may include documentation of invoices, submission of payroll logs, proof of contracts, etc. to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

V. PERSONNEL AND PARTICIPATION CONDITIONS

1. Hatch Act

Subrecipient must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

2. Conflict of Interest

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

VI. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency. By signing the agreement, the Subrecipient agrees to the terms outlined.

This Agreement contains the following attachments:

- Attachment A – Approved Scope of Work and Budget
- Attachment B – Assurances of Compliance with Civil Rights Requirements

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- Attachment C – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions
- Attachment D – ARPA Contract Clauses

VII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII. WAIVER

GRANTOR's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The Failure of GRANTOR to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. CERTIFICATION

The Subrecipient hereby certifies that they have the authority and approval from the governing body to execute this Agreement and request reimbursement from GRANTOR from the allocation of the SLFRF funds provided to GRANTOR for eligible expenditures. The Subrecipient further certifies the funds received for reimbursement from the SLFRF funds were or will be used only to cover those costs that:

a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
b. Are allowable uses of funds enumerated within section 2001(e) of the ARP
c. Were incurred during the period that begins XXXX and ends on XXXX

Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure and that the Subrecipient has reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the Subrecipient or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to GRANTOR.

Subrecipient agrees that they will retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Subrecipient understands any funds provided pursuant to this agreement cannot be used as a revenue replacement for lower-than-expected tax or other revenue collections and cannot be used for expenditures for which the Subrecipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to GRANTOR's allocation of SLFRF funding to Subrecipient. This Agreement is subject to availability of Federal assistance under the American Rescue Plan Act. GRANTOR has no

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legal requirement to provide funding to any Subrecipient.

XI. PERSONAL PRIVACY PROTECTION ACT

(1) All information is being provided voluntarily for purposes of this Subrecipient agreement and any further processing and program administration
(2) Subrecipient expressly waives any civil liability claims pursuant to Section 105.1500, RSMo.

XI. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the of Subrecipient. (Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by GRANTOR.)

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

Subrecipient:

Signed (Duly Authorized Agent): _____

Printed Name: _____

Title: _____

Date: _____

Jasper County:

Signed (Duly Authorized Agent): _____

Printed Name: _____

Title: _____

Date: _____

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ATTACHMENT A – APPROVED SCOPE OF WORK AND BUDGET

INSERT FROM SUBAPPLICATION

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ATTACHMENT B – ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of

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the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

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ATTACHMENT C – U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance

The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting

Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs

Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs

Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing

Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest

Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations

   a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the

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foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:
    i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
    viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
    ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
    i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
    ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
    iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
    iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
    v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions

In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may

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impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act

Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements

Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the

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competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:
    i. A member of Congress or a representative of a committee of Congress;
    ii. An Inspector General;
    iii. The Government Accountability Office;
    iv. A Treasury employee responsible for contract or grant oversight or management;
    v. An authorized official of the Department of Justice or other law enforcement agency;
    vi. A court or grand jury; or
    vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted driving.

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ATTACHMENT D – ARPA CONTRACT CLAUSES

1. Termination.

   a. Termination for Convenience: The Contract may be terminated by the County without cause, in whole or in part, at any time during the term specified in the Contract, by providing the other party thirty (30) calendar days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in the Contract, by providing the Contractor thirty (30) calendar days advance written notice of the suspension.

   b. Termination for Default: The County may terminate or suspend this Contract, in whole or in part, upon ten (10) days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract. If the Contract is terminated by the County pursuant to Contract or this Appendix, the Contractor shall be liable for damages, including any additional costs of procuring similar goods or services from another source. If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation or nonperformance of required goods, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, that have been paid to the Contractor by the County.

   c. Termination for Non-Appropriation: If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in the Contractor, the County may, upon ten (10) days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part. If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for goods delivered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further goods pursuant to the Contract as are affected by the termination or suspension.

   d. Non-Waiver of Rights: Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Contract are breached by the other party.

2. Equal Employment Opportunity. The Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

   During the performance of this Contract, the Contractor agrees as follows:

   (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees

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to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the party so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. Davis-Bacon; Prevailing Wage. If any purchase exceeds $2,000 and federal funds in addition to ARPA funds will be used, the Contract shall include the necessary Davis-Bacon Act clause addressing prevailing wage rates, as applicable.

   Alternatively, to the extent required by Law, Contractor agrees to pay not less than the prevailing hourly rate of wages to all of its workers performing work for the public use or benefit or that uses public funds under this Agreement, or, alternatively, as applicable, the public works contracting minimum wage. The prevailing hourly rate of wages shall be those as set out in the Wage Order attached to and made part of the Contract. Each worker shall be paid the locally prevailing wage or public works contracting minimum wage, as applicable, pursuant §§ 290.210 – 290.340, RSMo. and pursuant to each workers' scope of work and in accordance with the occupational titles and work descriptions set forth in state regulation.

   Contractor agrees to keep full and accurate records of the names, occupations and crafts of every worker employed by it in connection with the Agreement, together with an accurate record of the number of hours worked by each worker and the actual wages paid for a period of one year following completion of the Work. Contractor shall provide these records at the end of each month during the course of the Project. Contractor shall post a legible list of prevailing wage rates in a prominent and easily accessible place at the work site for the full time that any worker is on the job. Upon completion of the Project and prior to final payment, Contractor agrees to complete and certify in an affidavit stating that the Contractor has fully complied with the Missouri Prevailing Wage law.

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Contractor agrees to be responsible for payment of any penalty to the County of One Hundred Dollars ($100) per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work performed under this Agreement by Contractor.

4. Contract Work Hours and Safety Standards Act. Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall e required to compute the wages of every mechanic and laborer on the basis of a standard workweek of forty (40) hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement. If a contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401.

6. Clean Air Act & Federal Water Pollution Control Act. Where applicable, all contracts for the purchase of goods in excess of $150,000, Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251. Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to County and understands that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

7. Suspension and Debarment. If this Contract is a covered transaction for purposes of federally funded grant requirements, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. Debarment status may be verified at https://www.sam.gov. By signing and submitting this Contract, the Contractor certifies as follows:

   The certification in this clause is a material representation of fact relied upon by County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29,

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Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions

8. Byrd Anti-Lobbying Amendment. Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee or a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.

9. Procurement of Recovered Materials. Where applicable, within the performance of this Contract involving the use of materials, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired. Contractor agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor agrees to comply with all requirements of 2 CFR 200.216 regarding prohibition on certain telecommunications and video surveillance services or equipment. Contractor asserts that this Contract does not relate to such prohibited telecommunications and video surveillance services or equipment.

11. Domestic Preference. Contractor should, to the greatest extent practicable under Federal award, provide a preference of the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) pursuant with 2 CFR § 200.322. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2023-121 Construction Agreement for the Baker's Branch East Wastewater Extension project and containing an emergency clause.

MEETING DATE
May 15th, 2023

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB 2023-121 Ordinance; Bid Summary; Agreement; Exhibit Map

REVIEWED BY
Director of Public Works: Daniel Johnson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves a Construction Agreement with Infrastructure Solutions, Inc., for the Baker's Branch East Wastewater Extension project in the amount of Three Million Six Hundred Forty-Eight Thousand Six Hundred Eight and 00/100 Dollars ($3,648,608.00).

BACKGROUND
In the 1990s, the City of Joplin assisted financially with the Missouri Department of Transportation (MoDOT) in the construction of the Highway 249 ("the Rangeline Bypass") as a means of growing the City of Joplin. In recent years, City staff have received inquiries about sewer service from various developers interested in improving properties along the Highway 249 corridor. However, development along the corridor was never cost-effective due to the lack of utility infrastructure. This project assists in facilitating development along the Highway 249 corridor.

This project will extend sanitary sewer service from the east side of Duquesne Road (just south of Zora Ave.) to the highway interchanges at Zora and Newman Road. See the attached exhibit map for reference. Design for the project was done by Allgeier, Martin and Associates. The project was advertised on March 24, 2023, and bids were opened on April 20, 2023, in accordance with the City of Joplin's procurement policies. Bids were received from 3 contractors; see the attached Bid Summary for reference. Infrastructure Solutions, Inc. was confirmed as the low bidder; Their bid was below the Engineers estimate. Public Works intends to provide construction administration and inspection.

FUNDING SOURCE
Sanitary Sewer Fund

RECOMMENDATION
Staff recommends approval of this Council Bill on an emergency basis, being an ordinance for

infrastructure improvements, and to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, the agreement needs to be approved as quickly as possible due to material price volatility.

COUNCIL BILL NO. 2023-121 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Infrastructure Solutions, Inc., in the amount of Three Million Six Hundred Forty-Eight Thousand Six Hundred Eight and 00/100 Dollars ($3,648,608.00) for the Baker's Branch East Wastewater Extension project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the agreement by and between the City of Joplin and Infrastructure Solutions, Inc., in the amount of Three Million Six Hundred Forty-Eight Thousand Six Hundred Eight and 00/100 Dollars ($3,648,608.00) for the Baker's Branch East Wastewater Extension project, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid the sum due there from the Sanitary Sewer Fund.

Section 4. That the City hereby declares that this Ordinance, dealing with a public improvement, to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, the agreement needs to be approved as quickly as possible due to material price volatility.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

COUNCIL BILL 2023-121

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Sanitary Sewer Funds to pay the amounts called for on the basis of the bids received by the City Engineer.

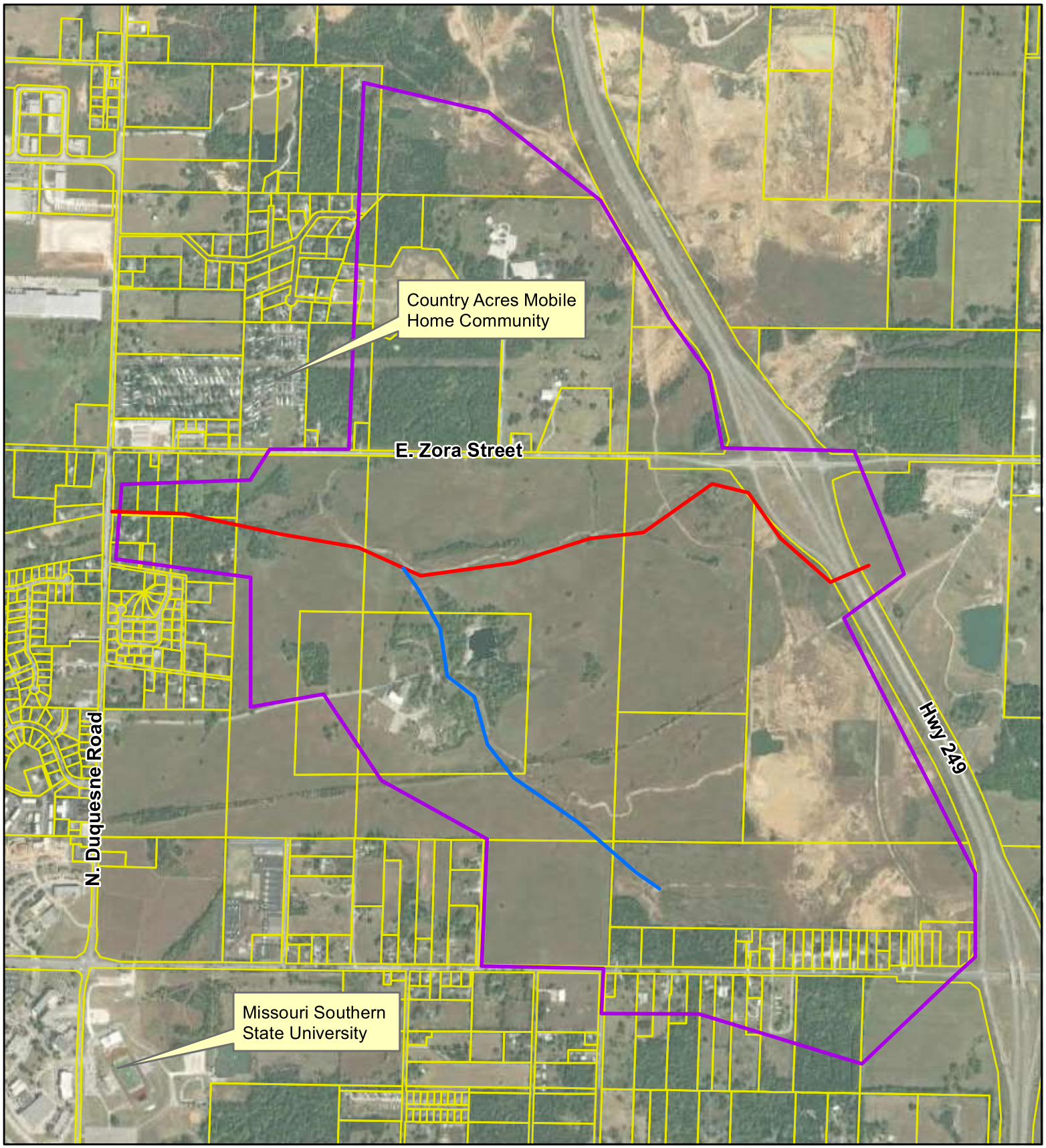
_____
Leslie Haase, Director of Finance

BID SUMMARY

PROJECT: Bakers Branch East Wastewater Extension

DATE OF BID OPENING: April 20th, 2023 @ 10:00 am

CONTRACTOR	BASE BID	ALTERNATE BID	TOTAL BID
Infrastructure Solutions	3,167,080.00	481,528.00	3,648,608.00
Rosetta Construction	3,178,222.50	475,506.50	3,653,729.00
Asbell Exc. & Trucking	5,751,367.48	442,171.80	6,193,539.28
Engineering Estimate	3,400,000.00	350,000.00	3,750,000.00



Legend

- Bakers Branch Extension Phase 1
- Bakers Branch Extension Phase 2
- Bakers Branch Basin
- Jasper County Parcels

Exhibit Map 1
Bakers Branch Extension

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Infrastructure Solutions, LLC. Address: 9801 Renner Blvd. ONE RENNER RIDGE, SUITE 300 LENEXA, KANSAS 66219	
Attention: Mr. Chris Parker- Civil Engineer II		Attention: Jason Conklin	
Department: Public Works- Engineering		Phone: 913.492.0400	Fax:
Phone: 417-624-0820	Fax:		

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Bakers Branch East Wastewater Extension

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 365 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Three Million Six Hundred Forty-Eight Thousand Six Hundred Eight and 00/100 Dollars ($3,648,608.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects:
By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining

bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders

c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Three Million Six Hundred Forty-Eight Thousand Six Hundred Eight and 00/100 Dollars ($3,648,608.00)., said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the

Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counterclaims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Director of Public Works

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-507 – Approving a Contract with Motorola Solutions to provide Missouri Statewide Interoperability Network System on behalf of the Joplin Police Department

MEETING DATE
May 15, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-507 Ordinance; Exhibit "A" Motorola Solutions Agreement; Motorola Bid; Sole Source Letter

REVIEWED BY
Department Head: Leslie Haase; Police Chief: Sloan Rowland; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with Motorola Solutions to provide Missouri Statewide Interoperability Network System on behalf of the Joplin Police Department.

BACKGROUND
The MOSWIN system is the Missouri Statewide Interoperability Network System. This system will allow the Police Department to communicate by radio to public safety agencies across the State. In order for this system to work, the City must have compatible radios, as well as purchase the MOSWIN system. The City has invested just over $1 million for radios and is in the third of four phases to upgrade portable and handheld radios that are MOSWIN compatible.

The MOSWIN System will cost $637,048.00. The City is applying to Jasper County to reimburse 100% of this cost through American Rescue Plan Act (ARPA) funds. As such, this Council Bill amends revenue and expenditures in the amount of $637,048.00. The price for the MOSWIN system is only good through May 28, 2023.

FUNDING SOURCE
The budget is being amended for this item.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2023-507 ORDINANCE NO.

AN ORDINANCE approving a Contract by and between the City of Joplin and Motorola Solutions, Inc. to provide Missouri Statewide Interoperability Network System (MOSWIN) on behalf of the Joplin Police Department; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, Amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That a Contract by and between the City of Joplin and Motorola Solutions Inc. to provide Missouri Statewide Interoperability Network System (MOSWIN) on behalf of the Joplin Police Department, the City of Joplin, is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", by and on behalf of the City of Joplin, Missouri.

Section 3. That fiscal year 2022-2023 budgeted appropriations as adopted by Ordinance 2022-161 be amended by increasing revenue by the total amount of Six Hundred Thirty-Seven Thousand Forty-Eight Dollars and No Cents ($637,048.00) and increasing appropriations by the total amount of Six Hundred Thirty-Seven Thousand Forty-Eight Dollars and No Cents ($637,048.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with the expenditures of the City, and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

EXHIBIT "A"

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and City of Joplin, Missouri ("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 March 10, 2023
- C-2 "Pricing Summary & Equipment List" dated March 10, 2023
- C-3 "Implementation Statement of Work" dated March 10, 2023
- C-4 "Acceptance Test Plan" or "ATP" dated TBD
- C-5 "Performance Schedule" dated TBD

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), with Section 18 taking precedent over any other Section, 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

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

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

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.

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.

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

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

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

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

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER PARTY 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 EITHER PARTY PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

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 Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

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

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

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

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

16.4 DATA AND FEEDBACK.

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

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

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications

and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

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

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

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

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

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

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

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

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

17.9 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.

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.

Section 18 American Rescue Plan Act (ARPA) Compliance

18.1 Termination.

18.1.1 Termination for Convenience: This Agreement may be terminated by Customer without cause, in whole or in part, at any time during the term specified in this Agreement, by providing Motorola thirty (30) calendar days advance written notice of the termination. This Agreement may be suspended by Customer without cause, in whole or in part, at any time during the term specified in this Agreement, by providing Motorola thirty (30) calendar days advance written notice of the suspension.

18.1.2 Termination for Default: Customer may terminate or suspend this Agreement, in whole or in part, upon ten (10) days advance written notice if: (1) Motorola breaches any material duty, obligation, or service required pursuant to this Agreement. If this Agreement is terminated by Customer pursuant to this Agreement, Motorola shall be liable for damages, including any additional costs of procuring similar goods or services from another source. If the termination results from acts or omissions of Motorola, including but not limited to misappropriation or nonperformance of required goods, Motorola shall return to Customer immediately any funds, misappropriated or unexpended, that have been paid to Motorola by Customer.

18.1.3 Termination for Non-Appropriation: If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Agreement, Customer may, upon ten (10) days advance written notice to Motorola, terminate or suspend this Agreement in whole or in part. If this Agreement is terminated or suspended as provided in this Section: (1) Customer will be liable only for payment in accordance with the terms of this Agreement for goods and services delivered prior to the effective date of termination or suspension; and (2) Motorola shall be released from any obligation to provide such further goods and services pursuant to this Agreement as are affected by the termination or suspension.

18.1.4 Non-Waiver of Rights: Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

18.2 Equal Employment Opportunity. Motorola agrees that it will comply with Equal Employment Opportunity as outlined in 47 CFR § 90.168.

18.3 Davis-Bacon; Prevailing Wage. If applicable, Motorola agrees that it will comply with the Davis-Bacon Act, including prevailing wage requirements.

18.4 Contract Work Hours and Safety Standards Act. If applicable, Motorola agrees that it will comply with the Contract Work Hours and Safety Standards Act.

18.5 Rights to Inventions Made Under a Contract or Agreement. If applicable, Motorola agrees that it will comply with the requirements of 37 CFR Part 401, Rights to Inventions Made by Nonprofit Organizations

and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.

18.6 Clean Air Act & Federal Water Pollution Control Act. Motorola agrees that it will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.

18.7 Debarment and Suspension. Motorola affirmatively represents that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."

18.8 Byrd Anti-Lobbying Amendment. Motorola certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee or a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Motorola shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.

18.9 Procurement of Recovered Materials. Pursuant to Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Motorola shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) At a reasonable price.

18.10 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Pursuant to Public Law 115-232, Section 889, Motorola is prohibited from obligating or expending loan or grant funds to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)

18.11 Domestic Preference. Contractor should, to the greatest extent practicable under Federal award, provide a preference of the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

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

Motorola Solutions, Inc.	**Customer**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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.

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 consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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

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

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

Section 9 Commercial Computer Software

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

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

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 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 Missouri 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.

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.

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 or factory;**

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.

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: _____

MAINTENANCE, SUPPORT AND **LIFECYCLE MANAGEMENT ADDENDUM**

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

1. DEFINITIONS

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

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

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

3. TERMS AND CONDITIONS

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

3.1 MAINTENANCE AND SUPPORT SERVICES

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

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

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

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30)

days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

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

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

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

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

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

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

3.1.11 EXCLUDED SERVICES.

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

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

medium.

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

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

3.2 LIFECYCLE MANAGEMENT SERVICES

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

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

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

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

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System

Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.

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

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

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

c) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

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

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

4. PAYMENT

4.1 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 the 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 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 INFLATION ADJUSTMENT. For multi-year 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

Cyber Addendum

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

Section 1. APPLICABILITY

1.1 This Addendum sets out additional and superseding terms applicable to Customer's purchase of cyber security services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, among other subscription services,(ii) professional services, and/or (iii) retainer services (i.e., professional services when expressly purchased as a block of pre-paid hours for use, subject to expiration, within a specified period across certain offered service categories ("Retainer Services") (all collectively herein, "Services").

Section 2. ADDITIONAL DEFINITIONS AND INTERPRETATION

2.1. "Customer Contact Data" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes.

2.2 "Customer Data" means Customer data, information, and content, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data or anonymized or generalized data. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third-party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third-party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services.

2.3 "Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Services. Any Feedback provided by Customer is entirely voluntary. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users. Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

2.4 "Motorola Data" means data owned or licensed by Motorola.

2.5 "Process" or "Processing" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2.6 "Service Use Data" means data generated by Customer's use of the Services or by Motorola's support of the Services, including personal information, threat data, security threat intelligence and mitigation data, vulnerability data, threat scenarios, malicious and third-party IP information, malware, location, monitoring and recording activity, product performance and error information, threat signatures, activity logs and date and time of use.

2.7 “Statement(s) of Work” or “SOW(s)” as used in this Addendum means a statement of work, ordering document, accepted proposal, or other agreed upon engagement document issued under or subject to this Addendum. Mutually agreed upon SOWs may be attached hereto as Exhibit(s) A-1, A-2, A-3, etc., and/or are respectively incorporated by reference, each of which will be governed by the terms and conditions of this Agreement. Statements of Work may set out certain “Deliverables,” which include all written information (such as reports, specifications, designs, plans, drawings, 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 a SOW and this Agreement. The Deliverables, if any, are more fully described in the Statements of Work.

2.8 “Third-Party Data” means information obtained by Motorola from publicly available sources or its third-party content providers and made available to Customer through the products or Services.

Section 3. LICENSE, DATA AND SERVICE CONDITIONS

3.1 Delivery of Cyber Services

3.1.1 All Professional Services will be performed in accordance with the performance schedule included in a Statement of Work (“SOW”). Delivery of hours purchased as Retainer Services is at the onset of the applicable retainer period. Hours purchased as Retainer Services expire and are forfeited if not used within the Retainer period, subject to terms of use, expiration and extension, if any, as set out in the applicable SOW or ordering document. Professional Services described in a SOW will be deemed complete upon Motorola’s performance of such Services or, if applicable, upon exhaustion or expiration of the Retainer Services hours, whichever occurs first.

3.1.2 Subscription Services. Delivery of subscription services will occur upon Customer’s receipt of credentials required for access to the Services or upon Motorola otherwise providing access to the Services platform.

3.1.3 To the extent Customer purchases equipment from Motorola (“Supplied Equipment"), title and risk of loss to the Supplied Equipment will pass to Customer upon installation (if applicable) or shipment by Motorola. Customer will take all necessary actions, reimburse freight or delivery charges, provide or obtain access and other rights needed and take other requested actions necessary for Motorola to efficiently perform its contractual duties. To the extent Supplied Equipment is purchased on an installment basis, any early termination of the installment period will cause the outstanding balance to become immediately due.

3.2 Motorola may use or provide Customer with access to software, tools, enhancements, updates, data, derivative works, and other materials which Motorola has developed or licensed from third parties (collectively, “Motorola Materials”). The Services, Motorola Data, Third-Party Data, and related documentation, are considered Motorola Materials. Notwithstanding the use of such materials in Services or deliverables, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials. Motorola grants Customer and Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Services and associated deliverables solely for Customer’s internal business purposes.

3.3 To the extent Customer is permitted to access, use, or integrate Customer or third-party software, services, content, or data that is not provided by Motorola (collectively, “Non-Motorola Content”) with or through the Services, or will use equipment or software not provided by Motorola, which may be required for use of the Services (“Customer-Provided Equipment”), Customer will obtain and continuously maintain all rights and licenses necessary for Motorola to efficiently perform all contemplated Services under this Addendum and will assume responsibility for operation and integration of such content and equipment.

3.4 Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Addendum including the right to Process and use the Customer Data as set forth in Section 3.5 – Processing Customer Data, below. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and Motorola may engage sub-processors pursuant to Section 3.5.3 – Sub-processors and Third-Party Providers.

3.5 Processing Customer Data.

3.5.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide products under the Addendum, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this Addendum, along with any related documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the change order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

3.5.2 Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Services), and Motorola's use of such Customer Data in accordance with the Addendum, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's and third-party provider use) of the Customer Data as described in the Addendum or any applicable third-party agreements or EULAs.

3.5.3 Sub-processors and Third-Party Providers. Motorola may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may process and use personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all required notices and consents, if any, and comply with other applicable legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola, and its subcontractors, sub-processors and/or third-party software, hardware or services providers. Notwithstanding any provision to the contrary, to the extent the use or performance of certain Services is governed by any separate license, data requirement, EULA, privacy statement, or other applicable agreement, including terms governing third-party software, hardware or services, including open source software, Customer will comply, and ensure its Authorized Users comply, with any such agreements or terms, which shall govern any such Services.

3.5.4 Notwithstanding any provision to the contrary in this Addendum or any related agreement, and in addition to other uses and rights set out herein, Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties.

3.6 Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

3.7. Data Retention and Deletion. Except as expressly provided otherwise, Motorola will delete all Customer Data following termination or expiration of this Addendum, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination of this Addendum. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed agreement.

3.8. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Services. Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of this Addendum. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Addendum, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of this Addendum and the Primary Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data.

3.9 Customer will ensure its employees and Authorized Users comply with the terms of this Addendum and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to products and Services. "Authorized Users" are Customer's employees, full-time contractors engaged for the purpose of supporting the products and Services that are not competitors of Motorola or its affiliates, and the entities (if any) specified in a SOW or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

3.10 Motorola as a Controller or Joint Controller**.** In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall

Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate addendum to allocate the respective roles as joint controllers.

3.11 Beta or Proof of Concept Services. If Motorola makes any beta version of its Services ("Beta Service") available to Customer, or provides Customer a trial period or proof of concept period (or other demonstration) of the Services at reduced or no charge ("Proof of Concept" or "POC" Service), Customer may choose to use such Beta or POC Service at its own discretion, provided, however, that Customer will use the Beta or POC Service solely for purposes of Customer's evaluation of such Beta or POC Service, and for no other purpose. Customer acknowledges and agrees that all Beta or POC Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta or POC Service, in its sole discretion, and Motorola may discontinue any Beta or POC Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies. Notwithstanding any other provision of this Agreement, to the extent a future paid Service has been agreed upon subject to and contingent on the Customer's evaluation of a Proof of Concept Service, Customer may cancel such future paid Service as specified in the SOW or, if not specified, within a reasonable time before the paid Service is initiated.

Section 4. WARRANTY

4.1 CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT MOTOROLA DOES NOT GUARANTEE OR WARRANT THAT IT WILL DISCOVER ALL OF CUSTOMER'S SECURITY EVENTS (SUCH EVENTS INCLUDING THE UNAUTHORIZED ACCESS, ACQUISITION, USE, DISCLOSURE, MODIFICATION OR DESTRUCTION OF CUSTOMER DATA), THREATS, OR SYSTEM VULNERABILITIES. MOTOROLA DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH SECURITY EVENTS, THREATS OR VULNERABILITIES WHETHER OR NOT DISCOVERED BY MOTOROLA. MOTOROLA DISCLAIMS ANY RESPONSIBILITY FOR CUSTOMER'S USE OR IMPLEMENTATION OF ANY RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SERVICES. IMPLEMENTATION OF RECOMMENDATIONS DOES NOT ENSURE OR GUARANTEE THE SECURITY OF THE SYSTEMS AND OPERATIONS EVALUATED. CUSTOMER SHALL BE RESPONSIBLE TO TAKE SUCH ACTIONS NECESSARY TO MITIGATE RISKS TO ITS OPERATIONS AND PROTECT AND PRESERVE ITS COMPUTER SYSTEMS AND DATA, INCLUDING CREATION OF OPERATIONAL WORKAROUNDS, BACKUPS AND REDUNDANCIES.

4.2. Customer acknowledges**,** understands and agrees that the Services and products or equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, data and Customer Data, including, but not limited to, denial of access to a legitimate system user, automatic shut-down 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.

4.3. Motorola warrants that Supplied Equipment, under normal use and service, will be free from material defects in materials and workmanship for one (1) year from the date of shipment, subject to Customer providing written notice to Motorola within that period. AS IT RELATES TO THE SUPPLIED EQUIPMENT, MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

4.4. Pass-Through Warranties. Notwithstanding any provision of this Addendum or any related agreement to the contrary, Motorola will have no liability for third-party software, hardware or services resold or otherwise provided by Motorola; provided, however, that to the extent offered by third-party software, hardware or services providers and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

Section 5 LIMITATION OF LIABILITY

5.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS ADDENDUM (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

5.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THIS ADDENDUM OR ANY RELATED OR UNDERLYING AGREEMENT, WILL NOT EXCEED THE FEES SET FORTH IN THE APPLICABLE SOW OR PRICING FOR THE CYBER SERVICES UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SERVICES OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR THE CYBER SERVICES TO WHICH THE CLAIM IS RELATED DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. FOR AVOIDANCE OF DOUBT, THE LIMITATIONS IN THIS SECTION 5.2 APPLY IN THE AGGREGATE TO INDEMNIFICATION OBLIGATIONS ARISING OUT OF THIS ADDENDUM OR ANY RELATED AGREEMENTS.

5.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, SERVICES, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES; (H) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (I) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (J) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

5.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in Section 5.3 – Additional Exclusions above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any fees set forth in this Addendum or separate order for such Services, if applicable.

5.5. Representations and Standards. Except as expressly set out in this Addendum or the applicable Motorola proposal or statement of work relating to the cyber products or services, or applicable portion thereof, Motorola makes no representations as to the compliance of Motorola cyber products and services with any specific standards, specifications or terms. For avoidance of doubt, notwithstanding any related or underlying agreement or terms, conformance with any specific standards, specifications, or requirements, if any, as it relates to cyber products and services is only as expressly set out in the applicable Motorola SOW or proposal describing such cyber products or services or the applicable (i.e., cyber) portion thereof. Customer represents that it is authorized to engage Motorola to perform Services that may involve assessment, evaluation or monitoring of Motorola's or its affiliate's services, systems or products.

5.6. Wind Down of Services. In addition to any other termination rights, Motorola may terminate the Services, any SOW or subscription term, in whole or in part, in the event Motorola plans to cease offering the applicable Services to customers.

5.7. Third-Party Beneficiaries. The Addendum is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Addendum will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software, products or services included in the Services will be a direct and intended third-party beneficiary of this Addendum.

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

MOTOROLA	CUSTOMER
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____



MOTOROLA SOLUTIONS

JOPLIN, MISSOURI

EDGE AVAILABILITY **MARCH 10, 2023**

FIRM PROPOSAL

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

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Motorola Solutions, Inc.
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Chicago, IL 60661

Telephone: 1847-576-5000
Fax: 1312 614 4295

March 10, 2023

City of Joplin
602 S Main St,
Joplin, MO 64801

Dear Mr. Brian O'Dell,

Motorola Solutions, Inc. (Motorola) is pleased to have the opportunity to provide the City of Joplin with quality communications equipment and services. The Motorola project team has taken great care to propose a solution to address your needs and provide exceptional value.

MOSWIN is a Motorola Solutions ASTRO Land Mobile Radio Network. This system was competitively bid and awarded to Motorola Solutions for state-wide mission critical communications for public safety users under contract number CT182780001. The ASTRO Infrastructure included in this proposal are listed on the Missouri Department of Public Safety contract number CT182780001 and the pricing reflects these discount levels.

The City of Joplin may accept this proposal by returning a signed copy of the included Communications Systems and Services Agreement and its associated included addendums. Additional discounts included with this proposal are valid if executed in accordance with these methods by April 28, 2023.

As the industry's premier supplier of public safety solutions, Motorola possesses many unique capabilities to implement this project. Our state-of-the-art technology and successful deployment history allow us to provide effective solutions to your complex problems.

We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project. Questions or inquiries may be addressed to your Sr. Account Manager, Denise Gibbs, at 312-270-3935.

Sincerely,



Frank Galvin
Territory Vice President
MOTOROLA SOLUTIONS, INC.

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SECTION 1

SOLUTION DESCRIPTION

1.1 OVERVIEW

Motorola Solutions is pleased to provide the City of Joplin with this proposal to join the Missouri Statewide Interoperability Network (MOSWIN) ASTRO 25 radio system. This proposal includes the following features and functionality:

- Integration to the MOSWIN Zone 4 Core infrastructure.
- Edge Availability to provide a fallback operation that increases the resiliency of the traditional ASTRO 25 trunking system design. Edge Availability maintains the maximum level of trunking services, coverage, and wireline dispatch access to talkgroups in the event the sites lose communication with the ASTRO 25 Core.
- P25 TDMA and Dynamic Dual Mode (DDM) upgrades for 3 channels at the each of the existing Schifferdecker and South Mountain RF sites.
- Single 800MHz channel expansion at the South Mountain RF site.
- Following Optional Items:
    - Additional resource licenses for the MOSWIN Zone 4 Core Intelligent Middleware (IMW) server to support GPS Location on PTT services for the City of Joplin fleet of radios.
    - IMW Software Development Kit (SDK) and Customer Network Interface (CNI) from the City of Joplin's Customer Enterprise Network (CEN) to the MOSWIN Zone 4 Core IMW to support the interface to the City of Joplin's CentralSquare CAD for GPS location information.

1.1.1 Edge Availability

Motorola Solutions has included the addition of an Edge Availability Controller Server to be located at the Joplin PD Dispatch Center and serve as the Edge Availability hub site. The backhaul for the two City of Joplin existing RF sites will connect directly to the Joplin PD dispatch site using Ethernet backhaul connections through leased fiber services provided by the City. The City of Joplin will provide Ethernet backhaul transport to connect to the Jasper County 911 dispatch site to support the integration to the MOSWIN Zone 4 core. The following diagram provides an illustration of how the existing the Edge Availability Hub, installed at the City of Joplin PD, will be integrated to support the existing City of Joplin RF and Dispatch sites connected to the MOSWIN Zone 4 Core (via Jasper County).

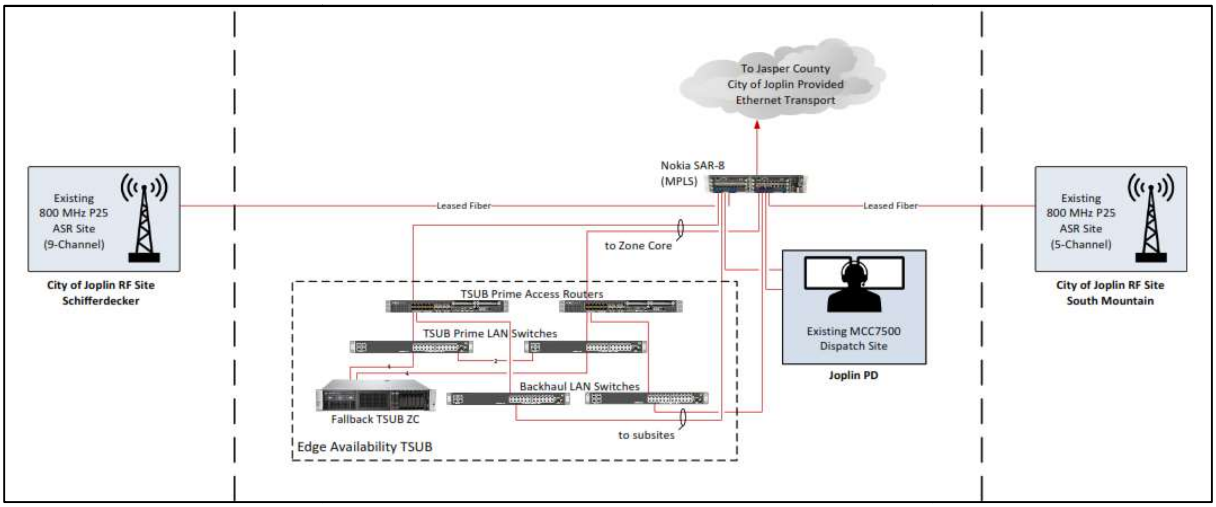


Figure 1-1: City of Joplin Edge Availability

The Edge Availability feature provides continuous site-to-site communications, roaming, and wireline dispatch by grouping together local sites (“subsystems”). Should communication with the ASTRO 25 Core become unavailable, Edge Availability will pass call control from the central core to the “edge subsystems”. These edge subsystems will provide continuous communications for regional dispatch and RF site users until communication to the ASTRO 25 Core is restored. Edge subsystems provide multi-site communications and continuous access to all talkgroups, while maintaining Emergency Alarm Indications, Console Priority, and Radio Access Controls.

Edge Availability offers an enhanced level of operations to Site Trunking, which is the standard fallback mode when the ASTRO 25 Core is not available. The “Edge Controller” maintains local call processing, voice-only trunking and conventional services to a local edge subsystem. Maintaining wireline communications between local sites significantly reduces the need for control stations. When the ASTRO 25 Core becomes unavailable, the Edge Controller will be activated automatically and dispatchers will receive a notification that “Edge Availability Mode” has been activated. The same automated process is used once the ASTRO 25 Core is restored.

1.1.2 P25 TDMA Advantage

Time Division Multiple Access (TDMA) is an efficient way of utilizing more Talkpaths out of the same GTR base radios. With Frequency Division Multiple Access (FDMA), every conversation requires a single channel for a single Talkpath as every channel requires its own base radio. P25 TDMA however takes the channel and splits it to enable two conversations (Talkpaths) simultaneously while still using a single base radio. With the addition of P25 TDMA operation, the ASTRO 25 system leverages 2:1 TDMA channel efficiency to double voice path capacity (Figure 1-1), as compared to a P25 FDMA channel (Figure 1-2).

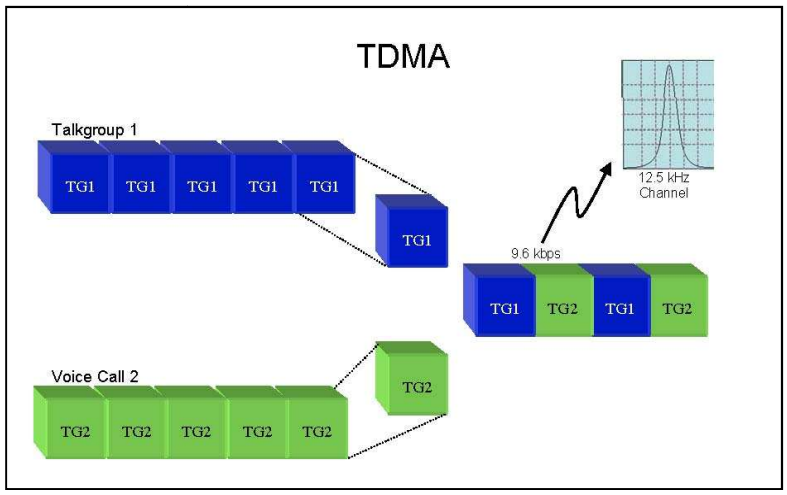


Figure 1-2: TDMA Operation divides a radio frequency into time slots and then allocates slots to calls.

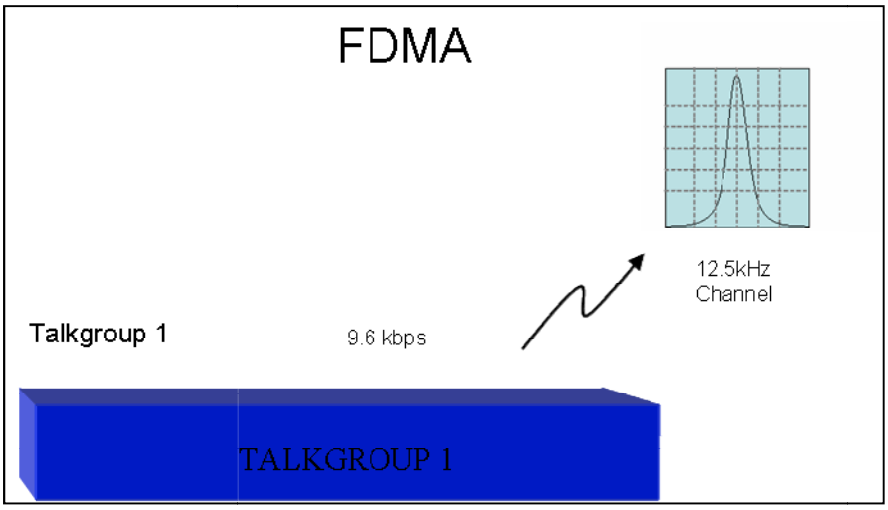


Figure 1-3: FDMA Operation divides spectrum into frequencies, which are then assigned to calls.

1.1.3 FDMA and TDMA Capability (Dynamic Dual Mode)

The ASTRO 25 system has advanced capabilities that will ensure that TDMA sites have the ability to support FDMA user radios. Dynamic Dual-Mode (DDM) provides the capability for any base station in the system to dynamically operate in either FDMA or TDMA mode. The mode is determined by the capabilities of the units participating in the call with no user intervention.

The channels can be selectively configured to operate as either TDMA-only, FDMA-only, or both (DDM). With DDM, the system will enable P25 FDMA and P25 TDMA subscribers to communicate transparently with other users, requiring no intervention from users or network operators. Similarly, dispatch operators will be able to automatically coordinate between P25 TDMA radio users and P25 FDMA radio users with no need to track or patch users together.

Dynamic Dual Mode enables users to interoperate between P25 FDMA and TDMA call types on the same channel. DDM includes two features: Dynamic Channel Assignment and Dynamic Talkgroup Assignment:

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

1.2 BACKHAUL CONSIDERATIONS

1.2.1 Nokia 7705 SAR MPLS Router

In order to integrate to the MOSWIN Zone 4 Core network, Motorola has included a Nokia 7705 Service Aggregation Router (SAR) to be located at the Joplin PD Dispatch site. The 7705 SAR is the same series of devices used in Jasper County and will allow seamless integration and future flexibility for enhanced system reliability as the system grows, and alternate paths become available.

With depth in routing protocols, service scaling, security, and timing, the 7705 SAR meets the rigorous demands of mission critical networks. One SAR-8 chassis is included for the Joplin PD dispatch site minimizing the equipment footprint and subsequent energy costs. The SAR-8 delivers highly available services over a wide variety of network topologies. Strong QoS capabilities deliver customer satisfaction and the ability to differentiate service levels.

1.2.2 Customer Provided Backhaul Performance Criteria

The proposed ASTRO 25 network will be interconnected using a shared network backhaul system provided by the City of Joplin and Jasper County. Motorola supports various Ethernet based backhaul network architectures. In doing so, Motorola conceals the mission critical audio and/or data as it traverses the shared backhaul network providing a level of isolation for the Motorola ASTRO 25 Radio System network from the shared network offering tremendous flexibility. However, since the Radio Network is sending real-time mission critical audio and/or data, it is important that minimum network transport performance metrics be met. This section helps define those important network performance criteria needed for successful public safety communication deployments. Motorola and the City of Joplin will work hand in hand in defining these various sections outlined below.

1.2.2.1 Network Design Parameters

Shared networks have inherent characteristics such as latency, jitter and packet loss that impact the behavior of the ASTRO 25 system. This is of special concern as each characteristic can significantly impact voice performance due to its real-time nature if not fully understood and controlled. Motorola is providing the information in the following sections to assist the City with

the design of the new backhaul network to ensure the ASTRO 25 network is able to perform as designed.
In general, there are four primary characteristics that describe the impairments/performance of a backhaul network:

- ***Bandwidth*** is a key factor to ensuring proper performance of the ASTRO 25 system. During system planning, decisions must be made related to provisioning bandwidth for each site to provide efficient transport for the required system services such as voice calls, control messages, data service, and network management.
- ***Latency*** (defined per RFC 2861) directly impacts system access time. The latency for all links in the network needs to be understood and quantified to meet the system access time requirements.
- ***Jitter*** is the variation in latency. Audio relies on a constant, steady, delivery of voice packets from the source to all the destinations. Packet hold-off mechanisms can be used to manage jitter at the cost of increasing audio throughput delay. If the jitter in the network exceeds the limits of the packet hold-off timers then the voice stream will be affected and audio holes, loss of intelligibility, etc. will be observed, and the overall voice conversation will degrade.
- ***Packet loss*** (defined per RFC 2680) can result from exceeding jitter budgets or actual packet loss in the network. Unlike jitter, packet loss cannot be mitigated and has an immediate impact to speech quality. The probability of packet loss needs to be kept extremely low to prevent site backhaul sourced audio quality issues. The specification for end to end packet loss is no more than 0.01%. Packet loss is additive and is combined among all the link segments.

NOTE: Packet Reordering manifests itself as lost packets. As mentioned above, packet loss has an immediate and important effect on speech quality. Manipulating the packets to their correct order, while feasible, adds a significant amount of audio throughput delay and is not implemented or supported in an ASTRO 25 system.

There is considerable planning and analysis required to understand these parameters to guarantee that access times and audio quality will be acceptable. If the planning and analysis is not done, and the constraints on the above impairments are not met, the ASTRO 25 system will be at an increased risk for performance related problems. In most cases, actual data is needed from the backhaul network provider to calculate latency and jitter statistics and ensure they do not exceed the recommended values.

Each existing City of Joplin ASR site (i.e. Shifferdecker and S. Mountain) will require a single connection to the Edge Availability Hub located at Joplin PD with a minimum ***Bandwidth*** of 1 Mbps, ***Latency*** and ***Jitter*** not to exceed 10ms, and ***Packet Loss*** less than 0.01%.

Additonally, the path connecting the Edge Availability Hub at Joplin PD to the MOSWIN Zone 4 Primary Core located in Springfield and MOSWIN Zone 4 DSR Core in Jasper County must provide an estimated ***Bandwidth*** of 5.1 Mbps, ***Latency*** and ***Jitter*** not to exceed 10ms, and ***Packet Loss*** less than 0.01%

1.2.2.2 Service Demarcation

All ASTRO 25 service demarcation points must be copper RJ45 and capable of auto-negotiation up to 1 Gbps and should be readily accessible within 20 feet of Motorola Solutions provided equipment. All demarcation points must be untagged.

1.2.2.3 Quality of Service

Motorola highly recommends that all backhaul networks support end-to-end Quality of Service or QoS. Motorola systems like most Voice over IP systems are designed with the assumption that the network ensures delay sensitive traffic is given highest priority on the network.

The two goals for implementing QoS is to preserve the QoS markings required by the Radio Network Infrastructure and to ensure that audio is given preference as it traverses the backhaul network. ***Motorola site gateways send pre-marked packets with DSCP values that we expect the backhaul to preserve and treat accordingly during periods of high congestion.***

Failure to support end-to-end QoS can result in erratic system behavior, in particular, audio quality may be impacted. The danger of this impact is most likely to occur when network traffic is greatest which often coincides with the occurrence of a public safety event.

1.3 SYSTEM DIAGRAM

The following figure provides a high level view of the overall solution:

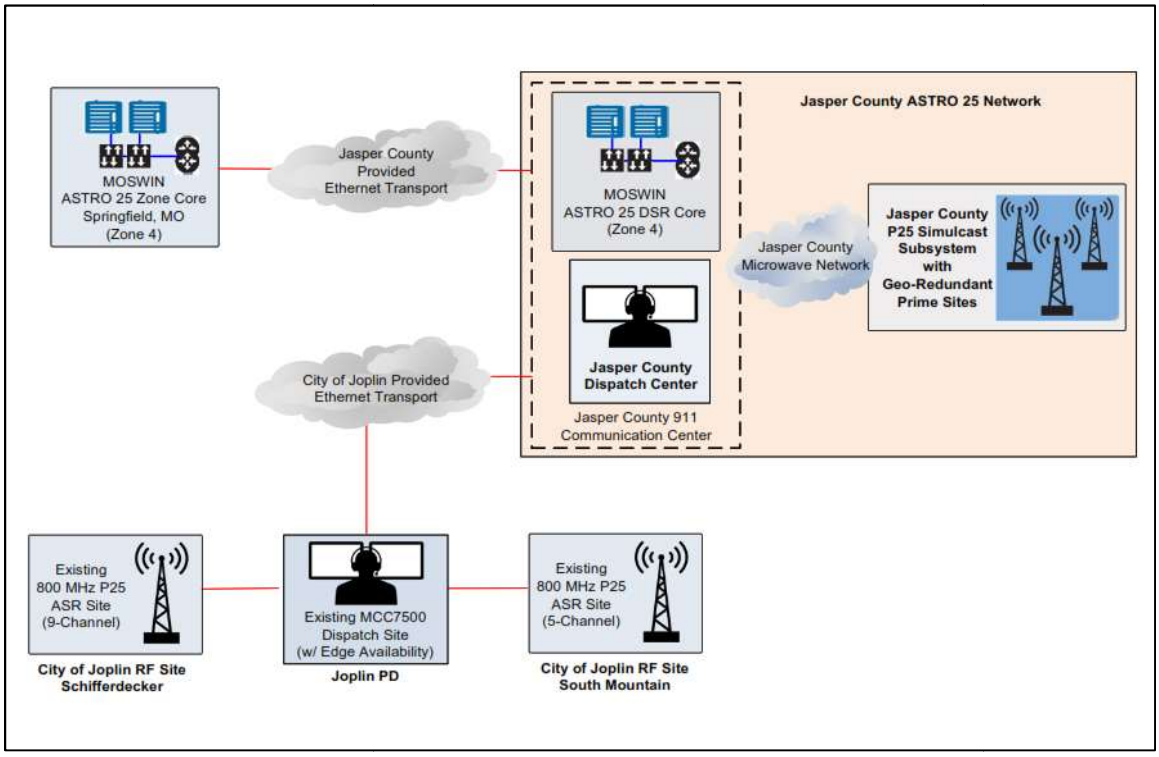


Figure 1-4: City of Joplin Solution Overview

1.4 PROPOSED EQUIPMENT CONFIGURATION

The equipment configuration for each site is summarized below:

Springfield, MO

MOSWIN Zone 4 Core Site

- Core Licenses
  - One (1) TDMA Trunking Site Licenses
  - Two (2) Dynamic Talkgroup Site Licenses
  - Six (6) P25 TDMA Base Radio Licenses
  - Six (6) Dynamic Channel Base Radio Licenses
  - One (1) Location on PTT 500 User Licenses (Optional)
  - Existing FDMA Trunking Sites, Radio Users, and MCC7500 Console licenses will be transferred to the MOSWIN core.
- Optional Equipment
  - Intelligent Middleware (IMW) Server
    - Resource License expansion for Presence – 400 total
    - Resource License expansion for Location – 400 total
    - IMW Software Development Kit (SDK) for integration to CAD
  - Core Licenses
    - One (1) Location on PTT 500 User Licenses

City of Joplin Schifferdecker RF Site (Existing)

- One (1) 7705 SAR-8 MPLS Router
- Two (2) SRX345 Site Gateways
- TDMA/DDM Upgrade
  - Software upgrades for three (3) existing GTR8000 base stations

City of Joplin South Mountain RF Site (Existing)

- Two (2) SRX345 Site Gateways
- TDMA/DDM Upgrade
  - Software upgrades for three (3) existing GTR8000 base stations
- One (1) 800 MHz Channel Add
  - Software and hardware for addition of one (1) GTR8000 base station

City of Joplin PD Dispatch Site (Existing)

- One (1) HP DL380 G10 Edge Availability Controller Server
- Two (2) Juniper SRX1500 Prime Access Routers
- Two (2) HP Aruba 2930F 24-Port LAN Switches (TSub)
- Two (2) HP Aruba 2930F 24-Port LAN Switches (Backhaul)
- MCC7500 Dispatch Site Network Upgrade
  - Two (2) SRX345 Console Site Routers
  - Two (2) HP2930F 24-port Console Site LAN Switches

SECTION 2

ASSUMPTIONS

Motorola Solutions has made several assumptions in preparing this proposal. Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- The City of Joplin is responsible for Ethernet backhaul transport to support the following connections:
  - City of Joplin PD Edge Availability Hub site and the MOSWIN Zone 4 Primary Core located in Springfield, MO.
  - City of Joplin PD Edge Availability Hub site and the MOSWIN Zone 4 DSR Core located at the Jasper County 911 dispatch site.

  Services supported by the above connections include:
    - Zone Core site links for Edge Availability Hub Site located at Joplin PD
    - CNI connection to MOSWIN Zone 4 IMW for GPS location data (if the optional location services are purchased)

- The City of Joplin is responsible for Ethernet backhaul transport to support the following connections:
  - City of Joplin PD Edge Availability Hub site and the existing Schifferdecker ASR site.
  - City of Joplin PD Edge Availability Hub site and the existing South Mountain ASR site.

  For all customer supplied backhaul circuits:
  - All demarcation points must be untagged and readily accessible within 20 feet of Motorola Solutions provided equipment (Site Gateways)
  - Prior to acceptance testing and beneficial use of the system, All ASTRO 25 services will be required to pass a time appropriate Y.1564 test configured with the link metrics for each link being tested. The metrics to be tested will include (at a minimum): IPTD, IPDV, IIPLR, Bandwidth and QoS. These tests must be completed by Motorola Solutions prior to system acceptance
- Existing GGM 8000 gatways will be re-purposed for use in the CNI integration for accessing GPS location information from the MOSWIN Zone 4 IMW. (if the optional location services are purchased)
- TDMA upgrades for subscribers are not included.
- The City of Joplin is responsible for obtaining any FCC required modifications to existing licenses, or any new required licenses.
- For the South Mountain site channel add, the new frequency must be at least 150 kHz apart from any existing channel frequencies. This will allow reuse of the existing combiner and antenna system.

- Existing mobile and portable radios are enabled with GPS functionality to allow for location updates. Upgrades for any radios not equipped with this feature are not included with this proposal.
- Motorola will provide a Software Development Kit to the City of Joplin's CAD vendor (CentralSquare) to allow for integration to the IMW to retrieve GPS location data for the City of Joplin radio fleet. City of Joplin is responsible for any costs from CentralSquare associated with this integration. (if the optional location services are purchased)
- Motorola will transfer the following City of Joplin existing Zone Core licenses to the MOSWIN Zone 4 Core servers.

Qty	Nomenclature	Description
3	UA00144	Zone Historical Reports
1	UA00159	P25 TDMA Trunking Site
2	UA00141	Unified Event Manager (UEM)
3	UA00145	ZoneWatch
4	UA00156	Dispatch Logging Positions (5-pack)
2	UA00151	Affiliation Display
3	UA00136	Unified Network Configurator (UNC)
5	UA00152	Radio User Licenses (500 pack)
2	UA00150	Dynamic Reports
1	UA00140	Dynamic Shared Services
1	UA00148	Dynamic Frequency Blocking
3	UA00147	Provisioning Manager
4	UA00149	Radio Control Manager

- Joplin's existing NM Client is supported on the MOSWIN Zone 4 System Release. Connectivity for remote NM Clients to/from the Zone Core is the responsibility of MOSWIN and City of Joplin.

  This proposal and all options have dependencies with MOSWIN, JASCO and Zone 4. Execution of this proposal cannot be approved until these stakeholders have reviewed and approved of the proposed design.

SECTION 3

EQUIPMENT LIST

SHIP TO	BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
MOSWIN Z4	CORE	1	-	1	**SQM01SUM0323**	ASTRO MASTER SITE
MOSWIN Z4	CORE	1	a	1	**CA03517AD**	ADD: CORE EXPANSION
MOSWIN Z4	CORE	1	b	1	UA00159AB	ADD: P25 PHASE 2 TDMA TRKNG OP SITE LIC
MOSWIN Z4	CORE	1	c	2	**UA00160AA**	ADD: PHASE 2 DYNAMIC TG ASGNMT SITE LIC
MOSWIN Z4	CORE	1	d	6	**UA00161AA**	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
MOSWIN Z4	CORE	1	e	6	**UA00162AA**	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
MOSWIN Z4	CORE	1	f	1	**CA01316AA**	ADD: UNC ADDTL DEVICE LIC (QTY 10)
Joplin PD	EDGE	8	-	2	T8493	EDGE & HUB ROUTER & FIREWALL - AC
Joplin PD	EDGE	8	a	2	CA03445AA	ADD: MISSION CRITICAL HARDENING
Joplin PD	EDGE	8	b	2	CA03448AA	ADD: STATEFUL FIREWALL
Joplin PD	EDGE	9	-	2	CLN1868	2930F 24-PORT SWITCH
Joplin PD	EDGE	10	-	2	CLN1868	2930F 24-PORT SWITCH
Joplin PD	EDGE	11	-	1	**SQM01SUM0299**	EDGE CONTROLLER SERVER
Joplin PD	EDGE	11	a	1	**CA03120AE**	ADD: EDGE CONTROLLER BASE SW 2021.1
Joplin PD	EDGE	11	b	1	**CA03121AA**	ADD: EDGE CONTROLLER MULTI-SITE SW
Joplin PD	EDGE	11	c	1	**CA03082AA**	ADD: LXN OPEN RACK INSTALL KIT
Joplin PD	NETWORK	12	-	2	**T8492**	SITE ROUTER & FIREWALL- AC
Joplin PD	NETWORK	12	a	2	**CA03445AA**	ADD: MISSION CRITICAL HARDENING
Joplin PD	NETWORK	12	b	2	**CA03448AA**	ADD: STATEFUL FIREWALL
Joplin PD	NETWORK	13	-	2	CLN1868	2930F 24-PORT SWITCH
Joplin PD	NETWORK	14	-	2	CLN1866	FRU: 1M DAC CABLE
Schifferdecker	GTR8000	15	-	1	T7140	G-SERIES SOFTWARE UPGRADE
Schifferdecker	GTR8000	15	a	3	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
Schifferdecker	GTR8000	15	b	3	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
Schifferdecker	NETWORK	16	-	2	T8492	SITE ROUTER & FIREWALL- AC
Schifferdecker	NETWORK	16	a	2	**CA03445AA**	ADD: MISSION CRITICAL HARDENING
Schifferdecker	NETWORK	16	b	2	**CA03448AA**	ADD: STATEFUL FIREWALL

SHIP TO	BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
S. Mountain	GTR8000	17	-	1	**T7140**	G-SERIES SOFTWARE UPGRADE
S. Mountain	GTR8000	17	a	3	**CA01903AA**	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
S. Mountain	GTR8000	17	b	3	**CA01966AA**	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
S. Mountain	GTR8000	18	-	1	**T7071**	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
S. Mountain	GTR8000	18	a	1	**CA00855AA**	ADD: 700/800 MHZ
S. Mountain	GTR8000	18	b	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
S. Mountain	GTR8000	18	c	1	X591AE	ENH: ASTRO 25 SITE REPEATER SW
S. Mountain	NETWORK	19	-	2	T8492	SITE ROUTER & FIREWALL- AC
S. Mountain	NETWORK	19	a	2	CA03445AA	ADD: MISSION CRITICAL HARDENING
S. Mountain	NETWORK	19	b	2	CA03448AA	ADD: STATEFUL FIREWALL
Joplin PD	MPLS	20	-	1	DSMW3HE06791AA	SAR-8 SHELF V2
Joplin PD	MPLS	21	-	1	DSMW3HE02784PA	SAR RELEASE 21.X BASIC OS LICENSE
Joplin PD	MPLS	22	-	1	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP - 48VDC
Joplin PD	MPLS	23	-	2	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V
Joplin PD	MPLS	24	-	2	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP
Joplin PD	MPLS	25	-	6	DSMW3HE00028CA	SFP - GIGE LX - LC ROHS 6/6 DDM -40/85C
Joplin PD	MPLS	26	-	2	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER
Joplin PD	MPLS	27	-	2	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING
SYSTEM	MPLS	28	-	1	DSMW3HE06791AA	SAR-8 SHELF V2
SYSTEM	MPLS	29	-	1	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP - 48VDC
SYSTEM	MPLS	30	-	1	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V
SYSTEM	MPLS	31	-	1	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP
SYSTEM	MPLS	32	-	2	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER

OPTIONAL LOCATION ON PTT ITEMS

SHIP TO	BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
MOSWIN Z4	CORE	1	-	1	**SQM01SUM0323**	ASTRO MASTER SITE
MOSWIN Z4	CORE	1	a	1	**CA03517AD**	ADD: CORE EXPANSION
MOSWIN Z4	CORE	1	g	1	UA00482AA	ADD : LOCATION ON PTT 500 USER LICENSE
Joplin PD	IMW	2	-	1	T8108	UNS RESOURCE EXPANSIONS
Joplin PD	IMW	2	a	1	**CA03096AA**	ADD: ADDITIONAL RESOURCES TO AN EXISTING SERVICE
Joplin PD	IMW	2	b	1	**UA00013AA**	ADD: 201-400 RESOURCES FOR LOCATION
Joplin PD	IMW	2	c	1	**UA00054AA**	ADD: 201-400 RESOURCES FOR PRESENCE
Joplin PD	IMW	3	-	1	**T8086**	IMW UPG TO LATEST SHIPPING SOFTWARE ASTRO/LTE
Joplin PD	IMW	3	a	1	**CA03610AA**	IMW 3RD PARTY SOFTWARE UPGRADE KIT

SECTION 4

STATEMENT OF WORK

This section, known as the Statement of Work (SOW), describes the deliverables to be furnished to Joplin, MO and the tasks to be performed by Motorola, its subcontractors, and Joplin, MO ("Customer") to implement the solution described in this proposal. It describes the actual work involved in installation and clarifies the responsibilities for both Motorola and Customer during the project implementation.

4.1 KICKOFF/DETAILED DESIGN REVIEW

Shortly after executed contract, Motorola and Customer shall schedule a detailed design review at Customer provided meeting location. Motorola shall present in detail all documents and services described to support this solution. Any mutually agreed changes to the originally contracted design shall be captured via change order. Motorola will be responsible for updating applicable documents, pricing, etc. as required for final Customer approval. The design shall be final or 'locked down' when both parties sign a Detailed Design Review milestone completion certificate to be drafted and presented by Motorola. Once signed by both parties any subsequent changes shall be captured again via the change order process as described below.

4.2 CUTOVER AND ACCEPTANCE TEST PLANS

Once the Design Review is complete a critical step is developing comprehensive cutover and acceptance testing plans. The acceptance test plan (ATP) covers testing of all included features and functions for the installed equipment in order to verify that the solution operates according to its design and the Customer's satisfaction. Motorola Solutions will develop and present a preliminary ATP and review in detail with the Customer. Both parties shall agree to a final ATP prior to scheduling an ATP at the appropriate time. Motorola Solutions will be responsible for documenting and distributing the final ATP. Both parties will sign the ATP acknowledging completion and passing of all tests.

The cutover plan details out the timeline of critical events or steps that will guide the collective responsibilities of both Motorola Solutions and Customer leading up to, during, and following the actual transition from the Customer's current technology to the newly installed technology. Motorola Solutions and the Customer shall meet as needed to discuss and develop a mutually agreed to cutover plan. Motorola Solutions will be responsible for documenting and distributing the final cutover plan.

4.3 SITE READINESS SURVEY

Prior to starting any site equipment installations, Motorola and Customer shall conduct a site readiness review at each job site to examine existing work, work performed by

others, or work not included in this SOW, that is required to support the new equipment. The site readiness review documents any conditions that will prevent start of site upgrade or equipment installation work to be performed by Motorola and its subcontractors. Issues will be noted and responsible party(ies) must correct their deficiencies prior to system installation. Additional walks may be needed to confirm deficiencies have been properly corrected. The following table describes the tasks and assignments involved with installation and configuration of the provided solution.

4.4 CHANGE ORDERS

Change orders can be initiated by either Party and within the general scope of the awarded contract 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, Implementation schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written, jointly signed change order.

4.5 PROJECT SCHEDULE

A final project schedule will be developed between Motorola Solutions and JOPLIN, MO prior to installation.

4.6 ACCEPTANCE TEST PLAN

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that JOPLIN, MO's solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities. A detailed FATP will be developed and finalized during project implementation.

4.7 TRAINING IS NOT INCLUDED

4.8 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Procure and/or manufacture Motorola provided equipment.
- Perform Site Readiness Review with Customer confirming job site(s) is ready to receive equipment.
- Load core licenses on MOSWIN Zone 4 core.
  - Includes adding licenses to existing Intelligent Middleware server.
- Perform P25 TDMA and Dynamic Dual Mode software upgrades for three (3) existing GTR8000 base stations at each RF site.

- Program and configure the new 800 MHz channel at South Mountain RF site with Customer provided, licensed frequency.
- Install Console Alias Manager software on Customer designated Consoles at the Joplin Dispatch Center.
- If Location Purchased: Issue Software Development Kit to Customer's CAD vendor.
- Prepare new and existing (i.e. RF and Dispatch) equipment for final system integration and acceptance testing.
  - Edge Availability Network equipment.
  - Two (2) ASR sites.
  - Five (5) 7500's with VPM' Consoles with AIS (Customer provided logger) today
    - NOTE: Customer is responsible for any needed changes with their logging recorder.
- Configure Edge Availability network equipment
- Perform Final Acceptance Testing (ATP) with Customer to confirm new equipment operates as designed.
  - All test must pass for ATP to be considered final.
- Provide Customer with final documentation of the newly installed equipment.
- Perform Motorola responsibilities as outlined in Section 7.3 for Deploying Managed Detection and Response Service (replaces Security Monitoring) prior to warranty start.
- Review with Customer equipment necessary for transitioning to warranty support.

4.9 CUSTOMER RESPONSIBILTIES

- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Providing adequate equipment rack space, cable trays, wall penetrations, main and back-up AC power sources (i.e. outlets, generator, UPS).
- Pick-up, deliver, and install Motorola provided equipment in Customer provided equipment rack space.
  - Includes providing and fabricating required cables between equipment or demarcation points (i.e. punch blocks, devices).
- FCC Licensing of the new RF channel.
- Connect equipment to Customer provided power outlet.
- Customer is responsible for any needed changes with their logging recorder.
- Properly install and ground all new equipment to existing site ground system.
- See Section 2 for additional Customer responsibilities.

- Coordinate any required subscriber fleet mapping and ID's with MOSWIN.
- Perform any required programming of existing subscribers. This includes development or modification of existing templates.
- Any site/location upgrades or modifications necessary to accommodate the new equipment are the responsibility of the customer.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- Coordinate the activities of all Customer vendors or other contractors necessary to support installation of the new console equipment.
- Perform Customer responsibilities as outlined in Section 7.3 for Deploying Managed Detection and Response Service (replaces Security Monitoring) prior to warranty start.

4.10 FINAL ACCEPTANCE

Final Acceptance will occur upon successful completion of the mutually agreed to Acceptance Test Plan. Upon Final Acceptance, Motorola and Customer will memorialize this event by promptly executing a System Acceptance Certificate that is included in the Contract. See Contract for additional terms that apply to Final Acceptance.

SECTION 5

MAINTENANCE SUPPORT PLAN

5.1 WARRANTY MAINTENANCE SUPPORT SERVICES

Motorola Solutions has extensive experience supporting Mission–Critical communications for public safety and public service Customers. Our technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

MOTOROLA 1st YEAR WARRANTY SUPPORT

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

In addition to Motorola's standrd commercial warranty, Motorola provides standard and customized support packages to meet your new equipment support needs. We have included our Essential Service Package with the following additional support services:

- Infrastructure Repair (included in Essential Support Package)
- Advanced Replacement (included in Essential Service Package)
- Remote Technical Support (included in Essential Support Package)
- Security Update Service (included in Essential Service Package)
- Network Monitoring
- ActiveEye Managed Detection and Response (MDR replaces Security Monitoring)
- Customer Technician Dispatch
- SUAII

See Section 6 for Essential Service Package Overview and Statement of Work.

See Section 7 for MDR Overview and Statement of Work (includes deployment)

See Section 8 for Network Monitoring, Customer Technician Dispatch, and SUAII Overviews and Statements of Work.

ESSENTIAL SERVICES STATEMENT OF WORK

6.1 OVERVIEW

Motorola Solutions' ASTRO® 25 Essential Services (Essential Services) provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Essential Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Essential Services consist of the following elements:

- Remote Technical Support
- Network Hardware Repair
- Security Update Service

Each of these elements is summarized below and expanded upon in Section 6.3: Essential Services Detailed Description. In the event of a conflict between the descriptions below and an individual subsection of Section 6.3: Essential Services Detailed Description, the individual subsection prevails.

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy (SwSP).

Remote Technical Support

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

Network Hardware Repair

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.

Security Update Service

Motorola Solutions will pre-test third party security updates to verify they are compatible with the ASTRO 25 network. Once tested, Motorola Solutions posts the updates to a secured extranet website, along with any recommended configuration changes, warnings, or workarounds.

6.2 MOTOROLA SOLUTIONS SERVICE DELIVERY ECOSYSTEM

Essential Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.

6.2.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24/7/365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management (CRM) system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

The CMSO coordinates with the field service organization that will serve the Customer locally.

6.2.2 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan (CSP) in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.

The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services.

6.2.3 Repair Depot

The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All

products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.

6.2.4 MyView Portal

Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes:

- Remote Technical Support: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Network Hardware Repair: Track return material authorizations (RMA) shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
- Security Update Service: View available security updates. Access available security update downloads.
- Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details.

The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.

6.3 ESSENTIAL SERVICES DETAILED DESCRIPTION

Due to the interdependence between deliverables within the detailed sections, any changes to or any cancellation of any individual section may require a scope review and price revision.

6.3.1 Remote Technical Support

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

Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

6.3.1.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution (CIR), providing incident restoration and service request fulfillment for Motorola Solutions' currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola Solutions' CRM system, and Motorola Solutions will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola Solutions will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO Operations Center classifies and responds to each technical support request in accordance with Section 6.4: Priority Level Definitions and Response Times.

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

6.3.1.2 Scope

The CMSO Service Desk is available via telephone 24/7/365 to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 6.4: Priority Level Definitions and Response Times.

6.3.1.3 Inclusions

Remote Technical Support service will be delivered for Motorola Solutions-provided infrastructure, including integrated third party products.

6.3.1.4 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSI-HELP) 24/7/365 to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section 6.4: Priority Level Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

6.3.1.5 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Emergency on-site visits required to resolve technical issues that cannot be resolved by the CMSO working remotely with the Customer's technical resource.
- Customer training.

- Remote Technical Support for network transport equipment or third party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

6.3.1.6 Customer Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete CSP.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section 6.4: Priority Level Definitions and Response Times.
- Cooperate with Motorola Solutions, and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support.
- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third party elements provided by the Customer, the Customer agrees to obtain all third party consents or licenses required to enable Motorola Solutions to provide the service.

6.3.2 Network Hardware Repair with Advanced Replacement

Motorola Solutions will provide hardware repair for Motorola Solutions and select third party infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

6.3.2.1 Description of Service

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

Network Hardware Repair is also known as Infrastructure Repair.

6.3.2.2 Scope

Repair authorizations are obtained by contacting the CMSO organization Service Desk, which is available 24/7/365. Repair authorizations can also be obtained by contacting the CSM.

6.3.2.3 Inclusions

This service is available on Motorola Solutions-provided infrastructure components, including integrated third party products. Motorola Solutions will make a commercially reasonable effort to repair Motorola Solutions manufactured infrastructure products after product cancellation. The post-cancellation support period of the product will be noted in the product's end-of-life (EOL) notification.

6.3.2.4 Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24/7, to request repair service.
- Provide repair return authorization numbers when requested by the Customer.
- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola Solutions infrastructure:
  - Perform an operational check on infrastructure components to determine the nature of the problem.
  - Replace malfunctioning components.
  - Verify that Motorola Solutions infrastructure components are returned to applicable Motorola Solutions factory specifications.
  - Perform a box unit test on serviced infrastructure components.
  - Perform a system test on select infrastructure components.
- Conduct the following services for select third party infrastructure:
  - When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found (NTF) to third party vendor for repair.
  - When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service.
  - Track infrastructure components sent to the original equipment manufacturer or third party vendor for service.
  - When applicable, perform a post-test after repair by original equipment manufacturer or third party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola Solutions system configuration.
- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section 6.3.2.6: Customer Responsibilities. If the Customer's software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time (CST), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business

hours or carrier programs, such as next flight out (NFO). In such cases, the Customer will be responsible for paying shipping and handling charges.

6.3.2.5 Limitations and Exclusions

Motorola Solutions may return infrastructure equipment that is no longer supported by Motorola Solutions, the original equipment manufacturer, or a third party vendor without repairing or replacing it. The following items are excluded from this service:

- All Motorola Solutions infrastructure components over the post-cancellation support period.
- All third party infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's, and test equipment.
- Racks, furniture, and cabinets.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

6.3.2.6 Customer Responsibilities

- Contact or instruct servicer to contact the Motorola Solutions CMSO organization, and request a return authorization number prior to shipping malfunctioning infrastructure components.
- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.
- Indicate if Motorola Solutions or third party infrastructure components being sent in for service were subjected to physical damage or lightning damage.
- Follow Motorola Solutions instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola Solutions and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.

- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
- Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.
- Provide Motorola Solutions with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third party consents or licenses required to enable Motorola Solutions to provide the service.

6.3.2.7 Repair Process

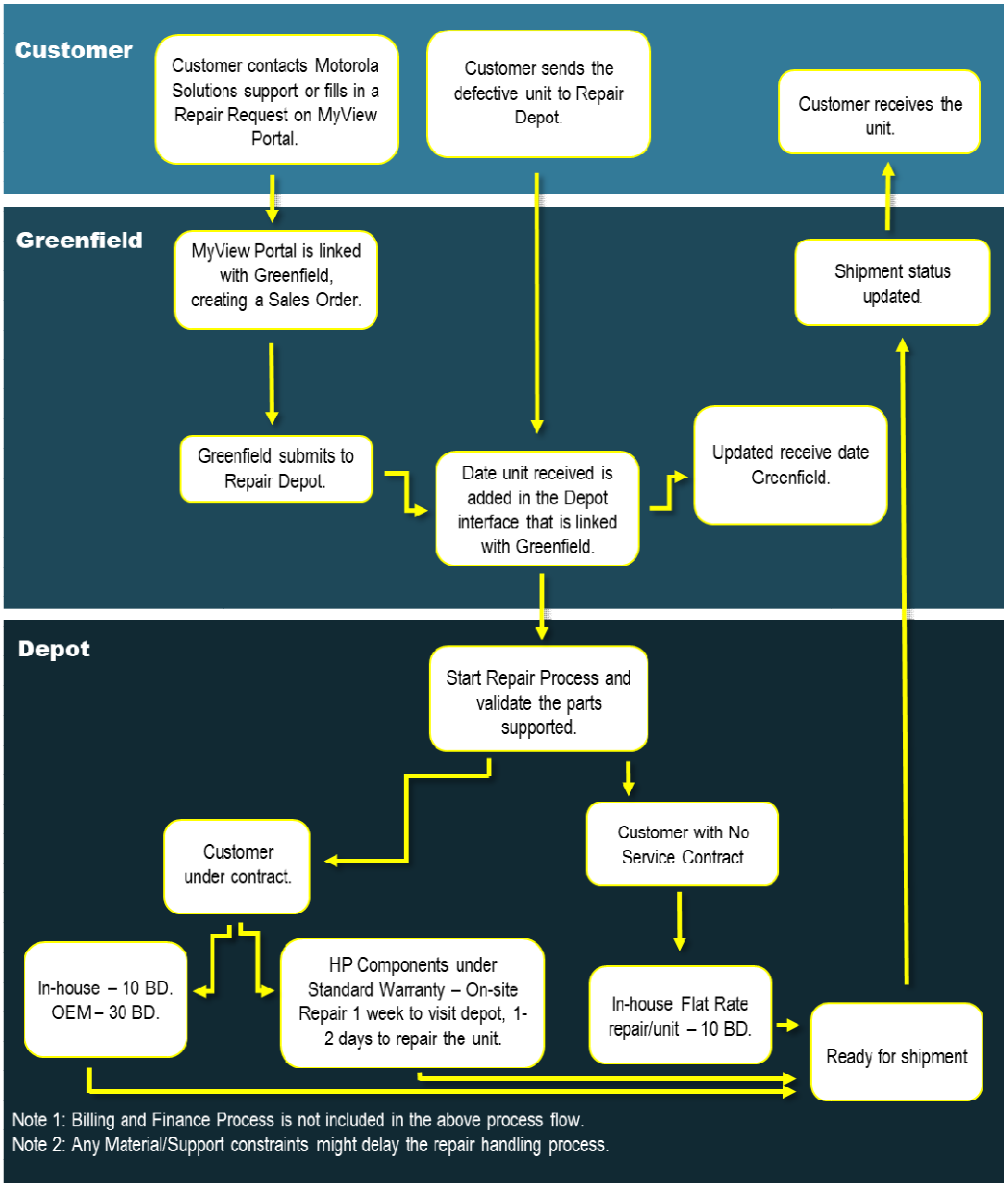


Figure 6-1: Repair Decision Process

6.3.2.8 Advanced Replacement

As an addition to Hardware Repair service, Advanced Replacement is a repair exchange service for Motorola Solutions and select third party infrastructure components supplied by Motorola Solutions. When available, Motorola Solutions will provide the Customer with advanced replacement units or Field Replacement Units (FRU) in exchange for the Customer's malfunctioning equipment. A Motorola Solutions-authorized repair depot will evaluate and repair malfunctioning equipment, and add that equipment to the depot's FRU inventory after completing repairs.

Customers who prefer to maintain their own FRU inventory may request a “Loaner” FRU while their unit is being repaired. Refer to Figure 6-2: Advanced Replacement or Loaner Decision Process for details on the unit loan process.

6.3.2.8.1 Added Motorola Solutions Responsibilities for Advanced Replacement

- Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- Provide new or reconditioned FRU’s to the Customer upon request, subject to availability. The FRU will be an equipment type and version similar to the Customer’s malfunctioning component, and will contain equivalent boards and chips.
- Load firmware and software for equipment that requires programming. The Customer’s software version information must be provided for the replacement FRU to be programmed accordingly. If the Customer’s software version and configuration are not provided, shipping will be delayed.
- Package and ship FRU from the FRU inventory to Customer-specified address:
  - Motorola Solutions will ship FRU as soon as possible, depending on stock availability and requested configuration. FRU will be shipped during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. Motorola Solutions will pay for the shipping to the Customer, unless the Customer requests shipments outside of standard business hours or carrier programs, such as weekend or NFO shipment. In such cases, the Customer will be responsible for paying shipping and handling charges.
  - When sending FRU to the Customer, provide a return air bill in order for the Customer to send the Customer’s malfunctioning component. The Customer’s malfunctioning component will become property of the Motorola Solutions repair depot or select third party replacing it, and the Customer will own the FRU.
  - For loaner equipment, Motorola Solutions will ship repaired infrastructure components to Customer-specified address during normal operating hours, Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. FRU will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as NFO. In such cases, the Customer will be responsible for paying shipping and handling charges.
  - When sending a loaner FRU to the Customer, Motorola Solutions will pay for outbound shipping charges. Inbound shipping to Motorola Solutions for repair will be the Customer’s responsibility. Motorola Solutions will repair and return the Customer’s component, and provide a return air bill for the Customer to return the loaner FRU. Refer to Figure 6-2: Advanced Replacement or Loaner Decision Process for the loaner process, and Table 6-1: Shipping Charges and Default Mail Service for shipping charge details.
- Provide repair return authorization (RA) number upon Customer request to replace infrastructure components that are not classified as an advanced replacement or loaner FRU.
- Provide a repair RA number so that returned components can be repaired and returned to FRU stock.
- Receive malfunctioning components from the Customer, carry out repairs and testing, and return it to the FRU stock.

6.3.2.8.2 Added Customer Responsibilities for Advanced Replacement

- Pay for Advanced Replacement or Loaner FRU shipping from Motorola Solutions repair depot if the Customer requested shipping outside of standard business hours or carrier programs set forth in Section 6.3.2.8.1: **Error! Reference source not found.**. See Table 6-1: Shipping Charges and Default Mail Servicefor shipping charge details.
- Properly package and ship the malfunctioning component using the pre-paid air-bill that arrived with the FRU. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure that it is not damaged in transit and arrives in repairable condition. The Customer will be subject to a replacement fee for malfunctioning components returned improperly.
- Within five business days of receipt of the advanced replacement FRU from Motorola Solutions' FRU inventory, properly package the Customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola Solutions' repair depot for evaluation and repair. The Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. The Customer will be subject to a full replacement fee for FRU's not returned within five business days.
- At the Customer's expense and risk of loss, the Customer may send a malfunctioning Motorola Solutions or third party infrastructure component for repairs before a replacement has been sent. In such cases, the malfunctioning component should be properly packaged and shipped to Motorola Solutions.
- Clearly print the return authorization number on the outside of the packaging.

6.3.2.8.3 Replacement Process for Advanced Replacement

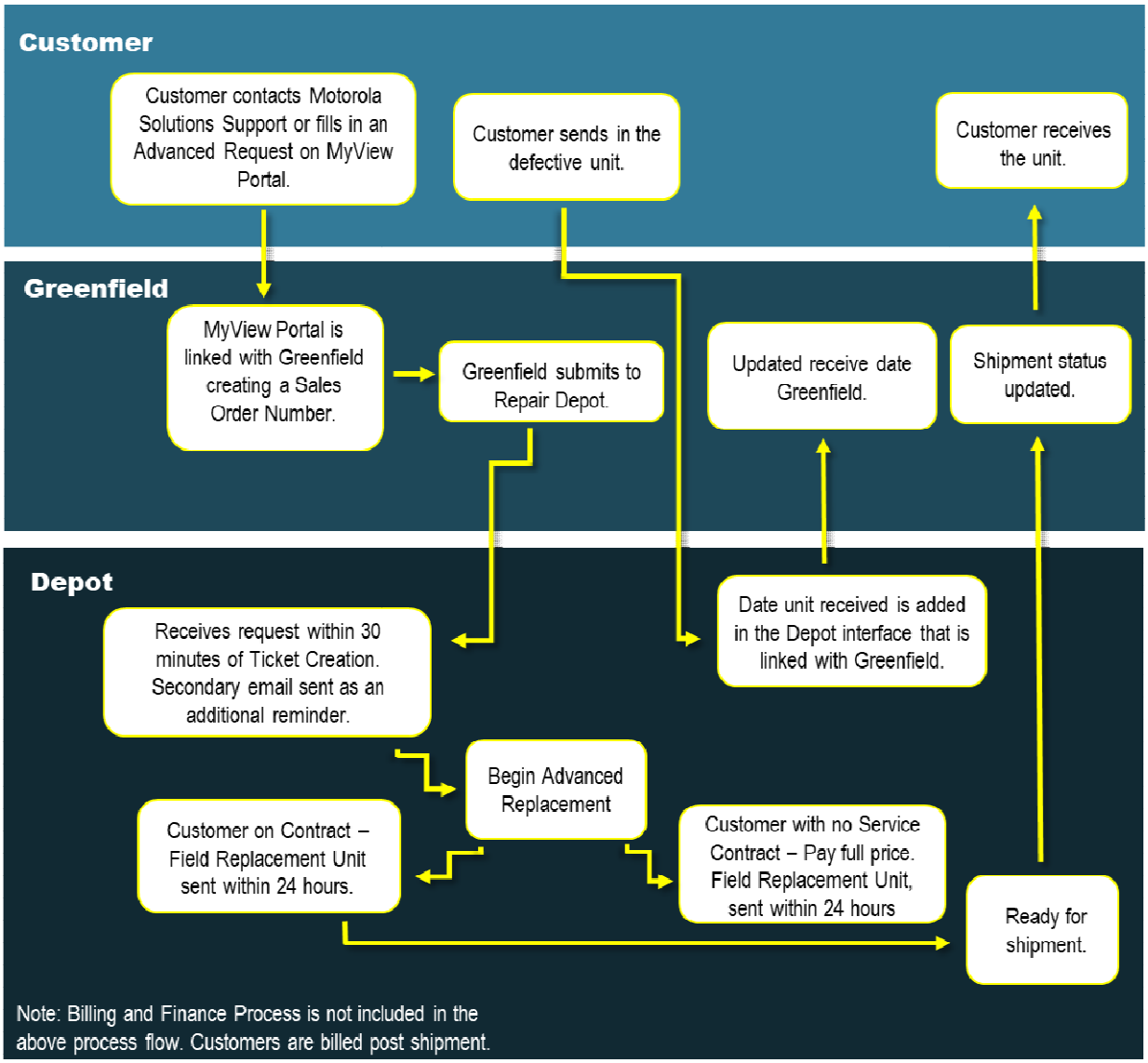


Figure 6-2: Advanced Replacement or Loaner Decision Process

Table 6-1: Shipping Charges and Default Mail Service

Services	Advanced Replacement Charges Responsibility
Advanced Replacements (Normal Business Hours) Shipped FedEx Overnight or equivalent	Motorola Solutions
Loaner Shipping Outbound to Customer	
Loaner Repair and Return Shipping Outbound to Customer	
Advanced Replacements (Next Flight Out or Other)	Customer
Exchanges or Loaners Shipped Outbound to Customer by Non-Motorola Carrier*	
Loaner Repair Shipping Inbound to Motorola Solutions	
Loaner Installation Labor	

Motorola Solutions shipping carrier – FedEx.

6.3.3 Security Update Service

Motorola Solutions' ASTRO 25 Security Update Service (SUS) provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Security update delivery is included as part of this service.

6.3.3.1 Description of Service

Motorola Solutions uses a dedicated information assurance lab to test and validate security updates. Motorola Solutions deploys and tests security updates in the lab to check for and prevent potential service degradation.

Motorola Solutions releases tested, compatible security updates for download and installation. Once security updates are verified by the SUS team, Motorola Solutions uploads them to a secure website and sends a release notification email to the Customer contact to inform them that the security update release is available. If there are any recommended configuration changes, warnings, or workarounds, the SUS team will provide documentation with the security updates on the secure website.

With the base service, the Customer will be responsible for downloading security updates, installing them on applicable components, and rebooting updated components.

6.3.3.2 Scope

SUS includes pretested security updates for the software listed in Table 6-2: Update Cadence. This table also describes the release cadence for security updates.

Table 6-2: Update Cadence

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft Windows SQL Server	Quarterly
Microsoft Windows third party (i.e. Adobe Reader)	Monthly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
PostgreSQL (From ASTRO 25 7.14 and newer major releases)	Quarterly
McAfee Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly
QNAP Firmware	Quarterly

6.3.3.3 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in Table 6-3: SUS Package. This table indicates if Motorola Solutions will provide any SUS optional services to the Customer. SUS supports the current Motorola Solutions ASTRO 25 system release and aligns with the established Software Support Policy (SwSP).

Motorola Solutions reserves the right to determine, which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older releases. Contact Motorola Solutions' assigned CSM for the latest supported releases.

Table 6-3: SUS Package

Service	Included
Security Update Service Customer Self-installed	X

Responsibilities for downloading and installing security updates and rebooting applicable hardware are detailed in Section 6.3.3.7: Installation and Reboot Responsibilities.

6.3.3.4 Motorola Solutions Responsibilities

- On the release schedule in Section 6.3.3.2: Scope, review relevant and appropriate security patches released by Original Equipment Manufacturer (OEM) vendors.
- Release tested and verified security patches to Motorola Solutions' secure website.
- Publish documentation for installation, recommended configuration changes, any identified issue(s), and remediation instructions for each security update release.
- Include printable labels the Customer may use if downloading security updates to a disk.
- Send notifications by email when security updates are available to download from the secure website.

6.3.3.5 Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola Solutions' Systems Integration and Test (SIT) team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system (IDS) signature updates for IDS solutions. However, select vendor IDS signature updates are made available via the secure website. The available vendors may change pursuant to Motorola Solutions' business decisions. The Customer is responsible for complying with all IDS licensing requirements and fees, if any.
- This service does not include releases for Motorola Solutions products that are not ASTRO 25 L, M, and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX™, Critical Connect, and VESTA® solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola Solutions product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware, are not included in these services.
- Motorola Solutions does not represent that it will identify, fully recognize, discover, or resolve all security events or threats, system vulnerabilities, malicious codes or data, backdoors, or other system threats or incompatibilities as part of the service, or that the agreed upon cadence/time of delivery will be sufficient to identify, mitigate or prevent any cyber incident.

6.3.3.6 Customer Responsibilities

- Provide Motorola Solutions with predefined information necessary to complete a CSP prior to the Agreement start date.
- Provide timely updates on changes of information supplied in the CSP to Motorola Solutions' assigned CSM.
- Update Motorola Solutions with any changes in contact information, specifically for authorized users of Motorola Solutions' secure website.

- Provide means for accessing Motorola Solutions' secure website to collect the pretested files.
- Download and apply only to the Customer's system as applicable, based on the Customer Agreement and the scope of the purchased service. Distribution to any other system or user other than the system/user contemplated by the Customer Agreement is not permitted.
- Implement Motorola Technical Notices (MTN) to keep the system current and patchable.
- Adhere closely to the Motorola Solutions CMSO troubleshooting guidelines provided upon system acquisition. Failure to follow CMSO guidelines may cause the Customer and Motorola Solutions unnecessary or overly burdensome remediation efforts. In such cases, Motorola Solutions reserves the right to charge an additional fee for the remediation effort.
- Upgrade system to a supported system release when needed to continue service. Contact Motorola Solutions' assigned CSM for the latest supported releases.
- Comply with the terms of applicable license agreements between the Customer and non-Motorola Solutions software copyright owners.

6.3.3.7 Installation and Reboot Responsibilities

Installation and Reboot responsibilities are determined by the specific SUS package being purchased. Table 6-4: Installation and Reboot Responsibilities Matrix}} contains the breakdown of responsibilities. Section 6.3.3.3: Inclusions indicates which services are included.

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities.

Table 6-4: Installation and Reboot Responsibilities Matrix

SUS Package	Motorola Solutions Responsibilities	Customer Responsibilities
Security Update Service Customer Self-installed		▪ Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola Solutions' secure website. ▪ When a security update requires a reboot, reboot servers and workstations after security updates are installed.

6.3.3.8 Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (e.g. end-of-life) from deployed software, Motorola Solutions may work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

All security updates are important. This service is intended to balance the security and compatibility of tested updates with agreed upon time/cadence of delivery. Customer assumes the risk of this inherent tradeoff.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

6.4 PRIORITY LEVEL DEFINITIONS AND RESPONSE TIMES

Table 6-5: Priority Level Definitions and Response Times describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 6-5: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time
Critical P1	**Core:** Core server or core link failure. No redundant server or link available. **Sites/Subsites:** Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles:** More than 40% of a site's console positions down. **Conventional Channels:** Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features:** Security is non-functional or degraded.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.
High P2	**Core:** Core server or link failures. Redundant server or link available. **Consoles:** Between 20% and 40% of a site's console positions down. **Sites/Subsites:** One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels:** Up to 50% of CCGWs down. Redundant gateways available. **Network Elements:** Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.

Incident Priority	Incident Definition	Initial Response Time
Medium P3	**Consoles:** Up to 20% of a site's console positions down. **Conventional Channels:** Single channel down. Redundant gateway available. **Network Elements:** Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Technical resource will acknowledge incident and respond within 1 Business Day of CMSO logging incident.
Low P4	**Service Requests:** Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 Business Day.

SECTION 7

ACTIVEEYE MANAGED DETECTION AND RESPONSE (MDR) STATEMENT OF WORK

7.1 MDR OVERVIEW

Motorola Solutions, Inc. (Motorola Solutions) is pleased to present the proposed cybersecurity services for Joplin County (hereinafter referred to as "Customer"). This proposal is conditional upon the host system (Springfield Zone 4 – MOSWIN and Jasper County DSR Zone 4) subscribing to ASTRO Managed Detection and Response (MDR).

Identifying and mitigating cyber threats requires a reliable solution that supplies the right data to cybersecurity experts. With MDR, Motorola Solutions will provide access to our ActiveEye^{SM} Security Platform, along with 24x7 support from specialized security technologists, who will monitor your mission critical network against threat and intrusion.

The following ASTRO® 25 Managed Detection and Response features and services are included in our proposal:

- **ActiveEye^{SM} Managed Detection and Response Elements**.
  - ActiveEye Security Management Platform
  - ActiveEye Remote Security Sensor (AERSS)
- **Service Modules**
  - Log Collection / Analytics
  - Network Detection
  - Vulnerability Detection
- **Security Operations Center Monitoring and Support**

7.1.1 Site Information

The following site information is included in the scope of our proposal:

Table 7-1. Site Information

Site / Location	Quantity
Control Room CEN	1
Network Management Clients	2
Dispatch Consoles	5
AIS	1

Site / Location	Quantity
CEN Endpoints	10

Services Included

The ActiveEye service modules included in our proposal are selected in the **Subscribed** column below. The **Network Environment** column will designate the location of each module: ASTRO 25 RNI, CEN, or the Control Room CEN.

Table 7-2: Service Modules

Service Module	Features Included	Network Environment	Subscribed
ActiveEye Remote Security Sensor (AERSS)	Number of sensors: 1 • (1) Control Room CEN	RNI CEN	X
Log Collection / Analytics	Online Storage Period: 30 Day Storage Extended Log Storage Length: 12 Months	RNI CEN	X
Network Detection	Up to 1 Gbps per sensor port	RNI CEN	X
\Vulnerability Detection	Vulnerability Scanning Endpoints	Control Room CEN	X

7.2 SERVICE DESCRIPTION

Managed Detection and Response is performed by Motorola Solutions' Security Operations Center (SOC) using the ActiveEye℠ security platform. The SOC's cybersecurity analysts monitor for alerts 24x7x365. If a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to; requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer's ASTRO 25 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below.

The Managed Detection and Response service includes the deployment and optimization of these elements into the Customer's network.

7.2.1 Managed Detection and Response Elements

This section and its subsections describe Managed Detection and Response elements, and their applicability for specific infrastructure.

7.2.1.1 ActiveEye Security Platform

Motorola Solutions' ActiveEye[SM] security platform collects and analyzes security event streams from ActiveEye Remote Security Sensors (AERSS) in the Customer's ASTRO 25 network and applicable CEN systems, using security orchestration and advanced analytics to identify the most important security events from applicable systems.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action.

The Customer will receive access to the ActiveEye platform as part of this service. ActiveEye will serve as a single interface to display system security information. Using ActiveEye, the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

Applies to included ASTRO 25 Radio Network Infrastructure (RNI), CEN, and Control Room CEN infrastructure.

7.2.1.2 ActiveEye Managed Security Portal

The ActiveEye Managed Security Portal will synchronize security efforts between the Customer and Motorola Solutions. From this central point, the Customer will be able to view threat insights, event investigations, security reports, threat advisories, and status of any security cases.

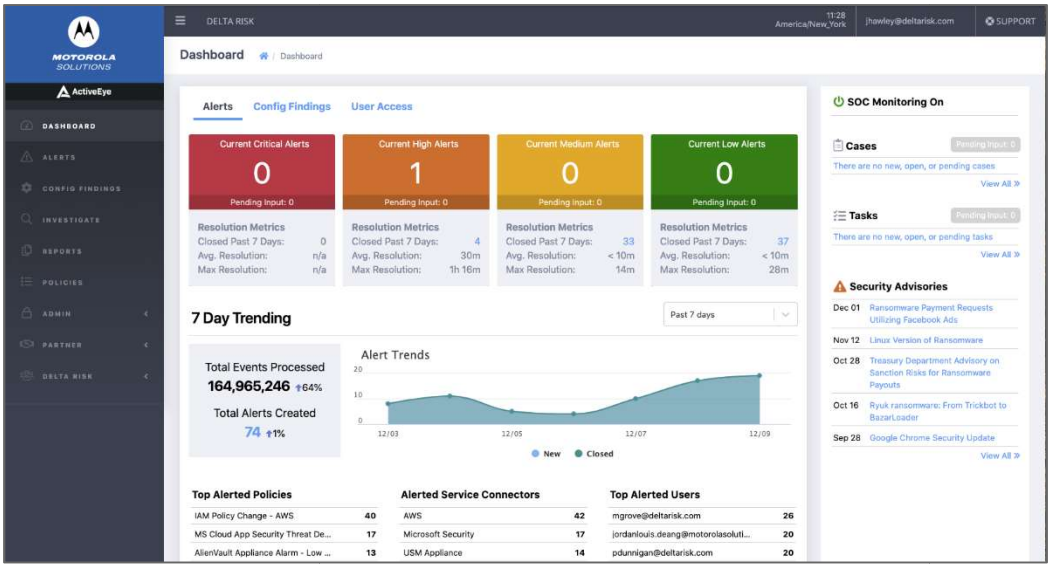


Figure 7-1: ActiveEye Interface

Dashboard

Key information in the ActiveEye Portal is summarized on the dashboard. This dashboard provides details about open alerts, an overview of alert categories, alert processing, key performance indicators (KPI), open security cases, and recent threat advisories. Also, users can access more in-depth information like security cases, alert details, alert trends, reports, and group communications.

Security Cases

When the Customer and Motorola Solutions identify a threat, the SOC will create a security case. Through the ActiveEye Portal, the Customer can view details of current or past cases, create new cases, or respond to ongoing cases.

Alert Details and Trends

Alerts can be evidence of a past, active, or developing threat. ActiveEye records relevant data for each alert, enabling users to quickly view its triggers, systems it impacts, and any actions taken to address the alert. ActiveEye Portal also provides tools for reviewing groups of alerts based on key attributes or time periods. Attribute filters enable users to toggle which alert groups ActiveEye Portal shows, helping to spot trends or threat activity. Users can also compare alert logs for specific time periods to determine if specific trends are associated with a threat or are false positives.

Investigations and Reporting

ActiveEye Portal includes robust *ad hoc* reporting capabilities, which will provide important, additional information about active and historical threats. Users can share information outside of ActiveEye Portal by downloading reports in .csv or .json format.

In addition to *ad hoc* reporting, ActiveEye Portal can provide a daily email summary and monthly report. Daily email summaries can include alert counts, security cases opened or closed, saved queries that have new data, and detailed endpoint security statistics. If needed, ActiveEye Portal can send one or more summary emails with different content for different groups. Monthly reports are available as a PDF download.

Security Advisories

Security Advisories are messages initiated from the SOC that share information on active threats with the Customer's security teams. These advisories guide security teams on how to best take action against a threat and tell them where they can find further information.

Information Sharing

The ActiveEye Portal includes several functions for sharing information. Automatic security alerts notify pre-defined contacts of incidents, based on incident priority. Other information sharing functions include:

- **SOC Bulletins** - Instructions from the Customer, or the SOC, that SOC analysts reference when creating security cases. These can communicate short-term situations where a security case may not be needed, such as during testing or maintenance windows.
- **Customer Notebook** - The SOC will use the Customer Notebook to document the Customer's environment and any specific network implementation details that will help the SOC investigate security cases.

- **Contact Procedures** - Escalation procedures and instructions on who to contact if an incident occurs. Contact procedures include instructions and procedures for specific security incident levels. The SOC and the Customer will jointly manage contact procedures.

User Access

The ActiveEye Portal provides the ability to add, update, and remove user access. Every ActiveEye user can save queries, customize reports, and set up daily email summaries. Users may be given administrative access, allowing them to perform administrative tasks, such as setting up new service connectors, resetting passwords, and setting up multi-factor authentication for other users.

7.2.1.3 ActiveEye Remote Security Sensor

One or more AERSS will be deployed into the ASTRO 25 network and if applicable to CEN environments to deliver the service. These sensors monitor geo diverse sites for security events and pass security information to the ActiveEye platform.

AERSS integrate the ActiveEye platform with network elements, enabling it to collect logs from Syslog, as well as to analyze network traffic over port(s) and scan elements for vulnerabilities.

The following are the environmental requirements and specifications the Customer must provide to prepare for the AERSS deployment.

Specifications	Requirements
Rack Space	1U
Power Consumption (Max)	550 Watts (Redundant Power Supply)
Power Input	100-240V AC
Current	3.7 A – 7.4 A
Circuit Breaker	Qty. 2
Line Cord	NEMA 5-15P
Heat Disspitation (max)	2107 BTU/hr
Internet Service Bandwidth	Bandwidth throughput 10Mbps per zone

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

7.2.2 Service Modules

ActiveEye delivers service capability by integrating one or more service modules. These modules provide ActiveEye analytics more information to correlate and a clearer vision of events on Joplin County's network. In addition, modules enable security teams and analysts to more easily access and compare data from these disparate systems. The following subsections describe each ActiveEye service module in detail.

7.2.2.1 Log Collection / Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, Network Detection, and firewalls. This information is forwarded to the ActiveEye platform, which uses advanced analytics to identify signs of security

incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

Collected events will be stored in the ActiveEye Security Management Platform to enable historical searching or threat hunting as needed. Some high volume, repetitive logs may be aggregated as noted in the documentation. The default storage time period is one year, but no longer than 90 days, following expiration or termination of the Agreement. A longer time period can be provided if subscribed, see Table 7-2: Service Modules for subscription details.

7.2.2.2 Network Detection

The AERSS supports Network Detection, constantly monitoring traffic passing across, into, or out of infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time, and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection forwards detected suspicious activity to the SOC for further analysis.

7.2.2.3 Vulnerability Detection

Vulnerability Detection is available for Control Room CEN components that can be scanned by the assessment tool integrated with the ActiveEye platform.

Vulnerability scans can be conducted as unauthenticated, authenticated, and/or agent based.

Vulnerability scans will be configured to occur on a recurring schedule that meets the customer's operational profile. Scan results will be available to the customer as they are completed.

7.2.3 Security Operations Center Services

Motorola Solutions delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola Solutions' SOC is staffed with security experts who will use ActiveEye Security Management Platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their extensive experience to investigate and triage detected threats, and to recommend responses to the Customer.

7.3 MDR DEPLOYMENT OVERVIEW

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW), including all of its subsections and attachments, defines the principal activities and responsibilities of all parties for the delivery of Motorola Solutions, Inc. (Motorola Solutions) Cybersecurity services as presented in this proposal to Joplin County (hereinafter referred to as "Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy (SwSP).

7.4 DESCRIPTION OF SERVICE

7.4.1 Deployment Timeline and Milestones

To initiate the ASTRO 25 Managed Detection and Response service to function, Motorola Solutions and the Customer must perform deployment tasks. Service deployment is broken into the following phases, each with specific deliverables.

Phase 1: Information Exchange

After contract execution, Motorola Solutions will schedule a service kick-off meeting with Customer and provide information-gathering documents. The kick-off meeting may be conducted either remotely or in-person, at the earliest, mutually available opportunity. Customer is to identify and ensure participation of key team members in kickoff and project initiation activities.

Phase 2: Infrastructure Readiness

Motorola Solutions will provide detailed requirements regarding Customer infrastructure preparation actions after kick-off meeting. It is the Customer's responsibility to accomplish all agreed upon infrastructure preparations.

Phase 3: System Buildout and Deployment

Motorola Solutions will build and provision tools in accordance with the requirements of this proposal and consistent with information gathered in earlier phases. Motorola Solutions will also provide detailed requirements regarding Customer deployment actions. The Customer must deploy tools, as applicable, in their environment, in accordance with provided requirements.

Phase 4: Monitoring Turn Up

Motorola Solutions will verify all in-scope assets are properly forwarding logs or events. Motorola Solutions will notify Customer of any exceptions. Motorola Solutions will begin monitoring any properly connected in-scope sources after the initial tuning period.

Phase 5: Tuning and Customer Training

Motorola Solutions will conduct initial tuning of the events and alarms in the service and ActiveEye training.

7.4.2 General Responsibilities

7.4.2.1 Motorola Solutions Responsibilities

- Provide, maintain, and when necessary, repair under warranty hardware and software required to monitor the ASTRO 25 network and applicable CEN systems Inclusive of the AERSS and all software operating on it.

  - If the Centralized Event Logging feature is not installed on the Customer's ASTRO 25 RNI, Motorola Solutions will install it as part of this service.
- Coordinate with the Customer on any system changes necessary to integrate the AERSS into the system and establish necessary connectivity.
- Provide software and licenses to the Customer necessary to remotely monitor the ASTRO 25 network and applicable CEN environments.
- Verify connectivity and monitoring is active prior to start of service.
- Coordinate with the Customer to maintain Motorola Solutions service authentication credentials.
- Maintain trained and accredited technicians.
- Monitor the Customer's ASTRO 25 network and applicable CEN systems 24/7/365 for malicious or unusual activity.
- Respond to security incidents in the Customer's system in accordance with Section 7.5.6: Priority Level Definitions and Notification Times. This may include, but is not limited to, requesting additional information from the Customer, continuing to monitor the event for further development or informing the Customer to enact the Customer's documented Incident Response plan.
- Ensure that all monitored devices within the network are properly configured for Syslog, forwarding events to the centralized event log server.
- Assist the Customer with identifying devices that support logging within the ASTRO 25 network and applicable CEN systems have been configured to forward Syslog events to the AERSS.
- Provide the Customer with access to the ActiveEye Security Management platform, so the Customer can access security event and incident details.

7.4.2.2 Customer Responsibilities

- The ASTRO 25 Managed Detection and Response service requires a connection from the Customer's ASTRO 25 network and applicable CEN systems to the Internet. Establish connectivity with sufficient bandwidth before service commences. Internet service bandwidth requirements are as follows:
  - Bandwidth throughput of 10Mbps per zone.
  - High availability Internet Connection (99.99% (4-9s) or higher).
  - Packet loss < 0.5%.
  - Jitter <10 ms.
  - Delay < 120 ms.
  - RJ45 Port Speed - Auto Negotiate
- Maintain an active Security Update Service (SUS) subscription, ensuring patches and antivirus definitions are applied according to the release cadence of the service.
- For regional adders to another system, the hosted core (regional system) must subscribe to and maintain either an ActiveEye Pulse or ASTRO 25 Managed Detection and Response service.
- Allow Motorola Solutions continuous remote access to monitor the ASTRO 25 network and applicable CEN systems. This includes keeping the connection active, providing passwords, and working with Motorola Solutions to understand and maintain proper administration privileges.
- Provide continuous utility service(s) to any Motorola Solutions equipment installed or utilized at the Customer's premises to support service delivery.

- Provide Motorola Solutions with contact information necessary to complete the Customer Support Plan (CSP). Notify the assigned Customer Support Manager (CSM) in advance of any contact information changes.
- Notify Motorola Solutions if any new components are added to or removed from the environment as it may be necessary to update or incorporate in Managed Detection and Response. Changes to monitored components may result in changes to the pricing of the Managed Detection and Response service.
- As necessary, upgrade the ASTRO 25 system, on-site systems, and third party software or tools to supported releases.
- Allow Motorola Solutions' dispatched field service technicians physical access to monitoring hardware when required.
- Cooperate with Motorola Solutions and perform all acts that are required to enable Motorola Solutions to provide the services described in this SOW.
- Configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a port(s) on a switch) network traffic to the ActiveEye sensor for applicable CEN systems.
- Responding to Cybersecurity Incident Cases created by the Motorola Solutions Security Operations Center.

7.4.3 Service Modules

The following subsections describe the delivery of the service modules selected in Table 7-2: Service Modules.

7.4.3.1 Log Analytics

Motorola Solutions Responsibilities

- Consult with and advise the Customer on performing necessary system configurations to direct log sources to the appropriate Remote Security Sensor.
- Configure Customer's networking infrastructure to allow AERSS to Communicate with ActiveEye as defined.
- The SOC will consult with the Customer to identify appropriate log sources for the level of threat detection desired in each environment.

Customer Responsibilities

- Configure any Customer managed devices in the CEN to forward data to ActiveEye.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

7.4.3.2 Network Detection

Network Detection is applicable to the RNI and CEN.

Motorola Solutions Responsibilities

- Work with the Customer to integrate AERSS.
- Optimize the policies and configuration to tune out noise and highlight potential threats.

- The SOC consults with the Customer to identify the appropriate deployment of Network Detection Service Components. The SOC monitor and update the security policy of each sensor to tune out unnecessary alerting and flow monitoring so that the system is optimized to detect true malicious activity.

Customer Responsibilities

- If necessary, configure Customer's networking infrastructure to allow AERSS to communicate with ActiveEye as defined.
- For Customer's owned CEN infrastructure, configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a port(s) on a switch) network traffic to the ActiveEye sensor.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

7.4.3.3 Vulnerability Detection

Motorola Solutions Responsibilities

- Configure scans to match the Customer's preferences for depth, scope, and schedule.
- Verify that vulnerability scans are operating properly on the determined schedule.
- Support the Customer in troubleshooting scheduled scan issues.
- The SOC consults with the Customer on a desired attach surface management plan and then configures scan depth, scope, and schedule. The SOC will monitor and verify the scans at a determined schedule.

Customer Responsibilities

- Configure networking infrastructure to allow vulnerability sensors to communicate with centralized server components.
- Perform any remediation actions required to address identified vulnerabilities.
- In the case of authenticated scans, the Customer is responsible for maintaining up to date credentials in the vulnerability scanning platform.
- Work with Motorola Solutions to configure scans to match the Customer's preferences for depth, scope, and schedule.
- Perform any remediation actions required to address identified vulnerabilities.

Applies to the Control Room CEN only.

7.5 SECURITY OPERATIONS CENTER MONITORING AND SUPPORT

7.5.1 Scope

Motorola Solutions will start monitoring the ASTRO 25 Managed Detection and Response service in accordance with Motorola Solutions processes and procedures after deployment, as described in Section 7.4.1: Deployment Timeline and Milestones.

The SOC receives system-generated alerts 24x7, and provides the Customer with a toll-free telephone number and email address for support requests, available 24x7. Support requests are stored in a ticketing system for accountability and reporting. The SOC will respond to detected events in accordance with Section 7.5.6: Priority Level Definitions and Notification Times.

7.5.2 Ongoing Security Operations Center Service Responsibilities

Motorola Solutions Responsibilities

If a probable security incident is detected, provide phone and email support to:

- Engage the Customer's defined Incident Response Process.
- Gather relevant information and attempt to determine the extent of compromise using existing monitoring capabilities in place as part of the ASTRO 25 MDR service.
- Analysis and support to help the Customer determine if the Customer's corrective actions are effective.
- Continuous monitoring, in parallel with analysis, to support incident response.

Customer Responsibilities

- Provide Motorola Solutions with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points of Contact (PoC).
- Provide a timely response to SOC security incident tickets or investigation questions.
- Notify Motorola Solutions at least 24 hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola Solutions' ability to perform the Managed SOC Service, as described in this SOW.

7.5.3 Technical Support

ActiveEye Security Management Technical Support provides the Customer with a toll-free telephone number and email address for ActiveEye Security Management support requests, available Monday through Friday from 8am to 7pm CST.

Motorola Solutions Responsibilities

- Notify Customer of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to ActiveEye.

Customer Responsibilities

- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve the issue.

Limitations and Exclusions

Technical support is limited to the implementation and use of the ActiveEye Security Management platform and does not include use or implementation of third-party components.

7.5.4 Incident Response

An Indicator of Compromise (IoC) is an observable event that Motorola Solutions Security Analysts have determined will jeopardize the confidentiality, integrity, or availability of the system. Examples of IoC include ransomware or malicious use of PowerShell.

When an IoC is observed by the Security Analyst, Motorola Solutions and Customer will be responsible for the tasks defined in the following subsections.

Motorola Solutions Responsibilities

- Upon the identification of an IoC, notify the Customer's documented contact and initiate the escalation plan.
- Take documented, Customer approved actions in an attempt to contain an IoC to the extent enabled via Motorola Solutions managed technology. Communicate to the Customer any additional potential containment actions and incident response resources that can be taken across the Customer's managed IT infrastructure.
- Perform investigation using the ActiveEye Managed Detection and Response integrated and enabled data sources in an initial attempt to determine the extent of an IoC.
- Document and share IoC and artifacts discovered during investigation. Motorola Solutions services exclude performing on-site data collection or official forensic capture activities on physical devices.

Customer Responsibilities

- Maintain one named PoC to coordinate regular team discussions and organize data collection and capture across the Customer and Motorola Solutions teams.
- If determined to be required by Customer, contract an Incident Response service provider to perform procedures beyond the scope of this Agreement such as forensic data capture, additional malware removal, system recovery, ransomware payment negotiation, law enforcement engagement, insurance provider communications, identify patient zero, etc.

7.5.5 Event Response and Notification

Motorola Solutions will analyze events created and/or aggregated by the Service, assess their type, and notify the Customer in accordance with the following table.

Table 7-3: Event Handling

Event Type	Details	Notification Requirement
False Positive or Benign	Any event(s) determined by Motorola Solutions to not likely have a negative security impact on the organization.	None
Event of Interest (EOI)	Any event(s) determined by Motorola Solutions to likely have a negative security impact on the organization.	Escalate to Customer in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in Table 7-4: Notification Procedures.

Notification

Motorola Solutions will establish notification procedures with the Customer, generally categorized in accordance with the following table.

Table 7-4: Notification Procedures

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest. These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

Motorola Solutions will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola Solutions during the implementation process.

Tuning

Motorola Solutions will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola Solutions may recommend these be addressed by the Customer to preserve system and network resources.

Motorola Solutions will provide the Customer with the ability to temporarily suppress alerts reaching ActiveEye, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

Tuning Period Exception

The tuning period is considered to be the first 30 days after each service module has been confirmed deployed and configured and starts receiving data. During the tuning period, Motorola Solutions may make recommendations to the Customer to adjust the configurations of their installed software so Services can be effectively delivered. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Motorola Solutions will provide responses and notifications during this period.

Motorola Solutions may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

7.5.6 Priority Level Definitions and Notification Times

Motorola Solutions will analyze events created and/or aggregated by the ASTRO® 25 Managed Detection and Response services, assess their type, and notify the Customer in accordance with the following table.

Table 7-5: Priority Level Definitions and Notification Times

Incident Priority	Incident Definition	Notification Time
Critical P1	Security incidents that have caused, or are suspected to have caused significant and/or widespread damage to the functionality of Customer's ASTRO 25 system or information stored within it. Effort to recover from the incident may be significant. Examples: • Malware that is not quarantined by anti-virus. • Evidence that a monitored component has communicated with suspected malicious actors.	Response provided **24 hours, 7 days** a week, including US Holidays.
High P2	Security incidents that have localized impact, but are viewed as having the potential to become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: • Malware that is quarantined by antivirus. • Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided **24 hours, 7 days** a week, including US Holidays.
Medium P3	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples: • Suspected unauthorized attempts to log into user accounts. • Suspected unauthorized changes to system configurations, such as firewalls or user accounts. • Observed failures of security components. • Informational events. • User account creation or deletion. • Privilege change for existing accounts.	Response provided Monday through Friday **8 a.m. to 5 p.m.** local time, excluding US Holidays.
Low P4	These are typically service requests from Customer.	Response provided Monday through Friday **8 a.m. to 5 p.m.** local time, excluding US Holidays.

7.6 LIMITATIONS AND EXCLUSION

Managed Detection and Response does NOT include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite. The Customer may choose to purchase additional Incident Response professional services to assist in the creation of and/or execution of a Customer's Incident Response Plan.

Motorola Solutions' scope of services does not include responsibilities relating to recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

Motorola Solutions does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns

NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA SOLUTIONS WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

7.6.1 Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola Solutions does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the statement of work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs and benefits that we assume apply to you.

7.6.2 Processing of Customer Data in the United States and/or other Locations

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola Solutions in the United States (US) and/or other Motorola Solutions operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

7.6.3 Customer and Third-Party Information

Customer understands and agrees that Motorola Solutions may obtain, use and/or create and use anonymized, aggregated and/or generalized Customer data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For purposes of this engagement, so long as not specifically identifying the Customer, Customer data shall not include, and Motorola Solutions shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned, or developed in the course of providing services.

7.6.4 Third-Party Software and Service Providers, including Resale

Motorola Solutions may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). Such processors and sub-processors may engage additional sub-processors to process personal data and other Customer Data. Customer understands and agrees that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party's own terms, licenses, EULAs, privacy statements, data processing agreements and/or other applicable terms. Such third-party providers and terms are available publicly, through performance, or upon request.

Motorola Solutions disclaims any and all responsibility for any and all loss or costs of any kind associated with security events. Motorola Solutions disclaims any responsibility for customer use or implementation of any recommendations provided in connection with the services. Implementation of recommendations does not ensure or guarantee the security of the systems and operations evaluated.

SECTION 8

SERVICE STATEMENTS OF WORK

8.1 NETWORK MONITORING OVERVIEW

Network Event Monitoring provides continuous real-time fault monitoring for radio communications networks. Motorola Solutions uses a defined set of tools to remotely monitor the Customer's ASTRO® 25 radio network and characterize network events. When an actionable event takes place, it becomes an incident. Centralized Managed Support Operations ("CMSO") technologists acknowledge and assess these incidents, and initiate a defined response.

This Statement of Work ("SOW"), including all of its subsections and attachments, is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy ("SwSP").

8.1.1 Description of Service

With Network Event Monitoring, Motorola Solutions uses a Managed Services Suite of Tools ("MSST") to detect events 24/7 as they occur, analyze them, and escalate them to the Network Operation Center ("NOC"). Incidents will be generated automatically based on the criteria shown in Table 8-1.

Table 8-1: Alarm Threshold Rule Options for all Event Types

Standard Threshold	Optional Threshold
An incident will be triggered if an event fulfills one of the two following criteria: - Event occurs 5 times in 30 minutes. - Event causes 10 minutes of continuous downtime for a monitored component.	An incident will be triggered if an event fulfills one of the two following criteria: - Event occurs 7 times in 30 minutes. - Event causes 15 minutes of continuous downtime for a monitored component.

The CMSO NOC agent assigns a priority level to an incident and then initiates a response in accordance with the Customer Handling Procedure ("CHP"). Depending on the incident, Motorola Solutions' response may include continued monitoring for further incident development, remote remediation by technical support, dispatching a field service technician, or other actions Motorola Solutions determines necessary.

To prevent duplicate incidents from generating by the same root cause, Motorola Solutions employs an auto triage process that groups related incidents. The auto triage process therefore automatically assigns grouped incidents to a field service technician, enabling the resolution of these incidents together if the root alarm has been addressed.

Motorola Solutions uses a set of standard templates to record key information on service process, defined actions, and points of contact for the Customer's service. In the event of an incident, Motorola Solutions and the Customer can reference these templates. When information is updated, it will be organized in four categories:

- Open: – Motorola Solutions' points of contact for dispatch permissions, entitlement information, and knowledge management.
- Vendor – Escalation and contact information.
- Resolution – Incident closure information.
- Site Arrival – Site arrival and exit process information.

The Customer will be able to access information on Network Event Monitoring activities via MyView Portal, including incident management reports. Any specific remediation and action notes from Motorola Solutions' CMSO or field service technicians will be available for the Customer to review as well.

Service Configuration Portal-Lite ("SCP-Lite"), accessed through MyView Portal, provides a read only view of the Customer's current service configuration, including site parameters, notification preferences, and dispatch information. If the Customer or Motorola Solutions make changes to the network, the updated information will be incorporated into SCP-Lite allowing the Customer a view of the ASTRO 25 radio network's state.

8.1.2 Scope

Network Event Monitoring is available 24 hours a day, 7 days a week. Incidents generated by the monitoring service will be handled in accordance with Section 8.1.10: Priority Level Definitions and Response Times.

Network Event Monitoring is a globally provided service unless limited by data export control or other applicable local and regional regulations. Timeframes are based on the Customer's local time zone.

8.1.3 Inclusions

Network Event Monitoring is available for the devices listed in Section 8.1.9: Monitored Elements.

8.1.4 Motorola Solutions Responsibilities

- Provide a dedicated network connection necessary for monitoring the Customer's communication network. Section 8.1.7: Connectivity Matrix describes available connectivity options.
- If determined necessary by Motorola Solutions, provide Motorola Solutions-owned equipment at the Customer's premises for monitoring network elements. The type of equipment and location of deployment is listed in Section 8.1.8: Motorola Solutions Owned and Supplied Equipment.
- Verify connectivity and event monitoring prior to system acceptance or start date.
- Monitor system continuously during hours designated in the Customer Support Plan ("CSP"), and in accordance with Section 8.1.10: Priority Level Definitions and Response Times.

- Remotely access the Customer's system to perform remote diagnosis as permitted by the Customer pursuant to Section 8.1.6: Customer Responsibilities.
- Create an incident, as necessary. Gather information to perform the following:
  - Characterize the issue.
  - Determine a plan of action.
  - Assign and track the incident to resolution.
- Provide the Customer with system configuration info, site info, system notifications, and system notes via MyView Portal.
- Cooperate with the Customer to coordinate the transition of monitoring responsibilities between Motorola Solutions and the Customer as specified in Section 8.1.6: Customer Responsibilities.
- Maintain communication as needed with the Customer in the field until incident resolution.
- Provide available information on incident resolution to the Customer.

8.1.5 Limitations and Exclusions

- The following activities are outside the scope of the Network Monitoring service:
  - Motorola Solutions will not monitor any elements outside of the Customer's ASTRO 25 network, or monitor infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the ASTRO 25 radio network and capable of sending alerts to the Unified Event Manager ("UEM").
  - Additional support charges above contracted service agreement fees may apply if Motorola Solutions determines that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
  - Monitoring of network transport, such as WAN ports, WAN cloud, and redundant paths, unless provided by supplemental service outside this standard scope.
  - Emergency on-site visits required to resolve technical issues that cannot be resolved by working remotely with the Customer's technical resource.
  - System installations, upgrades, and expansions.
  - Customer training.
  - Hardware repair and/or replacement.
  - Network security services.
  - Information Assurance.

8.1.6 Customer Responsibilities

- Allow Motorola Solutions continuous remote access to enable the monitoring service.
- Provide continuous utility service to any Motorola Solutions equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on the Customer's premises.
- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete a CSP, including:
  - Incident notification preferences and procedure.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.
- Submit timely changes in any information supplied to Motorola Solutions and included in the CSP to the Customer Support Manager ("CSM").

- Notify the CMSO when the Customer performs any activity that impacts the system. Activity that impacts the system may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.
- Send system configuration change requests to Motorola Solutions' CSM via MyView Portal.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Provide Motorola Solutions with all Customer-managed passwords required to access the Customer's system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply if it is determined that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
- In the event that Motorola Solutions agrees in writing to provide supplemental monitoring for third-party elements provided by the Customer, the Customer agrees to obtain third party consents or licenses required to enable Motorola Solutions to provide the monitoring service.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- Contact Motorola Solutions to coordinate transition of monitoring when the responsibility for monitoring needs to be transferred to or from Motorola Solutions, as specified in pre-defined information provided in the Customer's CSP. An example of a transfer scenario is transferring monitoring from Motorola Solutions for network monitoring after normal business hours.
  - Upon contact, the Customer must provide Motorola Solutions with customer name, site ID, status on any open incidents, priority level of any open incidents, brief descriptions of any ongoing incident, and action plan for resolving those incidents.
- Acknowledge that incidents will be handled in accordance with Section 8.1.10: Priority Level Definitions and Response Times.

8.1.7 Connectivity Matrix

Request connectivity eight weeks in advance of service start date.

Table 8-2: Available Connectivity

System Type	Available Connectivity	Set up and Maintenance
ASTRO® 25	Internet VPN	Motorola Solutions
ASTRO® 25	Ethernet	Motorola Solutions

8.1.8 Motorola Solutions Owned and Supplied Equipment

This table identifies equipment that Motorola Solutions will supply to support the network monitoring service for the duration of the service.

Table 8-3: Motorola Solutions Owned and Supplied Equipment

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

8.1.9 Monitored Elements

This table identifies the elements that can be monitored by the service. The specific quantities of each element to be monitored on the Customer's system will be inventoried in the CHP.

Table 8-4: Monitored Elements

Monitored Elements		
Active Directory	Enrichment Testing	Probe
Agent	Environmental	QUANTAR
AIS	ESX	Radio Interface
AMB	Exit Router	RDM
Application Server	Firewall	RFDS
APX Cloud Application	GAS Server	RGU
ATR	Gateway	RNG
AUC	Gateway Router	Router
Backup Server	Gateway Unit	RTU
Base Radio	GIS Server	SCOM Server
Call Processor	HSS	Short Data Router
CAM	Infrastructure (CHI CAM)	Site
Camera	Install Server	Statistical Server
CBSD	LAN Switch	Storage Networking
CCGW	Licensing Service	Switch
CEB	Link	Telephony
Channel	Load Balancer	TENSR
Client Station	Logging Recorder	Terminal Server
CommandCentral AXS dispatch console	Logging Replay Station	Time Keeper
Controller	MGEG	Training App
Conventional	Microwave	Training Database
Core	MME	TRAK
Core Router	MOSCAD Server	Trap Forwarder
Data Processing	Network Address	UCS
Database Server	Network Device	UEM
Data Warehouse Server	NTP	Virtual Machine
Device Configuration Server	OP	VMS
DIU	OSP	VPM

Monitored Elements		
DNS	Packet Data Gateway	WSGU
Domain Controller	Physical Host Environmental	ZDS
DSC 8000 Site Controller	Physical Host Power and Network	Zone Controller
eNodeB	Power Distribution Unit	

8.1.10 Priority Level Definitions and Response Times

This section describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 8-5: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time
Critical P1	**Core:** Core server or core link failure. No redundant server or link available. **Sites/Subsites:** Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles:** More than 40% of a site's console positions down. **Conventional Channels:** Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features:** Security is non-functional or degraded. **Alarm Events:** Door, motion, intrusion, power failure, or environmental alarms triggered.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.
High P2	**Core:** Core server or link failures. Redundant server or link available. **Consoles:** Between 20% and 40% of a site's console positions down. **Sites/Subsites:** One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels:** Up to 50% of CCGWs down. Redundant gateways available. **Network Elements:** Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.

Incident Priority	Incident Definition	Initial Response Time
Medium P3	**Consoles:** Up to 20% of a site's console positions down. **Conventional Channels:** Single channel down. Redundant gateway available. **Network Elements:** Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Technical resource will acknowledge incident and respond within 1 Business Day of CMSO logging incident.
Low P4	**Service Requests:** Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 Business Day.

8.2 CUSTOMER TECHNICIAN DISPATCH OVERVIEW

Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization will serve as a central point of contact for the Customer's on-site technical service requests. The CMSO will dispatch the appropriate service response and resources to Customer, and coordinate them. Motorola Solutions will track and monitor service requests from incident creation to close through an electronic incident process.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy ("SwSP").

8.2.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer's request for on-site service. The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed. Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the Customer's field service technician until incident closure.

8.2.2 Scope

Customer Technician Dispatch provides dispatch services in accordance with agreed response times. Customer's Response Time Classification is designated in the Customer Support Plan ("CSP").

8.2.3 Inclusions

Customer Technician Dispatch is provided for Motorola Solutions-sold infrastructure.

8.2.4 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, assign to the Customer's field service technician, and track the incident to resolution.
- Contact the Customer's designated dispatch contact ("Customer Contact") and provide necessary incident information collected by Motorola Solutions.
  - If the Customer Contact does not respond to Motorola Solutions as described within Section 8.2.5: Customer Responsibilities, Motorola Solutions will continue to attempt to reach the Customer Contact every 10 minutes until Motorola Solutions has attempted to communicate with each contact name set forth in the pre-defined escalation contact table provided by the Customer.
  - After attempting to reach every Customer Contact named on the pre-defined escalation contact table, Motorola Solutions will either send an email or leave a voice mail message

with the Customer Contact to notify the Customer Contact of the incident. Thereafter, Motorola Solutions will defer the incident to the next (second) Standard Business Day.
  - On the next (second) Standard Business Day, Motorola Solutions will try to reach the Customer Contact again. If Motorola Solutions has attempted to communicate with all Customer Contacts named on the Customer escalation table, and has not received a response from any Customer Contact, Motorola Solutions will close the incident. MOTOROLA SOLUTIONS WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE INABILILTY OF MOTOROLA SOLUTIONS TO REACH THE CUSTOMER CONTACT OR PERSONS ON THE CUSTOMER ESCALATION TABLE WITHIN TWO STANDARD BUSINESS DAYS.
- If the Customer's field service technician does not report site arrival within response times, escalate the incident as indicated by the escalation contact table provided by the Customer.
- If required by Customer's repair verification preferences, verify with the Customer that restoration is complete or system is functional. Close incident once the Customer notifies Motorola Solutions of incident resolution.
  - If the Customer cannot confirm within 20 minutes of restoration, the Motorola Solutions will close the incident and will release the Customer field service technician.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal ("SCP"):
  - Open and closed.
  - Open, assigned to the Customer's field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

8.2.5 Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined Customer information and preferences necessary to complete CSP:
  - Incident notification preferences and procedure.
  - Escalation contact table.
  - Site arrival preference.
  - Repair verification preference and procedure.
- Provide the following information when initiating a service request with the CMSO:
  - Assigned system ID number.
  - Problem description and site location.
  - Other pertinent information requested by Motorola Solutions to open an incident.
- Respond to Motorola Solutions within 10 minutes of receipt of page or telephone call to accept incident assignment.
  - If the Customer fails to contact Motorola Solutions within 10 minutes, Motorola Solutions will escalate contact as described under Section 8.2.4: Motorola Solutions Responsibilities.
- If dictated by the Customer's site arrival preferences, have Customer's field service technician report site arrival to Motorola Solutions for all accepted incident assignments.
- Have the Customer's field service technician report incident resolution to Motorola Solutions.
- Cooperate with Motorola Solutions and perform acts that are reasonable or necessary to enable Motorola Solution to provide the Customer Technician Dispatch service to the Customer.

8.2.6 Recommended Priority Level Response Times

This section describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels. Motorola Solutions standard response times for on-site services are included in the following tables for reference.

Table 8-6: Standard Priority Level Definitions and Response Times

Incident Priority	Incident Definition	On-site Response Time
Critical P1	**Core:** Core server or core link failure. No redundant server or link available. **Sites/Subsites:** Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles:** More than 40% of a site's console positions down. **Conventional Channels:** Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features:** Security is non-functional or degraded.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
High P2	**Core:** Core server or link failures. Redundant server or link available. **Consoles:** Between 20% and 40% of a site's console positions down. **Sites/Subsites:** One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels:** Up to 50% of CCGWs down. Redundant gateways available. **Network Elements:** Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
Medium P3	**Consoles:** Up to 20% of a site's console positions down. **Conventional Channels:** Single channel down. Redundant gateway available. **Network Elements:** Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	**Service Requests:** Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Not applicable.

Table 8-7: Premier Priority Level Definitions and Response Times

Incident Priority	Incident Definition	On-site Response Time
Critical P1	**Core:** Core server or core link failure. No redundant server or link available. **Sites/Subsites:** Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles:** More than 40% of a site's console positions down. **Conventional Channels:** Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features:** Security is non-functional or degraded.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 2 hours of receiving dispatch notification.
High P2	**Core:** Core server or link failures. Redundant server or link available. **Consoles:** Between 20% and 40% of a site's console positions down. **Sites/Subsites:** One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels:** Up to 50% of CCGWs down. Redundant gateways available. **Network Elements:** Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 2 hours of receiving dispatch notification.
Medium P3	**Consoles:** Up to 20% of a site's console positions down. **Conventional Channels:** Single channel down. Redundant gateway available. **Network Elements:** Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	**Service Requests:** Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Not applicable.

Table 8-8: Limited Priority Level Definitions and Response Times

Incident Priority	Incident Definition	On-site Response Time
Critical P1	**Core:** Core server or core link failure. No redundant server or link available. **Sites/Subsites:** Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles:** More than 40% of a site's console positions down. **Conventional Channels:** Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features:** Security is non-functional or degraded.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
High P2	**Core:** Core server or link failures. Redundant server or link available. **Consoles:** Between 20% and 40% of a site's console positions down. **Sites/Subsites:** One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels:** Up to 50% of CCGWs down. Redundant gateways available. **Network Elements:** Site router, site switch, or GPS server down. No redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
Medium P3	**Consoles:** Up to 20% of a site's console positions down. **Conventional Channels:** Single channel down. Redundant gateway available. **Network Elements:** Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	**Service Requests:** Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Not applicable.

8.3 SYSTEM UPGRADE AGREEMENT OVERVIEW

Utilizing the ASTRO® 25 System Upgrade Agreement (“SUA”) service, the ASTRO25 system is able to take advantage of new functionality and security features while extending the operational life of the system. Motorola Solutions continues to make advancements in on-premise and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO 25 is available at all times.

The ASTRO System Upgrade Agreement periodically provides upgrades to system software and cloud platforms, with associated implementation services and hardware changes, to keep the overall ASTRO 25 system in a supportable state for maintenance, repair, overall network health, and security.

This Statement of Work (“SOW”), including all of its subsections and attachments is an integral part of the applicable agreement (“Agreement”) between Motorola Solutions, Inc. (“Motorola Solutions”) and the customer (“Customer”).

The Customer is required to keep the system within a standard support period as described in Motorola Solutions’ Software Support Policy (“SwSP”).

8.3.1 Scope

As system releases become available, Motorola Solutions agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in each eligible upgrade window over the term of this agreement. The term of the agreement is listed in Table 8-9: SUA Term. The eligible upgrade windows and their duration are illustrated in Table 8-10: Eligible Upgrade Window.

With the addition of the cloud services, Motorola Solutions agrees to provide continuous updates to the cloud core to enable the delivery of additional functionality. Cloud updates will be more frequent than the ASTRO 25 system release upgrades and will occur outside the defined eligible upgrade windows in Table 8-10: Eligible Upgrade Window. Motorola Solutions may in its sole discretion automatically apply the cloud updates as they become available.

If needed to perform the software upgrades, Motorola Solutions will provide updated and/or replacement hardware for covered infrastructure components. System release upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola Solutions’ option, new system releases may introduce new features or enhancements that Motorola Solutions may offer for purchase. These new features, available separately for purchase, are not part of the System Upgrade Agreement.

Table 8-9: SUA Term

– Duration	– {4} Year(s)

Table 8-10: Eligible Upgrade Window

First Eligible Upgrade Window	Second Eligible Upgrade Window	Third Eligible Upgrade Window
Duration:	Duration:	Duration:
{{1st Quantity}}	{{2nd Quantity}}	{{3rd Quantity}}

The methodology for executing each system upgrade is described in Section 8.3.4.1: Upgrade Planning and Preparation through Section 8.3.4.4: Upgrade Completion. ASTRO 25 SUA pricing is based on the system configuration outlined in Section 8.3.7: System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA price adjustment.

The price quoted for ASTRO 25 SUA requires the Customer to choose a certified system upgrade path in Section 8.3.6: ASTRO 25 System Release Upgrade Paths. Should the Customer elect an upgrade path other than one listed in Section 8.3.6: ASTRO 25 System Release Upgrade Paths, the Customer agrees that additional fees may be incurred to complete the implementation of the system upgrade. In this case, Motorola Solutions agrees to provide a price quotation for any additional materials and services necessary.

8.3.2 Inclusions

The ASTRO 25 SUA only covers the products outlined in Section 8.3.7: System Pricing Configuration and does not cover all products. Refer to Section 8.3.3: Limitations and Exclusions for examples of exclusions and limitations.

The ASTRO 25 SUA applies only to system release upgrades within the ASTRO 25 platform and entitles the Customer to eligible past software versions for downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

ASTRO 25 SUA makes available the subscriber radio software releases that are shipping from the factory during the coverage period.

8.3.3 Limitations and Exclusions

The parties acknowledge and agree that the ASTRO 25 SUA does not cover the products and services detailed in this section.

Excluded Products and Services	Examples but not limited to
Purchased directly from a third party	NICE, Genesis, Verint
Residing outside of the ASTRO 25 network	CAD, E911, Avtec Consoles
Not certified on ASTRO 25 systems	Laptops, PCs, Eventide loggers
Backhaul Network	MPLS, Microwave, Multiplexers
Two-Way Subscriber Radios	APX, MCD 5000, Programming, Installation
Consumed in normal operation	Monitors, microphones, keyboards, speakers
RFDS and Transmission Mediums	Antennas, Transmission Line, Combiners

– Excluded Products and Services	– Examples but not limited to
– Customer provided cloud connectivity	– LTE, Internet
– Maintenance Services of Any Kind	– Infrastructure Repair, Tech Support, Dispatch

8.3.3.1 Platform Migrations

Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Platform migrations are the replacement of a product with the next generation of that product. Unless otherwise stated, platform migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

8.3.3.2 Non-Standard Configurations

Systems that have non-standard configurations that have not been certified by Motorola Solutions Systems Integration Testing are specifically excluded from the ASTRO 25 SUA unless otherwise included in this SOW. Customer acknowledges that if the system has a Special Product Feature it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

8.3.3.3 System Expansions and New Features

Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola Solutions.

Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary to provide system expansions and/or new features or functionality that are implemented concurrently with the certified system upgrade are not included.

8.3.3.3.1 Security Update Service

ASTRO 25 SUA does not cover or include deliverables included with the Security Update Service. The SUA does not include software support for virus attacks, applications that are not part of the ASTRO 25 system, unauthorized modifications, or other misuse of the covered software. At the time of upgrade, Motorola Solutions will provide the latest applicable software, patches, and antivirus updates when and if available, as a part of the system release upgrade. The security patches and antivirus updates delivered as part of this upgrade are intended to bring the system current in all respects but does not imply that the Customer is eligible for ongoing security patching.

ASTRO 25 SUA does not cover the labor or materials associated with the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in 8.3.4.1.1 Motorola Solutions Responsibilities.

The upgrade may include 3rd party software such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola Solutions software service packs that may be available. Motorola Solutions will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

8.3.3.4 Cloud Technology

Support for Customer provided connectivity to the cloud platform is not covered under this agreement.

Future cloud, IT, and security related adoption is an evolving technological area and laws, regulations, and standards relating to ASTRO 25 SUA may change. Any changes to ASTRO 25 SUA required to achieve future regulatory or Customer specific compliance requirements are not included.

8.3.4 System Upgrades

8.3.4.1 Upgrade Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

8.3.4.1.1 Motorola Solutions Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this agreement, or where the Customer will be responsible for implementing the system release upgrade software.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the cloud update and the actual field upgrade implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the system upgrade.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the cloud based technologies.
- Assign program management support required to perform the certified system upgrade. Prepare an overall project schedule identifying key tasks and personnel resources required from Motorola Solutions and Customer for each task and phase of the upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified system upgrade.
- Provide access to cloud training videos, frequently asked questions, and help guide.

- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola Solutions will provide this training only once per system.

8.3.4.1.2 Customer Responsibilities

Contact Motorola Solutions to schedule and engage the appropriate Motorola Solutions resources for a system release upgrade and provide necessary information requested by Motorola Solutions to execute the upgrade. Review upgrade schedule and reach mutual agreement of the same.

Identify hardware not purchased through Motorola Solutions that will require the system release upgrade software.

Purchase the security patches, antivirus upgrades and the labor necessary to address any security upgrades backlog accumulation identified in Section 8.3.4.1.1: Motorola Solutions Responsibilities, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.

If applicable, provide network connectivity at the zone core site(s) for Motorola Solutions to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola Solutions will provide the network connection specifications, as listed in Section 8.3.4.1.1: Motorola Solutions Responsibilities. Network connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the system release upgrade.

Assist in site walks of the system during the system audit when necessary.

Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable. Upon reasonable request by Motorola Solutions, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA is included in Section 8.3.7: System Pricing Configuration.

Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA. The Customer may purchase these under a separate agreement.

If not provided by Motorola Solutions, maintain an internet connection between the on premise radio solution and the cloud platform.

Identify any Customer specific standard or requirements that may be implicated by the planned upgrade(s), including heightened cloud, IT, or information security related standards or requirements, such as those that may apply to U.S. Federal Customer or other government Customer standards. Motorola Solutions makes no representations as to the compliance of ASTRO 25 SUA with any Customer specific standards, requirements, specifications, or terms, except to the extent expressly specified.

Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

8.3.4.2 System Readiness Checkpoint

All items listed in this section are to be completed at least 30 days prior to a scheduled upgrade.

8.3.4.2.1 Motorola Solutions Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus upgrades have been upgraded on the Customer's system.
  - Motorola Solutions reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

8.3.4.2.2 Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus upgrades to the Customer's system have been completed or contract Motorola Solutions to complete in time for the System Readiness Checkpoint.

8.3.4.3 System Upgrade

8.3.4.3.1 Motorola Solutions Responsibilities

Perform system infrastructure upgrade for the system elements outlined in this SOW.

8.3.4.3.2 Customer Responsibilities

- Inform system users of software upgrade plans and scheduled system downtime.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide software upgrade services.

8.3.4.4 Upgrade Completion

8.3.4.4.1 Motorola Solutions Responsibilities

- Validate all certified system upgrade deliverables are complete as contractually required.
- Confirm with Customer that the cloud is available for beneficial use.

8.3.4.4.2 Customer Responsibilities

- Cooperate with Motorola Solutions in efforts to complete any post upgrade punch list items as needed.

8.3.5 Special Provisions

The migration of capabilities from ASTRO 25 on-premise infrastructure to the cloud is not considered to be a platform migration and is therefore included in the deliverable of the SUA agreement. Technologies based on cloud architecture will be a part of the Motorola Solutions roadmap and may be subject to additional cloud terms and conditions.

The SUA does not extend to customer-provided software and hardware. Motorola Solutions makes no warrants or commitments about adapting our standard system releases to accommodate customer implemented equipment. If during the course of an upgrade, it is determined that customer provided software and/or hardware does not function properly, Motorola Solutions will notify the customer of the limitations. The customer owns any costs and liabilities associated with making the customer provided software and/or hardware work with the standard Motorola Solutions system release. This includes, but is not limited to, Motorola Solutions costs for the deployment of resources to implement the upgrade once the limitations have been resolved by the customer.

Any Motorola Solutions software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Solutions Software License Agreement. Any non-Motorola Solutions Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola Solutions the right to sublicense the Non-Motorola Solutions 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 Solutions makes no representations or warranties of any kind regarding non-Motorola Solutions Software. Non-Motorola Solutions Software may include Open Source Software.

ASTRO 25 SUA coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola Solutions no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA program. In either case, Motorola Solutions will refund to Customer any prepaid fees for ASTRO 25 SUA applicable to the terminated period.

If the Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola Solutions reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

The ASTRO 25 SUA annualized price is based on the fulfillment of the system release upgrade in each eligible upgrade window. If the Customer terminates, except if Motorola Solutions is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible upgrade window if a system release upgrade has been taken prior to the point of termination.

8.3.6 ASTRO 25 System Release Upgrade Paths

The upgrade paths for standard ASTRO 25 system releases are listed in Table 1-3: Certified Standard ASTRO 25 System Release Upgrade Paths.

Table 8-11: Certified Standard ASTRO 25 System Release Upgrade Paths

ASTRO 25 System Release	Certified Upgrade Paths
Pre-7.17.X	Upgrade to Current Shipping Release
A7.17.X	A2020.1
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1

The upgrade paths for high security ASTRO 25 system releases for federal deployments are described in Table 1-4: Certified High Security ASTRO 25 System Release Upgrade Paths.

Table 8-12: Certified High Security ASTRO 25 System Release Upgrade Paths

ASTRO 25 High Security System Release	Certified Upgrade Paths
A7.17.X	A2020.HS
A2020.HS	A2022.HS

The release taxonomy for the ASTRO 25 7.x platform is expressed in the form “ASTRO 25 7.x release 20YY.Z”. In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

A20XX.HS enhances the ASTRO 25 System release with support for Public key infrastructure (“PKI”) Common Access Card/Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance.

- The most current system release upgrade paths can be found in the most recent Lifecycle Services bulletin.
- The information contained herein is provided for information purposes only and is intended only to outline Motorola Solutions’ presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola Solutions reserves the right to make changes to the content and timing of any product, product feature, or software release.

8.3.7 System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA price adjustment.

Table 8-13: System Configuration

System Configuration
Master Site Configuration

System Configuration	
Cloud based Master Site	0
Cloud based DSR Site	0
On-Premise Master Site	0
On-Premise DSR Site	0
System Level Features	
Standalone servers (Critical Connect / Smart Connect / Edge Server)	0
MOSCAD NFM RTU (typically 1 per site location)	2
Network Management Clients	2
Unified Network Services (UNS) or KMF	0
Telephone Interconnect	0
Security Configuration	
AERSS Sensors	1
Firewalls	1
RF Site Configuration	
Virtual Prime Sites	0
IP Simulcast Prime Sites (include co-located/redundant)	0
RF Sites (include Simulcast sub-sites, ASR sites, HPD sites)	2
GTR 8000 Base Stations	15
Dispatch Site Configuration	
Dispatch Site Locations	1
MCC7500 Dispatch Consoles	5
AIS	1
CCGWs	2
MC EDGE Aux I/O	0
AXS Console Dispatch Site Locations	0
AXS Console PDH (Command Central Hub)	0
AXS Servers	0
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog) Purchased through MSI	0
Verint Logging recorders (IP, Telephony, or Analog) Purchased through MSI	0
MACH Alert FSA Purchased through MSI	0
Genesis Applications Purchased through MSI	0

SECTION 9

PRICING

9.1 SYSTEM PRICING

DESCRIPTION	PRICE
Edge Availability, TDMA DDM Upgrade, and Channel Add Solution - includes Systems Integration and 1st Year Warranty Support	$747,055.39
State Contract Discount	($89,673.85)
Additional Discount if Awarded by April 28, 2023	($20,334)
TOTAL	$637,047.54
OPTON(S)	
Location Equipment and Services	**$66,176.84**
State Contract Discount	($1,950.00)
	($902.93)
TOTAL	**$63,323.91**

9.2 MAINTENANCE PRICING

DESCRIPTION	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
Maintenance and Lifecycle Support	$109,846.04	$113,410.48	$117,117.49	$120,974.25	**$461,348.26**
Available Discount	-$8,232.83	-$8,562.15	-$8,904.63	-$9,261.11	**-$34,960.72**
TOTAL	**$101,613.21**	**$104,848.33**	**$108,212.86**	**$111,713.14**	**$426,387.54**

SECTION 10

CONTRACT

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 March 10, 2023
- C-2 "Pricing Summary & Equipment List" dated March 10, 2023
- C-3 "Implementation Statement of Work" dated March 10, 2023
- C-4 "Acceptance Test Plan" or "ATP" dated TBD
- C-5 "Performance Schedule" dated TBD

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

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

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

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.

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.

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

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

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

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 Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

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

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

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

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

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created

solely by it or its agents (hereafter, “Customer Data”), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

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

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

Section 17 GENERAL

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

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

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

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

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority

to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

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

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

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

17.9 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.

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: _____

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.

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 consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and

that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

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

Section 9 Commercial Computer Software

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

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

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including

export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 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.

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.

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 or factory;**

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.

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: _____

MAINTENANCE, SUPPORT AND **LIFECYCLE MANAGEMENT ADDENDUM**

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

1. DEFINITIONS

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

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

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

3. TERMS AND CONDITIONS

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

3.1 MAINTENANCE AND SUPPORT SERVICES

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

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

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

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30)

days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

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

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

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

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

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

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

3.1.11 EXCLUDED SERVICES.

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

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

medium.

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

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

3.2 LIFECYCLE MANAGEMENT SERVICES

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

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

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

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

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System

Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.

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

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

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

c) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

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

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

4. PAYMENT

4.1 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 the 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 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 INFLATION ADJUSTMENT. For multi-year 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

Cyber Addendum

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

Section 1. APPLICABILITY

1.1 This Addendum sets out additional and superseding terms applicable to Customer's purchase of cyber security services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, among other subscription services,(ii) professional services, and/or (iii) retainer services (i.e., professional services when expressly purchased as a block of pre-paid hours for use, subject to expiration, within a specified period across certain offered service categories ("Retainer Services") (all collectively herein, "Services").

Section 2. ADDITIONAL DEFINITIONS AND INTERPRETATION

2.1. "Customer Contact Data" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes.

2.2 "Customer Data" means Customer data, information, and content, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data or anonymized or generalized data. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third-party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third-party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services.

2.3 "Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Services. Any Feedback provided by Customer is entirely voluntary. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users. Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

2.4 "Motorola Data" means data owned or licensed by Motorola.

2.5 "Process" or "Processing" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2.6 "Service Use Data" means data generated by Customer's use of the Services or by Motorola's support of the Services, including personal information, threat data, security threat intelligence and mitigation data, vulnerability data, threat scenarios, malicious and third-party IP information, malware, location, monitoring and recording activity, product performance and error information, threat signatures, activity logs and date and time of use.

2.7 “Statement(s) of Work” or “SOW(s)” as used in this Addendum means a statement of work, ordering document, accepted proposal, or other agreed upon engagement document issued under or subject to this Addendum. Mutually agreed upon SOWs may be attached hereto as Exhibit(s) A-1, A-2, A-3, etc., and/or are respectively incorporated by reference, each of which will be governed by the terms and conditions of this Agreement. Statements of Work may set out certain “Deliverables,” which include all written information (such as reports, specifications, designs, plans, drawings, 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 a SOW and this Agreement. The Deliverables, if any, are more fully described in the Statements of Work.

2.8 “Third-Party Data” means information obtained by Motorola from publicly available sources or its third-party content providers and made available to Customer through the products or Services.

Section 3. LICENSE, DATA AND SERVICE CONDITIONS

3.1 Delivery of Cyber Services

3.1.1 All Professional Services will be performed in accordance with the performance schedule included in a Statement of Work (“SOW”). Delivery of hours purchased as Retainer Services is at the onset of the applicable retainer period. Hours purchased as Retainer Services expire and are forfeited if not used within the Retainer period, subject to terms of use, expiration and extension, if any, as set out in the applicable SOW or ordering document. Professional Services described in a SOW will be deemed complete upon Motorola’s performance of such Services or, if applicable, upon exhaustion or expiration of the Retainer Services hours, whichever occurs first.

3.1.2 Subscription Services. Delivery of subscription services will occur upon Customer’s receipt of credentials required for access to the Services or upon Motorola otherwise providing access to the Services platform.

3.1.3 To the extent Customer purchases equipment from Motorola (“Supplied Equipment"), title and risk of loss to the Supplied Equipment will pass to Customer upon installation (if applicable) or shipment by Motorola. Customer will take all necessary actions, reimburse freight or delivery charges, provide or obtain access and other rights needed and take other requested actions necessary for Motorola to efficiently perform its contractual duties. To the extent Supplied Equipment is purchased on an installment basis, any early termination of the installment period will cause the outstanding balance to become immediately due.

3.2 Motorola may use or provide Customer with access to software, tools, enhancements, updates, data, derivative works, and other materials which Motorola has developed or licensed from third parties (collectively, “Motorola Materials”). The Services, Motorola Data, Third-Party Data, and related documentation, are considered Motorola Materials. Notwithstanding the use of such materials in Services or deliverables, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials. Motorola grants Customer and Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Services and associated deliverables solely for Customer’s internal business purposes.

3.3 To the extent Customer is permitted to access, use, or integrate Customer or third-party software, services, content, or data that is not provided by Motorola (collectively, “Non-Motorola Content”) with or through the Services, or will use equipment or software not provided by Motorola, which may be required for use of the Services (“Customer-Provided Equipment”), Customer will obtain and continuously maintain all rights and licenses necessary for Motorola to efficiently perform all contemplated Services under this Addendum and will assume responsibility for operation and integration of such content and equipment.

3.4 Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Addendum including the right to Process and use the Customer Data as set forth in Section 3.5 – Processing Customer Data, below. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and Motorola may engage sub-processors pursuant to Section 3.5.3 – Sub-processors and Third-Party Providers.

3.5 Processing Customer Data.

3.5.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide products under the Addendum, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this Addendum, along with any related documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the change order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

3.5.2 Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Services), and Motorola's use of such Customer Data in accordance with the Addendum, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's and third-party provider use) of the Customer Data as described in the Addendum or any applicable third-party agreements or EULAs.

3.5.3 Sub-processors and Third-Party Providers. Motorola may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may process and use personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all required notices and consents, if any, and comply with other applicable legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola, and its subcontractors, sub-processors and/or third-party software, hardware or services providers. Notwithstanding any provision to the contrary, to the extent the use or performance of certain Services is governed by any separate license, data requirement, EULA, privacy statement, or other applicable agreement, including terms governing third-party software, hardware or services, including open source software, Customer will comply, and ensure its Authorized Users comply, with any such agreements or terms, which shall govern any such Services.

3.5.4 Notwithstanding any provision to the contrary in this Addendum or any related agreement, and in addition to other uses and rights set out herein, Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties.

3.6 Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

3.7. Data Retention and Deletion. Except as expressly provided otherwise, Motorola will delete all Customer Data following termination or expiration of this Addendum, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination of this Addendum. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed agreement.

3.8. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Services. Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of this Addendum. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Addendum, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of this Addendum and the Primary Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data.

3.9 Customer will ensure its employees and Authorized Users comply with the terms of this Addendum and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to products and Services. "Authorized Users" are Customer's employees, full-time contractors engaged for the purpose of supporting the products and Services that are not competitors of Motorola or its affiliates, and the entities (if any) specified in a SOW or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

3.10 Motorola as a Controller or Joint Controller**.** In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall

Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate addendum to allocate the respective roles as joint controllers.

3.11 Beta or Proof of Concept Services. If Motorola makes any beta version of its Services ("Beta Service") available to Customer, or provides Customer a trial period or proof of concept period (or other demonstration) of the Services at reduced or no charge ("Proof of Concept" or "POC" Service), Customer may choose to use such Beta or POC Service at its own discretion, provided, however, that Customer will use the Beta or POC Service solely for purposes of Customer's evaluation of such Beta or POC Service, and for no other purpose. Customer acknowledges and agrees that all Beta or POC Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta or POC Service, in its sole discretion, and Motorola may discontinue any Beta or POC Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies. Notwithstanding any other provision of this Agreement, to the extent a future paid Service has been agreed upon subject to and contingent on the Customer's evaluation of a Proof of Concept Service, Customer may cancel such future paid Service as specified in the SOW or, if not specified, within a reasonable time before the paid Service is initiated.

Section 4. WARRANTY

4.1 CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT MOTOROLA DOES NOT GUARANTEE OR WARRANT THAT IT WILL DISCOVER ALL OF CUSTOMER'S SECURITY EVENTS (SUCH EVENTS INCLUDING THE UNAUTHORIZED ACCESS, ACQUISITION, USE, DISCLOSURE, MODIFICATION OR DESTRUCTION OF CUSTOMER DATA), THREATS, OR SYSTEM VULNERABILITIES. MOTOROLA DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH SECURITY EVENTS, THREATS OR VULNERABILITIES WHETHER OR NOT DISCOVERED BY MOTOROLA. MOTOROLA DISCLAIMS ANY RESPONSIBILITY FOR CUSTOMER'S USE OR IMPLEMENTATION OF ANY RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SERVICES. IMPLEMENTATION OF RECOMMENDATIONS DOES NOT ENSURE OR GUARANTEE THE SECURITY OF THE SYSTEMS AND OPERATIONS EVALUATED. CUSTOMER SHALL BE RESPONSIBLE TO TAKE SUCH ACTIONS NECESSARY TO MITIGATE RISKS TO ITS OPERATIONS AND PROTECT AND PRESERVE ITS COMPUTER SYSTEMS AND DATA, INCLUDING CREATION OF OPERATIONAL WORKAROUNDS, BACKUPS AND REDUNDANCIES.

4.2. Customer acknowledges**,** understands and agrees that the Services and products or equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, data and Customer Data, including, but not limited to, denial of access to a legitimate system user, automatic shut-down 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.

4.3. Motorola warrants that Supplied Equipment, under normal use and service, will be free from material defects in materials and workmanship for one (1) year from the date of shipment, subject to Customer providing written notice to Motorola within that period. AS IT RELATES TO THE SUPPLIED EQUIPMENT, MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

4.4. Pass-Through Warranties. Notwithstanding any provision of this Addendum or any related agreement to the contrary, Motorola will have no liability for third-party software, hardware or services resold or otherwise provided by Motorola; provided, however, that to the extent offered by third-party software, hardware or services providers and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

Section 5 LIMITATION OF LIABILITY

5.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS ADDENDUM (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

5.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THIS ADDENDUM OR ANY RELATED OR UNDERLYING AGREEMENT, WILL NOT EXCEED THE FEES SET FORTH IN THE APPLICABLE SOW OR PRICING FOR THE CYBER SERVICES UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SERVICES OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR THE CYBER SERVICES TO WHICH THE CLAIM IS RELATED DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. FOR AVOIDANCE OF DOUBT, THE LIMITATIONS IN THIS SECTION 5.2 APPLY IN THE AGGREGATE TO INDEMNIFICATION OBLIGATIONS ARISING OUT OF THIS ADDENDUM OR ANY RELATED AGREEMENTS.

5.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, SERVICES, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES; (H) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (I) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (J) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

5.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in Section 5.3 – Additional Exclusions above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any fees set forth in this Addendum or separate order for such Services, if applicable.

5.5. Representations and Standards. Except as expressly set out in this Addendum or the applicable Motorola proposal or statement of work relating to the cyber products or services, or applicable portion thereof, Motorola makes no representations as to the compliance of Motorola cyber products and services with any specific standards, specifications or terms. For avoidance of doubt, notwithstanding any related or underlying agreement or terms, conformance with any specific standards, specifications, or requirements, if any, as it relates to cyber products and services is only as expressly set out in the applicable Motorola SOW or proposal describing such cyber products or services or the applicable (i.e., cyber) portion thereof. Customer represents that it is authorized to engage Motorola to perform Services that may involve assessment, evaluation or monitoring of Motorola's or its affiliate's services, systems or products.

5.6. Wind Down of Services. In addition to any other termination rights, Motorola may terminate the Services, any SOW or subscription term, in whole or in part, in the event Motorola plans to cease offering the applicable Services to customers.

5.7. Third-Party Beneficiaries. The Addendum is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Addendum will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software, products or services included in the Services will be a direct and intended third-party beneficiary of this Addendum.

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

MOTOROLA	CUSTOMER
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

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

Telephone: 1847-576-5000
Fax: 1312 614 4295

May 1, 2023

City of Joplin
303 E 3rd St, Joplin,
MO 64801

To Whom it May Concern,

This letter is in reference to the purchase City of Joplin is looking to make for an Edge Availability Upgrade for the Public Safety Radio System.

The City of Joplin radio system is a Motorola Solutions ASTRO system. This system was competitively bid and awarded to Motorola Solutions for a citywide mission critical communications for public safety users. The Edge Availability proposal is adding onto this existing system and assets, and tying the system into other regional/statewide radio systems.

The Jasper County Emergency Services Radio System, Springfield-Greene County Zone 4 Radio System and Missouri Statewide Radio System are all Motorola Solutions ASTRO systems. The Edge Availability proposal for the City of Joplin is allowing the City to tie their radio system into these other systems. Because all systems are Motorola infrastructure, Motorola must provide the Edge Availability solution for the City of Joplin for the upgrade to the existing City-owned system. Additionally, the Edge Availability proposal is adding onto the assets that the City of Joplin already owns with your RF Radio Sites and Radio Dispatch Consoles.

In addition, this infrastructure has been competitively bid and the discounts from the Missouri State Contract have been applied to the proposal. The contract discounts can be found on Missouri Contract # CT182780001.

If you have any further questions please contact your Motorola Account Manager Denise Gibbs at 312-270-3935 or denise.gibbs@motorolasolutions.com

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-508 – Approving a contract for a time extension with Guidehouse to continue to provide ARPA-Infrastructure related assistance.

MEETING DATE
May 15, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-508 Ordinance; Exhibit "A" Guidehouse Agreement

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract for a time extension with Guidehouse to provide ARPA-Infrastructure related assistance on behalf of the City.

BACKGROUND
In June of 2022 following a bid process, the City hired Guidehouse to maximize the City's ARPA allocation and apply for State ARPA grants, Bipartisan Infrastructure Law (BIL) grants, Infrastructure and Investment Act (IIJA) grants, as well as other grant opportunities identified on behalf of the City. Guidehouse was also hired to ultimately help the City formulate a final spending plan for the City's ARPA allocation, as well as give regular updates to the City Council and the public on the grant applications. The original contract was for a one-year period in the amount of $375,000.00.

While the applications for the State ARPA funds are complete, the BIL and IIJA grant opportunities have been slower to develop and will continue to be released in the upcoming months. Funds still remain on the original contract for Guidehouse to continue to apply for additional grants on behalf of the City, but the contract expires in June. Therefore, this contract extends the time portion of the contract for an additional year, as long as funds remain from the original contract.

Under this contract, Guidehouse has been successful in bringing grant dollars to the City of Joplin, which will save our local taxpayers from funding these projects while also bringing the resources for this community to achieve some transformational projects that will have a long lasting impact well into the future.

FUNDING SOURCE
This item does not have an additional budget impact.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis in order to continue the Guidehouse contract.

COUNCIL BILL NO. 2023-508 ORDINANCE NO.

AN ORDINANCE approving a Contract by and between the City of Joplin and Guidehouse Inc. for a performance time extension to provide ARPA-Infrastructure related assistance; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Contract by and between the City of Joplin and Guidehouse Inc. for a performance time extension to provide ARPA-Infrastructure related assistance, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance requires an appropriation adjustment.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT A

City of Joplin, MO
Finance Department
602 South Main Street
Joplin, MO 64801
417-624-0820

Guidehouse Inc.
1676 International Drive, Suite 800
McLean, VA 22102
(630)650-1034

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2022-RFP-11 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated May 16, 2022 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best Offeror for performing the services listed in this RFP attached hereto and incorporated herein as Exhibit A;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, but with a performance time extension to June 30, 2023 within the not to exceed cost provision set forth in number three.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B.

3. The City agrees to pay the Consultant not to exceed $375,000.00 in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. **Assignment:** The Consultant shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the party's intention that the Consultant will be an Independent Consultant and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers' Compensation, and unemployment insurance laws. The Consultant will retain sole and absolute discretion in the judgment

of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

    B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

17. **Consultant's Responsibility for Subcontractor**: It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractor, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractor to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractor and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance, in accordance with the applicable policy provisions. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

A. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

B. The Consultant shall defend, indemnify and hold the City harmless, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Consultant hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant.

C. The Consultant shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

D. The indemnification obligations of Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. Notwithstanding any term herein, and except to the extent finally determined to be prohibited by law, Consultant's aggregate liability for all claims, losses, liabilities, or damages in connection with this agreement or its subject matter, whether as a result of breach of contract, tort (including negligence), or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to Consultant under this agreement. In addition, Consultant shall have no liability arising from or relating to any third-party hardware, software, information, or materials selected or supplied by the City.

F. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined

according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas Edwards, City Manager

CONSULTANT

_____
Guidehouse, Inc.

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2023-008 – amending Chapter 10 – Alcoholic Beverages, Article I – In General, by enacting a new Section 10-19 – Prohibition of shooters.

MEETING DATE
May 15, 2023

ORIGINATING DEPARTMENT
Legal

ATTACHMENTS
Council Bill No. 2023-008

REVIEWED BY
City Attorney Peter Edwards; Police Chief Sloan Rowland; City Manager Nicholas Edwards.

SUMMARY
This Council Bill amends Chapter 10 of the City Code relating to alcoholic beverages by enacting a prohibition of shooters/miniature alcohol bottles.

BACKGROUND
Alcoholic beverages in containers less than or equal to 100 milliliters, commonly referred to as "shooters," have become prevalent in the City.

Due to their small size, shooters are easier to conceal and transport, and disproportionately contribute to violations of the City Code, including prohibitions against littering, open containers, and public intoxication.

Adoption of this amendment is consistent with the City's strategic priorities, including improving community appearance, addressing declining neighborhoods, addressing homelessness, and reducing crime and increasing safety.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.

COUNCIL BILL NO. 2023-008 ORDINANCE NO.

AN ORDINANCE amending Chapter 10 – Alcoholic Beverages, Article I – In General, by enacting a new Section 10-19 – Prohibition of shooters.

WHEREAS, alcoholic beverages in containers less than or equal to 100 milliliters, commonly referred to as "shooters" or "miniature alcohol bottles" have become prevalent in the City; and

WHEREAS, due to their small size, shooters are easier to conceal and transport, and disproportionately contribute to violations of the City Code, including prohibitions against littering, open containers, and public intoxication; and

WHEREAS, adoption of this amendment is consistent with the City's strategic priorities, including improving community appearance, addressing declining neighborhoods, addressing homelessness, and reducing crime and increasing safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That Chapter 10 – Alcoholic Beverages, Article I – In General is amended by enacting a new Section 10-19 – Prohibition of shooters/miniature alcohol bottles, as follows:

"Section 10-19 – Prohibition of shooters/miniature alcohol bottles.

The sale of alcoholic beverages in containers less than or equal to 100 milliliters is prohibited."

Section 2. That this Ordinance shall be in full force and effect ninety (90) days from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2023-405 – approving a public service agreement between The City of Joplin and The Alliance of Southwest Missouri to fund Abused and Neglected Children Services in response to Covid-19.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
May 15, 2023

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Assistant City Manager-Tony Robyn, City Manager-Nick Edwards.

SUMMARY;
The following agreement is between the City of Joplin and Community Clinic of Southwest Missouri for Cares Act Community Development Block Grant funds.

BACKGROUND;
The Alliance of Southwest Missouri works to advance the well-being of kids and adults through education resources provided through public services related to prevention, safety, parenting and social capital. The alliance has applied for funds to adapt services in response to Covid-19. This includes indoor and outdoor furniture, fixtures & equipment to Abused and neglected children public services in a socially distant and outdoor setting to prevent Covid related illness.

FUNDING SOURCE
This Council Bill provides Sixty Two Thousand Seven Hundred Seventeen Dollars and Thirty Five Cents ($62,717.35) from CARES Act Community Development Block Grant B20MW290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the Third Substantial Amendment to the 2019 Action Plan.

Staff recommends approval of the agreement so The Alliance may procure applied for materials necessary to provide Covid response Abused and Neglected children services under the CDBG-CV program.

ATTACHMENTS
Attachment A - Public Services Agreement
Public Service Grant Application(s)
CB 2023-405 Ordinance

CDBG-CV RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

THE ALLIANCE OF SOUTHWEST MISSOURI

THIS AGREEMENT, entered this ___ day of _____, 2023 by and between the City of Joplin (herein called the "Grantee") and The Alliance of Southwest Missouri (herein called the "Recipient").

WHEREAS, the Grantee has received funds from the United States Government authorized by Public Law 116-136 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG-CV public service activities in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CARES ACT Community Development Block Grant program:

Program Delivery

Activity: Recipient will provide (05N HUD Matrix) Abused and Neglected Children Services in an appropriate manner in response to the Covid-19 pandemic for select clientele populations in Joplin.

General Administration

The Recipient will provide services and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG-CV program.

B. National Objectives

All activities funded with CDGB-CV funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208, as well as the additional requirements as required by the Federal Register Notice

FR-6218-N-01 III.B.5.(f) activities funded must be used to prevent, prepare for, and respond to the coronavirus.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons and Prevent, prepare for, and Respond to the Coronavirus.

The National Objective will be documented with data collected by the recipient on approved forms attached to this agreement while conducting of the public service.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect aggregated data for Child Parent Relationship Training (CPRT) for the performance period

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties
Jennifer Black	Executive Director

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2023 and end on the anniversary of the initiation of the time of performance.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-20-MW-29-0008) after 60 days from date of agreement unless otherwise approved by Grantee.

III. BUDGET

Funding ($62,717.35) will be reimbursed for items related to the operation of health services.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Sixty Two Thousand Seven Hundred Seventeen dollars and thirty five cents $ 62,717.35

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Jennifer Black
Title: Director of Planning, Development And Neighborhood Services	Title: Executive Director
Grantee: City of Joplin	Recipient: The Alliance of Southwest Missouri
602 S. Main Street	1601 S. Wall Avenue
Joplin, Missouri 64801	Joplin, Missouri 64804
Phone: (417) 624-0820	Phone: 417 782-9899
Fax: 1-417-625-4738	Fax: n/a

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Cares Act Community Development Block Grant (CDBG-CV) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 200 Uniform Administrative Requirements, Subpart F Audit Requirements, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with 2 CFR 200 Uniform Administrative Requirements, Subpart E Cost Principles, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

3. Travel

The Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR

570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

5. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction

contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards),

housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2023

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

The Alliance of Southwest Missouri

_____

Jennifer Black
Executive Director

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is __Jennifer Black__ (Name) and I am the __Executive Director__ (Title) of the ___The Allicance of Southwest Missouri__ (Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

City of Joplin Community Development
Income Demographic Summary Form (2022 AMIs)
Reporting Period 3/4/23 – 3/4/24

LMI Individuals			Total LMI Persons
Extremetly Low (30% AMI)	Very Low (50% AMI)	Low (80% AMI)	

Non-LMI Families	Total Non-LMI Persons

1. Total number of surveys Distributed	# Individuals	# Hispanci Ind.
2. Total number of Hispanic/Latino		
3. Racial Designation		
A. White		
B. Black, African American, or African		
C. Asian or Asian American		
D. Americn Indian/Alaskan Native		
E. Native Hawaiian/Other pacific islander		
F. American Indian/Alask native & White		
G. Asian & White		
H. Black/African American & White		
I. American Indian/Alaska Natice & Black/African American		
K. Other Multi-Racial or Missing		
	# Individuals	% Housholds
4. Elderly/Age 62 or Older		
5. Handicapped/Disabled		

Signatue: _____ Date: _____

Return to: City of Joplin, Community Development, 602 Sputh Main Street, Joplin, Missouri 64801 at the end of project.

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

CARES Community Development Block Grant

(CDBG-CV) Program

Eligible Activities & National Objective

Public Service Activities in accordance with 24 CFR 570.201(e): (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, childcare, health, drug abuse, education, fair housing counseling, energy conservation.

Low-to-moderate (LMI) Limited Clientele: services to benefit a clientele in accordance with 24 CFR 570.208(a)(2) presumed to be principally LMI such as abused children, battered spouses, elderly persons, disabled adults, homeless persons, illiterate adults, and persons living with AIDS.

Written Agreement Required

Each recipient of CDBG funds must agree to sign a written agreement with the City, covering at a minimum the following provisions: 1) statement of work, 2) records and reports, 3) program income, 4) uniform administrative requirements, 5) suspension and termination, and 6) reversion of assets. **No expenses incurred prior to the signing of the agreement may be reimbursed for the project.**

All application must be tied back to Covid-19 in order to prevent, prepare to or respond to the pandemic. Example: the procurement of equipment to enable remote work as part of the public service.

Public Services must be provided, and agency (or office) located within the City of Joplin.

Applications restricted to procurement of equipment and supplies.

Procurement policies for the City of Joplin's CDBG Program are a combination of federal and City regulations. Procurement policies include, but are not limited to, the following basic requirements:

Approval – purchases and procurements (including subrecipient reimbursements) are approved by the Program Staff.

Bidding – purchases and procurements (including subrecipient reimbursements) are made in compliance with City bidding requirements, which are as follows:

1. Purchases under $1,000 do not require bids,
2. Purchases between $1,000 and $15,000 require written bids

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

City Staff Only
Date Received: _____
IDIS Activity No: _____

Applicant Identification

Name of Organization: The Alliance of Southwest Missouri

Mailing Address: 1601 S Wall Joplin, MO 64804

Name of Executive: Jen Black Title: Executive Director

Dates of Organization's Fiscal Year: July 1 – June 30

Application Preparer

Name: Jessilyn VanDeburgh Title: Assistant Grant Writer Phone: 417-782-9899

Project Type (Services Provided)

€ 05A Senior Services € 05B Handicapped Services € 05C Legal Services € 05D Youth Services
€ 05E Transportation Services € 05F Substance Abuse Services € 05G Battered and Abused Spouses
€ 05H Employment Training € 05M Health Services ∅ **05N Abused and Neglected Children**
€ 03T Homeless/Aids Patients Programs € 05X Housing Information and Referral Services

Previous Assistance Disclosure

Check the appropriate box below if your business has received any Federal assistance after March 13, 2019

✓ SBA Payment Protection Program (PPP) Amount Received: Two rounds of PPP received, the first totaling $110,800.00 and the second totaling $110,808.27.
What was the specific use of the funds received: Both rounds of funding were utilized for payroll.

€ SBA Economic Injury Disaster Loan (EIDL) Amount Received: _____
What was the specific use of the funds received: _____

€ SBA Express Bridge Loan Amount Received: _____
What was the specific use of the funds received: _____

€ SBA Debt Relief Program Amount Received: _____
What was the specific use of the funds received: _____

€ Other Federal Program Assistance Name of Program: _____
Amount Received: _____
What was the specific use of the funds received: _____

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Required Narratives

Narratives must be provided in order to determine eligibility. Briefly, yet descriptively, complete the following narrative questions. Use a separate piece of paper, if not completing this form digitally. Provide all required attachments with the completed application.

1. Describe the non-for-profit applying for grant funds.

The Southwest Missouri Community Alliance, dba The Alliance of Southwest Missouri, exists to advance the well-being of kids and the grownups in their lives. The Alliance does this by championing critical issues, aligning leaders, and delivering solutions where needed most in Jasper, Newton, Barton, and McDonald Counties. The Alliance is headquartered in Joplin, MO. Established in 1998, the Alliance is one of 20 Community Partnerships in Missouri established by the Family and Community Trust, which works to build safer and healthier communities by offering education and resources for children and their families. Much of the work supported by the Alliance is in service of prevention, safety, and education. We facilitate collaborative efforts to build strong families and strong communities.

The Alliance provides multifaceted safety education to children and youth and is home to community prevention programs, including Safe Kids, Early Childhood education support, DYS Youth Mentoring, parenting classes, Building Bridges, the Missouri Reentry Program, community coalitions, and more. These programs exist to help youth and families make safer choices and create safer environments.

2. Describe the public service selected on the project type selected on the previous page.

The Alliance of Southwest Missouri serves abused and neglected children in the community through Child Parent Relationship Training (CPRT). This is a 10-week research-based parenting course designed to build stronger and healthier families in order to prevent family violence and behavioral discord. This past year 66 parents have attended CPRT classes, with 47 graduates. Through this program, the Alliance provides low-income families the opportunity to thrive.

3. Describe the Limited Clientele population in accordance with 24 CFR 570.208(a)(2) for which service is provided.

Taught by a licensed counselor, CPRT works with parents to better understand their children. Topics covered include regaining control as a parent, helping your child develop self-control, effectively disciplining and limiting inappropriate behavior, understanding your child's emotional needs, and communicating more effectively as a family. CPRT requires proof of income to ensure that it primarily serves low-income families.

4. How will the grant funds be used to improve services?

Grant funds will allow the Alliance to provide rolling tables and chairs for the provided CPRT

meeting space. The mobility of these tables and chairs allows for social distancing, improving our services by equipping our organization to prevent the spread of Covid, and making our CPRT class safer for staff and participants.

5. How will the use of grant funds be used to respond to the Covid-19 pandemic?

Procuring mobile chairs and tables to replace stationary furniture allows the Alliance to provide CPRT classes while social distancing to prevent the spread of Covid-19. According to Space and Social Distancing in Managing and Preventing COVID-19 Community Spread: An Overview (2/23/23), published by the National Institutes of Health (NIH), social distancing "is considered the fundamental approach to prevent people from directly contacting the potential source of pathogens and remains the most effective one not only for the SARS-CoV-2 virus but also all other aerobic transmissive diseases." The article goes on to state that social distancing, among all other prevention strategies, "is the simplest, the most cost-effective, and works the fastest to obtain expected outcomes from the history of combating aerobic transmissive diseases in epidemiology experiences."

6. Provide the most recent financial statement for your corporation.

Please see attached.

7. Provide itemizations of requested procured equipment and supplies.

   Total $54,750.00 - "Office Furniture 2Go" – 50 tables: 6ft x 24in Flip Top Nesting Tables by Office Source at $22,250.00, 100 chairs: Cool Mesh Y-Back Nesting Chairs by Office Source at $32,500.00.

8. Provide three (3) written quotations for any items greater than $1,000.00 and the identify the selected vendor's quotation.
   a. Rolling Nesting Chairs
      i. Chosen bid – "Office Furniture 2Go" – Quantity: 100, 6ft x 24in Flip Top Nesting Tables by Office Source at $325 each.
      ii. 2nd Bid – "Office Depot" – Quantity: 100, Mayline Valore Mesh/Fabric Mid-Back Nesting Training Chair, Black at $464.99 each.
      iii. 3rd Bid – "Office Chairs Unlimited" – Quantity: 100, Office Star Pro Line II Mesh Folding Chair at $448.20 each.
   b. Rolling Nesting Tables
      i. Chosen bid - "Office Furniture 2Go" – Quantity: 50 tables, 6ft x 24in Flip Top Nesting Tables by Office Source at $445
      ii. 2nd Bid - "Office Chairs USA" – Quantity: 50 tables, Impromptu Mobile Training & Conference Table at $671 each.
      iii. 3rd Bid – "Find Office Furniture" – Quantity: 50 tables, 6ft x 24in Flip Top Nesting Table by Office Source Furniture at $495 each.

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Statement of Assurances

The applicant hereby assures and certifies that:

(a) It possesses legal authority to apply for the grant, and execute the proposed program.

(b) Its governing body has duly adopted or passed, as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and direction, and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.

(c) The Community Development Block Grant program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight; or includes activities which the grantee certifies are designed to meet other community development needs having a particular urgency as specifically explained in the application.

(d) It will comply with the regulations, policies, guidelines, and requirements of 24 CFR 85, as modified by 24 CFR 570, Subpart J, as they relate to the application, acceptance, and use of Federal funds under this document.

It will comply with:

(e) Title VI of the Civil Rights Act of 1964 (Pub. Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and immediately take any measure necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(f) Title VIII of the Civil Rights Act of 1968 (Pub. Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing; the financing of housing, and the provisions of brokerage services;

(g) Executive Order 12259, Leadership and Coordinator of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;

(h) Section 109 of the Housing and Community Development Act of 1974 (ACT) as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, religion, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under the act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 as amended shall also apply to any such program activity.

(i) Titles I through V of the Americans with Disabilities Act of 1990;

(j) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; shall take affirmative actions to insure fair treatment in employment, upgrading, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship; and

(j) It will abide by the terms and conditions of the City of Joplin's Conflict of Interest Program Policy for all activities paid for or assisted by Community Development Block Grant funds.

(k) It will comply with the Anti-kickback Copeland Act of 1934, 18 U.S.C. Sec. 874 and 40 U.S.C. Sec. 276(a), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

(l) It will comply with the provisions of the Hatch Act which limits the political activity of employees.

(m) It will give the City of Joplin and HUD, through any authorized representatives, access to and the right to

examine all records, books, papers, or documents relating to the grant.

(n) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing with the EPA.

(o) It will comply with:

(1) The National Environmental Policy Act of 1969 (42 U.S. C. Sec. 4321 et seq.) and 24 CFR Part 58;

(2) Executive Order 11988, Floodplain Management;

(3) Executive Order 11990, Protection of Wetland;

(4) The Endangered Species Act of 1973, as amended, (16 U.S.C. Sec. 1531 et seq.);

(5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Sec. 661 et seq.);

(6) The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. Sec. 1271);

(7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Sec. 30(f) et seq.);

(8) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b) and Title X of the Housing and Community Development Act of 1992;

(9) Sections 700.300 – 324 of RSMo concerning lead paint hazards;

(10)The Clean Air Act of 1970, as amended (42 U.S.C.S. 7401 et seq.);

(11)The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C.S. 1251 et. seq.);

(12)The Clean Water Act of 1977 (Public Law 95-217);

(13)The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et seq.);

(14)Section 519 of Public Law 101-144, the 1990 HUD Appropriations Act, prohibiting use of excessive force by jurisdictional law enforcement in response to nonviolent civil rights demonstrations, and prohibiting physical barring of entrance or exit to a facility subject to the nonviolent civil rights demonstrations;

(15)Section 1352, Title 31, U.S.C. if awarded funds in excess of $100,000;

(16)The Single Audit Act of 1984, amended 1996, Public Law 98-502, and OMB Circular A-133;

(17)Cranston-Gonzales National Affordable Housing Act (Section 906 and 912);

(18)Subpart C of 24 CFR, Part 12 regarding disclosure requirements.

(p) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

(q) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this Title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection (a).

Signature of Authorized Representative



Date: 4/10/23

Printed Name

Jen Black

)/product/OGA335/6ft-x-24in-Flip-Top-Nesting-Table-by-Office-Source.aspx?cat=101A02A02-OGA335&origin=pla&kw=&cat=101A02A02-%7Ccamp-missing-tracking-in-of2go-Shopping-%7C&gclid=Cj0KCQjw_r6hBhDd

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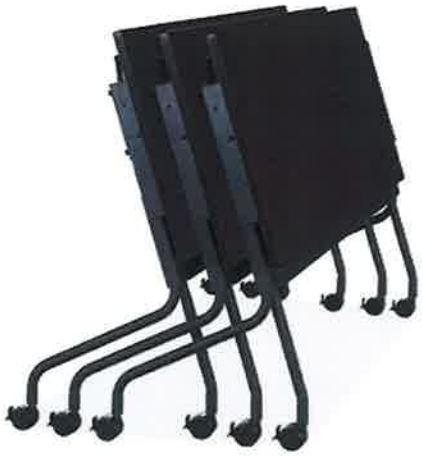
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ome / Tables / Training Tables



Espresso / Black



6ft x 24in Flip Top Nesting Table by Office Source

$445

+ FREE SHIPPING

Compare At: $794

You save: $349 (44%)

Item Number: 101-**OGA335**

QTY: 2

OPTION:

Please Choose Option

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LOW PRICE

LOWEST PRICE GUARANTEE!

If you find the same product for less anywhere else, give us a call at 1.800.460.0858. We'll match that price, plus, you'll get our Free Lifetime Warranty and unparalleled service. DETAILS

FEATURES

- Lifetime Warranty
- Durable laminate top
- 3 mil dura edge
- Casters for easy mobility
- Ships ready for assembly
- **MINIMUM QUANTITY OF 2**

PRODUCT DETAILS

Brand: Office Source
Collection(s): Flip Top Training
Weight: 102 lbs.

DIMENSIONS

Overall: 6 ft W x 24 in D x 30 in H

Impromptu® Mobile Training & Conference Table



Model: SAF-2065

Brand: Safco

~~$799.00~~ $671.00
(You save $128.00)

ALWAYS FREE SHIPPING

Ships within 2-3 business days

BULK PRICING:
Below are the available bulk discount rates for each individual item when you purchase a certain amount

- Buy 2 - 5 and get 10% off
- Buy 6 or above and get 20% off

TABLETOP SIZE & SHAPE: * View Options

LAMINATE TABLETOP COLOR: * View Options

FRAME COLOR: * View Options

Greetings. What information can I get for you?


Espresso / Black


Cherry / Black


Espresso / Black


Coastal Gray / ...


Maple / Black


Mahogany / Bl...


Modern Walnut...


White / Black


Cherry / Silver


Espresso / Silver


Coastal Gray / ...


Mahogany / Sil...


Maple / Silver


Modern Walnut...


White / Silver

SEE MORE IMAGES +

SHARE:

6ft x 24in Flip Top Nesting Table by Office Source Furniture

$495

+ FREE SHIPPING

Compare At: $794

You save: $299 (38%)

Item Number: **RKC034**119

QTY: 2

OPTION:

Please Choose Option

/product/KDA114/Cool-Mesh-Y%24Back-Nesting-Chair-by-Office-Source.aspx

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Black (Fabric Seat)






Black (Fabric Se... | Black Vinyl | Navy Blue (Fabri... | Celestial Blue (F...



Cool Gray (Fabri...

SEE MORE IMAGES +

SHARE:

Cool Mesh Y-Back Nesting Chair by Office Source

$325

+ FREE SHIPPING

Compare At: $429

You save: $104 (24%)

Item Number: 101-**KDA114**

QTY: 1

OPTION:

Please Choose Option

ADD TO CART

LOW PRICE

LOWEST PRICE GUARANTEE!

If you find the same product for less anywhere else, give us a call at 1.800.460.0858. We'll match that price, plus, you'll get our Free Lifetime Warranty and unparalleled service. DETAILS

FEATURES

- Lifetime Warranty
- Mesh back
- Charcoal frame
- Chairs nest for easy storage
- Ships ready for easy assembly

PRODUCT DETAILS

Brand: Office Source
Collection(s): Cool Mesh Y-Back
Weight: 55 lbs.

DIMENSIONS

Overall: 24 in W x 24 in D x 37 in H
Seat Width: 18-1/2 in W
Seat Depth: 19 in D

Mayline® Valore Mesh/Fabric Mid-Back Nesting Training Chair, Black

Item #671217



$464.99/carton

− 1 + Add To Cart

Estimated 3-7 Business Day Delivery
Ships In Stock

Others also purchased

WorkPro® Flex Collection Rectangle Table Top, Espresso
★★★★★ (15)
Reg. $239.99 (You save $144.06)
$95.93 Sale

View Details

WorkPro® 22"D Vertical 4-Drawer File Cabinet, Metal, Black
★★★★½ (854)

Feedback



BRAND: OFFICE STAR (HTTPS://WWW.OFFICECHAIRSUNLIMITED.COM/COLLECTIONS/OFFICE-STAR)

Office Star Pro Line II Mesh Folding Chair /2 Pack [84440-30]

SKU: 84440-30

Fabric Color:

Grade A Icon Black 231

~~$488.54~~ **$448.20**

Quantity:

1

ADD TO CART

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

CARES Community Development Block Grant

(CDBG-CV) Program

Eligible Activities & National Objective

Public Service Activities in accordance with 24 CFR 570.201(e): (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, childcare, health, drug abuse, education, fair housing counseling, energy conservation.

Low-to-moderate (LMI) Limited Clientele: services to benefit a clientele in accordance with 24 CFR 570.208(a)(2) presumed to be principally LMI such as abused children, battered spouses, elderly persons, disabled adults, homeless persons, illiterate adults, and persons living with AIDS.

Written Agreement Required

Each recipient of CDBG funds must agree to sign a written agreement with the City, covering at a minimum the following provisions: 1) statement of work, 2) records and reports, 3) program income, 4) uniform administrative requirements, 5) suspension and termination, and 6) reversion of assets. **No expenses incurred prior to the signing of the agreement may be reimbursed for the project.**

All application must be tied back to Covid-19 in order to prevent, prepare to or respond to the pandemic. Example: the procurement of equipment to enable remote work as part of the public service.

Public Services must be provided, and agency (or office) located within the City of Joplin.

Applications restricted to procurement of equipment and supplies.

Procurement policies for the City of Joplin's CDBG Program are a combination of federal and City regulations. Procurement policies include, but are not limited to, the following basic requirements:

Approval – purchases and procurements (including subrecipient reimbursements) are approved by the Program Staff.

Bidding – purchases and procurements (including subrecipient reimbursements) are made in compliance with City bidding requirements, which are as follows:

1. Purchases under $1,000 do not require bids,
2. Purchases between $1,000 and $15,000 require written bids

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

City Staff Only

Date Received: _____

IDIS Activity No: _____

Applicant Identification

Name of Organization: The Alliance of Southwest Missouri

Mailing Address: 1601 S Wall Joplin, MO 64804

Name of Executive: Jen Black Title: Executive Director

Dates of Organization's Fiscal Year: July 1 – June 30

Application Preparer

Name: Jessilyn VanDeburgh Title: Assistant Grant Writer Phone: 417-782-9899

Project Type (Services Provided)

€ 05A Senior Services € 05B Handicapped Services € 05C Legal Services € 05D Youth Services
€ 05E Transportation Services € 05F Substance Abuse Services € 05G Battered and Abused Spouses
€ 05H Employment Training € 05M Health Services ∅ **05N Abused and Neglected Children**
€ 03T Homeless/Aids Patients Programs € 05X Housing Information and Referral Services

Previous Assistance Disclosure

Check the appropriate box below if your business has received any Federal assistance after March 13, 2019

✓ SBA Payment Protection Program (PPP) Amount Received: Two rounds of PPP received, the first totaling $110,800.00 and the second totaling $110,808.27.
What was the specific use of the funds received: Both rounds of funding were utilized for payroll.

€ SBA Economic Injury Disaster Loan (EIDL) Amount Received: _____
What was the specific use of the funds received: _____

€ SBA Express Bridge Loan Amount Received: _____
What was the specific use of the funds received: _____

€ SBA Debt Relief Program Amount Received: _____
What was the specific use of the funds received: _____

€ Other Federal Program Assistance Name of Program: _____
Amount Received: _____
What was the specific use of the funds received: _____

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Required Narratives

Narratives must be provided in order to determine eligibility. Briefly, yet descriptively, complete the following narrative questions. Use a separate piece of paper, if not completing this form digitally. Provide all required attachments with the completed application.

1. Describe the non-for-profit applying for grant funds.

The Southwest Missouri Community Alliance, dba The Alliance of Southwest Missouri, exists to advance the well-being of kids and the grownups in their lives. The Alliance does this by championing critical issues, aligning leaders, and delivering solutions where needed most in Jasper, Newton, Barton, and McDonald Counties. The Alliance is headquartered in Joplin, MO. Established in 1998, the Alliance is one of 20 Community Partnerships in Missouri established by the Family and Community Trust, which works to build safer and healthier communities by offering education and resources for children and their families. Much of the work supported by the Alliance is in service of prevention, safety, and education. We facilitate collaborative efforts to build strong families and strong communities.

The Alliance provides multifaceted safety education to children and youth and is home to community prevention programs, including Safe Kids, Early Childhood education support, DYS Youth Mentoring, parenting classes, Building Bridges, the Missouri Reentry Program, community coalitions, and more. These programs exist to help youth and families make safer choices and create safer environments.

2. Describe the public service selected on the project type selected on the previous page.

The Alliance of Southwest Missouri serves abused and neglected children in the community through Child Parent Relationship Training (CPRT). This is a 10-week research-based parenting course designed to build stronger and healthier families in order to prevent family violence and behavioral discord. This past year 66 parents have attended CPRT classes, with 47 graduates. Through this program, the Alliance provides low-income families the opportunity to thrive.

3. Describe the Limited Clientele population in accordance with 24 CFR 570.208(a)(2) for which service is provided.

Taught by a licensed counselor, CPRT works with parents to better understand their children. Topics covered include regaining control as a parent, helping your child develop self-control, effectively disciplining and limiting inappropriate behavior, understanding your child's emotional needs, and communicating more effectively as a family. CPRT requires proof of income to ensure that it primarily serves low-income families.

4. How will the grant funds be used to improve services?

Grant funds will allow the Alliance to provide rolling tables and chairs for the provided CPRT

meeting space. The mobility of these tables and chairs allows for social distancing, improving our services by equipping our organization to prevent the spread of Covid, and making our CPRT class safer for staff and participants.

5. How will the use of grant funds be used to respond to the Covid-19 pandemic?

Procuring an outdoor projector screen, sound system, and picnic tables for a CPRT outdoor meeting space at 1901 S Pearl Ave allows for social distancing in fresh air equipping our organization to prevent the spread of Covid and making our CPRT class safer for staff and participants. Videos are utilized so that participants in our CPRT class are able to watch demonstrations that properly portray skills and techniques utilized in play therapy. According to Space and Social Distancing in Managing and Preventing COVID-19 Community Spread: An Overview (2/23/23), published by the National Institutes of Health (NIH), social distancing "is considered the fundamental approach to prevent people from directly contacting the potential source of pathogens and remains the most effective one not only for the SARS-CoV-2 virus but also all other aerobic transmissive diseases." The article goes on to state that social distancing, among all other prevention strategies, "is the simplest, the most cost-effective, and works the fastest to obtain expected outcomes from the history of combating aerobic transmissive diseases in epidemiology experiences." When CPRT classes are held in such a way to prevent the spread of Covid, abused and neglected children can participate for the duration of the program, whereas without these healthful measures being put into place, participants could miss out on weeks of the program due to illness.

6. Provide the most recent financial statement for your corporation.

Please see attached.

7. Provide itemizations of requested procured equipment and supplies.

Item	Quantity	Cost Per Item	Total Cost Per Item
Picnic Tables	5	$1,198.85	$5,994.25
Outdoor Projector, Amazon	1	$749.00	$749.00
Outdoor Projector Screen, Amazon	2	$413.99	$827.98
Outdoor Speakers, Amazon	1	$396.12	$396.12
Total Outdoor FF&E			**$7,967.35**

8. Provide three (3) written quotations for any items greater than $1,000.00 and the identify the selected vendor's quotation.

   a. Chosen bid – "TreeTop Products" – 5 tables, Hex Table at $1,198.85
   b. 2nd Bid – "Global Industrial" – 5 tables, Global Industrial 6' Hexagon Picnic Table, Recycled Plastic, Green at $1,231
   c. 3rd Bid – "Amish Yard" – 5 tables, Berlin Gardens Octagon Picnic Table at $2,278 each

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Statement of Assurances

The applicant hereby assures and certifies that:

(a) It possesses legal authority to apply for the grant, and execute the proposed program.

(b) Its governing body has duly adopted or passed, as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and direction, and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.

(c) The Community Development Block Grant program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight; or includes activities which the grantee certifies are designed to meet other community development needs having a particular urgency as specifically explained in the application.

(d) It will comply with the regulations, policies, guidelines, and requirements of 24 CFR 85, as modified by 24 CFR 570, Subpart J, as they relate to the application, acceptance, and use of Federal funds under this document.

It will comply with:

(e) Title VI of the Civil Rights Act of 1964 (Pub. Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and immediately take any measure necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(f) Title VIII of the Civil Rights Act of 1968 (Pub. Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing; the financing of housing, and the provisions of brokerage services;

(g) Executive Order 12259, Leadership and Coordinator of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;

(h) Section 109 of the Housing and Community Development Act of 1974 (ACT) as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, religion, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under the act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 as amended shall also apply to any such program activity.

(i) Titles I through V of the Americans with Disabilities Act of 1990;

(j) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; shall take affirmative actions to insure fair treatment in employment, upgrading, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship; and

(j) It will abide by the terms and conditions of the City of Joplin's Conflict of Interest Program Policy for all activities paid for or assisted by Community Development Block Grant funds.

(k) It will comply with the Anti-kickback Copeland Act of 1934, 18 U.S.C. Sec. 874 and 40 U.S.C. Sec. 276(a), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

(l) It will comply with the provisions of the Hatch Act which limits the political activity of employees.

(m) It will give the City of Joplin and HUD, through any authorized representatives, access to and the right to

examine all records, books, papers, or documents relating to the grant.

(n) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing with the EPA.

(o) It will comply with:

(1) The National Environmental Policy Act of 1969 (42 U.S. C. Sec. 4321 et seq.) and 24 CFR Part 58;

(2) Executive Order 11988, Floodplain Management;

(3) Executive Order 11990, Protection of Wetland;

(4) The Endangered Species Act of 1973, as amended, (16 U.S.C. Sec. 1531 et seq.);

(5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Sec. 661 et seq.);

(6) The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. Sec. 1271);

(7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Sec. 30(f) et seq.);

(8) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b) and Title X of the Housing and Community Development Act of 1992;

(9) Sections 700.300 – 324 of RSMo concerning lead paint hazards;

(10)The Clean Air Act of 1970, as amended (42 U.S.C.S. 7401 et seq.);

(11)The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C.S. 1251 et. seq.);

(12)The Clean Water Act of 1977 (Public Law 95-217);

(13)The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et seq.);

(14)Section 519 of Public Law 101-144, the 1990 HUD Appropriations Act, prohibiting use of excessive force by jurisdictional law enforcement in response to nonviolent civil rights demonstrations, and prohibiting physical barring of entrance or exit to a facility subject to the nonviolent civil rights demonstrations;

(15)Section 1352, Title 31, U.S.C. if awarded funds in excess of $100,000;

(16)The Single Audit Act of 1984, amended 1996, Public Law 98-502, and OMB Circular A-133;

(17)Cranston-Gonzales National Affordable Housing Act (Section 906 and 912);

(18)Subpart C of 24 CFR, Part 12 regarding disclosure requirements.

(p) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

(q) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this Title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection (a).

Signature of Authorized Representative



Date: 4/10/23

Printed Name

Jen Black

cled-plastic-hex-table?sku=1ZK5661-CD/BK&st-t=ptgoogshop&gclid=Cj0KCQjw_r6hBhDdARIsAMIDhV82oLrphcjaNPb-Ti63nqc15S9OnrkdLYplKVg7d-z0cIIDqiOF4TsaAowOEALw_wcB



Hex Table

★★★★★ 43 Reviews

As low as

$1,198.85 Quantity discounts available

Quantity Discounts

Quantity	6
Price	$1,128.85

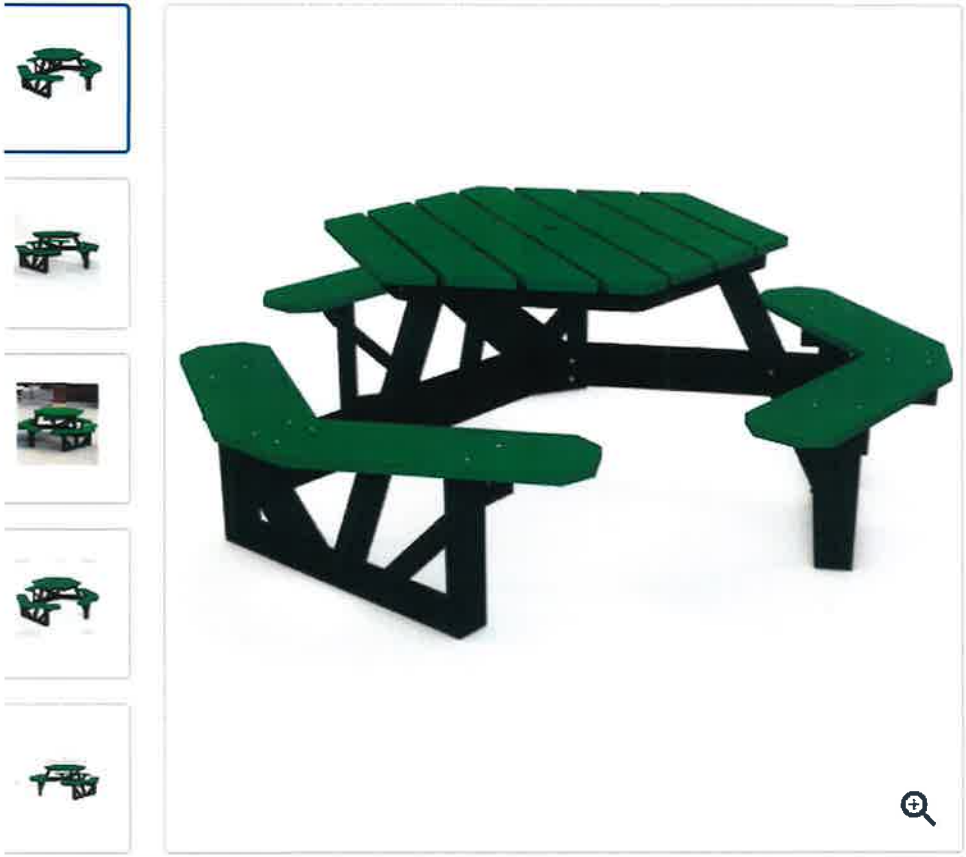
Product Configuration

Select Color

Selected Color : Cedar

Frame Color

/hex-table-recycled-plastic-6-ft-black-frame-green?infoParam.campaignId=T9F&gclid=CjwKCAjwrdmhBhBBEiwA4Hx5g-xgHEU-bqJq2CN5uevxlLyRxfaZgt09j1p2iXyPTeET5V-N4jae2RoC5I0QAvD_BwE



Model #: T9FB264040

EXCLUSIVE BRANDS

Global Industrial™ 6' Hexagon Picnic Table, Recycled Plastic, Green

< View All Standard Round & Hexegon Picnic Tables >

★★☆☆☆ (1) | Questions & Answers (0)

Purchase Information

PRICE
$1,231.00

Usually ships in 1 to 4 days
Estimated Delivery to

Enter zipcode

Apply zipcode(s)

SELECT COLOR

Cedar | Green | Gray

cts/poly-octagon-picnic-table-bg?variant=37734781386928&currency=USD&utm_medium=product_sync&utm_source=google&utm_content=sag_organic&utm_campaign=sag_organic&gclid=CjwKCAjwrdmhBhBBEiwA4I



Berlin Gardens Octagon Picnic Table

by Berlin Gardens

★★★★★ 5 reviews

$2,278.00

SKU POPT5184

Take your outside area to new heights with the trendy Berlin Gardens Octagon Picnic Table. Its lively style makes this the most pleasurable and functional focal point of your deck, patio, or backyard.

- Select from a variety of UV stabilized colors
- 100% weather resistant, fade-proof poly lumber material
- No splinters, rotting or rusty hardware
- Amish crafted in the USA
- Requires assembly

MADE IN THE USA

FREE SHIPPING

100% MONEY BACK GUARANTEE

Main Color
Aruba Blue

Frame Color
Aruba Blue

Quantity
1

Shipping times are extended. See details.

Request Free Color Samples

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COUNCIL BILL NO. 2023-405 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and The Southwest Missouri Community Alliance that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City.

WHEREAS, the City of Joplin and The Southwest Missouri Community Alliance (The Alliance), are desirous of entering into an agreement whereby The Alliance will conduct Abused and Neglected Children Services to benefit low- and moderate-income persons in response to the Covid-19 Pandemic through the CARES Act Community Development Block Grant Program (CDBG-CV).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and The Alliance is entered into that describes the expenditure of CDBG-CV public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 15th day of May, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-506 – Approving the Salary Administration Plan for Classified and Unclassified positions and the Salary Administration Plan for Part-Time/Seasonal positions.

MEETING DATE
May 1, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-506 Ordinance; Exhibit "A"-Salary Administration Plan for Classified and Unclassified positions; Exhibit "B"-Salary Administration Plan for Part-Time/Seasonal positions; Schedule "A"-Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the Salary Administration Plan for Classified and Unclassified positions, as well as the Salary Administration Plan for Part-Time/Seasonal positions.

BACKGROUND
Wage improvements for all City employees have been a priority of the City Manager, along with City Council support, since 2020. As such, the City first commissioned a market study that showed the entire Salary Administration Plan was too low and resulted in a 9% across-the-board adjustment to the entire Plan and, correspondingly, to employees. This was followed by the adoption of a Compensation Philosophy to follow once the pay structure is corrected based on available resources. However even after these steps, there was still a feeling that the pay plan structure through the placement or groupings of positions was not correct and the Plan was in need of an internal equity update. In order to review internal equity, the next step was to update the job descriptions, which was undertaken and completed in 2021. This set the stage for an internal equity study in 2022.

The City hired AGH to conduct that study. The process was very much an employee driven process with the consultant. There was an employee committee made up of representatives from across departments. With the consultant's assistance, the committee learned about compensable factors, helped choose the compensable factors for this organization and scored the positions. AGH reviewed and validated the information and compiled the correct groupings for the positions, which was presented to City Council in August of 2022.

At this same time, the voters of Joplin were asked to consider Prop Public Safety, which was

ultimately not successful. With the outcome of the election, City staff began working with the FOP to develop a new pay plan for the police department, along with an agreement. Through the collaborative process, a new agreement, including a pay plan with guaranteed step increases for five years, was adopted and went into effect on September 10, 2022. Next, similar work began with the IAFF for the fire department. A similar agreement and pay plan was developed and adopted at the end of December 2022.

Then, work turned to developing a pay plan that implements the internal equity recommendations. As presented in August by AGH, the City's entire pay plan is too low, too compressed and the positions are not correctly grouped based on compensable factors and they recommended adopting a new pay plan. The proposed pay plan is built around the police and fire pay plans in an attempt to ensure the entire pay structure is equitable for the organization as a whole. Internal equity is not about giving pay raises today, although that does occur through placement in the new pay plan, but rather about placing positions in the appropriate grades and grouped with similarly valued positions based on those compensable factors. The compensable factors developed for this organization are:

- Knowledge
- Responsibility and Accountability
- Leadership
- Fiscal Responsibility
- Work Impact
- Problem Solving
- Customer Service
- Physical Working Conditions
- Mental Stress

The new structure reduces the number of grades from 24 to 15, increases the steps from 2% to 2.5%, which reduces the number of steps from 20/22 to 17/18. The annual starting pay increases from $22,917.00 to $28,392.00. Placement within the pay plan will be minimum placement, which means the employee will move to the next closest step in their new grade to what their current pay is under the existing Plan. No position is moving backwards in terms of the starting pay for their new grade. The annual total cost of implementing this Plan is approximately $1.4 million across all funds. The annual cost to the general fund is approximately $420,000. Under fund accounting, employees are accounted for in various funds. As such, the cost of this plan is assessed to the appropriate fund for that employee. If passed tonight, the effective date of this Plan will be May 6, 2023.

This proposal is to utilize the increase in revenue from inflation and growth, as shown over the last several years to be financially sustainable, to fund this pay plan, along with the new police and fire pay plans recently adopted. While this is not the final step in needed wage improvements for general employees, the same as with the police and fire pay plans, this is merely one more step in the needed continued wage improvements with available resources in order to retain and recruit quality employees to provide the services the community desires. The inability to retain

and recruit employees utilizing the current pay plan have hindered the City's ability to provide critical services to the community.

FUNDING SOURCE

This 2023 budget is being amended across the funds for the remaining six months of the fiscal year.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2023-506 ORDINANCE NO.

AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions and Part-Time/Seasonal positions for Fiscal Year 2022-2023; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, setting a date when this Ordinance shall become effective.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new pay plan by Ordinance Number 2023-040 on March 20, 2023; and,

WHEREAS, the City's inability to recruit and retain city employees has impacted critical city services desired by the citizens of Joplin and visitors to the community; and,

WHEREAS, the City Council desires to implement the internal equity recommendations in a new Salary Administration Plan for full-time, part-time and seasonal general employees effective May 6, 2023; and,

WHEREAS, pursuant to Section 5.10 of the Home Rule Charter of the City of Joplin, Missouri, the Council, by Ordinance, must prescribe the compensation of all officers and employees of the City in the Unclassified service of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the attached Step Pay Plan be and the same is hereby adopted as the Salary Administration Plan for certain Classified and Unclassified positions of the City of Joplin as contained in said Plan effective on May 6, 2023, a copy of which is on file in the Office of the City Clerk.

Section 2. That the annual salary of certain Classified positions for Fiscal Year 2022-2023, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 3. That the annual salary of certain Unclassified positions for Fiscal Year 2022-2023, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 4. That the rate per hour for certain Part-Time and Seasonal positions shall be in accordance with Exhibit "B" attached hereto and incorporated herein. The City Manager may approve any increase to the rates stated in Exhibit "B" in order to meet the Federal Minimum Wage requirements.

Section 5. That additional compensation to members of the Unclassified and Classified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 6. That fiscal year 2022-2023 budgeted appropriations as adopted by Ordinance 2022-161 be amended by increasing appropriations by the total amount of Seven Hundred Seventeen Thousand Six Hundred Dollars and No Cents ($717,600.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 7. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 8. That this Ordinance shall become effective on May 20, 2023.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this

_____ day of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE MAY 6, 2023
* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)
1	Cook	$ 13.650	$ 13.991	$ 14.341	$ 14.700	$ 15.067	$ 15.444	$ 15.830	$ 16.226	$ 16.631	$ 17.047	$ 17.473	$ 17.910	$ 18.358	$ 18.817	$ 19.287	$ 19.769	$ 20.264	
	Court Assistant I	$ 28,392	$ 29,102	$ 29,829	$ 30,575	$ 31,339	$ 32,123	$ 32,926	$ 33,749	$ 34,593	$ 35,458	$ 36,344	$ 37,253	$ 38,184	$ 39,139	$ 40,117	$ 41,120	$ 42,148	
	Custodian																		
	Transit Dispatcher																		
2	Administrative Assistant	$ 14.742	$ 15.111	$ 15.488	$ 15.876	$ 16.272	$ 16.679	$ 17.096	$ 17.524	$ 17.962	$ 18.411	$ 18.871	$ 19.343	$ 19.826	$ 20.322	$ 20.830	$ 21.351	$ 21.885	
	Breastfeeding Peer Counselor Coordinator	$ 30,663	$ 31,430	$ 32,216	$ 33,021	$ 33,847	$ 34,693	$ 35,560	$ 36,449	$ 37,360	$ 38,294	$ 39,252	$ 40,233	$ 41,239	$ 42,270	$ 43,327	$ 44,410	$ 45,520	
	Court Compliance Officer I																		
	Laborer I																		
	Police Services Assistant																		
	Tourism Assistant																		
	Transit Driver I																		
	Utility Locator																		
	Wastewater Laboratory Assistant																		
	WIC Certifier																		
3	Automotive Service Worker	$ 15.921	$ 16.319	$ 16.727	$ 17.146	$ 17.574	$ 18.014	$ 18.464	$ 18.925	$ 19.399	$ 19.884	$ 20.381	$ 20.890	$ 21.412	$ 21.948	$ 22.496	$ 23.059	$ 23.635	
	Court Assistant II	$ 33,116	$ 33,944	$ 34,793	$ 35,663	$ 36,554	$ 37,468	$ 38,405	$ 39,365	$ 40,349	$ 41,358	$ 42,392	$ 43,452	$ 44,538	$ 45,651	$ 46,793	$ 47,962	$ 49,162	
	Engineering Assistant																		
	Laborer II																		
	Recreation Leader																		
	Transit Driver II																		
4	Accounting Specialist	$ 17.195	$ 17.625	$ 18.066	$ 18.517	$ 18.980	$ 19.455	$ 19.941	$ 20.440	$ 20.951	$ 21.474	$ 22.011	$ 22.561	$ 23.125	$ 23.704	$ 24.296	$ 24.904	$ 25.526	
	Airport Operations Worker	$ 35,766	$ 36,660	$ 37,576	$ 38,516	$ 39,479	$ 40,466	$ 41,477	$ 42,514	$ 43,577	$ 44,667	$ 45,783	$ 46,928	$ 48,101	$ 49,303	$ 50,536	$ 51,799	$ 53,094	
	Assistant City Clerk																		
	Automotive Technician I																		
	Court Compliance Officer II																		
	Crime Analyst																		
	CVB Marketing Specialist																		
	Engineering Technician																		
	Equipment Operator																		
	Evidence Technician																		
	Human Resources Specialist																		
	Legal Specialist																		
	Neighborhood Improvement Officer																		
	Park Ranger																		
	Parks Caretaker																		
	Recreation Coordinator																		
	Transit Driver III																		
	Wastewater Laboratory Technician																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE MAY 6, 2023
* - unclassified position according to city charter (E) - exempt according to FLSA

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	Wastewater Plant Operator Wastewater Plant Utility Worker																		
10	Airport Police Officer Animal Control Officer Building Inspector Building Maintenance Technician Construction Inspector Detention Officer Environmental Public Health Specialist I Executive Asst/Secretary to City Manager Heavy Equipment Operator Parks Facilities Maintenance Technician Public Safety Communications Operator Traffic, Markings and Sign Technician	$ 18.915 $ 39,342	$ 19.387 $ 40,326	$ 19.872 $ 41,334	$ 20.369 $ 42,367	$ 20.878 $ 43,427	$ 21.400 $ 44,512	$ 21.935 $ 45,625	$ 22.483 $ 46,766	$ 23.046 $ 47,935	$ 23.622 $ 49,133	$ 24.212 $ 50,361	$ 24.818 $ 51,621	$ 25.438 $ 52,911	$ 26.074 $ 54,234	$ 26.726 $ 55,590	$ 27.394 $ 56,979	$ 28.079 $ 58,404	
11	Automotive Technician II Communications Technician Environmental Public Health Specialist II GIS Technician Lead Building Inspector Lead Case Investigator/Contact Tracer Lead Cemetery Caretaker Lead Parks Caretaker Nutritionist I Project Coordinator Property Negotiator/Appraiser Traffic Signal Technician Wastewater Plant Technician Wastewater Pretreatment Technician	$ 20.806 $ 43,277	$ 21.326 $ 44,358	$ 21.859 $ 45,467	$ 22.406 $ 46,604	$ 22.966 $ 47,769	$ 23.540 $ 48,963	$ 24.129 $ 50,188	$ 24.732 $ 51,442	$ 25.350 $ 52,728	$ 25.984 $ 54,046	$ 26.633 $ 55,398	$ 27.299 $ 56,783	$ 27.982 $ 58,202	$ 28.681 $ 59,657	$ 29.398 $ 61,149	$ 30.133 $ 62,677	$ 30.887 $ 64,244	
20	Airport Operations Supervisor Chief Wastewater Plant Operator Chief Wastewater Plant Technician Community Health Planner/Educator Jail Shift Supervisor Nutritionist II Transit Driver Supervisor Utility Billing Supervisor Wastewater Laboratory Supervisor	$ 21.846 $ 45,440	$ 22.392 $ 46,576	$ 22.952 $ 47,741	$ 23.526 $ 48,934	$ 24.114 $ 50,158	$ 24.717 $ 51,412	$ 25.335 $ 52,697	$ 25.968 $ 54,014	$ 26.618 $ 55,365	$ 27.283 $ 56,749	$ 27.965 $ 58,168	$ 28.664 $ 59,622	$ 29.381 $ 61,112	$ 30.115 $ 62,640	$ 30.868 $ 64,206	$ 31.640 $ 65,811	$ 32.431 $ 67,456	$ 33.242 $ 69,143

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
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21	Accountant (E)	$ 24.031	$ 24.632	$ 25.248	$ 25.879	$ 26.526	$ 27.189	$ 27.869	$ 28.565	$ 29.279	$ 30.011	$ 30.762	$ 31.531	$ 32.319	$ 33.127	$ 33.955	$ 34.804	$ 35.674	$ 36.566
	Community Health Nurse (E)	$ 49,984	$ 51,234	$ 52,515	$ 53,828	$ 55,173	$ 56,553	$ 57,967	$ 59,416	$ 60,901	$ 62,424	$ 63,984	$ 65,584	$ 67,223	$ 68,904	$ 70,627	$ 72,392	$ 74,202	$ 76,057
	Fire Apparatus Fleet Manager																		
	IT Analyst																		
	Land Surveyor																		
	Planner																		
	Plans Reviewer																		
	Public Safety Communications Supervisor																		
	Recycling Coordinator (E)																		
	Wastewater Pretreatment Inspector																		
22	Assistant CVB Director/Director of Sales (E)	$ 26.434	$ 27.095	$ 27.772	$ 28.467	$ 29.178	$ 29.908	$ 30.655	$ 31.422	$ 32.207	$ 33.013	$ 33.838	$ 34.684	$ 35.551	$ 36.440	$ 37.351	$ 38.284	$ 39.242	$ 40.223
	Building Maintenance Supervisor (E)	$ 54,983	$ 56,357	$ 57,766	$ 59,211	$ 60,691	$ 62,208	$ 63,763	$ 65,357	$ 66,991	$ 68,666	$ 70,383	$ 72,142	$ 73,946	$ 75,794	$ 77,689	$ 79,632	$ 81,622	$ 83,663
	Communications Technician Manager																		
	Fleet Maintenance Supervisor (E)																		
	Golf Course Professional (E)																		
	Human Resources-Safety Manager (E)																		
	Jail Administrator (E)																		
	Neighborhood Improvement Supervisor (E)																		
	Regional Response Planner																		
	Transportation Coordinator (E)																		
23	Assistant Wastewater Plant Superintendent (E)	$ 29.077	$ 29.804	$ 30.550	$ 31.313	$ 32.096	$ 32.898	$ 33.721	$ 34.564	$ 35.428	$ 36.314	$ 37.222	$ 38.152	$ 39.106	$ 40.084	$ 41.086	$ 42.113	$ 43.166	$ 44.245
	Athletic Facilities Superintendent (E)	$ 60,481	$ 61,993	$ 63,543	$ 65,132	$ 66,760	$ 68,429	$ 70,140	$ 71,893	$ 73,690	$ 75,533	$ 77,421	$ 79,356	$ 81,340	$ 83,374	$ 85,458	$ 87,595	$ 89,785	$ 92,029
	Cemetery Superintendent (E)																		
	Emergency Management Coordinator (E)																		
	Financial Analyst (E)																		
	Golf Course Maintenance Supervisor (E)																		
	Infrastructure Maintenance Supervisor (E)																		
	Medical Services Coordinator (E)																		
	Museum Curator (E)																		
	Network Administrator																		
	Parks Maintenance Superintendent (E)																		
	Public Information Officer (E)																		
	Public Safety Communications Manager (E)																		
	WIC Services Coordinator (E)																		
24	Airport Manager (E)	$ 31.985	$ 32.785	$ 33.604	$ 34.445	$ 35.306	$ 36.188	$ 37.093	$ 38.020	$ 38.971	$ 39.945	$ 40.944	$ 41.967	$ 43.017	$ 44.092	$ 45.194	$ 46.324	$ 47.482	$ 48.669
	Assistant City Prosecutor (E)	$ 66,529	$ 68,192	$ 69,897	$ 71,645	$ 73,436	$ 75,272	$ 77,154	$ 79,082	$ 81,059	$ 83,086	$ 85,163	$ 87,292	$ 89,474	$ 91,711	$ 94,004	$ 96,354	$ 98,763	$ 101,232
	Capital Improvement Project Manager (E)																		
	Chief Building Official (E)																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE MAY 6, 2023
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	Civil Engineer I (E) Infrastructure Superintendent (E) Police Captain (E) Wastewater Plant Superintendent (E)																		
30	Assistant Director of Health (E) Assistant Director of Planning, Development and NS (E) Assistant Director of Public Works-Operations (E) Assistant Finance Director (E) Assistant Parks Director (E) City Prosecutor (E) Civil Engineer II (E) Deputy Fire Chief (E)	$ 35.184 $ 73,182	$ 36.063 $ 75,012	$ 36.965 $ 76,887	$ 37.889 $ 78,809	$ 38.836 $ 80,779	$ 39.807 $ 82,799	$ 40.802 $ 84,869	$ 41.822 $ 86,991	$ 42.868 $ 89,165	$ 43.940 $ 91,395	$ 45.038 $ 93,679	$ 46.164 $ 96,021	$ 47.318 $ 98,422	$ 48.501 $ 100,882	$ 49.714 $ 103,405	$ 50.957 $ 105,990	$ 52.230 $ 108,639	$ 53.536 $ 111,355
40	Assistant City Attorney (E) Assistant Director of Public Works-Engineering (E) Assistant Police Chief (E) CVB Director (E) Municipal Court Administrator	$ 38.702 $ 80,500	$ 39.670 $ 82,513	$ 40.661 $ 84,576	$ 41.678 $ 86,690	$ 42.720 $ 88,857	$ 43.788 $ 91,079	$ 44.883 $ 93,356	$ 46.005 $ 95,690	$ 47.155 $ 98,082	$ 48.334 $ 100,534	$ 49.542 $ 103,047	$ 50.781 $ 105,623	$ 52.050 $ 108,264	$ 53.351 $ 110,971	$ 54.685 $ 113,745	$ 56.052 $ 116,589	$ 57.454 $ 119,503	$ 58.890 $ 122,491
41	Community Health Director (E) Deputy Director of Public Works (E) Director of Information Technology (E) Director of Planning, Development and NS (E) Finance Director (E) Fire Chief (E) Human Resources Director/Risk Mgr (E) Parks & Recreation Director (E)	$ 42.572 $ 88,550	$ 43.637 $ 90,764	$ 44.728 $ 93,033	$ 45.846 $ 95,359	$ 46.992 $ 97,743	$ 48.167 $ 100,187	$ 49.371 $ 102,691	$ 50.605 $ 105,259	$ 51.870 $ 107,890	$ 53.167 $ 110,587	$ 54.496 $ 113,352	$ 55.859 $ 116,186	$ 57.255 $ 119,090	$ 58.686 $ 122,068	$ 60.154 $ 125,119	$ 61.657 $ 128,247	$ 63.199 $ 131,454	$ 64.779 $ 134,740
42	Assistant City Manager (E) Police Chief (E) Public Works Director (E)	$ 46.830 $ 97,405	$ 48.000 $ 99,841	$ 49.200 $ 102,337	$ 50.430 $ 104,895	$ 51.691 $ 107,517	$ 52.983 $ 110,205	$ 54.308 $ 112,960	$ 55.666 $ 115,785	$ 57.057 $ 118,679	$ 58.484 $ 121,646	$ 59.946 $ 124,687	$ 61.444 $ 127,804	$ 62.981 $ 131,000	$ 64.555 $ 134,275	$ 66.169 $ 137,631	$ 67.823 $ 141,072	$ 69.519 $ 144,599	$ 71.257 $ 148,214

CITY OF JOPLIN
EXHIBIT "B"-SALARY ADMINISTRATION PLAN FOR
PART-TIME SEASONALS
EFFECTIVE MAY 6, 2023

	REGULAR Part-Time and Seasonal Hourly	Hourly Rate
1	Cashier Lifeguard Museum Assistant Outside Service Attendant Recreation Instructor School Crossing Guard	$ 13.650
2	Clerk Interpreter/Translator Laborer Peer Counselor Pool Operator Utility Assistant	$ 14.742
3	Aquatic Supervisor Athletic Coordinator Concessions Coordinator Day Camp Director Golf Lead Cashier School Crossing Guard Coordinator	$ 15.921

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2022-2023 ADOPTED BUDGET
1-May-23

FUND	ACTIVITY	ACCOUNT	DESCRIPTION	REVENUES	EXPENDITURES
001	General Fund				
				$ -	
	General Fund				215,000
	Total General Fund			$ -	215,000
101	Public Safety Sales Tax Fund				
				$ -	
	Public Safety Sales Tax Func				500
	Total Public Safety Sales Tax Fund			$ -	500
105	CVB Fund				
				$ -	
	CVB Fund				8,250
	Total CVB Fund			$ -	8,250
110	Health Fund				
				$ -	
	Health Fund				50,000
	Total Health Fund			$ -	50,000
115	Parks Fund				
				$ -	
	Parks Fund				53,000
	Total Parks Fund			$ -	53,000
120	Solid Waste Management Fund				
				$ -	
	Solid Waste Management Fu				12,500
	Total Solid Waste Management Fund			$ -	12,500
130	Parks & Stormwater Sales Tax Fund				
				$ -	
	Parks & Stormwater Sales Ta				47,000
	Total Parks & Stormwater Sales Tax Fund			$ -	47,000
140	Transportation Sales Tax Fund				
				$ -	
	Transportation Sales Tax Fur				136,000
	Total Transportation Sales Tax Fund			$ -	136,000
145	Capital Improvement Sales Tax Fund				
				$ -	
	Capital Improvement Sales T				1,500

	Total Capital Improvement Sales Tax Fund	$	-	1,500
150	Planning Fund			
		$	-	
	Planning Fund			13,000
	Total Planning Fund	$	-	13,000
405	Airport Fund			
		$	-	
	Airport Fund			39,500
	Total Airport Fund	$	-	39,500
410	Golf Course Fund			
		$	-	
	Golf Course Fund			13,500
	Total Golf Course Fund	$	-	13,500
415	Sanitary Sewer Fund			
		$	-	
	Sanitary Sewer Fund			68,500
	Total Sanitary Sewer Fund	$	-	68,500
505	Central Garage Fund			
		$	-	
	Central Garage Fund			2,350
	Total Central Garage Fund	$	-	2,350
520	Emergency Communications Fund			
		$	-	
	Emergency Communications			57,000
	Total Emergency Communications Fund	$	-	57,000
	Grand Total	$	-	717,600