REGULAR MEETING AGENDA
JEFFERSON COUNTY COMMISSION
FOURTH QUARTERLY SESSION – OCTOBER – DECEMBER 2023
THURSDAY, NOVEMBER 2, 2023
9:30 A.M.
County Commission Meeting Room
Old Charles Town Library
200 E. Washington Street, Charles Town, WV

CALL TO ORDER

PRAYER – Pastor Craig Bush

PLEDGE OF ALLEGIANCE

1. 9:30 a.m. Appointment of Charles Town District Commissioner

APPROVAL OF MINUTES

- September 7, 2023 Regular Meeting
- September 21, 2023 Regular Meeting
- September 28, 2023 Special Meeting
- October 5, 2023 Regular Meeting
- October 12, 2023 Special Meeting
- October 19, 2023 Regular Meeting

APPROVAL OF REQUISITIONS

- October 5, 2023
- October 19, 2023
- November 2, 2023

APPROVAL OF ACCOUNTS PAYABLE

- September 14, 2023
- September 21, 2023
- September 28, 2023
- October 5, 2023
- October 12, 2023
- October 19, 2023
- November 2, 2023

APPROVAL OF MANUAL CHECKS

- September 15, 2023
- September 22, 2023
- September 29, 2023
- October 6, 2023
- October 13, 2023
- October 20, 2023
- November 3, 2023

APPROVAL OF PAYROLL

- September 15, 2023

- September 29, 2023
- October 13, 2023
- October 27, 2023

ANNOUNCEMENTS

Report if there are changes in the agenda if applicable

PUBLIC COMMENT

***You may participate in public comment during the virtual meeting by raising your hand. Please submit comments via email to info@jeffersoncountywv.org. Your name will be included in the minutes and any written comments submitted will be published in the following agenda under Correspondence & Information.*

PRESENTATIONS

2. 9:50 a.m. Angela Banks, Assessor
- Exonerations
- Acknowledgement of the Assessor's Certificate of Compliance

3. 10:00 a.m. Tom Hansen, Sheriff
- Auction of County Property
- Deputy Leave
- Part-time Bailiff
- Grant Award

4. 10:20 a.m. Rebecca Hall, Victim Assistance Program, Prosecuting Attorney's Office
- VOCA Federal Grant Contract 2023-2024 Approval and Signature

5. 10:30 a.m. Nikki Painter, Chief Deputy Clerk, County Clerk's Office (for Probate)
- Fiduciary Quarterly Review of Estates opened, Waivers of Final Settlement and Accountings recorded since last Quarterly Review in July
- Special Hearing for Respondent and Administrator CTA, DBN. William H. Judy, III, ordered to appear before the Jefferson County Commission for the Estate of Richard Walter Accurso, decease, and Ellen Sherry Hoffman, deceased

6. 11:00 a.m. Roger Goodwin, Chief County Engineer
- Approval to advertise for Building Inspector position
- Complete Release of Letter of Credit #5105724 for George and Edna C. Enos – Anglers Ridge Subdivision ((File #05-06)
- Complete Release of Performance Bond #71484952 for Twin Oaks Subdivision, LLC – Morgan's Grove Market Early Grading Permit (File #S12-06)
- Complete Release of Cash in Escrow Account for Beallair Homes, LLC – Beallair Subdivision, Phase 3, Commercial Lot 1 & Residue (File #08-21-SD)
- Complete Release of Letter of Credit #281 for Bank of Charles Town – Old Route 340 Business Center (File #S05-09)
- Complete Construction Bond Release for Lutman Land Development, LLC – Milton's Landing Subdivision, Lots 1-16, Lots 18-50 & SWM Lot 17 (File #22-21-SD)
- Complete Construction Bond Release for River Riders, Inc. – River Riders Snow Tubing Hill (File #22-9-RR)
- Approval of West Virginia Department of Economic Development & Jefferson County Commission – Agreement/Contract Extension #2 for Hill Top House Hotel Tourism Development District (TDD) project services

7. 11:25 a.m. Jeffrey Polczynski, Director, Jefferson County Emergency Communications

- Motorola Solutions – Maintenance and Lifecycle Services Contract– Radio System SUA
- Appointment Request –Full-Time Public Safety Dispatcher
- Appointment Request – 5 Full-Time Public Safety Dispatchers

8. 11:40 a.m. Mike Sine, Director, Jefferson County Emergency Services
- New Hires – 2 Part-time, 1 Full-time
- Move/Transfer 2 Existing PT employees to FT
- Discussion – Shepherdstown Fire Department Ambulance
- Update on service delivery related to road construction
- Update on new ambulance and related projects

9. 12:05 p.m. Luke Seigfried, County Planner
- Quarterly Status Report of the 2045 Comprehensive Plan Update

10. 12:15 p.m. Nathan Cochran, Assistant Prosecuting Attorney

a. Report by counsel on opioid case and consideration of recent developments in the case (Jefferson County Commission v. Purdue Pharmaceutical, et al. US District Court, Northern District of West Virginia, Civil Action #1:17-OP-45170, MDL 17-md-02804-DAP In Re: National Prescription Opiate Litigation; State of West Virginia ex rel. Patrick Morrisey, Attorney General v. Walgreens Boots Alliance, Inc., et al., Civil Action No. 20-C-82 PNM (W. Va. Cir.Ct. Putnam County) (the "West Virginia AG Action"), pending within In re: Opioid Litigation, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) and related matters.

b. Discussion of legal issues and potential action regarding proposed Solar Text Amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA22-01. Discussion of Jefferson County Circuit Court Civil Action No.'s 2021-C- 33 through 37 and Jefferson County Circuit Court Civil Action No.'s 2021-C-46 through 50, Jefferson County Circuit Court Civil Action No. CC-19-2022-C-6, Jefferson County Circuit Court Civil Action No. 2022-C-81, Jefferson County Circuit Court Civil Action No. 2022-C-103, 2022-C-14 and 2023-C-112, WV Supreme Court No.'s 21-0727, 21-0728, and 21- 0731 and WV Intermediate Court of Appeals No. to be assigned (appeal of Jefferson County Circuit Court Civil Action No. 2022-C-141).

c. Consider matters involving or affecting the construction planning, or purchase, sale or lease of property.

d. Discussion of wage issue regarding Deputy Sheriffs.

NEW BUSINESS

11. Report from Legal Counsel on Jefferson County Circuit Court Civil Action No. CC-19-2022-C-112
12. Approval of creation/opening of county bank account for Fund 40 Opioid Settlement revenues

COUNTY ADMINISTRATOR REPORTS

- Ambulance Fee Billing
- TIF Attorney update
- ESA Transition Update
- Approval of the Blue Ridge and Citizens Fire Department 990s for Yearly Allocation ($85,000)
- Appointment to the Jefferson County Audit Committee
- Internal Budget Revision for the Circuit Clerk's Office
- County Commission Personnel Matter

<u>Requested Motions</u>:

Motion to approve the County Administrator to move forward with discussion and proposal creation of a new way to handle ambulance fee billing, in cooperation with the Tax Office and ESA.

Motion to approve the Ambulance Fee Billing delinquent accounts printing in the amount of $6,516.00 for 25,000 mailings through Progressive Printing.

13. ADJOURN

CORRESPONDENCE AND INFORMATION

Envisioning Jefferson 2045 Survey Flyer

Letter from Mayor Trainor & the Charles Town City Council re: commission meetings

Public Comment received by the following: David Tabb.

At all times the County Commission reserves the right to rearrange agenda times because of time constraints and to accommodate the Commission schedule or the public.

Minutes

Jefferson County Commission

Thursday, September 7, 2023

A meeting of the Jefferson County Commission was held on Thursday, September 7, 2023 during the third quarterly session at 9:30 am. The meeting was held via GoToWebinar and in-person. Present were Commissioners Steve Stolipher, Tricia Jackson, Jennifer Krouse, and Jane Tabb. Also present were Makayla Zonfrilli, County Administrator and Sorayda Pitts, Administrative Assistant. The archived meeting of the Thursday, September 7, 2023 meeting is available on the Jefferson County Commission website.

PRAYER- Pastor Adam Johnson

PLEDGE OF ALLEGIANCE

Commissioner Stolipher led the Pledge of Allegiance

APPROVAL OF MINUTES

Motion by Mr. Stolipher to approve the August 17, 2023 Minutes as presented. Motion seconded and unanimously approved.

APPROVAL OF PAYROLL

Motion by Mr. Stolipher to approve the Payroll for September 1, 2023 in the amount of **$341,074.45**. Motion seconded and unanimously approved.

APPROVAL OF REQUISITIONS

Motion by Mr. Stolipher to approve the requisition for September 7, 2023 in the amount of **$49,471.93.** Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

		CHECK REGISTER		
		August 23, 2023		
CHECK #		VENDOR NAME		AMOUNT
88406		AHA-ARTS & HUMANITIES ALLIANCE		$ 1,478.71
88407		AMERIFLEX		$ 321.65
88408		AT&T		$ 236.70
88409		AT&T MOBILITY - CC		$ 1,720.03
88410		BERKELEY GLASS INC		$ 405.00
88411		CAROLINA RECORDING SYSTEMS LLC		$ 8,730.00
88412		CMA CHRYSLER DODGE JEEP		$ 322.00
88413		DIGITAL DOCUMENT SOLUTIONS INC		$ 804.52
88414		EASTERN PANHANDLE REGIONAL PLANNING & DEVELOPMENT		$ 47,964.48
88415		FIRE SAFETY EQUIP		$ 575.00
88416		GFOA GOVERNMENT FINANCE OFFICERS ASSOCIATION		$ 595.00
88417		GUTTMAN OIL CO		$ 6,261.71
88418		JEFFERSON COUNTY HISTORIC LANDMARKS COMMISSION		$ 2,189.58
88419		JEFFERSON CO CONVENTION AND VISITORS BUREAU		$ 36,967.46
88420		JEFF CO PARKS & RECREATION COMMISSION		$ 33,299.19
88421		LANGUAGE LINE SERVICES		$ 50.25
88422		MILLENIUM INSURANCE GROUP		$ 900.00
88423		MILLERS SUPPLIES AT WORK		$ 752.00
88424		POTOMAC EDISON		$ 354.98
88425		RICE TIRES CO		$ 133.90
88426		ROBIN MULLIKIN		$ 77.57
88427		SPIRIT OF JEFFERSON		$ 22.22
88428		ZACH HOLLER		$ 83.31
88429	GS/004	GENERAL COUNTY FUND- J FEE		$ 14,028.35
				$ 158,273.61

- **Motion by Mr. Stolipher to approve the Accounts Payable for August 24, 2023 in the amount of $158,273.61. Motion seconded and unanimously approved.**

CHECK REGISTER		
September 1, 2023		
CHECK #	VENDOR NAME	AMOUNT
88431	ADAM WARD	$ 202.34
88432	AMERICAN FAMILY LIFE INSURANCE COMPANY ICU	$ 2,269.38
88433	AT&T BILL PAYMENT	$ 2.58
88434	BERKELEY GLASS INC	$ 125.00
88435	BIEDLERS ELEC MOTOR REP	$ 751.35
88436	BUREAU OF CHILD SUPPORT	$ 439.85
88437	CASTO & HARRIS INC	$ 1,054.50
88438	CHARLES TOWN PRESBYTERIAN CHURCH	$ 30.00
88439	COLONIAL LIFE	$ 95.68
88440	COMPTROLLER OF MARYLAND	$ 1,171.59
88441	DAVID EVERETT BOOBER	$ 178.10
88442	DIANN BROWN	$ 56.00
88443	EFTPS IRS TAXES	$ 118,235.73
88444	EMPOWER RETIREMENT	$ 6,862.57
88445	FEDEX	$ 123.15
88446	FIDELITY POWER SYSTEMS	$ 865.00
88447	GUTTMAN OIL CO	$ 6,270.96
88448	HIGHMARK WV	$ 207,215.49
88449	JEFFERSON SECURITY BANK	$ 3,925.00
88450	JEFFERSON CO FIRE & RESCUE ASSOCIATION, INC.	$ 14,712.00
88451	JENNIFER KROUSE	$ 77.85
88452	LANGUAGE LINE SERVICES	$ 48.50
88453	MAKAYLA ZONFRILLI	$ 113.78
88454	MICHAEL MONAGHAN	$ 305.82
88455	NATIONAL VISION ADMIN.	$ 1,653.36
88456	NATIONWIDE RETIREMENT SOLUTIONS	$ 1,065.00
88457	DR. ROBERT E. JONES III	$ 1,000.00
88458	RONALD FLETCHER	$ 3,250.00
88459	SOFTWARE SYSTEMS INC	$ 55.00
88460	SOFTWARE SYSTEMS INC	$ 1,151.90
88461	SPIRIT OF JEFFERSON	$ 305.48
88462	STATE TAX DEPARTMENT	$ 150.00
88463	TERESA HENDRICKS	$ 56.00
88464	THOMAS HANSEN	$ 97.00
88465	TRICIA JACKSON	$ 52.32

88466		TYLER TECHNOLOGIES		$ 8,325.00
88467		WV DEPUTY SHERIFF RETIREMENT SYSTEM		$ 27,812.37
88468		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM		$ 49,126.41
88469		WV PUBLIC EMPLOYEE RETIREMENT SYSTEM		$ 166.49
88470	FG/009	SHERIFF OF JEFFERSON COUNTY		$ 5,923.92
88471	BS/011	SHERIFF OF JEFFERSON COUNTY		$ 9,163.18
88472	AM/053	SHERIFF OF JEFFERSON COUNTY		$ 1,796.73
TOTAL				$ 476,282.38

- **Motion by Mr. Stolipher to approve the Accounts Payable for August 31, 2023 in the amount of $476,282.38. Motion seconded and unanimously approved.**

		CHECK REGISTER		
		September 7, 2023		
CHECK #		VENDOR NAME		AMOUNT
88473		84 LUMBER		22.29
88474		CAPITAL LIGHTING & SUPPLIES LLC		820.55
88475		CHARLES TOWN PRESBYTERIAN CHURCH		48.00
88476		CHARLES WISE		67.00
88477		DEAN THOMAS		67.00
88478		DOING BETTER BUSINES		825.84
88479		EMILY MORROW		141.48
88480		FUTURITY IT INC		1,000.00
88481		GRANICUS INC.		12,241.78
88482		MERIDITH R BLACKFORD		67.00
88483		MYRON GREGORY		67.00
88484		RANDALL DOANE		67.00
88485		RYLEE BROWN		311.78
88486		SCPDC-SOUTH CENTRAL PLANNING & DEVELOPMENT COMM		17,500.00
88487		SHERIFF OF JEFFERSON COUNTY		50.00
88488		SPECIALTY BUSINESS SUPPLIES		41.40
88489		SPECIALTY BUSINESS SUPPLIES		35.00
88490		TEK ADVISORS LLC		981.38
88491		US POSTAL SERVICE		20,000.00
88492		WV REGIONAL JAIL & CORRECTION FACILITY AUTH		47,850.84
88493		WVCORP WV COUNTIES SELF INSURANCE RISK POOL		40,180.50
88494		ANGELA L BANKS		90.25

88495		MAZZITTI & SULLIVAN EAP		1,422.00
88496		MONICA BENNETT		90.25
88497		PROGRESSIVE PRINTING		5,737.28
88498		THE HARTFORD		2,374.90
88499		THE HARTFORD		3,403.34
88500		WV REGIONAL JAIL & CORRECTION FACILITY AUTH		50,596.38
88501		WVCORP WV COUNTIES SELF INSURANCE RISK POOL		182,737.00
88502		FIRST CITIZENS BANK & TRUST CO		2,225.17
88503	SG/010	JEFFERSON COUNTY PARKS & RECREATION COMMISSION		$ 27,220.62
TOTAL				$ 418,283.03

- **Motion by Mr. Stolipher to approve the Accounts Payable for September 7, 2023 in the amount of $418,283.03 .Motion seconded and unanimously approved.**

APPROVAL OF MANUAL CHECKS

August 23, 2023				
OTHER FUNDS				
Check #	Fund	Vendor		Amount
235	AR/207	GS IMAGES		$ 37,460.00
1093	AV/056	DLT SOLUTIONS, LLC		$ 707.26
1847	CO/246	MOTOROLA SOLUTIONS, INC.		$ 937.02
582	CS/002	BRENDA HINKLE		$ 578.42
583	CS/002	JEFF. CO COMMUNITY MINISTRIES		$ 25,000.00
1412	IP/249	SHERIFF OF JEFFERSON CO - SCHOOL		$ 26.00
1413	IP/249	SHERIFF OF JEFFERSON CO - LAW		$ 12,631.16
1414	IP/249	SHERIFF OF JEFFERSON CO - PARKS		$ 26,517.26
1415	IP/249	SHERIFF OF JEFFERSON CO - EMS		$ 2,793.89
1416	IP/249	SHERIFF OF JEFFERSON CO - ADMIN		$ 1,239.27
TOTAL				$ 107,890.28

- **Motion by Mr. Stolipher to approve the Manual Checks for August 25, 2023, in the amount of $107,890.28. Motion seconded and unanimously approved.**

September 1, 2023				
OTHER FUNDS				
Check #	Fund	Vendor		Amount
584	CS/002	EASTERN PANHANDLE MENTAL HLTH		$ 3,600.00
871	HD/008	SHERIFF OF JEFFERSON COUNTY		$ 1,565.17
1094	AV/056	PRINT-O-STAT		$ 190.00
236	AR/207	AT & T MOBILITY		$ 697.78
237	AR/207	SHERIFF OF JEFFERSON COUNTY		$ 14,730.88
1848	CO/246	ESS ELECTION SYSTEMS		$ 98,200.00
152	PI/249	HELBING LIPP RECNY ARCHITECTS		$ 225.00
TOTAL				$ 119,208.83

- **Motion by Mr. Stolipher to approve the Manual Checks for September 1, 2023, in the amount of $119,208.83. Motion seconded and unanimously approved.**

September 7, 2023				
OTHER FUNDS				
Check #	Fund	Vendor		Amount
585	CS/002	BRENDA HINKLE		$ 245.02
1095	AV/056	GLOBAL SCIENCE & TECHNOLOGY, INC.		$ 4,775.64
1096	AV/056	KENT PARSONS FORD, INC.		$ 29,291.00
1097	AV/056	KNIGHT CONSULTING SERVICE		$ 300.00
1098	AV/056	SEGRA		$ 624.80
1099	AV/056	SHERIFF OF JEFFERSON COUNTY		$ 29,291.00
238	AR/207	CITIZENS VOLUNTEER FIRE COMPANY		$ 3,400.00
239	AR/207	SHEPHERDSTOWN FIRE COMPANY		$ 1,600.00
240	AR/207	TREE NEXUS		$ 3,850.00
1849	CO/246	JAMES TROUT		$ 2,386.00
1850	CO/246	KENT PARSONS FORD, INC.		$ 29,291.00

TOTAL	$ 105,054.46

- **Motion by Mr. Stolipher to approve the Manual Checks for September 8, 2023, in the amount of $105,054.46. Motion seconded and unanimously approved.**

ANNOUNCEMENTS:

PUBLIC COMMENT: Jacquelin Milliron, Toni Melbourne, David Tabb and Adam McDowell.

PRESENTATIONS

1. Angie Banks-Assessor- Requested approval of Exonerations

NAME	TYPE	DISTRICT	AMOUNT	TICKET NO.
Angie Leclair	PP	ST	$187.81	315921

- **Motion by Mr. Stolipher to approve the Exoneration for ticket No. 315921 as presented by Ms. Banks. Motion seconded and unanimously approved.**

NAME	TYPE	DISTRICT	AMOUNT	TICKET NO.
John Dangler & Melanie Johnston	PP	HF	$492.66	306983

- **Motion by Mr. Stolipher to approve the Exoneration for ticket No. 306983 as presented by Ms. Banks. Motion seconded and unanimously approved.**

NAME	TYPE	DISTRICT	AMOUNT	TICKET NO.
John & Dorthy Miles	PP	KT	$260.00	310255

- **Motion by Mr. Stolipher to approve the Exoneration for ticket No. 310255 as presented by Ms. Banks. Motion seconded and unanimously approved.**

NAME	TYPE	DISTRICT	AMOUNT	TICKET NO.
Thomas Jr. & Angie Jones	PP	HF	$27.61	307598

- **Motion by Mr. Stolipher to approve the Exoneration for ticket No. 307598 as presented by Ms. Banks. Motion seconded and unanimously approved.**

NAME	TYPE	DISTRICT	AMOUNT	TICKET NO.
William & JoAnn Campbell	PP	RC	$30.63	313318

- **Motion by Mr. Stolipher to approve the Exoneration for ticket No. 313318 as presented by Ms. Banks. Motion seconded and unanimously approved.**

2. Tom Hansen-Sheriff- Requested

   a. Approval of application for the JAG grant continuation of the PRO and JHS, the GHSP grant for the continuation of the Eastern Panhandle Traffic Safety program and accept the awarded funding for the Court Security Grant.

   - **Motion by Mr. Stolipher to approve the application for the JAG grant for the continuation of the PRO program and authorize the president to sign any associated documents. Motion seconded and unanimously approved.**

   - **Motion by Mr. Stolipher to approve the application for the GHSP grant and authorize the president to sign any associated documents. Motion seconded and unanimously approved.**

   - **Motion by Mr. Stolipher to accept the awarded funding from the Court Security grant in the amount of $21,800.00 and authorize the president to sign any associated documents. Motion seconded and unanimously approved.**

b. Animal Control New Hires

- **Motion by Mr. Stolipher to approve the hire of Stephanie Dana as Animal Control Kennel Tech as a 40 hour employee with a starting salary of $33,965.00, with a start date of September 11, 2023. Motion seconded and unanimously approved.**

- **Motion by Mr. Stolipher to approve the hire of Chance Boehning as Animal Control Officer as a 40 hour employee with a starting salary of $40,628.00, with a start date of September 11, 2023. Motion seconded and unanimously approved.**

c. Create a New Full-Time Bailiff

- **Motion by Mr. Stolipher to approve the creation of a new full-time bailiff position using part-time funds. Motion by Mr. Stolipher to approve the hire of David Wampler for the full-time position with a salary of $35, 360 and a start date of September 11, 2023. Motion seconded and unanimously approved.**

3. Laura Kuhn- Director of Fleet & Facilities-Requested approval of Custodial Contractor for cleaning downtown campus buildings-Patton Building Services.

- **Motion by Mr. Stolipher to approve Patton Building Services for custodial services as recommended and to transfer funds from the Fleet & Facilities Salary line to Contracted Services. Motion seconded and unanimously approved.**

4. Liz Cook- City of Charles Town- Requested funds to purchase the garland for the columns on the courthouse.

- **Motion by Mr. Stolipher to approve the funding for the purchase of the Courthouse columns garland with the City of Charles Town paying 15% of the total amount of $9,363. Motion seconded and unanimously approved.**

5. Nikki Painter-Probate Office- Requested special hearing for the Estate of Richard Walter Accurso-deceased, and Ellen Sherry Hoffman, deceased. Respondent and Administrator CTA, CBN. William H. Judy, III.

Motion by Mrs. Tabb to convene as a Fiduciary Review Board. Motion Seconded and unanimously approved.

Motion by Mrs. Tabb to adjourn as a Fiduciary Board and reconvene in regular session.

- **Motion by Mr. Stolipher to move this matter to the October 5, 2023 Commission meeting and to direct staff to release notices regarding this case. Motion seconded and unanimously approved.**

6. Roger Goodwin-Chief County Engineer- Requested

   a. Complete Release of Performance Bond PR2712364 for SAB Real Estate Group 2, LLC-Martinsburg Pike ROCS (File #S18-06/18-6-S)

      - **Motion by Mr. Stolipher to authorize a complete release of Performance Bond PR2712364 with Platte River Insurance Company in the amount of $749,908.00 for SAB Real Estate Group 2, LLC-Martinsburg Pike ROCS (File#S18-06/18-6-S). Motion seconded and unanimously approved.**

   b. Complete release of Performance Bond 41422966 with Platte River Insurance Company, Glastonburgy, CT for SAB Real Estate Insurance Group 2, LLC-Early Grading Permit for Martinsburg Pike ROCS (File#S18-06/18-6-S)

      - **Motion by Mr. Stolipher to authorize a complete release of Performance Bond 41422966 with Platte River Insurance Company, Glastonburgy, CT in the amount of $117,484.00 SAB Real Estate Insurance Group 2, LLC-Early Grading Permit for Martinsburg Pike ROCS (File#S18-06/18-6-S) . Motion seconded and unanimously approved.**

7. Mike Sine- Director- Jefferson County Emergency Services Agency-Requested

   a. Pay rate adjustments for two employees-2 Years of Service and newly acquired certifications.

- **Motion by Mr. Stolipher to approve the hourly pay increase and promotion for Corey Walsh as a result of a new acquire certification from FF/EMT II to FF/AEMT II. In accordance with AP1192 he has submitted the proper documentation to receive 7 years of service steps. His current hourly pay rate is $20.16/hour and will increase to $24.87 effective August 27, 2023. Motion seconded and unanimously approved.**

- **Motion by Mr. Stolipher to approve the hourly pay rate increase for Todd Turner. In accordance with AP1192 he has submitted the proper documentation to receive 5 years of service steps. His current hourly pay rate is $20.67/hour and will increase to $22.69 effective August 27, 2023. Motion seconded and unanimously approved.**

b. JC Fair Standby Report

INFORMATIONAL ONLY

c. Potential purchase of SFD A31

DISCOUSION ONLY- NO ACTION

8. Nathan Cochran- Assistant prosecuting attorney-

a. Report by counsel on opioid case and consideration of recent developments in the case (Jefferson County Commission v. Purdue Pharmaceutical, et al. US District Court, Northern District of West Virginia, Civil Action #1:17-OP-45170, MDL 17-md-02804-DAP In Re: National Prescription Opiate Litigation; State of West Virginia ex rel. Patrick Morrisey, Attorney General v. Walgreens Boots Alliance, Inc., et al., Civil Action No. 20-C-82 PNM (W. Va. Cir.Ct. Putnam County) (the "West Virginia AG Action"), pending within In re: Opioid Litigation, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) and related matters.

b. Discussion of legal issues and potential action regarding proposed Solar Text Amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA22-01. Discussion of Jefferson County Circuit Court Civil Action No.'s 2021-C-33 through 37 and Jefferson County Circuit Court Civil Action No.'s 2021-C-46 through 50, Jefferson County Circuit Court Civil Action No. CC-19-2022-C-6, Jefferson County Circuit Court Civil Action No. 2022-C-81, Jefferson County Circuit Court Civil Action No. 2022-C-103, 2022-C-14 and 2023-C-112, WV Supreme Court No.'s 21-0727, 21-

0728, and 21- 0731 and WV Intermediate Court of Appeals No. to be assigned (appeal of Jefferson County Circuit Court Civil Action No. 2022-C-141).

c. Consider matters involving or affecting the construction planning, or purchase, sale or lease of property.

d. Discussion of wage issue regarding Deputy Sheriffs.

e. Report by counsel on United States District Court Case No. 3:23-CV-171.

f. Report and discussion by counsel on Jefferson County Circuit Court Case No. CC-19-2023-P-112.

g. Report by counsel on Jefferson County Circuit Court Case No.'s CC-19-2023-C-141, -143, -145, -151, -152 and -153

- **Motion by Mrs. Krouse to repeal the Solar Text Amendment. Motion passed on a 2-1 vote with Commissioner Krouse, Commissioner Jackson voting for and Commissioner Tabb opposing.**

Commissioner Stolipher recused himself from the discussion and vote.

UNFINISHED BUSINESS

- **Charles Town District Commissioner Vacancy**

  Moved to the next Commission Meeting

- **Public Hearing: Hill Top TIF Application**

  - **Motion by Mr. Stolipher to have County Administrator hire TIF Expert legal counsel and have them review the Hill Top TIF contract. Motion seconded and unanimously approved.**

NEW BUSINESS

- **County Museum Commission**

  NO ACTION NEEDED

COUNTY ADMINISTRATOR REPORT

- Title 64 Legislative Rule Dept. of Health Bureau for Public Health: Series 116: Distribution of Funds From Emergency Medical Services Salary Enhancement Fund Survey.

  INFORMATIONAL ONLY

- State Budget Revisions FY2023-2024

  - **Motion by Mr. Stolipher to approve the State Budget Revision #2742024 and adopt tbe associated resolution to correct the administrative error during thc initial budget submission process. Motion scconded and unanimously approved.**

- Emergency Services Health Care Renewals

  - **Motion by Mr. Stolipher to approve the Emergency Services Health Care renewals as presented. Motion seconded and unanimously approved.**

- Potential Public Safety Concern: Blue Ridge Mountain/Temporary ambulance services station on the Blue Ridge Mountain during Rt. 340 Closure

  DISCOUSION ONLY- NO ACTION

- Free small business classes announced for FY24

  INFORMATIONAL ONLY

- Staff Hiring

    - **Motion by Mr. Stolipher to approve the hire of Taylor Sisk as a project specialist with a salary of $42,000 and a start date of October 2, 2023. Motion seconded and unanimously approved.**

- Jefferson County Grown/Jefferson County Made announcement

INFORMATIONAL ONLY

The Commission adjourned at 12:00 pm on a motion by Mr. Stolipher. Motion was seconded and unanimously approved.

_____
Steve Stolipher, PRESIDENT

Respectfully submitted
Sorayda Pitts
Administrative Assistant

Minutes

Jefferson County Commission

Thursday, September 21, 2023

A meeting of the Jefferson County Commission was held on Thursday, September 21, 2023 during the third quarterly session at 6:00pm. The meeting was held via GoToWebinar and in-person. Present were President Steve Stolipher, and Commissioner Jane Tabb. Also present were Makayla Zonfrilli, County Administrator, Jacki Shadle, County Clerk and Sorayda Pitts, Administrative Assistant. The archived meeting of the Thursday, September 21, 2023 meeting is available on the Jefferson County Commission website.

PRAYER- Deacon Dave Galvin, St. James Catholic Church

PLEDGE OF ALLEGIANCE

Due to the lack of quorum, the meeting could not commence. Commissioner Stolipher and Commissioner Tabb discussed possible dates to hold a special meeting. Upon discussion, the special meeting was scheduled for Thursday, September 28, 2023 at 6pm.

Minutes

Jefferson County Commission

Thursday, September 28, 2023

A meeting of the Jefferson County Commission was held on Thursday, September 28, 2023 during the third quarterly session at 6:00 pm. The meeting was held via GoToWebinar and in-person. Present were President Steve Stolipher, and Commissioner Jane Tabb. Also present were Makayla Zonfrilli, County Administrator, and Sorayda Pitts, Administrative Assistant. The archived meeting of the Thursday, September 28, 2023 meeting is available on the Jefferson County Commission website.

PLEDGE OF ALLEGIANCE

Due to the lack of quorum, the meeting could not commence. Next regular schedule meeting will take place on Thursday October 5, 2023 at 9:30 am.

Minutes

Jefferson County Commission

Thursday, October 5, 2023

A meeting of the Jefferson County Commission was held on Thursday, October 5, 2023 during the third quarterly session at 9:30 am. The meeting was held via GoToWebinar and in-person. Present were President Steve Stolipher, and Commissioner Jane Tabb. Also present were Makayla Zonfrilli, County Administrator, and Sorayda Pitts, Administrative Assistant. The archived meeting of the Thursday, October 5, 2023 meeting is available on the Jefferson County Commission website.

PRAYER Pastor Craig Bush

PLEDGE OF ALLEGIANCE

Due to the lack of quorum, the meeting could not commence. Next regular schedule meeting will take place on Thursday October 12, 2023 at 9:30 am.

----------AFTERNOON SESSION----------

Joint session with the Jefferson County Planning Commission and the Jefferson County Commission. Present were Jack Hefestay, Wade Lauthon, Matt Knott, Mike Shepp, Aaron Howell, Luke Seigfreid, Jennie Brockman, Alex Beaulieu, Steve Stolipher and Jane Tabb.

Luke Seigfried provided a status report regarding the draft goals & objectives for the 2045 Comprehensive Plan.

INFORMATIONAL ONLY

Minutes

Jefferson County Commission

Thursday, October 12, 2023

A meeting of the Jefferson County Commission was held on Thursday, October 12, 2023 during the third quarterly session at 9:30 am. The meeting was held via GoToWebinar and in-person. Present were President Steve Stolipher, and Commissioner Jane Tabb. Also present were Makayla Zonfrilli, County Administrator, and Sorayda Pitts, Administrative Assistant. The archived meeting of the Thursday, October 12, 2023 meeting is available on the Jefferson County Commission website.

PLEDGE OF ALLEGIANCE

Due to the lack of quorum, the meeting could not commence. Next regular schedule meeting will take place on Thursday October 19, 2023 at 6:00pm.

Minutes

Jefferson County Commission

Thursday, October 19, 2023

A meeting of the Jefferson County Commission was held on Thursday, October 19, 2023 during the fourth quarterly session at 6:00 pm. The meeting was held via GoToWebinar and in-person. Present were President Steve Stolipher, and Commissioner and Jane Tabb. Also present were Makayla Zonfrilli, County Administrator, Jacki Shadle, County Clerk and Sorayda Pitts, Administrative Assistant. The archived meeting of the Thursday, October 19, 2023 meeting is available on the Jefferson County Commission website.

PRAYER- Jennifer Verdugo

PLEDGE OF ALLEGIANCE

Due to lack of quorum, the meeting could not commence. Next schedule meeting will take place on November 2, 2023 at 9:30am.

REQUISITIONS TO BE APPROVED

October 5, 2023

DEPARTMENT	Requisition No.	AMOUNT	VENDOR	DESCRIPTION
FLEET & FACILITIES	24020	$ 14,885.00	IPC Technologies	Annual Support Agree. For Phone Sys.
IT & DATA PROCESSING	24017	$ 12,300.00	Rugged Notebooks	4 Rugged Notebooks for ESA
COUNTY CLERK	24021	$ 22,208.00	Compiled Technologies LLC	Annual Software Contract
SHERIFF	24022	$ 14,131.50	Intrensic, LLC	Contract for Body Cams
GRAND TOTAL		**$ 63,524.50**		

REQUISITIONS TO BE APPROVED October 19, 2023

DEPARTMENT	Requisition No.	AMOUNT	VENDOR	DESCRIPTION
FLEET & FACILITIES	24023	$ 12,956.00	Neopost USA, Inc.	Postage Machine
IT & DATA PROCESSING	24019	$ 54,649.80	InSight Public Sector	Sophos Annual Sub. License
GRAND TOTAL		**$ 67,605.80**		

REQUISITIONS TO BE APPROVED November 2, 2023

DEPARTMENT	Requisition No.	AMOUNT	VENDOR	DESCRIPTION
OTHER BUILDINGS	24026	$ 14,562.00	BOLAND TRANE SERVICES INC	Replacemt Compressor Rooftop HVAC
GRAND TOTAL		**$ 14,562.00**		

DESCRIPTION	FUND 001 CO.		TOTAL
Gross Wages	$475,935.43		$475,935.43
6.2% Tax Payable OASDI	$28,344.28		$28,344.28
1.45% Tax Payable HI	$6,628.93		$6,628.93
Fed Withholding	$39,943.27		$39,943.27
WV State Withholding	$15,278.57		$15,278.57
VA State Tax	$513.71		$513.71
MD State Tax	$1,111.62		$1,111.62
PERS Retirement Deduct 4.5%	$9,020.77		$9,020.77
PERS Retirement Deduct 6%	$8,525.47		$8,525.47
DSRS Retirement Deduct 8.5%	$8,602.68		$8,602.68
EMS Retirement Deduct 8.5%	$885.89		$885.89
Hosp. Pre-Taxed	$16,679.00		$16,679.00
D/VF	$1,742.43		$1,742.43
AFLAC Pre-Taxed	$348.93		$348.93
AFLAC Post-Taxed	$755.52		$755.52
Optional Life Post-Taxed	$1,699.16		$1,699.16
Wage Attach #1	$439.85		$439.85
Wage Attach #2	$150.00		$150.00
Wage Attach #3	$0.00		$0.00
Wage Attach #4			$0.00
457 - Nationwide	$1,065.00		$1,065.00
457I - Empower	$4,926.32		$4,926.32
457R - Roth	$1,789.11		$1,789.11
Christmas Club	$3,910.00		$3,910.00
Colonial(Plus)	$47.84		$47.84
Uniforms			$0.00
Total Deductions	$152,408.35	$0.00	$152,408.35
Net Wages Total	$323,527.08	$0.00	$323,527.08
Payroll Date	Septemer 15,2023		

DESCRIPTION	FUND 001 CO.		TOTAL
Gross Wages	$490,618.26		$490,618.26
6.2% Tax Payable OASDI	$30,377.83		$30,377.83
1.45% Tax Payable HI	$7,104.46		$7,104.46
Fed Withholding	$45,630.31		$45,630.31
WV State Withholding	$16,660.80		$16,660.80
VA State Tax	$573.44		$573.44
MD State Tax	$1,165.48		$1,165.48
PERS Retirement Deduct 4.5%	$9,303.94		$9,303.94
PERS Retirement Deduct 6%	$8,756.04		$8,756.04
DSRS Retirement Deduct 8.5%	$8,968.72		$8,968.72
EMS Retirement Deduct 8.5%	$842.31		$842.31
Hosp. Pre-Taxed	$303.00		$303.00
D/VF	$0.00		$0.00
AFLAC Pre-Taxed	$348.93		$348.93
AFLAC Post-Taxed	$785.76		$785.76
Optional Life Post-Taxed	$0.00		$0.00
Wage Attach #1	$439.85		$439.85
Wage Attach #2	$150.00		$150.00
Wage Attach #3	$0.00		$0.00
Wage Attach #4			$0.00
457 - Nationwide	$1,065.00		$1,065.00
457I - Empower	$4,986.40		$4,986.40
457R - Roth	$1,755.38		$1,755.38
Christmas Club	$3,925.00		$3,925.00
Colonial(Plus)	$47.84		$47.84
Uniforms			$0.00
Total Deductions	$143,190.49	$0.00	$143,190.49
Net Wages Total	$347,427.77	$0.00	$347,427.77
Payroll Date	September 29, 2023		

DESCRIPTION	FUND 001 CO.		TOTAL
Gross Wages	$484,747.73		$484,747.73
6.2% Tax Payable OASDI	$28,871.60		$28,871.60
1.45% Tax Payable HI	$6,752.25		$6,752.25
Fed Withholding	$42,531.09		$42,531.09
WV State Withholding	$15,553.18		$15,553.18
VA State Tax	$554.95		$554.95
MD State Tax	$1,249.09		$1,249.09
PERS Retirement Deduct 4.5%	$8,818.57		$8,818.57
PERS Retirement Deduct 6%	$8,817.63		$8,817.63
DSRS Retirement Deduct 8.5%	$9,046.37		$9,046.37
EMS Retirement Deduct 8.5%	$780.72		$780.72
Hosp. Pre-Taxed	$16,967.00		$16,967.00
D/VF	$1,761.22		$1,761.22
AFLAC Pre-Taxed	$348.93		$348.93
AFLAC Post-Taxed	$785.76		$785.76
Optional Life Post-Taxed	$1,717.31		$1,717.31
Wage Attach #1	$373.39		$373.39
Wage Attach #2	$150.00		$150.00
Wage Attach #3	$166.49		$166.49
Wage Attach #4			$0.00
457 - Nationwide	$1,065.00		$1,065.00
457I - Empower	$4,981.36		$4,981.36
457R - Roth	$1,748.68		$1,748.68
Christmas Club	$4,085.00		$4,085.00
Colonial(Plus)	$47.84		$47.84
Uniforms			$0.00
Total Deductions	$157,173.43	$0.00	$157,173.43
Net Wages Total	$327,574.30	$0.00	$327,574.30
Payroll Date	**October 13, 2023**		

DESCRIPTION	FUND 001 CO.		TOTAL
Gross Wages	$475,833.26		$475,833.26
6.2% Tax Payable OASDI	$28,365.74		$28,365.74
1.45% Tax Payable HI	$6,633.96		$6,633.96
Fed Withholding	$40,829.68		$40,829.68
WV State Withholding	$15,267.55		$15,267.55
VA State Tax	$541.15		$541.15
MD State Tax	$1,060.85		$1,060.85
PERS Retirement Deduct 4.5%	$8,663.03		$8,663.03
PERS Retirement Deduct 6%	$8,862.19		$8,862.19
DSRS Retirement Deduct 8.5%	$9,117.45		$9,117.45
EMS Retirement Deduct 8.5%	$842.16		$842.16
Hosp. Pre-Taxed	$16,328.00		$16,328.00
D/VF	$1,693.72		$1,693.72
AFLAC Pre-Taxed	$299.37		$299.37
AFLAC Post-Taxed	$758.88		$758.88
Optional Life Post-Taxed	$1,703.10		$1,703.10
Wage Attach #1	$373.39		$373.39
Wage Attach #2	$150.00		$150.00
Wage Attach #3	$0.00		$0.00
Wage Attach #4			$0.00
457 - Nationwide	$1,065.00		$1,065.00
457I - Empower	$4,981.36		$4,981.36
457R - Roth	$1,742.94		$1,742.94
Christmas Club	$4,085.00		$4,085.00
Colonial(Plus)	$47.84		$47.84
Uniforms			$0.00
Total Deductions	$153,412.36	$0.00	$153,412.36
Net Wages Total	$322,420.90	$0.00	$322,420.90
Payroll Date	October 27, 2023		

JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

Name: Angela Banks

Department or Organization: Assessor

Commission Meeting Date: September 21, 2023

Special Meeting Date (if necessary):

Subject (*wording to be placed on agenda*):

Exonerations

Please provide a description of your request or presentation, including any background information:

Type of Request: (Funding/Hiring):

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Recommended Motion (*type out wording of the motion you would like the Commission to approve*):

Attach supporting documents for request, or request may be denied.
If not attached, explain:

Is equipment needed? ☐ Projector ☐ Internet/Wi Fi: ☐ Conference/Video ☐ No

Contact Information: Angela Banks Phone Number: 304-728-3224
Email Address:

JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

Additional Comments Page:

JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

Name: Tom Hansen

Department or Organization: Sheriff's Office

Commission Meeting Date: Next Meeting

Special Meeting Date (if necessary):

Subject (*wording to be placed on agenda*):

Auction of County Property
Deputy Leave
Part-time Bailiff
Grant Award

Please provide a description of your request or presentation, including any background information:

See list of County Property to be sold at Public Auction on October 27, 2023.
Need to revisit the max accrual allowable/potential payout of leave for Deputies
Approve the hire of Scott Paugh as a part-time bailiff beginning 10/10/2023 at a rate of $17/hr.
Acceptance of grant award for the Governors Highway Safety Grant.

Type of Request: (Funding/Hiring):

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Recommended Motion (*type out wording of the motion you would like the Commission to approve*):

I move to approve the sale of items listed at public auction.
I move to approve the increase of max accrual of vacation hours for deputies to 300 hours and/or the payout of leave to get deputies to their max accrual when unable to take leave.
I move to approve the hire of Scott Paugh as a part-time bailiff at $17/hr beginning 10/10/2023.

Attach supporting documents for request, or request may be denied.
If not attached, explain:

Is equipment needed? ☐ Projector ☐ Internet/Wi Fi: ☐ Conference/Video ☐ No

Contact Information: Phone Number:
Email Address:

JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

Additional Comments Page:

I move to accept the grant award from the Governors Highway Safety Grant and authorize the president to sign the associated documents.

Below is a list of the items projected to be sold at the auction. This is always advertised as subject to change without notice.

JCPR

Kubota L-245 Tractor w/woods L-50 mower.
2016 John Deere 652 standup mower. 2016 (We may have to put a reserve on this??)
2010 4 door Chevy Silverado. 132275 miles.

JCC

1992 Ford Truck Vin#1FTEF14Y8NNA39097

JCSO

2004 Ford - VIN #2FAFP71W14X103605
2004 Dodge Dakota
2005 Ford Explorer
2007 Ford - VIN #2FAFP71W37X107658
2008 Ford - VIN #2FAFP71V18X124371
2012 Dodge - VIN #2C3CDXATXCH142010
2013 Ford - VIN #1FM5K8AR9DGB71382
Ford Ranger (Old AC truck)
Dodge Durango (EMS)

Reserves

2004 Ford Crown Vic Vin# 2FAFP71W64X102742
2005 Ford Explorer Vin# 1FMZU72K65ZA75593
2002 Ford Crown Vic Vin# 2FAFP71W23X131976
2007 Ford Crown Vic Vin# 2FAFP71W37X107658
2004 Dodge Pickup Vin# 1GTG6DEN5J1296718
2006 Ford Explorer Vin# 1FMEU72E76UB58134
2003 Ford Crown Vic Vin# 2FAFP71W14X103605

GRANT CONTRACT AGREEMENT

BETWEEN THE

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF MOTOR VEHICLES

AND

JEFFERSON COUNTY COMMISSION

F24-HS-06

This **AGREEMENT**, entered into this **30th** day of **September 2023**, by the Commissioner of the Division of Motor Vehicles, for and on behalf of the State of West Virginia, Department of Transportation, Division of Motor Vehicles, hereinafter referred to as "DMV," and the Jefferson County Commission hereinafter referred to as "Subgrantee."

Whereas, DMV is the recipient of a National Highway Traffic Safety Administration appropriation from the United States Department of Transportation, and

Whereas, the Subgrantee is an eligible applicant, who is desirous of receiving funds to continue the Jefferson County EP Traffic Safety Enforcement Program.

Now, Therefore, the parties hereto mutually agree as follows:

1. The Subgrantee agrees to comply with all applicable federal and state laws and rules, regulations, and policies promulgated thereunder.

2. DMV agrees to assist the Subgrantee to perform such tasks and functions as set forth in the attached application.

3. The Subgrantee shall do, perform, and carry out in a satisfactory manner as determined by DMV all duties, tasks, and functions necessary to implement the attached application.

4. The Subgrantee will commence its duties under the Agreement on **October 1, 2023**, and to continue those services/activities until **September 30, 2024**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.

5. In consideration of the services rendered by the Subgrantee, the sum of up to **$198,000.00** shall be obligated by DMV and said amount shall be deemed to be the

maximum compensation to be received for this agreement unless a written modification is entered into between the parties amending the Agreement.

6. It is the understanding of all parties to this Agreement that DMV, by joining in the Agreement, neither pledges, nor promises to pledge, the credit of the State of West Virginia, nor does it promise payment of the compensation hereunder from monies from the "Treasury of the State of West Virginia."

7. To be eligible for any and all payments of the grant amount, the Subgrantee shall submit a Request for Reimbursement no more frequently than once a month to DMV. Upon receipt of said request, DMV shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of the attached application unless written approval of modification of the budget is signed by the parties hereto. The Subgrantee shall submit both a fiscal report detailing expenditures and a narrative progress report on a monthly basis by the 20th day of the following month.

8. The Subgrantee hereby represents that it possesses the legal authority to contract for this Agreement. Furthermore, attached and made a part of is a certified copy of the resolution, or motion of similar action, which the Subgrantee's governing body has clearly adopted or passed; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Subgrantee is a State agency, the completed application signed by the agency head is sufficient.

9. The Subgrantee agrees to abide by the grant conditions, terms, assurances, and certifications which are a part of the application and such other special terms and conditions that DMV has set forth in the Special Conditions, which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.

10. If, through any cause, the Subgrantee shall fail to fulfill in a necessary and proper manner his obligations under this Agreement, the DMV may withhold payments to the Subgrantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the DMV reasons for taking said action.

11. DMV and Subgrantee may from time to time require changes in the scope of services performed hereunder. Subgrantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation here-under or work to be performed, which are mutually agreed upon between the parties shall be in writing.

12. If for any reason funds received by DMV are suspended or terminated, in whole or in part, funding for this agreement shall cease.

13. The Subgrantee shall, within the time period prescribed by grant conditions upon the termination of the Agreement, submit to DMV a final report on forms provided by DMV. Said reports shall reflect actual costs incurred during the terms of this Agreement.

14. The parties hereto agree that notice shall be given by personal service or served when mailed certified US Mail, postage prepaid, return receipt requested to the following addresses:

    1. Governor's Highway Safety Program
       5707 MacCorkle Avenue, SE
       Post Office Box 17600
       Charleston, West Virginia 25317-0010

    2. **Subgrantee Mailing Address:**
       Jefferson County Commission
       102 Industrial Blvd., Ste 100
       Kearneysville, West Virginia 25430

15. The Subgrantee, unless the Subgrantee is a state agency of the State of West Virginia, shall hold and save DMV and its officers, agents, and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent, or representative of the Subgrantee.

IN WITNESS WHEREOF, the parties hereto attach their signatures representing that each is acting with full authority.

_____

Mr. Stephen Stolipher
Commission President
Jefferson County Commission

_____

Mr. Everett Frazier
Commissioner
Division of Motor Vehicles

AGENDA REQUEST FORM

www.jeffersoncountywv.org

Name: Rebecca Hall

Department or Organization: **Prosecuting Attorney's Office Victim Assistance Program**

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: **10/19/2023**
If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): VOCA Federal Grant Contract 2023-2024 Approval and Signature

Please provide the County Commission with a description of your request or presentation, including any background information:
The Victim Assistance Program has been awarded a VOCA federal grant in the amount of $114,109.00. Requesting the County Commission sign the VOCA Federal Grant Contract for 2023-2024. .

Is this a funding request? No
If so, how much? $
Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):
Approve the 2023-2024 VOCA Federal Grant

Attach supporting documents for request, or request may be denied.
If not attached, explain:

Is equipment needed? Projector N Internet/Wi Fi N Telephone for conference call N

Contact information: Rebecca Hall
Email address: rhall@jeffersoncountywv.org Phone Number: 304-725-6550

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION
not applicable

AGENDA REQUEST FORM

www.jeffersoncountywv.org

Name: Karen Olden

Department or Organization: **Jefferson County Clerk (Probate)**

Estimation of amount of time needed for appointment: 30 minutes

Date Requested – 1st Choice: **November 2, 2023**
If a specific date is needed, please provide reason for specific date

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*):

Fiduciary Quarterly Review of Estates opened, Waivers of Final Settlement and Accountings. recorded since last quarterly review in July.

Special Hearing for Respondent and Administrator CTA, DBN. William H. Judy, III, Ordered to appear before the Jefferson County Commission for the Estate of Richard Walter Accurso, deceased, and Ellen Sherry Hoffman, deceased

Please provide the County Commission with a description of your request or presentation, including any background information:

Is this a funding request? Y/N NO
If so, how much? $
Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

Attach supporting documents for request, or request may be denied.
If not attached, explain:

Is equipment needed? Projector Y/N Internet/Wi Fi Y/N. Telephone for conference call Y/N

Contact information:
Email address: Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

Regular Term

October 2023

State of West Virginia, County of Jefferson, to-wit:

At a regular Term of the County Commission of said County and State, begun and held at the Old Charles Town Library thereof, on Thursday, October 5th, 2023 at 9:30AM.

PRESENT: County Commissioners: Steve Stolipher, Jane Tabb, Tricia Jackson, Jennifer Krouse

The following Accountings and Waivers of Final Settlement were this day examined by the Commission and there being no exceptions thereto, and none appearing on the face thereof, same are ordered approved and recorded as follows:

Accountings

Estate of Dorothy F Copestake, deceased, First and Final Accounting, Catherine Copestake Yohn, Executrix

Estate of Melva Theresa Daniel, deceased, First and Final Accounting, Craig Thomas Daniel, Executor

Estate of Beverly Anne Dopson, deceased, First and Final Accounting, Stacy L Dopson, Executrix

Estate of Kathleen Fuller, deceased, First and Final Accounting, Graham Fuller, Administrator

Estate of Jeffry C Hull, deceased, First and Final Accounting, Rebecca F Holmes, Melanie Hinson and Dianna Curtis, Co-Executrix's

Estate of Betty J Martin, deceased, Susan L Moser, Administratrix

Estate of Theresa Rose Rohal, deceased, First and Final Accounting, Heather Dern Myers, Administratrix

Estate of Janet L Stone, deceased, First and Final Accounting, Walter Stone, Executor

Waivers of Final Settlement

Estate of Anne Elizabeth Belota, deceased, Tricia B Ballard, Executrix

Estate of David Charles Bowen, deceased, Mary E Mullens, Administratrix

Estate of Lucille Miller Brown, deceased, Sharon Gray, Executrix

Estate of Deborah A Bucher, deceased, Asa Tyler Brewer, Executor

Estate of Margaret R Clipp, deceased, Ronald B Clipp, Executor

Estate of Gladys Cobb, deceased, Dawn Dunbar, Executrix

Estate of Linda Lou Collins, deceased, Rebecca Basford, Administratrix

Estate of Marsha Jayne Craun, deceased, John M Craun, Administrator

Estate of Rebecca Jean Davis, deceased, John Davis, Administrator

Estate of Doris B Dodson, deceased, Roy L Dodson Jr & Patricia A Gibbs, Co-Exec's

Estate of Roy Lee Dodson Sr, deceased, Patty Gibbs & Roy Lee Dodson Jr, Co-Exec's

Estate of Martha Virginia Dunn, deceased, Susanna D McKendree, Administratrix

Estate of Bernard Kirk Francis Ence, deceased, Christie Lynn Ence, Executrix

Estate of Dale T Ferril, deceased, Terry H Ferril, Executrix

Estate of Woodrow Alford Garrett Jr, deceased, Marc Garrett, Administrator

Estate of Loren Grey Gentry, deceased, Jenna Nicole Bruce, Administratrix

Estate of Douglas Leroy Glascock, deceased, Dessie P Glascock, Administratrix

Estate of Patricia Ann Higgs, deceased, Brian Higgs, Administrator

Estate of David E Hollis, deceased, Kirsten M Hollis, Administratrix

Estate of Howard Grayson James, deceased, Betty Ann James, Executrix

Estate of Violet D Jenkins, deceased, Brien M Jenkins, Executor

Estate of Ernest Barnwell Johnston Jr AKA Ernest Barnwell Johnston, deceased, Johanna Johnston, Co Executrix, Rebeckah Johnston, Co Executrix, Lucy Johnston, Co Executrix, and Julia Johnston, Co Executrix

Estate of Gary Eugene Jones, deceased, Benjamin Jones, Executor

Estate of Jared Gordon Jones, deceased, Herbert A Fisher, Administrator

Estate of Marcella G Kay, deceased, Cesar Samuel Grillo, Executor

Estate of Linda J Macleod, deceased, Clarke R Stoneback, Executor

Estate of Frances K Marlow, deceased, Sherry Rotruck, Executrix

Estate of William Henry Martin III, deceased, Gwenn Renee Martin, Administratrix

Estate of John Donald McKee, deceased, Cynthia O'Bannon McKee, Executrix

Estate of Therl Meadows, deceased, Kathy Stevens, Executrix

Estate of James Bernard Poindexter III, deceased, Pama K Poindexter, Executrix

Estate of Jacob Edward Rabatin, deceased, June Finney Rabatin, Executrix

Estate of Lloyd Francis Reeler, deceased, Rhonda M Smith, Administratrix

Estate of Ronald Reed Saul, deceased, Robin M Saul, Executrix

Estate of Evelyn Louise Sprenkle, deceased, Willard Beahm Jr, Executor

Estate of Edward Francis Weber Jr, deceased, Susan Margaret Wallace, Executrix

Estate of Lois Jean Welsh, deceased, Traci Welsh Taylor, Co Executrix, Patrick M Welsh, Co Executor

Estate of Wilson Henry Stout White III, deceased, Zachary James Desotelle, Executor

Estate of Linda A Whitmore, deceased, Kery Fries, Co Adminstratrix, Kamalla L Beddingfield, Co Administratrix

Accountings and Waivers of Final Settlement submitted from the Fiduciary

Commissioners: Frank D. Hill,

Estate of Charles Francis Hillyer, deceased, Tenth Interim Accounting, Charlene Frances Hillyer Ferguson, Executrix

_____

President of the County Commission

United States of America

State of West Virginia **County of Jefferson, ss:**

Appointment List

Notice is hereby given that the following estate(s) have been opened for probate from 6/30/2023 thru 10/27/2023 in the Jefferson County Clerk's Office at PO Box 208, Charles Town, WV 25414-0208.

ESTATE NUMBER: **4268**
APPOINT DATE: 09/12/2023
ESTATE NAME: **WILLIAM F MAGAHA**
EXECUTRIX / TRUSTEE WENDY WASSON

ESTATE NUMBER: **4413**
APPOINT DATE: 09/13/2023
ESTATE NAME: **JAMES WARREN MEADE LARUE**
ADMINISTRATRIX CTA DBN KIM LARUE

ESTATE NUMBER: **4519**
APPOINT DATE: 06/30/2023
ESTATE NAME: **JAMES BERNARD POINDEXTER III**
EXECUTRIX PAMA K POINDEXTER

ESTATE NUMBER: **4522**
APPOINT DATE: 07/05/2023
ESTATE NAME: **OSCAR RAY WASHINGTON**
ADMINISTRATRIX TERESA L MOPPINS

ESTATE NUMBER: **4523**
APPOINT DATE: 07/05/2023
ESTATE NAME: **CHERYL MILLER**
EXECUTRIX BARBARA A MACKEY

ESTATE NUMBER: **4525**
APPOINT DATE: 07/13/2023
ESTATE NAME: **REBECCA JANETTE HAMILTON**
CO EXECUTOR CHERIF WESLEY OUBOUZAR
CO EXECUTOR MICHAEL JOHN HAMILTON

ESTATE NUMBER: **4527**
APPOINT DATE: 07/07/2023
ESTATE NAME: **VIRGINIA D UNGER**
ANCILLARY ADMINISTRATOR KENNETH R UNGER JR

ESTATE NUMBER: **4528**
APPOINT DATE: 07/10/2023
ESTATE NAME: **CHARLTON LARRY HALL**
ADMINISTRATRIX MELISSA A HALL

ESTATE NUMBER: **4530**
APPOINT DATE: 07/24/2023
ESTATE NAME: **SANDRA JEAN CLOWSER**
EXECUTOR DENNIS CLOWSER

ESTATE NUMBER: **4534**
APPOINT DATE: 07/14/2023
ESTATE NAME: **MARGARET SARAH OLCOTT**
EXECUTRIX JANET W OLCOTT

ESTATE NUMBER: **4535**
APPOINT DATE: 07/14/2023
ESTATE NAME: **DANIEL EDWARD WELDING**
ADMINISTRATRIX DELORES C WELDING
ATTORNEY JOHN K DORSEY
104 W CONGRESS STREET
CHARLES TOWN, WV 25414-1622

ESTATE NUMBER: **4538**
APPOINT DATE: 07/18/2023
ESTATE NAME: **WILSON HOWARD LOTZ JR**
ADMINISTRATOR MICHAEL A LOTZ

ESTATE NUMBER: **4539**
APPOINT DATE: 07/20/2023
ESTATE NAME: **BETTY J MARTIN**
ADMINISTRATRIX SUSAN L MOSER
SURETY DOUGLAS WHITEMAN

ESTATE NUMBER: **4540**
APPOINT DATE: 07/26/2023
ESTATE NAME: **WILTON LEE HOCKENSMITH**
EXECUTRIX MARY ELLEN HOCKENSMITH
ATTORNEY JOHN K DORSEY
104 W CONGRESS STREET
CHARLES TOWN, WV 25414-1622

ESTATE NUMBER: **4541**
APPOINT DATE: 07/27/2023
ESTATE NAME: **WILLIAM KOONTZ NOLAND**
EXECUTOR RICK LUSBY

ESTATE NUMBER: **4543**
APPOINT DATE: 07/27/2023
ESTATE NAME: **ANDREW R EWALT**
ANCILLARY ADMINISTRATOR CHERYL ENGLE
ATTORNEY JOHN K DORSEY
104 WEST CONGRESS STREET
CHARLES TOWN, WV 25414-1622

ESTATE NUMBER: **4544**
APPOINT DATE: 07/28/2023
ESTATE NAME: **CECLIE ANN HILDEBRAND**
ADMINISTRATRIX COURTNEY LEE SWEENEY
SURETY ERNEST COLLINS

ESTATE NUMBER: **4547**
APPOINT DATE: 08/01/2023
ESTATE NAME: **ALLEN NEWMAN JR**
ADMINISTRATRIX AALIYAH NEWMAN

ESTATE NUMBER: **4548**
APPOINT DATE: 08/01/2023
ESTATE NAME: **GERALD IAN KELLER**
CO ADMINISTRATOR MAX KELLER
CO ADMINISTRATOR BRITT ERICKSON

ESTATE NUMBER: **4549**
APPOINT DATE: 08/02/2023
ESTATE NAME: **WILMA ANN HOCKENSMITH**
EXECUTRIX JANET H CARROLL

ESTATE NUMBER: **4552**
APPOINT DATE: 08/03/2023
ESTATE NAME: **BEATRIZ MEDINA MAYORAL**
ANCILLARY ADMINISTRATOR MICHAEL MAYORAL

ESTATE NUMBER: **4554**
APPOINT DATE: 08/04/2023
ESTATE NAME: **WILLIAM HOWARD ADAMS**
EXECUTOR WILLIAM S ADAMS
ATTORNEY JOHN K DORSEY
104 W CONGRESS ST
CHARLES TOWN, WV 25414-1622

ESTATE NUMBER: **4555**
APPOINT DATE: 08/04/2023
ESTATE NAME: **GLENN HUNTER EDWARDS**
EXECUTOR RICK W SMITH
SURETY F SAMUEL BYRER

ESTATE NUMBER: **4556**
APPOINT DATE: 08/07/2023
ESTATE NAME: **MARY CATHERINE SENCINDIVER**
EXECUTRIX KATHRYN A PADDOCK

ESTATE NUMBER: **4557**
APPOINT DATE: 08/08/2023
ESTATE NAME: **CONSTANCE GRIFFITH**
ADMINISTRATOR DEAN GRIFFITH

ESTATE NUMBER: **4560**
APPOINT DATE: 09/01/2023
ESTATE NAME: **EARL L JACKSON JR**
EXECUTRIX VIRGINIA A JACKSON

ESTATE NUMBER: **4561**
APPOINT DATE: 08/10/2023
ESTATE NAME: **CARL BROGDEN**
EXECUTOR CHRISTOPHER BARRON

ESTATE NUMBER: **4562**
APPOINT DATE: 08/10/2023
ESTATE NAME: **JEAN MARIE RUDE**
ANCILLARY ADMINISTRATOR WILLIAM C RUDE

ESTATE NUMBER: **4563**
APPOINT DATE: 08/14/2023
ESTATE NAME: **EDRIE JUANITA WHITE**
EXECUTOR WILLIAM W WHITE JR

ESTATE NUMBER: **4565**
APPOINT DATE: 10/06/2023
ESTATE NAME: **JOAN LORD JOHNSTON**
CO EXECUTRIX JOHANNA JOHNSTON
CO EXECUTRIX REBECKAH LORD
ATTORNEY JOHN K DORSEY
104 W CONGRESS STREET
CHARLES TOWN, WV 25414-1622

ESTATE NUMBER: **4567**
APPOINT DATE: 08/15/2023
ESTATE NAME: **MARJORIE VETTER HOFFMAN**
ANCILLARY ADMINISTRATOR FRANCIS LEIF HOFFMAN

ESTATE NUMBER: **4568**
APPOINT DATE: 08/16/2023
ESTATE NAME: **NAOMI S TRIBBY AKA--SHERMAN NAOMI TRIBBY**
EXECUTRIX KATHY TRIBBY

ESTATE NUMBER: **4570**
APPOINT DATE: 08/16/2023
ESTATE NAME: **PRESTON ARTHUR TYSON**
EXECUTRIX MYRET M TYSON

ESTATE NUMBER: **4571**
APPOINT DATE: 08/17/2023
ESTATE NAME: **WILLIAM K MYERS JR**
EXECUTOR MATTHEW D MYERS

ESTATE NUMBER: **4572**
APPOINT DATE: 08/17/2023
ESTATE NAME: **DAVID MICHAEL JARROTT**
EXECUTRIX JESSICA LYNN HELD JARROTT

ESTATE NUMBER: **4573**
APPOINT DATE: 08/21/2023
ESTATE NAME: **GERARD F.J. O'BRIEN**
EXECUTRIX SYLVIE M GRANGE AKA - SYLVIE M O'BRIEN

ESTATE NUMBER: **4574**
APPOINT DATE: 10/04/2023
ESTATE NAME: **JAMES CARLTON WINSTON**
ADMINISTRATRIX CTA CAROLYN JONES

ESTATE NUMBER: **4577**
APPOINT DATE: 08/24/2023
ESTATE NAME: **JERRY WAYNE HIBBITTS**
EXECUTRIX JOYCE A HIBBITTS

ESTATE NUMBER: **4581**
APPOINT DATE: 08/29/2023
ESTATE NAME: **ALEXANDER MILLER**
EXECUTRIX PAMELA A MILLER

ESTATE NUMBER: **4583**
APPOINT DATE: 08/30/2023
ESTATE NAME: **OLAGENE S OTT**
ADMINISTRATRIX TIFFANI OTT

ESTATE NUMBER: **4584**
APPOINT DATE: 09/05/2023
ESTATE NAME: **ROY MICHAEL MAGAHA**
EXECUTRIX DEBORAH DIANE MAGAHA

ESTATE NUMBER: **4586**
APPOINT DATE: 09/06/2023
ESTATE NAME: **JAMES WILLIAM CANIFORD**
EXECUTRIX SHIRLEY H CANIFORD
ATTORNEY JOHN DORSEY
104 W CONGRESS ST
CHARLES TOWN, WV 25414-1622

ESTATE NUMBER: **4587**
APPOINT DATE: 10/05/2023
ESTATE NAME: **JEFFREY EDWARD FOWLER**
ADMINISTRATRIX HEATHER M WEAN

ESTATE NUMBER: **4588**
APPOINT DATE: 09/07/2023
ESTATE NAME: **PATRICIA ANN GEMMILL**
EXECUTRIX MICHELLE KNOBLAUCH

ESTATE NUMBER: **4589**
APPOINT DATE: 09/11/2023
ESTATE NAME: **CARROLL DALE SHUTTS**
ADMINISTRATRIX MURIEL SHUTTS

ESTATE NUMBER: **4590**
APPOINT DATE: 09/15/2023
ESTATE NAME: **JOHN EDWARD HOSBY SR**
ADMINISTRATOR DEVIN HOSBY

ESTATE NUMBER: **4592**
APPOINT DATE: 09/12/2023
ESTATE NAME: **PAUL LOUIS COURTNEY**
EXECUTOR GEORGE S COURTNEY

ESTATE NUMBER: **4593**
APPOINT DATE: 09/12/2023
ESTATE NAME: **MICHAEL G RINER**
EXECUTRIX CHRISTINE E RINER

ESTATE NUMBER: **4594**
APPOINT DATE: 09/22/2023
ESTATE NAME: **JEFFREY STEVEN ROSEN**
ADMINISTRATOR CTA DAVID A DEJARNETT

ESTATE NUMBER: **4595**
APPOINT DATE: 09/14/2023
ESTATE NAME: **BENJAMIN J GUNN**
ADMINISTRATOR HENRY W MORROW JR

ESTATE NUMBER: **4596**
APPOINT DATE: 09/13/2023
ESTATE NAME: **CLAUDIA JEAN PATTERSON**
EXECUTOR CHRISTOPHER R PATTERSON

ESTATE NUMBER: **4597**
APPOINT DATE: 09/14/2023
ESTATE NAME: **SANDRA LEE HARTLOVE**
EXECUTRIX LORRAINE VECCHIO

ESTATE NUMBER: **4599**
APPOINT DATE: 09/14/2023
ESTATE NAME: **MARY ELIZABETH DEEDS**
EXECUTOR FRANK RUSSELL

ESTATE NUMBER: **4600**
APPOINT DATE: 09/14/2023
ESTATE NAME: **MARY ROSE ISENNOCK**
ANCILLARY ADMINISTRATOR DAVID JAMES ISENNOCK

ESTATE NUMBER: **4601**
APPOINT DATE: 09/15/2023
ESTATE NAME: **JAMES CORBIN LARUE**
EXECUTOR JEREMY LARUE

ESTATE NUMBER: **4603**
APPOINT DATE: 09/18/2023
ESTATE NAME: **ALBERT SIDNEY NOBLE JR**
EXECUTRIX ALICIA C NOBLE

ESTATE NUMBER: **4604**
APPOINT DATE: 09/19/2023
ESTATE NAME: **GERALD M JENKINS**
EXECUTRIX NORMA K MCGRAW

ESTATE NUMBER: **4606**
APPOINT DATE: 09/22/2023
ESTATE NAME: **ROOSEVELT GREEN**
CILLARY ADMINISTRATOR CTA JUDEA GREEN

ESTATE NUMBER: **4607**
APPOINT DATE: 09/25/2023
ESTATE NAME: **WILLIAM FLOYD WADE**
ADMINISTRATRIX NORMA BENNETT

ESTATE NUMBER: **4608**
APPOINT DATE: 09/27/2023
ESTATE NAME: **SANDRA L COOPER**
ADMINISTRATOR EUGENE DAWSON
SURETY THOMAS BURCH

ESTATE NUMBER: **4610**
APPOINT DATE: 09/29/2023
ESTATE NAME: **ELEANORA YATES WORTH**
EXECUTOR RICARDO R TELCHI V.P.

ESTATE NUMBER: **4611**
APPOINT DATE: 09/29/2023
ESTATE NAME: **AGNES JEAN WATSON**
EXECUTRIX THERESA HEUMPHREUS

ESTATE NUMBER: **4612**
APPOINT DATE: 10/02/2023
ESTATE NAME: **LOIS L WHITFIELD**
EXECUTRIX GILDA H WILSON

ESTATE NUMBER: **4613**
APPOINT DATE: 10/10/2023
ESTATE NAME: **MERLE EDWARD ANDERSON SR**
EXECUTOR MERLE E ANDERSON JR

ESTATE NUMBER: **4616**
APPOINT DATE: 10/05/2023
ESTATE NAME: **MICHAEL PAUL SCHWEGMANN**
ADMINISTRATRIX MARTHA E BOWEN

ESTATE NUMBER: **4617**
APPOINT DATE: 10/06/2023
ESTATE NAME: **VICTORIA ANN BREWSTER**
ADMINISTRATOR JAMES R BREWSTER
ATTORNEY BRYAN EPPS OGILVE
115 E WASHINGTON STREET
CHARLES TOWN, WV 25414-1071

ESTATE NUMBER: **4618**
APPOINT DATE: 10/10/2023
ESTATE NAME: **JEFFREY FORMULAK**
EXECUTOR JONATHAN WAYNE FORMULAK

ESTATE NUMBER: **4622**
APPOINT DATE: 10/16/2023
ESTATE NAME: **JENNIFER LYNN FISCELLA**
ADMINISTRATOR ERIK HERMAN
SURETY PHILIP H HERMAN

ESTATE NUMBER: **4624**
APPOINT DATE: 10/17/2023
ESTATE NAME: **DONNA F THOMPSON**
ADMINISTRATRIX PAMELA K COLETTA

ESTATE NUMBER: **4625**
APPOINT DATE: 10/16/2023
ESTATE NAME: **BETTY DOLLE**
ANCILLARY ADMINISTRATOR CARL J DOLLE

ESTATE NUMBER: **4626**
APPOINT DATE: 10/17/2023
ESTATE NAME: **NORVEL LENARDE WILLIS**
ADMINISTRATRIX APRIL V HAMILTON

ESTATE NUMBER: **4629**
APPOINT DATE: 10/18/2023
ESTATE NAME: **STEFANOS PANAYIOTIS PETROPOULEAS**
CILLARY ADMINISTRATOR CTA E ADELAIDE CRAWFORD

ESTATE NUMBER: **4633**
APPOINT DATE: 10/26/2023
ESTATE NAME: **THELMA MASON CLAY**
CO EXECUTRIX PATRICIA L CLAY
CO EXECUTOR MELVIN M CLAY JR

ESTATE NUMBER: **4634**
APPOINT DATE: 10/24/2023
ESTATE NAME: **PATRICIA M LARSEN**
CO EXECUTOR GREGORY J LARSEN
CO EXECUTOR NICOLA M LARSEN
ATTORNEY DAVID A DEJARNETT
101 S QUEEN STREET
MARTINSBURG, WV 25401-3315

ESTATE NUMBER: **4638**
APPOINT DATE: 10/24/2023
ESTATE NAME: **GLADYS ANN HEMPHILL**
ANCILLARY ADMINISTRATOR JOEL HEMPHILL

ESTATE NUMBER: **4639**
APPOINT DATE: 10/24/2023
ESTATE NAME: **JAMES DECK**
ADMINISTRATOR JULIAN DECK

ESTATE NUMBER: **4640**
APPOINT DATE: 10/25/2023
ESTATE NAME: **DAVID W CRAFT**
ADMINISTRATOR CTA DBN JOHN K DORSEY

ESTATE NUMBER: **4641**
APPOINT DATE: 10/27/2023
ESTATE NAME: **JAMES L BURNS**
EXECUTRIX MARTHA E BURNS
ATTORNEY JOHN K DORSEY
104 W CONGRESS ST
CHARLES TOWN, WV 25414-1622

TOTAL ESTATES: **78**

Subscribed and sworn to before me on 10/27/2023

Jacqueline C. Shadle

President of the County Commission

Jacqueline C Shadle
Clerk of Jefferson County

By _____

Karen Olden
Deputy Clerk

JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Organization: Engineering, Planning & Zoning

Commission Meeting Date: October 5, 2023

Special Meeting Date (if necessary):

Subject (*wording to be placed on agenda*):

Approval to Advertise for Bnilding Inspector Position.

Please provide a description of your request or presentation, including any background information:

The Department of Engineering, Planning & Zoning has a vacant building inspector position. This is a request for approval to advertise to fill this position. The job description is attached. This position is already funded in the FY 2024 Budget.

Type of Request: (Funding/Hiring): Hiring Advertisement

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable): N/A

Grade/Step/Hours (PT/FT): Grade IV - FT Building Inspector

Start Date (beginning of pay period): N/A

Post Probationary Increase (If applicable): N/A

Any Additional Conditions of Employment or Funding Comments:

See attached Job Description.

Recommended Motion (*type out wording of the motion you would like the Commission to approve*):

Move to approve advertising for the position of Building Inspector in the Department of Engineering, Planning & Zoning.

Attach supporting documents for request, or request may be denied.
If not attached, explain:

Is equipment needed? ☐ Projector ☐ Internet/Wi Fi: ☐ Conference/Video ☑ No

Contact Information: Roger Goodwin, Director Phone Number: 304-728-3257
Email Address: rgoodwin@jeffersoncountywv.org

JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

Additional Comments Page:

Jefferson County, West Virginia
Job Description
Revised 01/31/2011

Position Title:	Building Inspector	**Grade Level:**	IV
Department	Engineering Department – Office of Permits and Inspections	**Date:**	
Reports to:	Chief County Engineer	**FLSA Status:**	Non-Exempt

Statement of Duties: Employee is responsible for administrative, technical and inspection work related to the enforcement and interpretation of the building code and ordinances to ensure the health, safety and welfare of the public. Employee is required to perform all similar or related duties.

Supervision Required: Under the general supervision of the Chief County Engineer, the employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently in accordance with specific instructions. The supervisor provides additional, specific instruction for new, difficult, or unusual assignments including suggested work methods as necessary. The employee is expected to recognize instances which are out of the ordinary and which do not fall within existing instructions; the employee is then expected to seek advice and further instructions. Reviews and checks of the employee's work are applied to an extent sufficient to keep the supervisor aware of progress, and to insure that completed work and methods used are technically accurate and that instructions are being followed. In many cases, the work is self checking, for example, requiring accounts to balance before proceeding.

Supervisory Responsibility: Employee is not regularly required to supervise employees.

Confidentiality: Employee has access to department files.

Accountability: Consequences of errors or poor judgment may include adverse public relations, missed deadlines, monetary loss, legal repercussions, labor/material costs, and/or injury to self or others.

Judgment: Numerous standardized practices, procedures, or general instructions govern the work and in some cases, may require additional interpretation. Judgment is needed to locate, select, and apply the most pertinent practice, procedure, regulation or guideline.

Complexity: The work consists of a variety of duties which generally follow standardized practices, procedures, regulations or guidelines. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved, or sought, in a particular situation.

Work Environment: Work requires some agility and physical strength to move in and about construction work sites, over rough terrain, or standing or walking for most of the work period. Employee is exposed to outdoor work, confined spaces and high places, toxins or fumes, equipment and machinery, traffic, electricity, radiation, biohazards, loud noises, emotional stress, and risk of personal injury.

Nature and Purpose of Public Contacts: Relationships are primarily with co-workers and the public involving frequent explanation, discussion or interpretation of practices, procedures, regulations or guidelines in order to render service, plan or coordinate work efforts, or resolve operating problems. Other regular contacts are with service recipients and employees of outside organizations such as vendors, banks and/or developers/ contractors. More than ordinary courtesy, tact and diplomacy may be required to resolve complaints or deal with hostile, uncooperative or uninformed persons. Employee may furnish news media with routine information such as meeting agendas or departmental procedures.

Occupational Risks: Essential functions regularly present potential risk of injuries from improper exposure which could result in loss of time from work. Examples of injury include burns from chemicals, steam or fire, severe muscular strains from working with extremely heavy material, falls from heights in excess of three feet and illness from exposure to communicable diseases. Special safety precautions, training, or protective clothing such as gowns, coats, gloves, glasses, hats or boots may be required.

Essential Functions:
The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

1. Review residential permit applications for compliance with the residential building code. This includes but is not limited to: single family dwelling units, duplex dwelling units, swimming pools, decks, car ports, detached garages, storage buildings, chimneys and additions.

2. Performs residential and commercial building inspections to ensure work is being performed and inspected structure meets with minimum requirements of applicable codes and ordinances; records findings of same as required.

3. Meets with builders, contractors, owners, and the public to explain the permit application and inspection process, and building code requirements, and answer questions regarding same.

4. Establishes and maintains harmonious work relationships.

5. Coordinate and prioritize daily inspection schedules, pull permit files at the end of each day to prepare for the following day's inspections.

6. Ensure the safe operation, cleanliness and maintenance of county vehicles. Keep vehicle filled with fuel, and deliver vehicle to county garage for servicing.

7. Investigates citizen complaints related to building code violations.

8. Enforces codes by giving instructions, issues warnings and/or "Stop Work Orders" when necessary.

9. Authorizes Use and Occupancy Certificates.

10. Updates results of each day's inspections into the computer database to ensure accurate and complete recording of inspection status.

11. Attends training courses to remain aware of industry regulations, obtains building code certifications and continuing education requirements as required by state law.

12. Participates in building code and permit application process question and answer meetings held by Planning, Zoning and Engineering for the building industry.

Recommended Minimum Qualifications:

Education and Experience: Minimum of five (5) years of building construction and/or inspection experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job. In addition, successful completion of the training and examinations required to be certified as an Inspector by the International Code Council and the West Virginia State Fire Marshal (WV State Code, Title 87-7-3).

Special Requirements:
Valid Motor Vehicle Operator's License and Building Code Inspector and Plans Examiner Certifications (W.V. State Fire Marshal, W.V. State Code, Title 87-7).

Knowledge, Abilities and Skill
Knowledge: Knowledge and understanding of building construction trades and terminology, International Building Codes, and building construction processes and methods.

Abilities: Ability to work independently; ability to deal with public tactfully and effectively. Ability to establish and maintain effective working relationships with department staff, contractors doing business for the town as well as state regulatory authorities. Ability to carry out essential functions under hazardous or inclement weather conditions in a safe manner. Ability to establish and maintain a work reporting system and other related records. Ability to deal effectively with disgruntled members of the public. Ability to read and interpret construction drawings and blue prints.

Skill: Basic math skills, computer keyboarding skills for data entry, proficient written and oral

communications skills.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions

Physical Skills: Work requires moderate intermittent physical strength and effort daily, such as, lifting heavy objects, carrying the object(s) and stacking them or placing them in a vehicle or storage area. In addition, pulling, pushing, standing or walking for the full work day may also be involved. A great deal of physical effort must be exerted at this level. Travel, particularly during adverse weather conditions and troublesome road conditions and at times during the evening, is required.

Motor Skills: Duties may involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination. Examples may include operating a personal computer, using power tools or climbing a ladder.

Visual Skills: Visual demands require the employee to constantly read and interpret documents for general understanding and analytical purposes; employee also routinely reviews non-written materials (e.g. maps and blueprints). Color vision required for this position.

JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Organization: Engineering, Planning & Zoning

Commission Meeting Date: 10/5/2023

Special Meeting Date (if necessary):

Subject (*wording to be placed on agenda*):

Complete release of Letter of Credit #5105724 for George R. and Edna C. Enos - Anglers Ridge Subdivision (File #05-06)

Please provide a description of your request or presentation, including any background information:

Complete release of Letter of Credit #5105724 with Jefferson Security Bank, Charles Town, WV for George R. and Edna C. Enos - Anglers Ridge Subdivision (File #05-06)

Type of Request: (Funding/Hiring):

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Recommended Motion (*type out wording of the motion you would like the Commission to approve*):

I authorize a complete release of Letter of Credit #5105724 with Jefferson Security Bank, Charles Town, WV in the amount of $7,108.00 for George R. and Edna C. Enos - Anglers Ridge Subdivision (File #05-06)

Attach supporting documents for request, or request may be denied.
If not attached, explain:

Is equipment needed? ☐ Projector ☐ Internet/Wi Fi: ☐ Conference/Video ☑ No

Contact Information: Phone Number: 304-728-3257
Email Address: engineering@jeffersoncountywv.org

JEFFERSON COUNTY COMMISSION

124 East Washington Street, P.O. Box 250, Charles Town, WV 25414
Phone: (304) 728-3284 **Fax:** (304) 725-7916
Web: www.jeffersoncountywv.org

October 5, 2023

PRESIDENT
Steve Stolipher

VICE PRESIDENT
Vacant

COMMISSIONER
Tricia Jackson

COMMISSIONER
Jennifer Krouse

Jane Tabb

Mr. Dustin T. Branner, Vice President &
Commercial Loan Officer
Jefferson Security Bank
P. O. Box 338
Charles Town, West Virginia 25414

RE: Irrevocable Letter of Credit #5105724 dated July 15, 2012 Construction Bond Surety for George R. and Edna C. Enos – Anglers Ridge Subdivision (File #05-06).

Dear Mr. Branner:

The Jefferson County Commission authorizes a complete release of the remaining $7,108.00 from the construction bond amount for George R. and Edna Enos – Anglers Ridge Subdivision (File #05-06). This project is located on the northeast side of Best Road (Route 28/2) east of its intersection Engle Molers Road (Route 31). The work appears to be 100% complete.

In summary, you are hereby authorized to fully release the remaining amount for the above referenced Irrevocable Letter of Credit, originally issued for $20,753.00. Please contact the Jefferson County Department of Engineering, Planning & Zoning, Engineering Office at 304-728-3257 if you have any questions.

Sincerely,

Steve Stolipher, President
Jefferson County Commission

SS:rfb

County Administrator
Makayla Zoufrilli

County Administrator
Cindy Rezner

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
116 East Washington Street, P.O. Box 716
Charles Town, West Virginia 25414

Email: engineering@jeffersoncountywv.org
Phone: 304-728-3257
Fax: 304-728-3953

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 09 / 27 / 2023 J.C.P.C. File No. SDS - 06

Consultant/Engineer/Firm Name: George Enos

Mailing Address: 347 Best Road

City: Harpers Ferry State: WV Zip: 25425

Contact Person: George Enos Phone: 304-876-6992

Project/Subdivision Name: Anglers Ridge SD

Section/Phase: Lots 1,2 and Residue Lots:

Review Comments:

X The bond release/reduction is Approved as Submitted. ____ The bond release/reduction request is Denied.

____ Add items/revise as shown per our comments on your attached bond release/reduction form & resubmit reduction/release request to our office for review and approval.

____ Some site work has progressed beyond the required "milestone" site inspections that are to be performed by our office. As a result, you will need to schedule the inspections with our Land Development Inspector, and/or provid the certifications noted on the attached "Third-Party Certifications" checklist. Please collect all the required third-party certifications and submit them all at one time along with a copy of this report and the checklist.

____ Bonding Policy & Unit Cost Figures attached for your use.

Comments: Work Complete

Approved for:
By Will Smith WHS 09-27-23
County Engineer Date

Original Bond Amt. $ 20,753 + 15% Cont. $ 0 = Total Original Bond Amt. $ 20,753

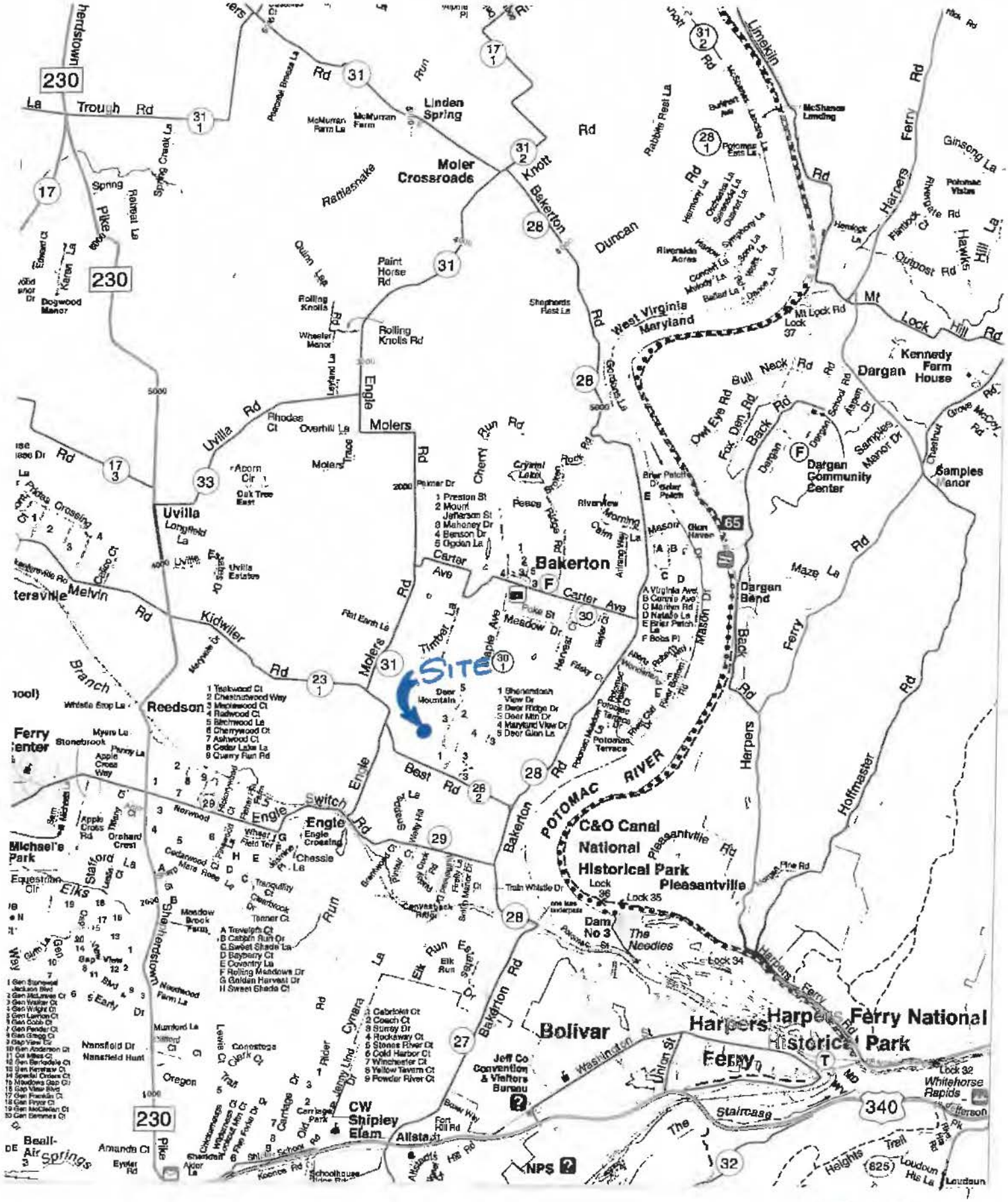
Total Current Bond Amount $ 7,108.00

Cost of Work Remaining $ 0.00 + Contingency Amount $ 0 00

= Approved for Revised Bond Amount $ 0 .00

Reviewed By: Will Smith WHS Title: L.D.I

Signature: WHS Date: 09 / 27 / 2023


SITE
Moler Crossroads
Linden Spring
Bakerton
Molers
Uvilla
Reedsville
Engle
Switch
Best Rd
Carter Ave
Poke St
Meadow Dr
Dargan Bend
Dargan Community Center
Kennedy Farm House
Samples Manor
POTOMAC RIVER
C&O Canal National Historical Park
Pleasantville
Dam No 3
The Needles
Lock 34
Lock 35
Lock 36
Bolivar
Harpers Ferry
Harpers Ferry National Historical Park
Jeff Co Convention & Visitors Bureau
CW Shipley Elem
Allstadt
NPS
Whitehorse Rapids
The Staircase
Michaels Park
Equestrian Ctr
Ferry Center
Beall-Air Springs
Dogwood Manor
Rolling Knolls
Paint Horse Rd
Rattlesnake Run
Cherry Run Rd
Duncan Rd
Knott Rd
Harpers Ferry Rd
Bull Neck Rd
Mt Lock Hill Rd
West Virginia
Maryland
Maze Ln
Hoffmaster
Oregon Trail
Fort Hill Rd
Shepherdstown Pike
Kidwiler Rd
Melvin Rd
Uvilla Rd
Trough Rd
Herstown Rd
Limekiln Rd
Ferry Rd
Back Rd
Mason Dr
Timber Ln
Deer Mountain
Fox Den Rd
Owl Eye Rd
Outpost Rd
Hawks Hill Rd
Ginseng La
Rabbits Rest La
Shepherds Rest Ln
Mt Lock Rd
Lock 37
Lock 32
Loudoun Heights
Loudoun
Pleasantville Rd
Fire Rd
Train Whistle Dr
Potomac Terrace
Potomac Heights
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JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Organization: Engineering, Planning & Zoning

Commission Meeting Date: 10/5/2023

Special Meeting Date (if necessary):

Subject (*wording to be placed on agenda*):

Complete release of Performance Bond 71484952 for Twin Oaks Subdivision, LLC - Morgan's Grove Market Early Grading Permit (File #S12-06)

Please provide a description of your request or presentation including any background information:

Complete release of Performance Bond 71484952 with Western Surety Company, Sioux Falls, SD for Twin Oaks Subdivision, LLC - Morgan's Grove Market Early Grading Permit (File #S12-06)

Type of Request: (Funding/Hiring):

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Recommended Motion (*type out wording of the motion you would like the Commission to approve*):

I authorize a complete release of Performance Bond #71484952 with Western Surety Company, Sioux Falls, SD in the amount of $100,000.00 for Twin Oaks Subdivision, LLC - Morgan's Grove Market Early Grading Permit (File #S12-06).

Attach supporting documents for request, or request may be denied.
If not attached, explain:

Is equipment needed? ☐ Projector ☐ Internet/Wi Fi; ☐ Conference/Video ☑ No

Contact Information: Phone Number: 304-728-3257
Email Address: engineering@jeffersoncountywv.org

JEFFERSON COUNTY COMMISSION

124 East Washington Street, P.O. Box 250, Charles Town, WV 25414
Phone: (304) 728-3284 **Fax:** (304) 725-7916
Web: www.jeffersoncountywv.org

PRESIDENT
Steve Stolipher

VICE PRESIDENT
Vacant

COMMISSIONER
Tricia Jackson

COMMISSIONER
Jennifer Krouse

COMMISSIONER
Jane Tabb

October 5, 2023

Ms. Lisa A. Williams, Attorney-in-Fact
Western Surety Company
191 S. Reid St.
Sioux Falls, SD 57103

RE: Performance Bond #71484952 dated February 1, 2014, Construction Bond Surety for Twin Oaks Subdivision, LLC – Morgan's Grove Market Early Grading Permit (#S12-06).

Dear Ms. Williams:

The Jefferson County Commission authorizes a complete release of the remaining $100,000.00 from the construction bond for Twin Oaks Subdivision, LLC – Morgan's Grove Market Early Grading Permit (File #512-06). This project is located on the south side of Kearneysville Pike-Route 480 west of its intersection with Morgan Grove Road. The work appears to 100% complete.

In summary, you are hereby authorized to fully release the $100,000.00 from the above referenced Performance Bond, originally issued for $100,000.00. Please contact the Jefferson County Department of Engineering, Planning & Zoning - Office of Engineering at (304) 728-3257 if you have any questions.

Sincerely,

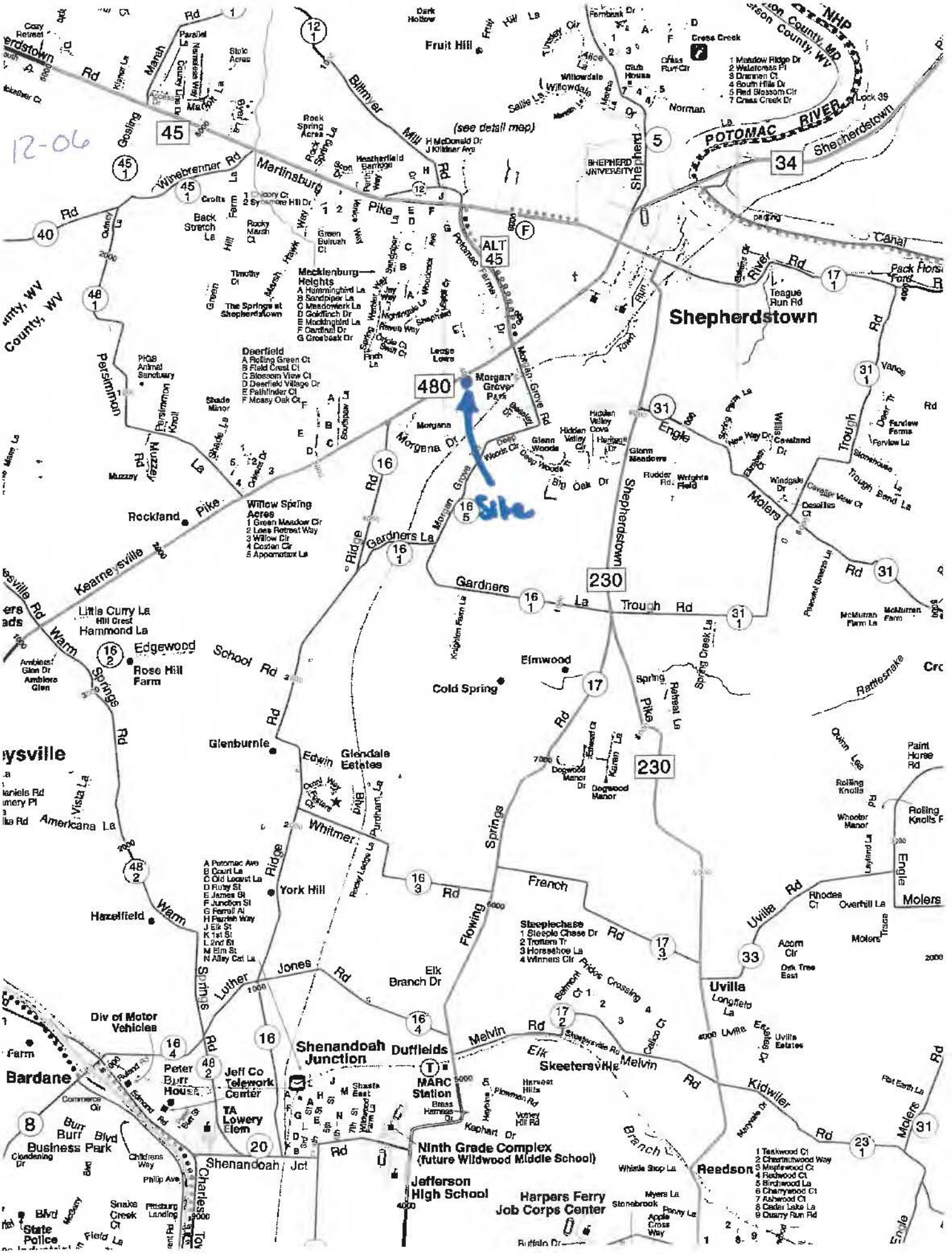
Steve Stolipher, President
Jefferson County Commission

SS:rfb

cc: Department of Engineering, Planning & Zoning
Office of Engineering

County Administrator
Makayla Zonfrilli

County
Cindy Rezmer


12-06
Site
Shepherdstown
Morgan Grove Park
480
45
ALT 45
34
230
Fruit Hill
Rockland
Edgewood
Rose Hill Farm
Cold Spring
Elmwood
Glenburnie
Glendale Estates
York Hill
Hazelfield
Shenandoah Junction
Duffields
MARC Station
Bardane
Div of Motor Vehicles
Peter Burr House
Jeff Co Telework Center
TA Lowery Elem
Ninth Grade Complex (future Wildwood Middle School)
Jefferson High School
Harpers Ferry Job Corps Center
Uvilla
Reedson
Skeetersville
Elk Branch Dr
Sleepchase
Deerfield
Willow Spring Acres
Mecklenburg-Heights
Potomac River
POTOMAC RIVER NHP
Shepherd University
Teague Run Rd
Morgana Dr
Gardners La
Trough Rd
Kearneysville Rd
Warm Springs Rd
Ridge Rd
Shepherdstown Pike
Engle Rd
Molers
Uvilla Rd
Melvin Rd
Kidwiller Rd
Jones Rd
French Rd
Whitmer Rd
Flowing Springs Rd
Americana La
Burr Blvd
Business Park
Shenandoah Jct
State Police
Harpers Ferry
Bolivar
Millville
Charles Town
Leetown
Kearneysville
Martinsburg
Winebrenner Rd
Gosling Rd
Persimmon Rd
Bilmyer Mill Rd
Shepherdstown Pike
Potomac Farms Dr
Morgan Grove Rd
Engle Rd
Trough Rd
Molers
Uvilla Rd
Melvin Rd
Kidwiller Rd
Jones Rd
French Rd
Whitmer Rd
Flowing Springs Rd
Americana La
Burr Blvd
Business Park
Shenandoah Jct
State Police
Harpers Ferry
Bolivar
Millville
Charles Town
Leetown
Kearneysville
Martinsburg

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
116 East Washington Street, P.O. Box 716
Charles Town, West Virginia 25414

Email: engineering@jeffersoncountywv.org
Phone: 304-728-3257
Fax: 304-728-3953

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 09 / 27 / 2023 J.C.P.C. File No. 512-06

Consultant/Engineer/Firm Name: Twin Oaks Subdivision, LLC

Mailing Address: PO Box 536 3988 Kearneysville Pike, Shepherdstown, WV 2

City: Shepherdstown State: WV Zip: 25443

Contact Person: Peter Corum Phone: 304-283-2467

Project/Subdivision Name: Morgans Grove Market

Section/Phase: Early Grading Permit Lots:

Review Comments:

X The bond release/reduction is Approved as Submitted. ____ The bond release/reduction request is Denied.

____ Add items/revise as shown per our comments on your attached bond release/reduction form & resubmit reduction/release request to our office for review and approval.

____ Some site work has progressed beyond the required "milestone" site inspections that are to be performed by our office. As a result, you will need to schedule the inspections with our Land Development Inspector, and/or provid the certifications noted on the attached "Third-Party Certifications" checklist. Please collect all the required third-party certifications and submit them all at one time along with a copy of this report and the checklist.

____ Bonding Policy & Unit Cost Figures attached for your use.

Comments: Site is stabilized

Approved for:
Bond Release
By [signature] 09-27-2023
County Engineer Date

Original Bond Amt. $ 100,000.00 + 15% Cont. $ Ø Total Original Bond Amt. $ 100,000.00

Total Current Bond Amount $ 100,000 00

Cost of Work Remaining $ Ø.00 + Contingency Amount $ Ø.00

= Approved for Revised Bond Amount $ Ø .00

Reviewed By: Will Smith Title: L.D.I

Signature: [signature] Date: 09/27/2023

JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Organization: Engineering, Planning & Zoning

Commission Meeting Date: 10/5/2023

Special Meeting Date (if necessary):

Subject (*wording to be placed on agenda*):

Complete release of Cash in Escrow Account for Beallair Homes, LLC - Beallair Subdivision, Phase 3, Commercial Lot 1 & Residue (File #08-21-SD)

Please provide a description of your request or presentation including any background information:

Complete release of Cash in Escrow Account with Susquehanna Bank, Hagerstown, MD for Beallair Homes, LLC - Beallair Subdivision, Phase 3, Commercial Lot 1 & Residue (File #08-21-SD)

Type of Request: (Funding/Hiring):

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Recommended Motion (*type out wording of the motion you would like the Commission to approve*)

I authorize a complete release of the Cash in Escrow Account with Susquehanna Bank, Hagerstown, MD in the amount of $260.00 for Beallair Homes, LLC - Beallair Subdivision, Phase 3, Commercial Lot 1 & Residue (File #08-21-SD)

Attach supporting documents for request, or request may be denied.
If not attached, explain:

Is equipment needed? ☐ Projector ☐ Internet/Wi Fi: ☐ Conference/Video ☑ No

Contact Information: Phone Number: 304-728-3257
Email Address: engineering@jeffersoncountywv.org

JEFFERSON COUNTY COMMISSION

124 East Washington Street, P.O. Box 250, Charles Town, WV 25414
Phone: (304) 728-3284 **Fax**: (304) 725-7916
Web: www.jeffersoncountywv.org

PRESIDENT
Steve Stolipher

VICE PRESIDENT
Vacant

Tricia Jackson

COMMISSIONER
Jennifer Krouse

COMMISSIONER
Jane Tabb

October 5, 2023

Mr. Mervin E. Yoder, Vice President
Susquehanna Bank
1800 Dual Highway
Suite 101
Hagerstown, Maryland 21703

RE: Cash in Escrow dated January 12, 2010, Construction Bond Surety for Beallair Homes, LLC – Beallair Subdivision, Phase 3, Commercial Lot 1 & Residue (File #08-21-SD).

Dear Mr. Yoder:

The Jefferson County Commission authorizes a complete release of the $260.00 Cash in Escrow from the construction bond agreement for Beallair Homes, LLC – Beallair Subdivision, Phase 3, Commercial Lot 1 & Residue (File #08-21-SD). This project is located on the east side of Route 24-Country Club Road adjacent to the B&O Railroad. The work appears to be 100% complete.

In summary, you are hereby authorized to release the remaining $260.00 from the above referenced Cash in Escrow, originally issued for $260.00 with Susquehanna Bank. Please contact the Jefferson County Department of Engineering, Planning & Zoning, Engineering Office at (304)-728-3257 if you have any questions.

Sincerely,

Steve Stolipher, President
Jefferson County Commission

SS:rfb

cc: Mr. Todd Abe
Wormald Companies
5283 Corporate Drive
Suite 300
Frederick, Maryland 21703
Department of Engineering

County Administrator
Makayla Zonfrilli

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
116 East Washington Street, P.O. Box 716
Charles Town, West Virginia 25414

Email: engineering@jeffersoncountywv.org
Phone: 304-728-3257
Fax: 304-728-3953

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 09 / 25 / 2023 J.C.P.C. File No. 08-21-SD

Consultant/Engineer/Firm Name: Wormald

Mailing Address: 5283 Corporate Dr. Site 300

City: Frederick State: MD Zip: 21703

Contact Person: Todd Abe Phone: 240-405-1348

Project/Subdivision Name: Bellair

Section/Phase: Phase III Lots: Commercial Parcel 1

Review Comments:

X The bond release/reduction is Approved as Submitted. ____ The bond release/reduction request is Denied.

____ Add items/revise as shown per our comments on your attached bond release/reduction form & resubmit reduction/release request to our office for review and approval.

____ Some site work has progressed beyond the required "milestone" site inspections that are to be performed by our office. As a result, you will need to schedule the inspections with our Land Development Inspector, and/or provid the certifications noted on the attached "Third-Party Certifications" checklist. Please collect all the required third-party certifications and submit them all at one time along with a copy of this report and the checklist.

____ Bonding Policy & Unit Cost Figures attached for your use.

Comments: _____

Approved for:
By WSmith 9-26-23
County Engineer Date

Original Bond Amt. $ 260.00 15% Cont. $ Ø = Total Original Bond Amt. $ 260.00

Total Current Bond Amount $ 260.00

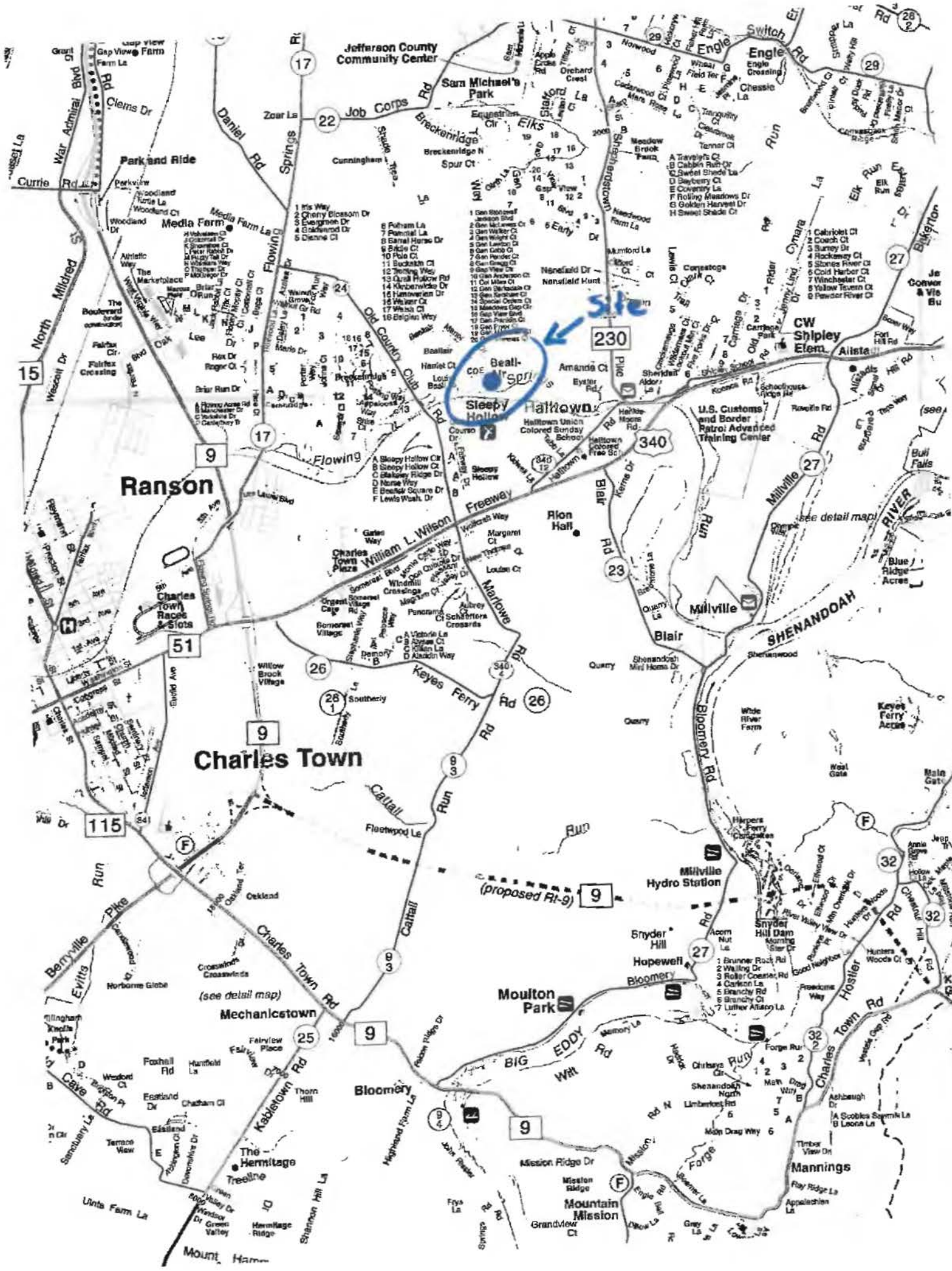
Cost of Work Remaining $ Ø.00 + Contingency Amount $ Ø.00

= Approved for Revised Bond Amount $ Ø 00

Reviewed By: Will Smith Title: L.D.I

Signature: WSmith Date: 09 / 26 / 2023

Q:\Engineering\ENGINEERING-FORMS\Construction Coordination and Inspection\Land Development Inspection Forms\05-B BOND REDUCTION-RELEASE REVIEW REPORT - Land Development Inspector.doc


Site
Ranson
Charles Town
Halltown
Sleepy Hollow
Millville
Blair
Rion Hall
Mechanicstown
Bloomery
Moulton Park
Hopewell
Snyder Hill
Millville Hydro Station
(proposed Rt-9)
Mannings
Mountain Mission
Jefferson County Community Center
Sam Michael's Park
Park and Ride
Media Farm
Charles Town Races & Slots
Charles Town Plaza
Somerset Village
Willow Brook Village
Brookeridge
Old Country Club Rd
Flowing Springs Rd
Daniel Rd
Job Corps Rd
Breckenridge
Elks
Shepherdstown Pike
Engle
Switch Rd
Millville Rd
Blair Rd
Halltown Rd
Keyes Ferry Rd
Marlowe Rd
Bloomery Rd
Charles Town Rd
Kabletown Rd
Caves Rd
Berryville Pike
Evitts Run
Cattail Run
Big Eddy Rd
Hostler Rd
Mission Rd
Engle Rd
Mildred St
War Admiral Blvd
Clems Dr
Currie Rd
Zoar La
Media Farm La
Athletic Way
Woodland Dr
Briar Run Dr
Fairfax Crossing
Fairfax Blvd
Weszoil Dr
Lee Dr
Oak Dr
Rex Dr
Roger Ct
Porter Way
Jefferson Blvd
Lawrence Lucas Blvd
William L. Wilson Freeway
Flowing Springs Rd
Somerset Blvd
Windmill Crossings
Somerset Village Cir
Somerset Village Way
Shepherds Way
Bedford Way
Fairfax Blvd
Fairfax St
Preston St
Mildred St
Gates Way
Margaret Ct
Louden Ct
Aubrey Ct
Schaeffers Crossing
Panorama Ct
Quarry
Shenandoah Mini Homes Dr
Shenandoah
Shenandoah Heights
Wide River Farm
Keyes Ferry Acres
Blue Ridge Acres
Main Gate
West Gate
Harpers Ferry Campsites
Jefferson Orchards
Apple Cross Rd
Orchard Crest
Tiffany Ln
Norwood
Cedarwood Manor
Wheat Field Ter
Chessie La
Tranquility Ct
Tanner Ct
Meadow Brook Farm
Needwood Farm La
Nonesfield Dr
Nonsfield Hunt
Mumford La
Lewis Ct
Carriage Park
Carriage Dr
Old Carriage Rd
Jennie Lind Dr
Omara La
Elk Run Dr
Elk Run
Bulkington
CW Shipley Elem.
Fort Hill Rd
Allstadt
Hill Rd
Rowells Rd
Aldor La
Sheridan
Eyster Rd
Amanda Ct
Pike
Halltown Union Colored Sunday School
Halltown Colored Free School
Halltown Manor Rd
U.S. Customs and Border Patrol Advanced Training Center
Kerns Dr
Bull Falls
see detail map
Quarry Ln
Millville Hydro Station
Snyder Hill Dam
Acorn Nut La
Morning Star Dr
Brunner Rock Rd
Walling Dr
Roller Coaster Rd
Carleton La
Branchy Rd
Branchy Ct
Luther Allison La
Good Neighbor
Freedoms Way
Bloomery
Hunters Woods Dr
Chestnut Hill Rd
Key Gap
Forge Run
Chelsys Dr
Shenandoah North
Limberlost Rd
Main Drag Way
Timber View Dr
Ashbaugh Dr
Scobies Sawmill Ln
Laona Ln
Mission Ridge Dr
Mission Ridge
Ray Ridge Ln
Appalachian Ln
Grandview Ct
Fry's La
Shannon Hill Ln
Uinta Farm La
Mount Hamp
Hermitage Ridge
Green Valley
Windsor Dr
Treeline
The Hermitage
Thorn Hill
Fairview Place
Foxhall Rd
Huntfield La
Westford Ct
Eastland Dr
Chatham Ct
Eastland
Terrace View
Sanctuary La
Abingdon Ct
Dorsetshire Dr
Buckton Pl
Norborne Glebe
Crosswinds
Oakland
Oakland Ter
Jefferson Orchards
Cattail Run
Fleetwood Ln
Southerly
Willow Brook Village
Berry Ln
Aubrey Ct
Schaeffers Crossing
Panorama Ct
Aladdin Way
Victoria La
Rowan Ct
Killian La
Shepherdstown
Cunningham Ln
Spur Ct
Breckenridge N
Equestrian Cir
Stafford La
Apple Cross Rd
Tiffany Ln
Orchard Crest
Norwood
Cedarwood Manor
Wheat Field Ter
Chessie La
Tranquility Ct
Tanner Ct
Meadow Brook Farm
Needwood Farm La
Nonesfield Dr
Nonsfield Hunt
Mumford La
Lewis Ct
Carriage Park
Carriage Dr
Old Carriage Rd
Jennie Lind Dr
Omara La
Elk Run Dr
Elk Run
Bulkington
CW Shipley Elem.
Fort Hill Rd
Allstadt
Hill Rd
Rowells Rd
Aldor La
Sheridan
Eyster Rd
Amanda Ct
Pike
Halltown Union Colored Sunday School
Halltown Colored Free School
Halltown Manor Rd
U.S. Customs and Border Patrol Advanced Training Center
Kerns Dr
Bull Falls
see detail map
Quarry Ln
Millville Hydro Station
Snyder Hill Dam
Acorn Nut La
Morning Star Dr
Brunner Rock Rd
Walling Dr
Roller Coaster Rd
Carleton La
Branchy Rd
Branchy Ct
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Freedoms Way
Bloomery
Hunters Woods Dr
Chestnut Hill Rd
Key Gap
Forge Run
Chelsys Dr
Shenandoah North
Limberlost Rd
Main Drag Way
Timber View Dr
Ashbaugh Dr
Scobies Sawmill Ln
Laona Ln
Mission Ridge Dr
Mission Ridge
Ray Ridge Ln
Appalachian Ln
Grandview Ct
Fry's La
Shannon Hill Ln
Uinta Farm La
Mount Hamp
Hermitage Ridge
Green Valley
Windsor Dr
Treeline
The Hermitage
Thorn Hill
Fairview Place
Foxhall Rd
Huntfield La
Westford Ct
Eastland Dr
Chatham Ct
Eastland
Terrace View
Sanctuary La
Abingdon Ct
Dorsetshire Dr
Buckton Pl
Norborne Glebe
Crosswinds
Oakland
Oakland Ter
Jefferson Orchards
Cattail Run
Fleetwood Ln
Southerly
Willow Brook Village
Berry Ln
Aubrey Ct
Schaeffers Crossing
Panorama Ct
Aladdin Way
Victoria La
Rowan Ct
Killian La
Shepherdstown
Cunningham Ln
Spur Ct
Breckenridge N
Equestrian Cir
Stafford La
Apple Cross Rd
Tiffany Ln
Orchard Crest

JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Organization: Engineering, Planning & Zoning

Commission Meeting Date: 10/5/2023

Special Meeting Date (if necessary):

Subject (*wording to be placed on agenda*):

Complete release of Letter of Credit #281 for Bank of Charles Town - Old Route 340 Business Center (File #S05-09)

Please provide a description of your request or presentation, including any background information:

Complete release of Letter of Credit #281 with the Bank of Charles Town, Charles Town, WV for the Bank of Charles Town - Old Route 340 Business Center (File #S05-09)

Type of Request: (Funding/Hiring):

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Recommended Motion (*type out wording of the motion you would like the Commission to approve*):

I authorize a complete release of Letter of Credit #281 with the Bank of Charles Town, Charles Town, WV in the amount of $140,199.00 for the Bank of Charles Town - Old Route 340 Business Center (File #S05-09)

Attach supporting documents for request, or request may be denied.
If not attached, explain:

Is equipment needed? ☐ Projector ☐ Internet/Wi Fi: ☐ Conference/Video ☑ No

Contact Information: Phone Number: 304-728-3257
Email Address: engineering@jeffersoncountywv.org

JEFFERSON COUNTY COMMISSION

124 East Washington Street, P.O. Box 250, Charles Town, WV 25414
Phone: (304) 728-3284 **Fax**: (304) 725-7916
Web: www.jeffersoncountywv.org

PRESIDENT
Steve Stolipher

VICE PRESIDENT
Vacant

COMMISSIONER
Tricia Jackson

COMMISSIONER
Jennifer Krouse

COMMISSIONER
Jane Tabb

October 5, 2023

Mr. Steven Shaffer, Vice President
Cash Management Officer
Bank of Charles Town
P. O. Box 906
Charles Town, West Virginia 25414

RE: Irrevocable Letter of Credit #281 dated July 15, 2015, Construction Bond Surety for the Bank of Charles Town - Old Route 340 Business Center (File #S05-09).

Dear Mr. Shaffer:

The Jefferson County Commission authorizes a complete release of the remaining $140,199.00 from the construction bond for the Bank of Charles Town - Old Route 340 Business Center (File #S05-09). This project is located on the north side of Route 340 approximately 150 feet west of its intersection with Halltown Road-Route 340/12. The work appears to be 100% complete.

In summary, you are hereby authorized to fully release the $140,199.00 above referenced Irrevocable Letter of Credit, originally issued in amount of $571,516.65. Please contact the Jefferson County Department of Engineering, Planning & Zoning - Office of Engineering at (304) 728-3257 if you have any questions.

Sincerely,

Steve Stolipher, President
Jefferson County Commission

cc: Department of Engineering, Planning & Zoning
Office of Engineering

County Administrator
Makayla Zoufrilli

Deputy County Administrator
Cindy Reemer

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
116 East Washington Street, P.O. Box 716
Charles Town, West Virginia 25414

Email: engineering@jeffersoncountywv.org
Phone: 304-728-3257
Fax: 304-728-3953

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 09 / 27 / 2023 J.C.P.C. File No. SDS - 09

Consultant/Engineer/Firm Name: William H. Gordon Associates, INC

Mailing Address: 301 North Mildred St. Suite 1

City: Charles Town State: WV Zip: 25414

Contact Person: Chris Nordby Phone.

Project/Subdivision Name: Old Rte 340 Business Center

Section/Phase: Complete Site. Lots:

Review Comments:

X The bond release/reduction is Approved as Submitted. ____ The bond release/reduction request is Denied.

____ Add items/revise as shown per our comments on your attached bond release/reduction form & resubmit reduction/release request to our office for review and approval.

____ Some site work has progressed beyond the required "milestone" site inspections that are to be performed by our office. As a result, you will need to schedule the inspections with our Land Development Inspector, and/or provid the certifications noted on the attached "Third-Party Certifications" checklist. Please collect all the required third-party certifications and submit them all at one time along with a copy of this report and the checklist.

____ Bonding Policy & Unit Cost Figures attached for your use.

Comments:

Approved for:
Bond Release
By _____ 09-27-23
County Engineer Date

Original Bond Amt. $ 496,971.00 + 15% Cont. $ 74,545.65 = Total Original Bond Amt. $ 571,516.65

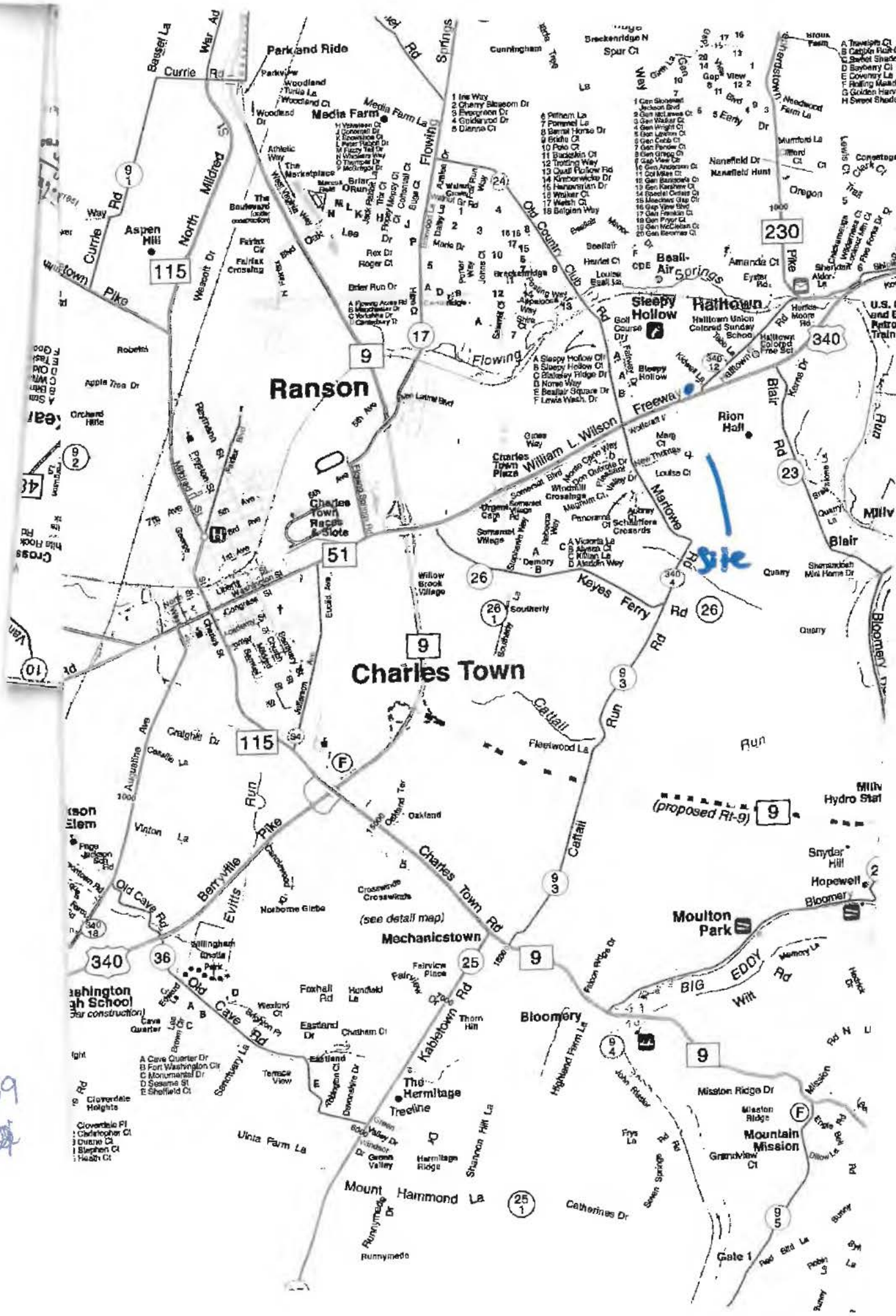
Total Current Bond Amount $ 140,199.00

Cost of Work Remaining $ ____,____,Ø.00 + Contingency Amount $ ____,____,Ø.00

= Approved for Revised Bond Amount $ ____,____,Ø 00

Reviewed By: Will Smith Title: L.D.I

Signature: _____ Date: 09 / 27 / 2023


Ranson
Charles Town
Park and Ride
Media Farm
Aspen Hill
Ranson Square
Charles Town Plaza
Charles Town Races & Slots
Sleepy Hollow
Halltown
Rion Hall
Blair
Mechanicstown
Bloomery
Moulton Park
Mountain Mission
The Hermitage
Mount Hammond La
Currie Rd
North Mildred St
Flowing Springs Rd
Old Country Club Rd
William L. Wilson Freeway
Keyes Ferry Rd
Charles Town Rd
Old Cave Rd
Berryville Pike
Kabletown Rd
Big Eddy Rd
Cattail Run
(proposed Rt-9)
(see detail map)
Site
115
340
230
51
26
25
23
17
24
36
9

505-09

AGENDA REQUEST FORM

www.jeffersoncountywv.org

Name: Roger Goodwin
Department or Organization: Engineering
Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: October 19, 2023
If a specific date is needed, please provide reason for specific date: Click here to enter text.
Date Requested – 2nd Choice: Click here to enter text.

Subject (*Wording to be placed on agenda*):

1) Complete Construction Bond Release for Lutman Land Development, LLC – Milton's Landing Subdivision, Lots 1-16, Lots 18-50 & SWM Lot 17(File #22-21-SD).
2) Complete Construction Bond Release for River Riders, Inc. - River Riders Snow Tubing Hill (File #22-9-RR).

Please provide the County Commission with a description of your request or presentation, including any background information:

1) Complete release of construction bond security for Lutman Land Development, LLC – Milton's Landing Subdivision, Lot 1-16, Lots 18-50 & SWM Lot 17 (File #22-21-SD) – Letter of Credit #6004215 with CNB Bank, Falling Waters, WV.
2) Complete release of construction bond security for River Riders, Inc. – River Riders Snow Tubing Hill (File #22-9-RR) – Performance Bond No. 107705308 with Travelers Casualty & Surety Company of America, Hartford, CT.

Is this a funding request? Y/NO
If so, how much? $Click here to enter text.

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

1) I authorize a complete release of Letter of Credit #6004215 with CNB Bank in the amount of $1,098,789.00 from the construction bond for Lutman Land Development, LLC – Milton's Landing Subdivision, Lots 1-16, Lots 18-50 & SWM Lot 17 (File #22-21-SD).
2) I authorize a complete release of Performance Bond No. 107705308 with Travelers Casualty & Surety Company of America in the amount of $631,179.00 for River Riders, Inc. – River Riders Snow Tubing Hill (File #22-9-RR).

Attach supporting documents for request, or request may be denied:
Construction Bond Release Letter
Bond Release Request Report
Site Map
Is equipment needed? Projector Y/NO Internet/Wi Fi Y/NO Telephone for conference call Y/NO
Contact information:
Email address: engineering@jeffersoncountywv.org Phone Number: 304-728-3257

JEFFERSON COUNTY COMMISSION

124 East Washington Street, P.O. Box 250, Charles Town, WV 25414
Phone: (304) 728-3284 **Fax:** (304) 725-7916
Web: www.jeffersoncountywv.org

PRESIDENT
Steve Stolipher

VICE PRESIDENT
Vacant

COMMISSIONER
Tricia Jackson

COMMISSIONER
Jennifer Krouse

COMMISSIONER
Jane Tabb

October 19, 2023

Mr. Kevin L. Starliper, Senior Vice President/Chief Lending Officer
CNB Bank
1231 TJ Jackson Drive
Falling Waters, West Virginia 25419

RE: Irrevocable Letter of Credit #6004215 dated February 15, 2022, Construction Bond Surety for Lutman Land Development, LLC – Milton's Landing Subdivision, Lots1-16, Lots 18-50 & SWM Lot 17 (File #21-22-SD).

Dear Mr. Starliper:

The Jefferson County Commission authorizes a complete release of the remaining $1,098,789.00 from the construction bond amount for Lutman Land Development, LLC – Milton's Landing Subdivision, Lots 1-16, Lots 18-50 & SWM Lot 17 (File #21-22-SD). This project is located just west of Charles Town on Route 13 Summit Point Road. The work appears to be 100% complete.

In summary, you are hereby authorized to fully release the remaining amount for the above referenced Irrevocable Letter of Credit, originally issued in amount of $2,967,625.00. Please contact the Jefferson County Department of Engineering, Planning & Zoning - Office of Engineering at (304) 728-3257 if you have any questions.

Sincerely,

Steve Stolipher, President
Jefferson County Commission

cc: Mr. Paul J. Raco
P. J. Raco Consulting, LLC
PO Box 548
Charles Town, WV 25414
Department of Engineering, Planning & Zoning
Office of Engineering

County Administrator
Makayla Zonfrilli

Deputy County Administrator
Cindy Rezmer

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
116 East Washington Street, P.O. Box 716
Charles Town, West Virginia 25414

Email: engineering@jeffersoncountywv.org
Phone: 304-728-3257
Fax: 304-728-3953

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 09 / 27 / 2023 J.C.P.C. File No. 21-22-SD

Consultant/Engineer/Firm Name: IFS

Mailing Address: 148 S. QUEEN ST.

City: MARTINSBURG State: WV Zip: 25401

Contact Person: JASON GERMART Phone: 304-725-8456

Project/Subdivision Name: MILTON'S LANDING

Section/Phase: _____ Lots: _____

Review Comments:

X The bond release/reduction is Approved as Submitted. _____ The bond release/reduction request is Denied.

_____ Add items/revise as shown per our comments on your attached bond release/reduction form & resubmit reduction/release request to our office for review and approval.

_____ Some site work has progressed beyond the required "milestone" site inspections that are to be performed by our office. As a result, you will need to schedule the inspections with our Land Development Inspector, and/or provid the certifications noted on the attached "Third-Party Certifications" checklist. Please collect all the required third-party certifications and submit them all at one time along with a copy of this report and the checklist.

_____ Bonding Policy & Unit Cost Figures attached for your use.

Comments: _____

Approved for:
BOND RELEASE
By _____ 10/05/23
County Engineer Date

Original Bond Amt $ 2,580,543 + 15% Cont. $ 387,082 = Total Original Bond Amt. $ 2,967,625

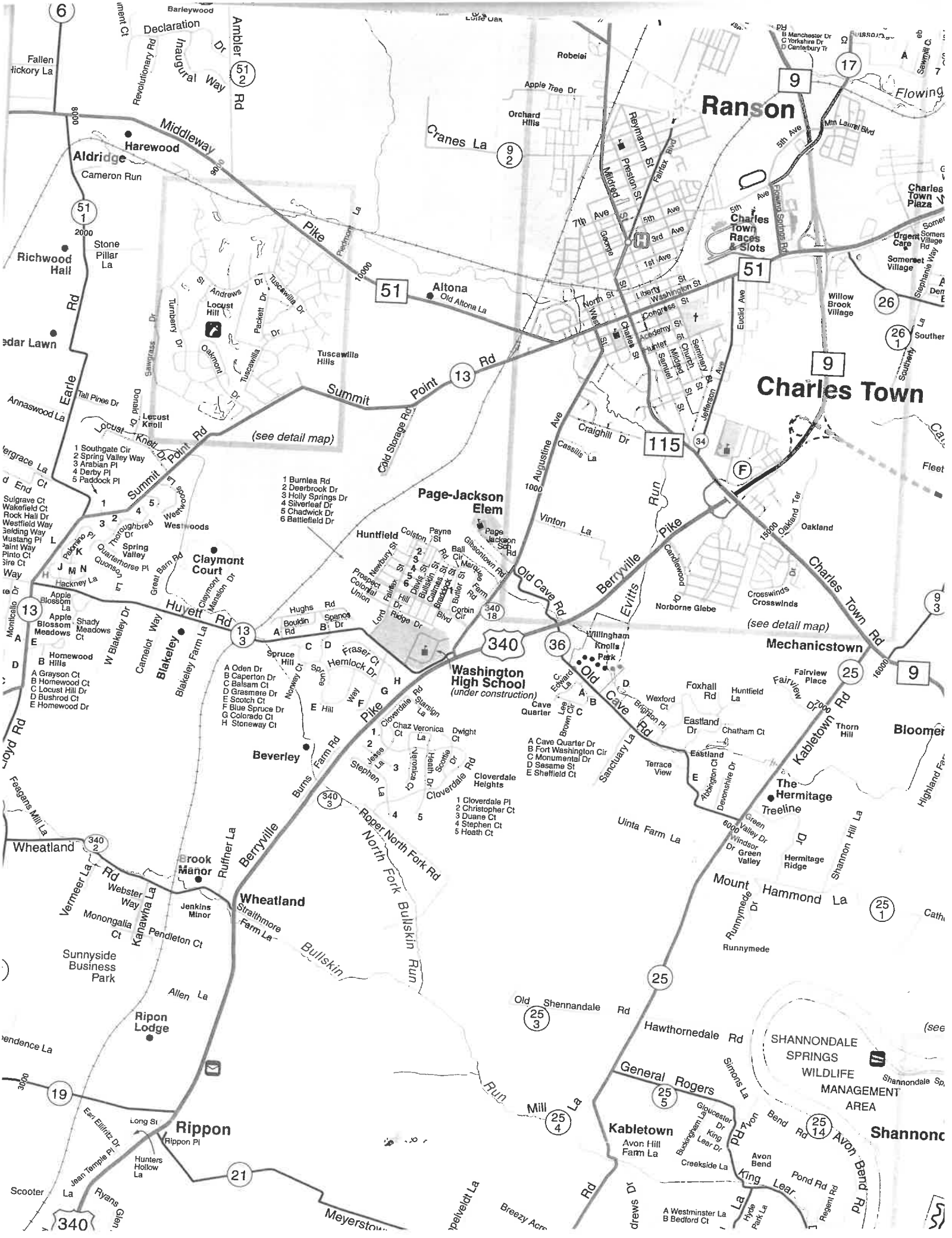
Total Current Bond Amount $ 1,098,789.00

Cost of Work Remaining $,, Ø .00 + Contingency Amount $,, Ø .00

= Approved for Revised Bond Amount $,, Ø .00

Reviewed By: JOSEPH W. KENT Title: LDI.

Signature: _____ Date: 10 / 05 / 2023


Ranson
Charles Town
Harewood
Aldridge
Cameron Run
Middleway Pike
Cranes La
Altona
Old Altona La
Tuscawilla Hills
Summit Point Rd
(see detail map)
Page-Jackson Elem
Huntfield
Claymont Court
Huyett Rd
Blakeley
Washington High School
(under construction)
Old Cave Rd
Berryville Pike
Charles Town Races & Slots
Charles Town Plaza
Willow Brook Village
Somerset Village
Mechanicstown
Beverley
Cloverdale Heights
Wheatland
Brook Manor
Jenkins Minor
Ripon Lodge
Rippon
Kabletown
The Hermitage
Treeline
Mount Hammond La
Runnymede
Hawthornedale Rd
Old Shennandale Rd
Sunnyside Business Park
SHANNONDALE SPRINGS WILDLIFE MANAGEMENT AREA
Shannondale
Bullskin Run
North Fork Bullskin Run
Roper North Fork Rd
Mill Run
Cold Storage Rd
Craighill Dr
Cassils La
Augustine Ave
Vinton La
Evitts Run
Oakland
Crosswinds
Norborne Glebe
Foxhall Rd
Huntfield La
Fairview Place
Fairview Dr
Eastland Dr
Chatham Ct
Thorn Hill
Bloomer
Kabletown Rd
Shannon Hill La
Highland Farms
Uinta Farm La
Hermitage Ridge
Green Valley
Green Valley Dr
Windsor Dr
Devonshire Dr
Abbington Ct
Terrace View
Sanctuary La
Wexford Ct
Brighton Pl
Cave Quarter
Lee Ct
Brown Ct
Edward La
Millingham Knolls Park
Cloverdale Rd
Starsin La
Chaz Ct
Veronica La
Dwight Ct
Heath Dr
Scotia Dr
Jesse La
Stephen La
Burns Farm Rd
Ruffner La
Berryville Pike
Webster Way
Vermeer La
Kanawha La
Monongalia Ct
Pendleton Ct
Straithmore Farm La
Allen La
Feagans Mill La
Lloyd Rd
Camelot Way
W Blakeley Dr
Blakeley Farm La
Claymont Mansion Dr
Great Barn Rd
Hackney La
Spring Valley
Thoroughbred Dr
Quarterhorse Pl
Quonset Ln
Palomino Pl
Westwoods
Westwood Rd
Tall Pines Dr
Annaswood La
Earle Rd
Locust Knoll Dr
Locust Knoll
Stone Pillar La
Richwood Hall
Cedar Lawn
Tuscawilla Dr
Packett Dr
Oakmont Dr
Turnberry Dr
Gatewood Dr
Donald Dr
Piedmont La
Locust Hill
St Andrews Dr
Apple Tree Dr
Orchard Hills
Robelei
Reynmann St
Fairfax Blvd
Preston St
Mildred St
George St
7th Ave
5th Ave
3rd Ave
1st Ave
Liberty St
Washington St
Congress St
Academy St
Hunter St
Samuel St
Mildred St
Church St
Seminary St
Jefferson St
Charles St
North St
West St
Euclid Ave
Mtn Laurel Blvd
Flowing Springs Rd
Somerset Village Rd
Stephanie Way
Southerly La
Fleet
Oakland Ter
Cardlewood Dr
Old Cave Rd
Prospect St
Colonial Union
Newbury St
Fairfax St
Davis St
Bullskin St
Cadmus St
Braddock Blvd
Butler St
Farm Rd
Corbin Cir
Lord Ridge Dr
Hill Dr
Ball Cir
Marquis Dr
Gibsontown Rd
Payne St
Colston St
Page Jackson Sch Rd
Hughs Rd
Bouldin Rd
Spence Dr
Spruce Hill
Hemlock Dr
Fraser Ct
Norway Ct
Spruce Way
Hill Way
Shady Meadows Ct
Apple Blossom La
Apple Blossom Meadows
Homewood Hills
A Grayson Ct
B Homewood Ct
C Locust Hill Dr
D Bushrod Ct
E Homewood Dr
A Oden Dr
B Caperton Dr
C Balsam Ct
D Grasmere Dr
E Scotch Ct
F Blue Spruce Dr
G Colorado Ct
H Stoneway Ct
A Cave Quarter Dr
B Fort Washington Cir
C Monumental Dr
D Sesame St
E Sheffield Ct
1 Cloverdale Pl
2 Christopher Ct
3 Duane Ct
4 Stephen Ct
5 Heath Ct
1 Burnlea Rd
2 Deerbrook Dr
3 Holly Springs Dr
4 Silverleaf Dr
5 Chadwick Dr
6 Battlefield Dr
1 Southgate Cir
2 Spring Valley Way
3 Arabian Pl
4 Derby Pl
5 Paddock Pl
A Westminster La
B Bedford Ct
Creekside La
Avon Hill Farm La
Buckingham La
Gloucester Dr
King Lear Dr
Avon Bend
Avon Bend Rd
Pond Rd
Regent Rd
Hyde Park La
Rippon Pl
Hunters Hollow La
Jean Temple Pl
Ryans Gln
Scooter La
Long St
East Ellifritz Dr
Meyerstown
Breezy Acres
Apelveldt La
Drews Dr
Runnymede Dr
Simons La
Allen La
Ruffner La
Sawmill Cr
Barleywood
Declaration
Revolutionary Rd
Inaugural Way
Ambler Dr
Fallen Hickory La
Rd 51/2
Rd 51/1
Rd 9/2
Rd 13/3
Rd 340/3
Rd 340/2
Rd 340/18
Rd 25/3
Rd 25/4
Rd 25/5
Rd 25/14
Rd 26/1
Rd 9/3
Rd 25/1
Rd 13/1
Rd 13
Rd 340
Rd 51
Rd 9
Rd 115
Rd 26
Rd 25
Rd 19
Rd 21
Rd 17
Rd 34
Rd F
8000
9000
10000
2000
1000
7000
15000
16000

JEFFERSON COUNTY COMMISSION

124 East Washington Street, P.O. Box 250, Charles Town, WV 25414
Phone: (304) 728-3284 **Fax:** (304) 725-7916
Web: www.jeffersoncountywv.org

PRESIDENT
Steve Stolipher

VICE PRESIDENT
Vacant

COMMISSIONER
Tricia Jackson

COMMISSIONER
Jennifer Krouse

COMMISSIONER
Jane Tabb

October 19, 2023

Mr. Edward R. Seward, Attorney-in-Fact
Travelers Casualty & Surety Company of America
P. O. Box 2905
Hartford, CT 06104-2905

RE: Performance Bond No. 107705308 dated September 27, 2022, Construction Bond Surety for River Riders, Inc. – River Riders Snow Tubing Hill (File #22-9-RR).

Dear Mr. Seward:

The Jefferson County Commission authorizes a complete release of the remaining $631,179.00 from the construction bond amount for River Riders, Inc. – River Riders Snow Tubing Hill (File #22-9-RR). This project is located at 210 Allstadts Hill Road. The work appears to be %100 complete.

In summary, you are hereby authorized to fully release the remaining amount for the above referenced Performance Bond No. 107705308 originally issued in the amount of $631,179.00. Please contact the Jefferson County Department of Engineering, Planning & Zoning, the Engineering Office at (304)-728-3257 if you have any questions.

Sincerely,

Steve Stolipher, President
Jefferson County Commission

SS:rfb

cc: Mr. Paul J. Raco
P.J. Raco Consulting, LLC
P. O. Box 548
Charles Town, WV 25414
Department of Engineering, Planning & Zoning

County Administrator
Makayla Zonfrilli

Deputy County Administrator
Cindy Rezmer

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
116 East Washington Street, P.O. Box 716
Charles Town, West Virginia 25414

Email: engineering@jeffersoncountywv.org
Phone: 304-728-3257
Fax: 304-728-3953

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 8 / 15 / 2023 J.C.P.C. File No. 22 - 9-RR

Consultant/Engineer/Firm Name: POTESTA & ASSOCIATES

Mailing Address: 15 S. BRADDOCK ST.

City: WINCHESTER State: VA Zip: 22601

Contact Person: JOE KNECHTEL Phone: 540+450-0180

Project/Subdivision Name: RIVER RIDERS

Section/Phase: SNOW TUBING MILL Lots:

Review Comments:

X The bond release/reduction is Approved as Submitted. ____ The bond release/reduction request is Denied.

____ Add items/revise as shown per our comments on your attached bond release/reduction form & resubmit reduction/release request to our office for review and approval.

____ Some site work has progressed beyond the required "milestone" site inspections that are to be performed by our office. As a result, you will need to schedule the inspections with our Land Development Inspector, and/or provid the certifications noted on the attached "Third-Party Certifications" checklist. Please collect all the required third-party certifications and submit them all at one time along with a copy of this report and the checklist.

____ Bonding Policy & Unit Cost Figures attached for your use.

Comments: SITE IS NO LONGER IN VIOLATION.
PERMIT OBTAINED FOR CONTAINERS.

Approved for:
BOND RELEASE
By _____ 10/05/23
County Engineer Date

Original Bond Amt. $ 548,851 + 15% Cont. $ 82,328 = Total Original Bond Amt. $ 631,179

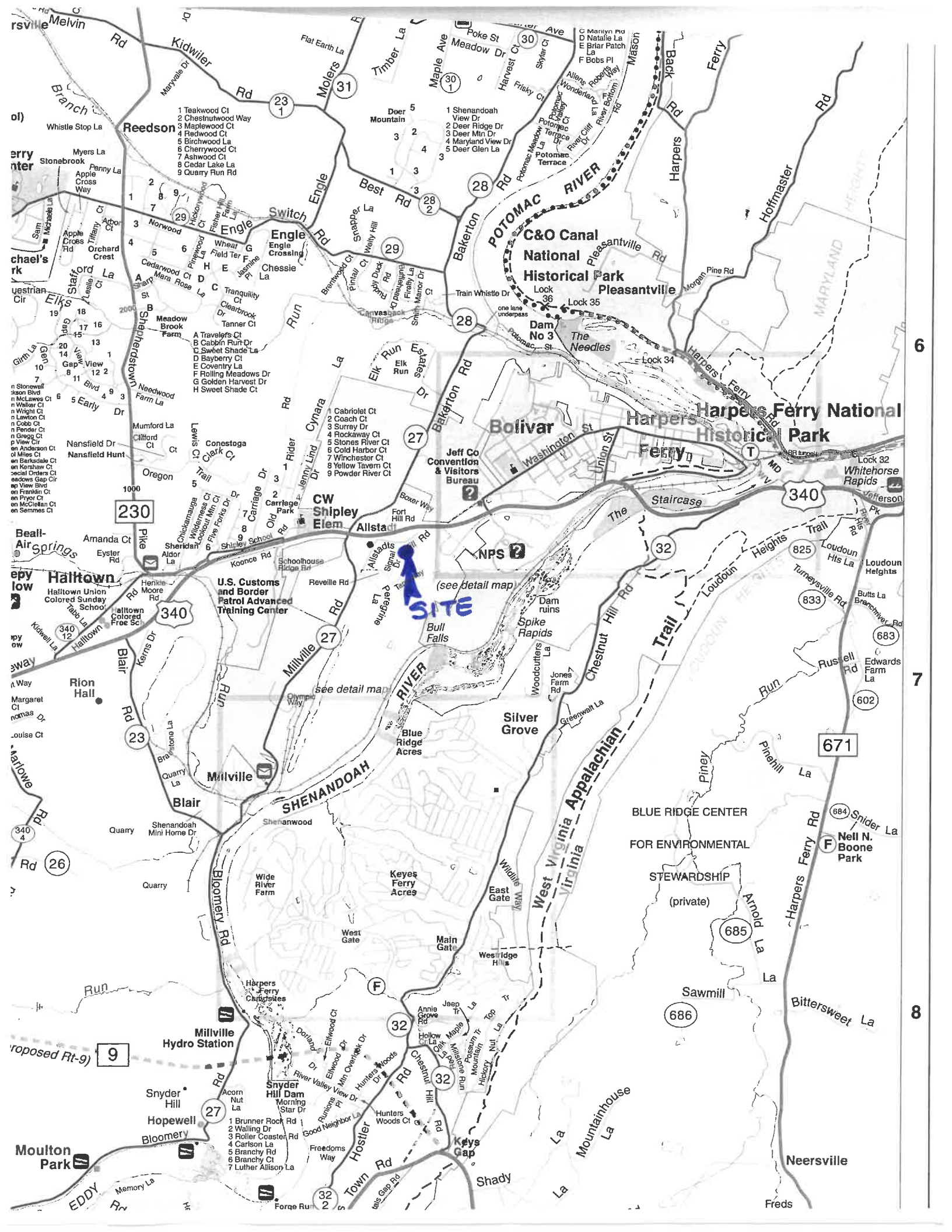
Total Current Bond Amount $ 631,179.00

Cost of Work Remaining $ _____.00 + Contingency Amount $ _____.00

= Approved for Revised Bond Amount $ _____.00

Reviewed By: JOSEPH W. KENT RLA Title: LDI.

Signature: _____ Date: 10 / 05 / 2023


SITE
see detail map
(see detail map)
POTOMAC RIVER
C&O Canal National Historical Park
Harpers Ferry National Historical Park
Pleasantville
Bolivar
Harpers Ferry
Halltown
Millville
Blair
Reedson
Rion Hall
Hopewell
Moulton Park
Snyder Hill
Keys Gap
Neersville
Mountainhouse
Silver Grove
Blue Ridge Acres
Keyes Ferry Acres
Wide River Farm
Millville Hydro Station
Snyder Hill Dam
Dam No 3
The Needles
Lock 36
Lock 35
Lock 34
Lock 32
Whitehorse Rapids
Bull Falls
Spike Rapids
Dam ruins
Jeff Co Convention & Visitors Bureau
NPS
U.S. Customs and Border Patrol Advanced Training Center
CW Shipley Elem
Halltown Union Colored Sunday School
Halltown Colored Free Sch
BLUE RIDGE CENTER FOR ENVIRONMENTAL STEWARDSHIP (private)
Nell N. Boone Park
Loudoun Heights
Chestnut Hill Rd
Bakerton Rd
Harpers Ferry Rd
Shepherdstown Pike
Kidwiller Rd
Engle
Switch
Best Rd
Millville Rd
Bloomery Rd
Hostler
Town Rd
Mountainhouse La
Sawmill
Bittersweet La
Arnold La
Piney Run
Elk Run
Allstadt
Fort Hill Rd
Shenandoah
Appalachian Trail
West Virginia
Virginia
Staircase
Loudoun Heights Trail
Turneysville Rd
Russell Rd
Pleasantville Rd
Washington St
Union St
Ferry
Back Ferry Rd
Hoffmaster
Morgan Pine Rd
Train Whistle Dr
one lane underpass
Canvasback Ridge
Deer Mountain
Meadow Dr
Poke St
Maple Ave
Timber La
Flat Earth La
Molers
Harvest Ct
Frisky Ct
Potomac Terrace
Potomac Meadow La
Potomac Valley Ct
River Cliff Dr
River Bottom Rd
Mason
Aliens Wonderland Way
Roberts Way
Whistle Stop La
Myers La
Stonebrook
Penny La
Apple Cross Way
Apple Cross Rd
Orchard Crest
Tiffany Ct
Arbor Ct
Norwood
Hickorywood
Fisher Hill Farm La
Wheat Field Ter
Jasmine Pl
Chessie La
Engle Crossing
Snapper La
Welty Hill
Brentwood Ct
Pintail Ct
Lady Duck Rd
Turnbread Dr
Firefly La
Smith Manor Dr
Cedarwood Ct
Pinewood La
Sharp Mara Rose La
Tranquility Ct
Clearbrook Dr
Tanner Ct
Meadow Brook Farm
Needwood Farm La
Early Dr
Stafford La
Elks Run
Girth La
Gap View
Nansfield Dr
Nansfield Hunt
Mumford La
Clifford Ct
Conestoga Ct
Clark Ct
Lewis Ct
Oregon Trail
Carriage Dr
Carriage Park
Old Shipley School Rd
Jenny Lind Dr
Rider Rd
Cynara La
Elk Run Estates Dr
Boxer Way
Chickamauga Ct
Wildermess Ct
Loudoun Mtn Ct
Five Forks Dr
Sheridan
Aldor La
Amanda Ct
Eyster Rd
Beall-Air Springs
Koonce Rd
Schoolhouse Ridge Rd
Reveille Rd
Allstadts Signal Dr
Telegraphine La
Henkle Moore Rd
Halltown
Kidwell La
Tabb La
Kerns Dr
Blair Rd
Quarry La
Brantone La
Shenandoah Mini Home Dr
Quarry
Olympic Way
Woodcutters La
Jones Farm Rd
Greenwalt La
Wildlife Way
East Gate
West Gate
Main Gate
Westridge Hills
Harpers Ferry Campsites
Annie Grove Rd
Jeep Tr
Top Tr
Hollow La
Oak Leaf Ct
Maple Tr
Possum Tr
Hickory Nut La
Millstone Run
Dorland Dr
Elfwood Ct
Elfwood Dr
River Valley View Dr
Hunters Woods Dr
Hunters Woods Ct
Runions Pl
Good Neighbor La
Acorn Nut La
Morning Star Dr
Freedoms Way
Memory La
Eddy Rd
Forge Run
Shady La
Freds
Loudoun Hts La
Butts La
Edwards Farm La
Pinehill La
Snider La
Harpers Ferry Rd
Pk Rd
Lock 32
Whitehorse Rapids
Jefferson Pk
MD
VA
MARYLAND
HEIGHTS
LOUDOUN HEIGHTS
1 Teakwood Ct
2 Chestnutwood Way
3 Maplewood Ct
4 Redwood Ct
5 Birchwood La
6 Cherrywood Ct
7 Ashwood Ct
8 Cedar Lake La
9 Quarry Run Rd
1 Shenandoah View Dr
2 Deer Ridge Dr
3 Deer Mtn Dr
4 Maryland View Dr
5 Deer Glen La
C Marilyn Rd
D Natalie La
E Briar Patch La
F Bobs Pl
A Travelers Ct
B Cabbin Run Dr
C Sweet Shade La
D Bayberry Ct
E Coventry La
F Rolling Meadows Dr
G Golden Harvest Dr
H Sweet Shade Ct
1 Cabriolet Ct
2 Coach Ct
3 Surrey Dr
4 Rockaway Ct
5 Stones River Ct
6 Cold Harbor Ct
7 Winchester Ct
8 Yellow Tavern Ct
9 Powder River Ct
1 Brunner Rock Rd
2 Walling Dr
3 Roller Coaster Rd
4 Carlson La
5 Branchy Rd
6 Branchy Ct
7 Luther Allison La
(proposed Rt-9)
230
340
23
26
27
28
29
31
32
683
684
685
686
671
602
825
833
6
7
8

AGENDA REQUEST FORM

www.jeffersoncountywv.org

Name: **Roger Goodwin, Chief County Engineer**

Department or Organization: **Department of Engineering, Planning & Zoning**

Estimation of amount of time needed for appointment: **10 minutes**

Date Requested – 1st Choice: **November 2, 2023**
Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Approval of West Virginia Department of Economic Development & Jefferson County Commission - Agreement/Contract Extension #2 for the Hill Top House Hotel Tourism Development District (TDD) project services.**

Please provide the County Commission with a description of your request or presentation, including any background information:

The Hilltop House Hotel project is located in the municipality of Harpers Ferry. It is a $140 million dollar tourism/economic development project. It appears that the developer will be submitting site plans and building permit applications by the end of December, 2023, for review and permitting purposes.

This project was removed from the purview of Town of Harpers Ferry officials, by the State of West Virginia, and oversight assigned to the West Virginia Department of Economic Development (WVDED). The WVDED decided that Jefferson County's land development regulations and building code shall apply to this project. The WVDED contracted with the Jefferson County Commission to have the Department of Engineering, Planning & Zoning staff do all plan review, site plan inspections, building plans review and building code inspections, etc.

The agreement between the West Virginia Department of Economic Development (WVDED) and the Jefferson County Commission expired on September 29, 2023. Therefore, the WVDED wants to extend the Agreement/Contract via Change Order #2. The contract amount is One-Hundred Thousand Dollars ($100,000).

Change Order #2 and all prior contract documents are attached. In the past, the County Commission authorized the County Administrator to sign the contract documents on their behalf.

Is this a funding request? **No** If so, how much?

Motion Requested: **Yes**

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

Move to approve ACT DEV2200000001 Change Order #2 Contract Renewal Jefferson County Hilltop House Project, dated October 10, 2023, between the West Virginia Department of Economic Development and the Jefferson County Commission, and extending the contract from September 30, 2023 through September 29, 2024; and authorizing the County Administrator to sign the change order on behalf of the Jefferson County Commission.

Attach supporting documents for request, or request may be denied. **See attached Agreement Change Order #2 and prior contract documents.**

If not attached, explain:

Is equipment needed? Projector Y/N **No** Internet/Wi Fi Y/N **No** Telephone for conference call Y/N **No**

Contact information:
Email address: engineering@jeffersoncountywv.org Phone Number: 304-728-3257

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

AGENDA REQUEST FORM

www.jeffersoncountywv.org

Name: **Jeffrey Polczynski, Director of Communications**

Department or Organization: **Emergency Communications Center – Dept 712**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **October 5, 2023**
If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Motorola Solutions - Maintenance and Lifecycle Services Contract – Radio System SUA**

Please provide the County Commission with a description of your request or presentation, including any background information:

Each year Jefferson County is billed for annual maintenance and lifecycle services for maintenance of the Emergency Communications Center radio console infrastructure (routers, switches, consoles, consolettes, clients). Beginning this lifecycle period, the State of West Virginia is now requiring those Counties with "Direct-Connect" consoles, which Jefferson is one of those counties, to have System Upgrade Agreements (SUA's) with Motorola Solution to continue the maintenance and upgrade services for which the State had paid for in the past. Along with the SUA, also in the contract is the continuing annual maintenance services agreement that Jefferson has had with Motorola since 2008.

Motorola has provided this same term of contract to all Counties in West Virginia with Direct-Connect console equipment. The "*Pricing and Annual Payment Schedule*" on page 110 of the contract breaks down the specific prices for both the SUA and Service Maintenance for each year and locks in these prices for the next six years. These costs will be billed annually to the PSAP and this six year pricing scheme allows the Counties to easily budget for the annual maintenance and upgrade services.

A brief summary presentation of the maintenance and SUA along with presentation of Exhibit C will be provided to the Commission.

Is this a funding request? **Y**/N
If so, how much? $**625,581.73**
Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

"Motion to approve the contract with Motorola Solutions for the maintenance and lifecycle services and SUA of our radio communications console infrastructure, for a six year term at the set prices per Exhibit C of the contract, for the overall cost of $625,581.73 to be billed incrementally each year based upon Exhibit C"

Attach supporting documents for request, or request may be denied.
If not attached, explain:

Is equipment needed? Projector Y/N Internet/Wi Fi Y/N. Telephone for conference call Y/N

Contact information: **Jeffrey Polczynski**
Email address: jpolczynski@jeffersoncountywv.org Phone Number: 304-728-3317

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

Jefferson County
Emergency Communications Center
28 Industrial Boulevard, Suite 100, Kearneysville, WV 25430

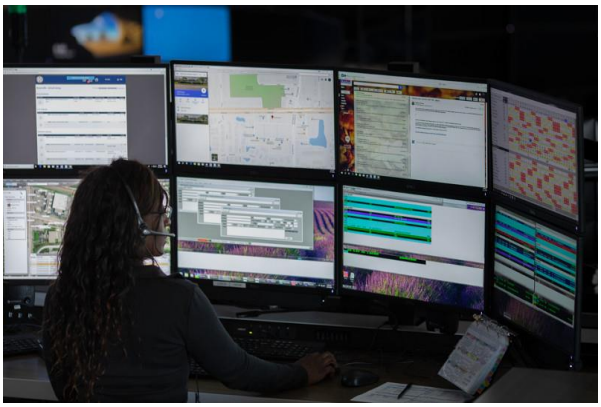
Jefferson County Radio System Life Cycle Services / SUA

SUMMARY

This presentation chronicles the Emergency Communications Center radio system console equipment maintenance and lifecycle services as well as the SIRN system upgrade agreement between Jefferson County and Motorola Solutions, Inc.

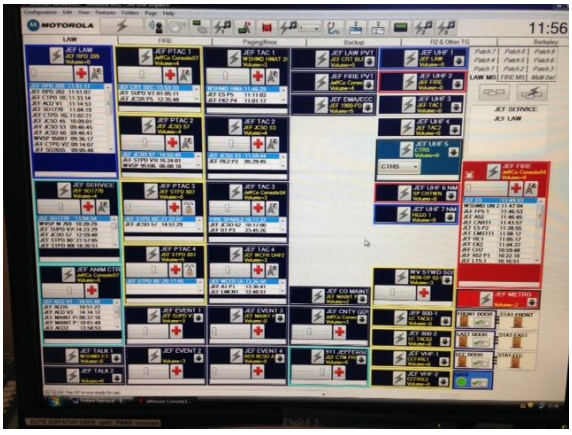
At the end of the presentation, the Motorola Solutions Maintenance Support and Lifecycle Management Purchase Agreement will be presented to the Commission for approval and ratification.

BACKGROUND



Since 2008 Jefferson County has operated on the West Virginia Statewide Interoperable Radio Network (SIRN). This is the public safety grade radios system used by all first responders and ancillary agencies. Jefferson County is considered "mission critical" users of the system.

The Emergency Communications Center has radio console system and infrastructure equipment that is directly connected into the SIRN giving public safety dispatchers access to the statewide radio system from their operators position. This infrastructure has been in place since inception (2008) and has been maintained by Motorola through yearly service maintenance agreements. This service maintenance includes onsite infrastructure response with dispatch, system preventative maintenance and infrastructure repair with advanced exchange – all at four hour response (critical infrastructure).



For the past 15 years, the State of West Virginia bore the cost of "upgrading" the entire system including all infrastructure equipment throughout the state. This included actually upgrading and replacing equipment such as routers, switches, recorders, servers and console PC's at 9-1-1 centers that has direct-connect consoles into the system – including Jefferson County ECC. Since 2008, the system has gone through three significant upgrades and replacement cycles all at no cost to Jefferson County.



In 2022, the State of West Virginia informed agencies that new policy was developed that now requires agencies having direct-connect consoles to the SIRN must now maintain a System Upgrade Agreement (SUA) with Motorola Solutions. The State of West Virginia was understandably no longer going to pick up the tab for upgrade costs to 9-1-1 centers.

Motorola has presented a multi-year contract to Jefferson County for Maintenance and Lifecycle Services, consistent with the WV SIRN policy for Direct Connect Dispatch Console 9-1-1 centers to protect, maintain and preserve our public safety system and equipment investment.

The agreement is a six-year (6 year) agreement from 10/1/2023 and ending 9/30/2029 and has fixed the costs for all six years. The lifecycle service and support will be billed annually and fixes the costs based upon the annual schedule shown below

Multi-Year Pricing: (Multi-year contract is required)

Contract term Start:	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027	10/1/2028
Contract Term End:	9/30/2024	9/30/2025	9/30/2026	9/30/2027	9/30/2028	9/30/2029
SERVICES	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
WV SIRN Required Services:						
* Remote Technical Support	$ 1,143.44	$ 1,177.74	$ 1,213.08	$ 1,249.47	$ 1,286.95	$ 1,325.56
* Security Monitoring/MDR	$ 10,200.00	$ 10,506.00	$ 10,821.18	$ 11,145.82	$ 11,480.19	$ 11,824.60
* Security Update Service	$ 13,645.30	$ 14,054.65	$ 14,476.29	$ 14,910.58	$ 15,357.90	$ 15,818.64
* RSUS	$ 2,520.22	$ 2,595.82	$ 2,673.70	$ 2,753.91	$ 2,836.53	$ 2,921.62
* SUA II Lifecycle	$ 27,624.55	$ 27,689.20	$ 27,755.79	$ 27,824.38	$ 27,895.02	$ 27,967.79
ANNUAL TOTALS FOR SIRN REQUIRED	**$ 55,133.51**	**$ 56,023.41**	**$ 56,940.04**	**$ 57,884.16**	**$ 58,856.59**	**$ 59,858.21**
Current Purchased Services (USC000005783)						
* Onsite Infrastructure Response	$ 20,863.41	$ 21,489.31	$ 22,133.99	$ 22,798.01	$ 23,481.95	$ 24,186.41
* Annual Preventative Maintenance	$ 4,041.01	$ 4,162.24	$ 4,287.11	$ 4,415.73	$ 4,548.20	$ 4,684.64
* Infrastructure Repair w Adv. Exch.	$ 18,519.82	$ 19,075.42	$ 19,647.68	$ 20,237.11	$ 20,844.22	$ 21,469.55
ANNUAL TOTALS FOR OPTIONAL	**$ 43,424.24**	**$ 44,726.97**	**$ 46,068.78**	**$ 47,450.85**	**$ 48,874.37**	**$ 50,340.60**
TOTAL PACKAGE - Annual Pricing	**$ 98,557.75**	**$ 100,750.38**	**$ 103,008.82**	**$ 105,335.01**	**$ 107,730.96**	**$ 110,198.81**

TOTAL CONTRACT VALUE - TO BE INVOICED ANNUALLY PER SCHEDULE	**$ 625,581.73**

The SIRN requires SUA II lifecycle coverage. If the County does not have this SUA in place, the 9-1-1 center WILL NOT be upgraded and therefore, will no longer be able to utilize any equipment in order to communicate with the public safety responders.

The County has traditionally purchased infrastructure response, repair and annual preventative maintenance (SMA) each of the years since 2008. Combined in the multi-year contract, the SUA value of $55,133.51 and SMA of $43,424.24 for year one will cost $98,557.75.

Each additional year for service maintenance of the radio system will be billed annually per the schedule.

Jefferson County does not have the option to forego SUA or SMA for critical infrastructure radio system equipment. The County Commission must recognize that in order for Jefferson dispatchers to communicate with the response agencies, that this critical infrastructure is required 24/7/365.

Staff recommends that the County Commission ratify the contract with Motorola Solutions for SUA and Lifecycle service maintenance.

Motorola Solutions, Inc.
500 W. Monroe Street, Ste 4400
Chicago, IL 60661-3781

June 20, 2023

JEFFERSON COUNTY COMMISSION
28 Industrial Blvd, Ste 100
Kearneysville, WV 25430

Motorola is pleased to provide the following multi-year contract to Jefferson County for Maintenance and Lifecycle Services, consistent with the WV SIRN policy for Direct Connect Dispatch Console 911 centers to protect, maintain and preserve your investment in public safety services and equipment.

This quotation is valid until August 31, 2023, and is subject to the enclosed Maintenance Support and Lifecycle Management Purchase Agreement ("MSLMPA"). To accept this quote, Jefferson County may sign the MSLMPA by an authorized signatory. *(See Table of Contents - page 3 for where your signature is required.)*

Per the WV SIRN Policy, the following services are required for direct-connect Dispatch Centers to the WV SIRN system. These services are coordinated and aligned with the WV SIRN timetables.

1. Remote Technical Support Service
2. Managed Detection and Response For ASTRO Systems (MDR) (new Network Security Monitoring)
3. Security Update Services (SUS)
4. Remote Delivery of SUS (RSUS)
5. SUAII

The following additional Maintenance services are also included, as requested:

1. Onsite Infrastructure Response with Dispatch - Dispatch Center
2. System Preventative Maintenance - Level 1 - Dispatch Center
3. Infrastructure Repair with Advanced Exchange - Dispatch Center

Motorola would be pleased to address any concerns you might have. Signature on this multi-year agreement will set up annual invoices, based on the schedule within. Contracts must be signed and sent back by 8/31/2023 to ensure continuation of SIRN-required services and lock in multi-year pricing.

Please feel free to contact me with any questions.

Sincerely yours,

MOTOROLA SOLUTIONS, INC.

Cheryl J. Elliott
Sr. Customer Support Manager, West Virginia
443-684-1101

PS. See the WV SIEC Motorola Direct Connect Consoles Policy at
https://sirn.wv.gov/governance/Documents/Motorola%20Direct%20Connect%20Consoles.pdf

MOTOROLA MAINTENANCE/ LIFECYCLE SERVICES

MOTOROLA SOLUTIONS

MOTOROLA MAINTENANCE/ LIFECYCLE SERVICES
Multi-year Agreement Contract

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MOTOROLA SOLUTIONS

SERVICES OFFERINGS for Jefferson County

The following services are required for direct-connect dispatch sites to the WV SIRN System. They are coordinated and aligned with the WV SIRN timetables.

Remote Technical Support Service
Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in-house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.

*Please note that **Motorola Tech Support is via PHONE ONLY if no additional support services are purchased.***

Network Security Monitoring (Service until no later than December 31, 2024)
Motorola Solutions, Inc.'s ("Motorola") Security Monitoring Services includes anti-malware monitoring and authentication log monitoring. There are also options for firewall monitoring, intrusion detection system (IDS) monitoring, and ASTRO system log monitoring.

Motorola's ASTRO Security Monitoring is a complete solution that reduces the risk that your network availability will be impacted by a security threat. The solution includes 24x7x365 monitoring of the radio network security elements by experienced, specialized security technologists with years of experience working with ASTRO mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola engineers for rapid resolution.

Security elements such as anti-virus, firewalls, and Intrusion Detection Systems (IDS) are a good first step, but they are not enough to secure your network. Radio network operators must take additional steps to reduce vulnerabilities to potential attack and protect critical radio network infrastructure. Motorola's ASTRO 25 Security Monitoring is a complete solution that reduces the risk of network availability being impacted by a security threat. Specialized security analysts provide uninterrupted monitoring of the radio network security elements utilizing advanced correlation and visualization tools to detect, characterize, and respond to events that are specifically applicable to government and public safety radio networks. Our security analysts have direct and immediate access to Motorola engineers for rapid resolution. This level of service ensures the operational impact that security events may cause to your network are minimized or elimmated.

As of December 2024, Network Security Monitoring will no longer be available and will be replaced by Managed Detection & Response (MDR). When the system Core is enabled for MDR, your dispatch center will be also transitioned to this new service.

Managed Detection and Response For ASTRO Systems (MDR) (NEW service on or before January 1, 2025)

Managed Detection and Response - Experienced, highly trained and certified security professionals staffed 24/7 at Motorola Solutions' Security Operations Center (SOC) are dedicated to monitoring the secure state of mission-critical systems. Using automation and analytics, our ActiveEye security platform can pinpoint substantiated threats and reduce false positives and omissions. A combination of Log Collection/Analytics and Network Intrusion Detection technology constantly monitors for signs of malicious traffic inside the customer's network. From this, actionable tickets can be assigned, investigated and resolved.

Managed Detection and Response coverage includes both the Radio Network Infrastructure (RNI) and the Customer Enterprise Network (CEN). Motorola Solutions MDR service is also capable of monitoring a wide variety of non-MSI, industry-standard IT infrastructure in the CEN through a rich catalog of service connectors. Managed Detection and Response includes co-managed access to our ActiveEye platform, ensuring that customers have 24/7 visibility and can see what our SOC analysts see. *(This contract covers RNI only. See CSM for more information/pricing for customer CEN coverage.)*

Vulnerability Detection - *OPTIONAL SERVICE COMING IN Q3 2022!* Managed Vulnerability Assessments identify weaknesses in systems before they are exploited. Expert cyber analysts in the Motorola Solutions SOC monitor recurring automated vulnerability scans to identify system weaknesses that need remediation to protect customer systems from cyber threats like ransomware, data breaches and loss of availability. Managed Vulnerability Assessment coverage includes RNIs and the CEN. *(See CSM for pricing.)*

All Motorola Solutions MDR services include access to our ActiveEye security platform, ensuring customers have 24/7 visibility into the security status of their systems.

Security Update Services (SUS)

Commercial security software updates are often designed without RF systems in mind and could cause inadvertent harm to your radio network, disrupting mission-critical communications and putting your first responders and citizens at risk. Motorola Solutions, Inc. (Motorola)'s Security Update Service (SUS) assures that commercial anti-virus definitions, operating system software patches, and Intrusion Detection Sensor signature files are compatible with your ASTRO 25 network and do not interfere with network functionality. Our expert network security technologists analyze, perform testing, and validate the latest security software updates in a dedicated test lab. We also provide continuous monitoring of updates to provide you regular electronic updates upon completion of successful testing.

Remote Delivery of SUS (RSUS) (Requires purchase of SUS)

Motorola's dedicated staff remotely installs the required security updates and operating system patches onto your radio network. Vulnerabilities from third party software are addressed as soon as the validation of recommended patches is completed. Motorola will also provide reports outlining updates made for your team's review and awareness. Patch transfers are transparent to the end user. After the patches are transferred, a report is sent out to inform our customers which machines they will need to reboot the appropriate devices to enable the new patches and antivirus definitions.

System Upgrade Agreement II (SUAII)

As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.

Please note: If the customer chooses not to subscribe to SUS services, all equipment to be included in an upgrade must be up to date with the latest patch versions and antivirus prior to the upgrade lockdown date. If they are not, Motorola will apply the necessary patches at an additional cost to the customer.

The following services are also included (recommended but optional) in the Lifecycle and Maintenance Services years' pricing.

Onsite Infrastructure Response with Dispatch
Motorola's Dispatch OnSite Infrastructure Response & Dispatch service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a certified local service provider.

System Preventative Maintenance - Level 1 (Dispatch Site only)
Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications.

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

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

Maintenance Support and Lifecycle Management Purchase Agreement

Motorola Solutions, Inc. ("Motorola") and The County Commission of Jefferson County ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Maintenance support and Lifecycle Management 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 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	Statements of Work ("SOW")
Exhibit B-1	Lifecycle Management Statement of Work
Exhibit B-2	Maintenance Services Statement of Work
Exhibit C	Payment Schedule
Exhibit D	Equipment List, if applicable

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"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.

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

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

"Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

"Motorola Software" means Software that Motorola or its affiliated company owns.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"Non-Motorola Software" means Software that another party 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 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.

"Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

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

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program (which may include MUA or NUA services).

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

Section 4 SCOPE OF AGREEMENT AND TERM

4.1. SCOPE OF WORK. Motorola will provide the Services described in this Agreement and Exhibit B-1 and B-2.

4.2 TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement is six (6) years, commencing on October 1, 2023.

4.3. 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.

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

4.4. 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.

4.5. 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. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software

source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable

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

4.7. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment to which the Services apply, which will be memorialized as Exhibit D.

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

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

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

Section 5 EXCLUDED SERVICES

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

5.2 Unless specifically included in this 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.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs Service 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 Agreement, the hours of Service will be 8:30 a.m. to 4.30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering its Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

7.1 Customer affirms that execution of this Agreement is the only Notice to Proceed ("NTP") that Motorola will receive for the term of this Agreement and that a purchase order or NTP is not required for contract performance and that sufficient funds have been appropriated in accordance with applicable law. Customer will pay all proper invoices as received from Motorola solely against this Agreement. Upon execution of this Agreement, Customer will provide all necessary reference information to include on invoices for payment per this Agreement.

7.2 CONTRACT PRICE. The Contract Price in U.S. dollars is $ 625,581.73 . Contract Price includes the Equipment, Software and Services provided under this Agreement and as defined in the Exhibits, excluding applicable sales or similar taxes and freight charges. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price.

7.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Invoices will be mailed or emailed to Customer pursuant to Section 7.3.1, Invoicing and Shipping Addresses. 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 Solutions, Inc. is 36-1115800.

7.3.1. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name: Jefferson County Commission c/o Jeffrey A. Polczynski
Address: 28 Industrial Blvd. Suite 100, Kearneysville, WV 25430
Phone: 304-728-3317

E-INVOICE. To receive invoices via email:
Customer Account Number: 1011117472
Customer Accounts Payable Email: jpolczynski@jeffersoncountywv.org
Customer CC(optional) Email:

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: Jefferson County Emergency Communications Center
Address: 28 Industrial Blvd. Suite 100, Kearneysville, WV 25430

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name: same as above
Address:
Phone:

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

7.4 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. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (http://www.bls.gov) immediately preceding the new maintenance year. 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).

7.5 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 the Software will not pass to the Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

Section 8 WARRANTY

8.1. SERVICE WARRANTY. Motorola warrants that is Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, 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.

8.2. EQUIPMENT WARRANTY. Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship for a period of ninety (90) days from the date of shipment.

8.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit B-1.

8.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola 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.

8.5. 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 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. That action will be the full extent of Motorola's liability for the warranty claim. 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.

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

8.7. 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 AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DEFAULT AND TERMINATION

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

9.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, 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.

9.3 If the Customer terminates this Agreement before the end of the 6-year Term, for any reason other than Motorola default, then the Customer will reimburse Motorola for the amount of the multi-year discount realized by the Customer up to the date of termination, not to exceed 3 years. This is not a penalty, but a reconciliation of the price structure.

9.4. Lifecycle Management upgrade payment requirement. The Lifecycle Management service 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.

Section 10 EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 11 CONFIDENTIALITY AND PROPRIETARY RIGHTS

11.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the parties may provide each other with Confidential Information, and will notify the other in writing when any confidential information is provided. Each party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these

precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and not grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by West Virginia Law law and this Agreement.

11.2. 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.

Section 12 INDEMNIFICATION

12.1. 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.

12.2. PATENT AND COPYRIGHT INFRINGEMENT.

12.2.1. 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.

12.2.2. 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.

12.2.3. 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.

12.2.4. This Section 12 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 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 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 twelve (12) months of Services provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, 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 14 FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15 DISPUTES

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

15.1. GOVERNING LAW. This Agreement is governed by the laws of the State of West Virginia.

15.2. 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.

15.3 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.

15.4. 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 of West Virginia. 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.

15.5. CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 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 16 GENERAL

16.1. 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 twenty (20) 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.

16.2. 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.

16.3 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.

16.4. 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.

16.5. 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.

16.6. 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.

16.7. 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 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.

16.8 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 shown below 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:

Motorola Solutions, Inc.	Customer
Attn: Motorola Law Dept	Attn: Jeffrey A. Polczynski
Legal, Government Affairs & Corporate Communications	Jefferson County Communications
500 W Monroe, 43th Floor	28 Industrial Blvd., Ste 100
Chicago, IL 60661	Kearneysville, WV 25430

16.9. 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.

16.10. 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.

16.11. MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for and utilized by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control 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.

16.12 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 for a time period that is reasonable under the circumstances.

16.13 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.

16.14. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.4 (Motorola Software); Section 4.5 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.7 (Disclaimer of Implied Warranties); Section 11 (Confidentiality and Proprietary Rights); Section 13 (Limitation of Liability); and Section 15 (Disputes); and all of the General provisions in Section 16.

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

Motorola Solutions, Inc.		**Customer**	
By:	Brian Gebhart	By:	
Name:	Brian Gebhart	Name:	Stephen Stolipher
Title:	Sr Mgr. Regional Services, Mid-Atlantic	Title:	President of the Commission
Date:	06/22/2023	Date:	10/2/2023

Exhibit A
Motorola Software License Agreement

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and The County Commission of Jefferson County ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

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

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and

conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF 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 of West Virginia. 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.

MOTOROLA SOLUTIONS

Exhibit B: STATEMENTS OF WORK (SOW)

Exhibit B-1 - Lifecycle Management Statement of Work
SUAII

Exhibit B-2 - Maintenance Services Statements of Work

Remote Technical Support Service
Network Security Monitoring
Managed Detection and Response For ASTRO Systems (MDR)
Security Update Services (SUS)
Remote Delivery of SUS (RSUS)

Onsite Infrastructure Support with Dispatch
System Preventative Maintenance - Level 1
Infrastructure Repair with Advanced Replacement

Exhibit B-1

Section 1

ASTRO 25 System Upgrade Agreement Statement of Work

V1.01 January, 2022

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ASTRO 25 System Upgrade Agreement Statement of Work

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Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted

Section 1

ASTRO 25 System Upgrade Agreement Statement of Work

1.1 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.

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").

1.2 Description of Service

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.

1.3 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 1-1: SUA Term. The eligible upgrade windows and their duration are illustrated in Table 1-2: Eligible Upgrade Window.

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.

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 1-2: Eligible Upgrade Window. Motorola Solutions may in its sole discretion automatically apply the cloud updates as they become available.

Table 1-1: SUA Term

Duration	2023-2029 (6 years)

Table 1-2: Eligible Upgrade Window

First Eligible Upgrade Window	Second Eligible Upgrade Window	Third Eligible Upgrade Window
Duration:	Duration:	Duration:
2023-2025	2025-2027	2027-2029

The methodology for executing each system upgrade is described in Section 1.5: Upgrade Planning and Preparation through Section 1.8: Upgrade Completion.

ASTRO 25 SUA pricing is based on the system configuration outlined in Section 1.12: 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 1.11: ASTRO 25 System Release Upgrade Paths. Should the Customer elect an upgrade path other than one listed in Section 1.11: 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.

1.4 Inclusions

The ASTRO 25 SUA only covers the products that are outlined in this section and does not cover all products. Refer to Section 1.9: Limitations and Exclusionsfor examples of exclusions and limitations.

The ASTRO 25 SUA covers ASTRO 25 certified software releases for the following products provided they were present at the time of contract execution and provided as part of the ASTRO 25 certified solution:

- Servers.
- Workstations.

- Laptops.
- Firewalls.
- Routers.
- LAN switches.
- MCC 7100 Dispatch Consoles.
- MCC 7500 Dispatch Consoles.
- MCC 7500E Dispatch Consoles.
- GTR 8000 Base Stations.
- GCP 8000 Site Controllers.
- DSC 8000 Site Controllers.
- GCM 8000 Comparators.
- Motorola Solutions logging interface equipment.
- PBX switches for telephone interconnect.
- NICE and Verint IP logging solutions (if software, hardware and lifecycle purchased through Motorola Solutions).

The following hardware components, if originally provided by Motorola Solutions as part of the certified ASTRO 25 release, are eligible for full product replacement when necessary to support the system release upgrade:

- Servers.
- Workstations.
- Laptops.
- Firewalls.
- Routers.
- LAN switches.
- PBX switches for telephone interconnect.
- CirrusNode (Edge Compute Device).
- Cirrus Cloud Firewall.
- Hub Site Router.
- Hub Site Switch.
- Command Central Hub
- ActiveEye Remote Security Server
- MPLS Backhaul Router (optional)

The following hardware components, if originally provided by Motorola Solutions, are eligible for board-level replacement when necessary to support the system release upgrade. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:

- GTR 8000 Base Stations.
- GCP 8000 Site Controllers.
- GCM 8000 Comparators.

- MCC 7500 Dispatch Console Voice Processing Module.

The ASTRO 25 SUA applies only to system release upgrades within the ASTRO 25 7.x platform.

The ASTRO 25 SUA entitles the Customer to eligible past software versions for the purpose of 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.

1.5 Upgrade Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

1.5.1 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.

1.5.2 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 1.5.1: 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 1.5.1: 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 1.12: 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.
- 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.

1.6 System Readiness Checkpoint

All items listed in this section are to be completed at least 30 days prior to a scheduled upgrade.

1.6.1 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.

1.6.2 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.

1.7 System Upgrade

1.7.1 Motorola Solutions Responsibilities

- Perform system infrastructure upgrade for the system elements outlined in this SOW.

1.7.2 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.

1.8 Upgrade Completion

1.8.1 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.

1.8.2 Customer Responsibilities

- Cooperate with Motorola Solutions in efforts to complete any post upgrade punch list items as needed.

1.9 Limitations and Exclusions

The parties acknowledge and agree that the ASTRO 25 SUA does not cover the following products:

- MCC5500 Dispatch Consoles.
- MIP5000 Dispatch Consoles.
- E911 systems.
- Custom software, Computer-aided Dispatch ("CAD"), Records Management Software.
- Data radio devices.
- Laptops, mobile computing devices not purchased through Motorola Solutions.
- Two-way radio subscriber products.
- NICE and Verint products not purchased through Motorola Solutions
- 3rd party logging recorders not certified by Motorola Solutions, ie Eventide
- Genesis products not purchased through Motorola Solutions
- Point-to-point and backhaul products, such as MPLS equipment, microwave terminals, and associated multiplex equipment.
- Items that are consumed in the normal operation of the hardware, such as accessories, microphones, speakers, keyboards, monitors, and printers.

The Customer and Motorola Solutions agree that 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 agreed in writing by Motorola Solutions and included in this SOW.

Customer acknowledges that if the system has a Special Product Feature, that it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

Support for Customer provided connectivity to the cloud platform is not covered under this agreement.

ASTRO 25 SUA does not cover any hardware or software purchased directly from a third party by the Customer, unless specifically included in this SOW.

The SUA excludes repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola Solutions has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or worldwide web, or for hardware malfunction caused by the transmission medium.

New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA coverage.

ASTRO 25 SUA does not include repair or replacement of hardware or software that is due to defects that are not corrected by the system release, nor does it include repair or replacement of hardware defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software; or excessive wear and tear; or accidental damage, power surges, neglect, or other force majeure events.

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.

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, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system upgrade are not included.

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.

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 Section 1.5.1: Motorola Solutions Responsibilities.

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. 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.

1.10 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.

1.11 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 1-3: 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 1-4: 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.

1.12 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 1-5: System Configuration

System Configuration	
Master Site 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)	0
MOSCAD NFM / SDM Clients	0
Network Management Clients	0
Unified Network Services (UNS) or KMF	0
Telephone Interconnect	0
Security Configuration	
Distinct CEN Network Segments	0
Monitored CEN Endpoints	0
AERSS Sensors	0
Firewalls	0
Intrusion Detection Sensor (IDS)	0
Centralized Event Logging (SysLog)	0
Zone Core Protection (ZCP)	0

System Configuration	
Radio Authentication	0
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)	0
GTR 8000 Base Stations	0
Dispatch Site Configuration	
Dispatch Site Locations	1
MCC7500 Dispatch Consoles	10
MCC7100 Dispatch Consoles	0
AIS	0
CCGWs	3
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

MOTOROLA SOLUTIONS

Exhibit B-2 - Maintenance Services Statements of Work

Remote Technical Support Service
Network Security Monitoring
Managed Detection and Response For ASTRO Systems (MDR)
Security Update Services (SUS)
Remote Delivery of SUS (RSUS)

Onsite Infrastructure Support with Dispatch
System Preventative Maintenance - Level 1
Infrastructure Repair with Advanced Replacement

REMOTE TECHNICAL SUPPORT STATEMENT OF WORK

V1.8 JUNE 2021

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SECTION 1

REMOTE TECHNICAL SUPPORT STATEMENT OF WORK

1.1 OVERVIEW

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 Centralized Managed Support Operations ("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.

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").

1.2 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' Customer Relationship Management ("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 1.8: 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.

1.3 SCOPE

The CMSO Service Desk is available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 1.8: Priority Level Definitions and Response Times.

1.4 INCLUSIONS

Remote Technical Support service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products.

1.5 MOTOROLA SOLUTIONS RESPONSIBILITIES

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSI-HELP) 24 hours per day, 7 days per week, and 365 days per year to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section 1.8: 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.

1.6 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.
- System installations, upgrades, and expansions.
- Hardware repair and/or exchange.
- Network security services.
- 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.

1.7 CUSTOMER RESPONSIBILITIES

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete Customer Support Plan ("CSP").
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("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 1.8: 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.

1.8 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 1-1: 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.
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.

Cd Section 1

ASTRO 25 Security Monitoring Statement of Work

V 1.9 January, 2022

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Section 1

ASTRO 25 Security Monitoring Statement of Work

1.1 Overview

Motorola Solutions' ASTRO® 25 Security Monitoring provides radio network security element monitoring by experienced, specialized security technologists with extensive experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, Motorola Solutions' technologists have rapid direct access to Motorola Solutions engineers for rapid resolution.

ASTRO 25 Security Monitoring requires an active connection between the Customer's system and Motorola Solutions' Security Operations Center ("SOC") as well as an ASTRO 25 Security Update Service ("SUS") subscription. Without these prerequisites ASTRO 25 Security Monitoring cannot be delivered.

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").

1.2 Description of Service

Security Monitoring provides continuous monitoring of authentication logs and monitors for potential introduction of malware into the ASTRO 25 network.

1.3 Scope

ASTRO 25 Security Monitoring is available 24 hours a day, 7 days a week. The service is delivered by the Motorola Solutions SOC. The SOC is part of Motorola Solutions' Cyber Security Organization and is staffed by highly trained and experienced security professionals. When a security event is detected, the security specialists run remote diagnostics and initiate an appropriate response. This response may consist of continuing to monitor the event for further development, or logging an incident for dispatch of a field service or customer technician (dependent on any maintenance agreement).

Motorola Solutions responds to events in accordance with Section 1.9: Security Monitoring Priority Level Definitions and Response Times.

1.4 Inclusion

- **Antimalware Monitoring** - ASTRO 25 is shipped with antimalware software and the service remotely monitors this for activity such as deletion, quarantine, and alerting of suspicious software.
- **Authentication Monitoring** - ASTRO 25 may be accessed by users of Microsoft Windows and RSA logins. The service remotely monitors such logins for repeated failures and locked accounts.
- **Firewall Monitoring** - ASTRO 25 systems may be deployed with various firewalls, as described in Section 1.8: Potential ASTRO 25 Firewalls, which may or may not support remote monitoring. The service remotely monitors supported firewalls .
- **Intrusion Detection System ("IDS") Monitoring** - An IDS is a deployable option within the system located between the ASTRO 25 firewall and the Customer Enterprise Network ("CEN"). The service remotely monitors an IDS for the Customer where deployed.
- **Centralized Event Logging** - ASTRO 25 has provided the ability to forward device syslogs to a single virtual server called the Centralized Syslog Server. The service remotely monitors syslog data elements forwarded by the centralized event logging server.

1.5 Motorola Solutions Responsibilities

- Motorola Solutions will provide a secure router for installation at the ASTRO 25 firewall. If the Customer is unable to install, please contact your CSM who will be able to arrange for this to be completed. Note this may incur an additional fee.
- Provide, maintain the SIEM collectors.
- If the Centralized Event Logging feature is not installed on the Customer's ASTRO 25 system, Motorola Solutions will install it as part of this service.
- Verify connectivity and monitoring is active prior to start of service.
- Will coordinate with the Customer to maintain service authentication credentials.
- Maintain trained and accredited technicians and monitor the Customer's system 24/7/365 for malicious or unusual activity.

1.6 Customer Responsibilities

- This service requires connectivity from Motorola Solutions' Security Operations Center to the Customer's ASTRO 25 system. Procure internet connectivity before the service commences, and maintain it for the duration of the Security Monitoring contract.
- Permit Motorola Solutions continuous remote access to monitor the ASTRO 25 system. This includes ensuring the connection is stable and accessible, establishing necessary authorization/credentials for Motorola Solutions, such as, two-factor authentication (2FA) credentials, and working with the Security Operations Center to understand and maintain formal administration privileges.

- Provide continuous utility service 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 Customer's Customer Support Manager ("CSM") prior to any contact changes.
- Notify Motorola Solutions if any new components are required to be incorporated into the service. Changes to monitored components may result in changes to the pricing of the ASTRO 25 Security Monitoring service.
- Maintain an active SUS subscription, ensuring the patches and antivirus definitions are applied according to the release cadence of the service.
- Ensure the ASTRO 25 system is within the Standard Support Period of the Motorola Solutions Software Support Policy.
- Allow Motorola Solutions dispatched field service technicians physical access to the equipment when required.
- Ensure all monitored devices within the network are correctly configured for Syslog, forwarding events to the centralized event log server.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide the services described in this SOW.

1.7 Disclaimer

Disclaimer: "**AS IS".** MOTOROLA SOLUTIONS' ASTRO 25 SECURITY MONITORING SERVICES ARE PROVIDED "AS IS". MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

Inherent Limitations on Scope of Services. Because of the evolving, often malicious and often highly sophisticated nature of cyber security threats, as well as the evolving complexity and customization inherent in many customer computer system environments, among other things, the protections offered by Motorola Solutions are necessarily limited. 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. Motorola Solutions does not guarantee that the Customer's system will be error-free or immune to security breaches as a result of these services.

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.

1.8 Potential ASTRO 25 Firewalls

Table 1-1: Potential ASTRO 25 Firewalls

Firewall	Description
Customer Network Interface ("CNI")	This firewall separates the ASTRO 25 Radio Network from the Customer's IT network, which is often referred to as the CEN or Customer Enterprise Network. There are single and redundant (high-availability) options for the CNI. The redundant option includes two firewalls. Both firewalls must be monitored in the redundant case.
Dynamic System Resilience ("DSR")	This is an ASTRO 25 option where a geographically separated backup master site is implemented as a "hot-standby" in case the primary becomes inoperable due to a failure. This option potentially doubles the number of firewalls in the system.
Zone Core Protection ("ZCP")	This ASTRO 25 option places firewalls at the master site where the Radio Frequency (RF) and console sites connect. This prevents a compromised site from being used to attack the core or other sites. For redundancy, there are always two firewalls in this option.
Telephone Interconnect ("TI")	This ASTRO 25 option allows calls to be made to and from ASTRO 25 subscribers. One firewall is required to protect the RNI. The TI firewall may also be used to protect ISSI connections.
Inter RF Subsystem Interface ("ISSI")	This option allows connectivity to a separate system. This connection can be to another P25 system, or to non-P25 systems through an additional interface, such as WAVE. In both cases, one firewall is necessary to protect the RNI. The ISSI firewall may also be used to protect TI connections.
MCC7100/MCC7500e Dispatch Console	The MCC7100/MCC7500e Dispatch Console may be configured so it connects via Virtual Private Network ("VPN") through an internet connection. A firewall is required to terminate on the ASTRO 25 side of the connection. This firewall may be physically located at either a console site or the master site, and there may be multiple firewalls for this purpose.
Customer Network Interface ("CNI")	This firewall separates the ASTRO 25 Radio Network from the Customer's IT network, which is often referred to as the CEN or Customer Enterprise Network. There are single and redundant (high-availability) options for the CNI. The redundant option includes two firewalls. Both firewalls must be monitored in the redundant case.

1.9 Security Monitoring Priority Level Definitions and Response Times

Table 1-2: Priority Label Definitions and Response Windows

Incident Priority	Recongnized Incident Definition	Response Time
Critical P1	Security incidents that have caused, or are suspected to have caused significant and/or widespread damage to the functionality of the 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 have 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 include: • 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 the Customer.	Response provided Monday through Friday **8 a.m. to 5 p.m.** local time, excluding US Holidays.

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ActiveEye Managed Detection and Response for ASTRO 25 Statement of Work

May, 2023

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Section 1

ActiveEye Managed Detection and Response for ASTRO 25 Statement of Work

1.1 Overview

Motorola Solutions' ASTRO® 25 Managed Detection and Response (MDR) provides monitoring of radio network security information by specialized cybersecurity analysts with extensive experience working with ASTRO 25 mission-critical networks.

The following sections describe the deliverables of the service, its technologies, and service obligations.

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").

1.2 Description of Service

MDR 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 MDR service includes the deployment and optimization of these elements into the Customer's network.

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1.2.1 Managed Detection and Response Elements

This section and its subsections describe MDR elements, and their applicability for specific infrastructure.

1.2.1.1 ActiveEye Security Platform

Motorola Solutions' ActiveEye℠ 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.

1.2.2 General Responsibilities

Motorola Solutions Responsibilities

- 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 security analysts.
- 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 1.3.6: Managed Detection and Response Priority Level Definitions and Response 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.
- 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 platform enabling Customer access to security event and incident details.

Customer Responsibilities

- The ASTRO 25 MDR service requires a connection from the Customer's ASTRO 25 network and applicable CEN systems to the Internet. Establish connectivity with sufficient bandwidth before the service commences. Internet service bandwidth requirements are as follows:
  - Bandwidth throughput 10 MB

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  - 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
- 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 administration privileges.
- Maintain an active Security Update Service (SUS) subscription, ensuring patches and antivirus definitions are applied according to the release cadence of the service.
- Provide continuous utility service(s) to any equipment installed or utilized at the Customer's premises to support service delivery and remote monitoring.
- Provide Motorola Solutions with contact information necessary to complete the Customer Support Plan (CSP). Notify the Customer's Customer Support Manager (CSM) within two weeks of any contact information changes.
- Notify Motorola Solutions if any 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 MDR service.
- As necessary, upgrade the ASTRO 25 system, on-site systems, and utilize 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.

1.2.3 Service Modules

1.2.3.1 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.

Motorola Solutions Responsibilities

- Consult with and advise the Customer on performing necessary system configurations to direct log sources to the appropriate Remote Security Sensor.
- The SOC will consult with the Customer to identify appropriate log sources for the level of threat detection desired in each environment.

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Customer Responsibilities

- If applicable, 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.

1.2.3.2 Network Detection

Network Detection is applicable to the RNI (subject to the Customer having a Juniper IDS appliance with the appropriate IDS license(s)) and CEN.

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.

Motorola Solutions Responsibilities

- 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

- 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.
- Initiate recommended response actions when active attacks are detected.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

1.2.3.3 Disclaimer

Scope of services do not include employee related investigative services, such as those that may target any specific employees (or other individuals) or implicate privacy rights, alleged or suspected internal conduct, or rights that may be protected or regulated by law, e.g. information bearing on an individual's character, general reputation, personal characteristics, mode of living., etc. Motorola Solutions reserves the right to withhold from Customer any information deemed outside the scope of the engagement or otherwise subject to legal restrictions and take any other action it deems to be required by law.

Customer understands that some information shared with Customer through the Advanced Threat Insights service will, by its nature, be unverifiable, will be delivered on an as-is basis, and may or may not be correct. Customer agrees any information shared is for Customer's internal business purpose use only and shall not be further distributed by Customer.

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

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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.

For subscribers of the Advanced Threat Insights service, Motorola disclaims any warranty and does not guarantee to be able to locate all threat intelligence on the surface, deep or dark web. Motorola Solutions will perform an expansive search but cannot cover every forum and information source.

1.3 Security Operations Center Monitoring and Support

1.3.1 Scope

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.

Motorola Solutions will start monitoring the ASTRO 25 MDR service in accordance with Motorola Solutions processes and procedures after deployment, as described in Section **Error! Reference source not found.**: **Error! Reference source not found.**.

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 1.3.6: Managed Detection and Response Priority Level Definitions and Response Times.

1.3.2 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.

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- 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.

1.3.3 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.

1.3.3.1 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.

1.3.4 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 MDR 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.

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- 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.

1.3.5 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 1-1: 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 1-2: Notification Procedures.

1.3.5.1 Notification

Motorola Solutions will establish notification procedures with the Customer, generally categorized in accordance with the following table.

Table 1-2: 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.

1.3.5.2 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.

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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.

1.3.5.3 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.

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1.3.6 Managed Detection and Response Priority Level Definitions and Response Times

Table 1-3: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Response Time
Critical P1	Security incidents that have caused, or are suspected to have caused significant and/or widespread damage to the functionality of the 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 include: ▪ 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 am to 5 pm** local time, excluding US Holidays.
Low P4	These are typically administrative service requests from the Customer.	Response provided Monday through Friday **8 am to 5 pm** local time, excluding US Holidays.

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1.4 Included Services

1.4.1 Site Information

The following quantities are included in the scope:

Site / Location	Quantity
Master Site	0
DSR	0
CEN (control room, co-located, remote)	0
Network Management Clients	0
Dispatch Consoles	10
AIS	0

1.4.2 Services Included

The ActiveEye service modules included in our proposal are viewable in the Subscribed column below. The Network Environment column designates the location of each module: ASTRO 25 RNI, CEN, or the Control Room CEN.

Service Module	Capabilities Included	Network Environment	Subscribed
ActiveEye Remote Security Sensor (AERSS)			NO
Log Collection / Analytics	X	RNI	Yes
Network Detection	X	RNI	Yes

The following table lists any ancillary components included.

Description	Quantity
Internetworking Firewall	0

1.5 Limitations and Exclusions

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 active protection of customer data, including its transmission to Motorola, recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

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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

1.5.1 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.

1.5.2 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.

1.5.3 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 avoidance of doubt, 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 (i.e., so long as not defined as personal information under applicable law), 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, which data shall be deemed Service Use Data (i.e., Motorola Solution data).

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Section 1

ASTRO 25 Security Update Service Statement of Work

V 4.1 January, 2022

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Section 1

ASTRO 25 Security Update Service Statement of Work

1.1 Overview

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 determined by the options included as part of this service. {{SectionRef Inclusions}} indicates if options are included as part of this service.

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").

1.2 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. Additional options are available for Motorola Solutions to deploy security updates, reboot servers and workstations, or both.

1.2.1 On-site Delivery

If On-site Delivery is included with SUS, Motorola Solutions provides trained technician(s) to install security updates at the Customer's location. The technician downloads and installs available security updates and coordinates any subsequent server and workstation reboots.

1.2.2 Reboot Support

If Reboot Support is included with SUS, Motorola Solutions provides technician support to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.

1.3 Scope

SUS includes pretested security updates for the software listed in {{TableRef Update Cadence}}. This table also describes the release cadence for security updates.

Table x-y: 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

1.4 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in {{TableRef SUS Packages}}. 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 Customer Support Manager ("CSM") for the latest supported releases.

Table x-y: SUS Packages

Service	ASTRO 25 Core Type	Included
Security Update Service Customer Self-installed	L Core M Core Simplified Core	X – with RSUS
Security Update Service with Reboot Support	L Core M Core Simplified Core	
Security Update Service with On-site Delivery	L Core M Core Simplified Core	

Responsibilities for downloading and installing security updates and rebooting applicable hardware are detailed in {{SectionRef Installation and Reboot Responsibilities}}.

1.5 Motorola Solutions Responsibilities

- On the release schedule in {{SectionRef 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.

1.6 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.

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- 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.

1.7 Customer Responsibilities

- Provide Motorola Solutions with predefined information necessary to complete a Customer Support Plan ("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 Centralized Managed Support Operations ("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.

1.8 Installation and Reboot Responsibilities

Installation and Reboot responsibilities are determined by the specific SUS package being purchased. {{TableRef Installation and Reboot Responsibilities Matrix}} contains the breakdown of responsibilities. {{SectionRef Inclusion}} indicates which services are included.

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Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities.

Table X-Y: 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.
Security Update Service with On-site Delivery	• Dispatch a technician to deploy pretested files to the Customer's system. • When a security update requires a reboot, reboot servers and workstations after security updates are installed.	• Acknowledge Motorola Solutions will reboot servers and workstations, and agree to timing.
Security Update Service with Reboot Support	• When a security update requires a reboot, dispatch a technician to reboot servers and workstations after security updates are installed.	• Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola Solutions' secure website.

1.9 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.



Proposal

ASTRO 25 Remote Security Update Service Statement of Work

May, 2022

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Section 1

ASTRO 25 Remote Security Update Service Statement of Work

1.1 Overview

Motorola Solutions' ASTRO® 25 Remote Security Update Service ("RSUS") 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. Motorola Solutions will remotely deliver tested security updates to the Customer using a network connection. Reboot responsibility is determined by which options are included as part of this service.

The ASTRO 25 Monthly Security Update Service ("SUS") is a prerequisite for RSUS. Please see the Statement of Works for: ASTRO 25 SUS Statement of Work.

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").

1.2 Description of Service

Motorola Solutions remotely installs pretested security updates on the applicable ASTRO system components. Motorola Solutions tests security updates for compatibility with ASTRO 25 in a dedicated information assurance lab.

Motorola Solutions will install compatible ASTRO 25 security updates using a remote connection. After installing tested security updates remotely, Motorola Solutions provides the Customer with a report outlining the updates made to the Customer's system. This report will inform the Customer of security update network transfers and installation.

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1.2.1 Remote Update Requirements

An always on, reliable connection from the Customer's network to Motorola Solutions is required to enable this service. Recommended Internet bandwidth of 20 Mbps or higher. Additional hardware (such as a secure router) may be provided to deliver the services. If the Customer is unable to install the equipment or provide a suitable Internet connection, please contact your CSM to discuss options. Please note, if an existing connection is available, this may be suitable to deliver the service.

Customer systems with slow and/or unreliable remote site links may impact our ability to deliver the service.

In some instances, Motorola Technical Notices ("MTN") must be applied to enable Motorola Solutions to remotely deploy the latest security updates. MTN installation is not part of RSUS. In the event Motorola Solutions cannot deploy security updates unless one or more MTNs are installed, Motorola Solutions will communicate this to the Customer. The Customer and their Customer Support Manager ("CSM") will determine how to apply necessary MTNs. Once necessary MTNs are applied to the Customer's system, Motorola Solutions will continue to remotely deploy security updates.

Connections to other networks, herein referred to as Customer Enterprise Network ("CEN"), are delineated by firewalls. All security updates deployed by RSUS are specific to the equipment included in the ASTRO 25 radio network with only the following exceptions: Key Management Facility ("KMF") and MCC 7500e consoles.

The Customer may request, via the CSM, that Motorola Solutions remotely updates MCC 7500e consoles and KMF in the Customer's CEN as part of RSUS, or designate Customer IT resources to install the security updates. The Customer must make the appropriate configuration changes to their firewall allowing access.

1.2.2 Reboot Support

If Reboot Support is included with RSUS, Motorola Solutions provides technician support to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.

1.3 Scope

RSUS includes pretested security updates for the software listed in {{TableRef Update Cadence}}. This table also describes the release cadence for security updates.

Table 1-1: 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

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Software	Update Release Cadence
VMWare ESXi Hypervisor	Quarterly
McAfee Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly

Motorola Solutions will provide an Impact Timeline ("ITL") to show installation tasks scheduled during normal business hours, including preparation work and the transfer of security updates to local storage or memory. Server and workstation reboots or zone controller rollover will be initiated at the times shared in the ITL.

Intrusive security updates require Customer coordination, may require hardware reboots and zone controller rolling (switching from one zone controller to the other) to fully implement. Systems with redundant zone controllers (L2, M2, M3) have low downtime (minutes) as the zone controllers are rolled, but systems with single zone controllers (L1, M1) will be down for longer periods. While rolling the zone controllers, the system will operate in "Site trunking" mode. The Customer will need to be aware of these operational impacts, and coordinate events with users.

1.4 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in {{TableRef SUS Packages}}. This table indicates if Motorola Solutions will provide any RSUS optional services to the Customer. RSUS 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 1-2: SUS Packages

Service	ASTRO 25 Core Type	Included
Remote Security Update Service	L Core M Core Simplified Core	X (through WV SIRN)
Remote Security Update Service with Reboot Support	L Core M Core Simplified Core	

Responsibilities for rebooting applicable hardware are detailed in {{SectionRef Reboot Responsibilities}}.

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1.5 Motorola Solutions Responsibilities

- If required, in order to provide the services, Motorola Solutions will send to the customer a secure router and / or a Network Management Client for installation in the ASTRO system. If the Customer is unable to install, please contact your CSM who will be able to arrange for this to be completed.
- Remotely deploy patches listed in {{SectionRef Scope}} on the Customer's system. Patches will be installed on the cadence described in that section.
  - As outlined in {{SectionRef Scope}}, coordinate and communicate with the Customer when installing updates that will require server reboots, workstation reboots, or both.
  - Install non-intrusive updates, like antivirus definitions, as released without coordination.
- In the event no security updates are released by the Original Equipment Manufacturers ("OEM") during the usual time period, Motorola Solutions will send a notice that no new security updates were deployed.

1.6 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.
- This service excludes the delivery of MTNs to the customer system.
- 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.

1.7 Customer Responsibilities

- This service requires connectivity from Motorola Solutions to the Customer's ASTRO 25 system. If required, procure internet connectivity before the service commences, and maintain it for the duration of the service contract.
- Refrain from making uncertified changes to the ASTRO 25 system. Consult with Motorola Solutions before making changes to the ASTRO 25 system.
- Be aware of the operational impacts of RSUS update installation, and coordinate the update process with users.
- Coordinate any maintenance or other updates that are not part of RSUS with Motorola Solutions to minimize downtime and redundant efforts.
- Motorola Technical Notices ("MTN") must be applied to enable Motorola Solutions to remotely deploy the latest security updates.

1.8 Reboot Responsibilities

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities. Reboot responsibilities are determined by the specific RSUS package being purchased. {{TableRef Reboot Responsibilities Matrix}} contains the breakdown of responsibilities. {{SectionRef Inclusion}} indicates which services are included.

Table 1-3: Reboot Responsibilities Matrix

Remote SUS Package	Motorola Solutions Responsibilities	Customer Responsibilities
Remote Security Update Service	• Provide a report to the Customer's main contact listing the servers or workstations which must be rebooted to ensure installed security updates become effective.	• When a security update requires a reboot, reboot servers and workstations after security updates are installed.
Remote Security Update Service with Reboot Support	• When a security update requires a reboot, dispatch a technician to reboot servers and workstations after security updates are installed.	

1.9 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.

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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.

ON-SITE INFRASTRUCTURE RESPONSE STATEMENT OF WORK

V1.7 OCTOBER 2021

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SECTION 1

ON-SITE INFRASTRUCTURE RESPONSE STATEMENT OF WORK

1.1 OVERVIEW

Motorola Solutions' On-site Infrastructure Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization in cooperation with a local service provider.

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").

On-site Infrastructure Response may also be referred to as On-site Support.

1.2 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 to ensure strict compliance to committed response times.

The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section 1.8: Priority Level Definitions and Response Times.

Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

1.3 SCOPE

On-site Infrastructure Response is available in accordance with Section 1.8: Priority Level Definitions and Response Times. Customer's Response Time Classification is designated in the Customer Support Plan.

1.4 GEOGRAPHIC AVAILABILITY

On-site Infrastructure Response is available worldwide where Motorola Solutions servicers are present. Response times are based on the Customer's local time zone and site location.

1.5 INCLUSIONS

On-site Infrastructure Response is provided for Motorola Solutions-provided infrastructure.

1.6 LIMITATIONS AND EXCLUSIONS

The following items are excluded from this service:

- All Motorola Solutions infrastructure components beyond the post-cancellation support period.
- All third-party infrastructure components beyond the post-cancellation support period.
- All broadband infrastructure components beyond 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.
- Tower and tower mounted equipment.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

1.7 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, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed
- Motorola Solutions field service technician will perform the following on-site:
  - Run diagnostics on the infrastructure component.
  - Replace defective infrastructure components, as supplied by the Customer.
  - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
  - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
  - If required by the Customer's repair verification in the Customer Support Plan ("CSP"), verify with the Customer that restoration is complete or system is functional. If verification

by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
  - Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions field service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal ("SCP"):
  - Open and closed.
  - Open, assigned to the Motorola Solutions field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested

1.8 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.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Provide the following information when initiating a service request:
  - Assigned system ID number.
  - Problem description and site location.
  - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.
- Supply infrastructure spare or FRU, as applicable, in order for Motorola Solutions to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.
- If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- In the event that Motorola Solutions agrees in writing to provide supplemental On-site Infrastructure Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola Solutions to provide the service.

1.9 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 1-1: 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 1-2: 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.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 2 hours of receiving dispatch notification.

	Redundant gateways available. **Network Elements**: Site router, site switch, or GPS server down. No redundant networking element available.	
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 1-3: 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.

ANNUAL PREVENTIVE MAINTENANCE STATEMENT OF WORK

V9.2 JUNE 2021

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SECTION 1

ANNUAL PREVENTIVE MAINTENANCE STATEMENT OF WORK

1.1 OVERVIEW

Motorola Solutions personnel will perform a series of maintenance tasks to keep network equipment functioning correctly.

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").

1.2 DESCRIPTION OF SERVICE

Annual Preventative Maintenance provides annual operational tests on the Customer's infrastructure equipment to monitor its conformance to specifications.

1.3 SCOPE

Annual Preventive Maintenance will be performed during standard business hours, unless otherwise agreed to in writing. After the service starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quotation will be provided. The Customer is responsible for any charges associated with unusual access requirements or expenses.

1.4 INCLUSIONS

Annual Preventive Maintenance service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products, per the level of service marked in Table 1-1.

Table 1-1: Preventive Maintenance Level

Service Level	Included
Level 1 Preventive Maintenance	X
Level 2 Preventive Maintenance	

1.5 MOTOROLA SOLUTIONS RESPONSIBILITIES

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when an incident requires more than the Annual Preventive Maintenance services described in this SOW, and notify the Customer of an alternative course of action.
- Provide the Customer with a report in MyView Portal, or as otherwise agreed in the Customer Support Plan ("CSP"), comparing system performance with expected parameters, along with any recommended actions. Time allotment for report completion is to be mutually agreed.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Field service technician will perform the following on-site:
  - Perform the tasks defined in Section 1.8: Preventive Maintenance Tasks.
  - Perform the procedures defined in Section 1.9: Site Performance Evaluation Procedures for each site type on the system.
  - Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.
  - As applicable, use the Method of Procedure ("MOP") defined for each task.

1.6 LIMITATIONS AND EXCLUSIONS

The following activities are outside the scope of the Annual Preventive Maintenance service.

- Preventive maintenance for third-party equipment not sold by Motorola Solutions as part of the original system.
- Network transport link performance verification.
- Verification or assessment of Information Assurance.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Tower climbs, tower mapping analysis, or tower structure analysis.

1.7 CUSTOMER RESPONSIBILITIES

- Provide preferred schedule for Annual Preventative Maintenance to Motorola Solutions.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location as described in equipment specifications, and provide Motorola Solutions full, free, and safe access to the equipment so that Motorola Solutions may provide services. All sites shall be accessible by standard service vehicles.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Provide site escorts, if required, in a timely manner.
- Provide Motorola Solutions with requirements necessary for access to secure facilities.
- In the event that Motorola Solutions agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer

agrees to obtain any third-party consents or licenses required to enable Motorola Solutions field service technician to access the sites to provide the service.

1.8 PREVENTIVE MAINTENANCE TASKS

The Preventive Maintenance service includes the tasks listed in this section. Tasks will be performed based on the level of service noted in Section 1.4: Inclusions.

MASTER SITE CHECKLIST – LEVEL 1	
Servers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Network Management ("NM") Client Applications	Review Unified Event Manager ("UEM") events and verify backhaul links are reported as operational. Review event log for persistent types. Verify all NM client applications are operating correctly.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Complete Backup	Verify backups have been completed or scheduled, and that data has been stored in accordance with the Customer's backup plan. Check that adequate storage space is available for backups.
Network Time Protocol ("NTP")	Verify operation and syncing all devices.
Data Collection Devices ("DCD") check (if present)	Verify data collection.
Anti-Virus	Verify anti-virus is enabled and that definition files on core security management server were updated within two weeks of current date.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in cooperative WAN routers. Carry out core router switchover in coordination with Customer.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.
Domain Controllers (non-Common Server Architecture)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.

MASTER SITE CHECKLIST – LEVEL 1	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Firewalls	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Logging Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	Check memory, HDD, CPU, and disk space utilization.

PRIME SITE CHECKLIST – LEVEL 1	
Software	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Miscellaneous Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.

PRIME SITE CHECKLIST – LEVEL 1	
Site Controllers	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Site Controller Redundancy (Trunking)	Roll site controllers with no dropped audio.
Comparators	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

DISPATCH SITE CHECKLIST – LEVEL 1	
General	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.
Screensaver	Verify screensaver set as Customer prefers.
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of current date.
Headset Unplugged Testing	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.

DISPATCH SITE CHECKLIST – LEVEL 1	
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
Headset Plugged In Testing	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.
Other Tests	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio Instant Recall Recorder ("IRR") Operation	Verify radio IRR operational on Motorola Solutions dispatch (if applicable).
Telephone IRR Operation	Verify telephone IRR operational on Motorola Solutions dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement
Computer Performance Testing	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm client computer is fully operational (if applicable).
Audio Testing	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.
Secure Mode	Confirm any secure talkgroups are operational in secure mode.
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
Logging Equipment Tests	
Recording - AIS Test	Verify audio logging of trunked calls.
Recording	With Customer assistance, test operator position logging on recorder.

DISPATCH SITE CHECKLIST – LEVEL 1	
System Alarms	Review alarm system on all logging equipment for errors.
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Playback Station (Motorola Solutions Provided)	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Recall Audio	Verify that radio and telephone audio can be recalled.

RF SITE CHECKLIST – LEVEL 1	
RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back.
Trunking Site Controller Redundancy, ASTRO® 25 Site Repeater only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Section 1.9 Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

MOSCAD CHECKLIST – LEVEL 1	
MOSCAD Server	
Equipment Alarms	Verify no warning or alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Log in to site devices to verify passwords. Document changes if any found.

MOSCAD CHECKLIST – LEVEL 1	
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
MOSCAD Client	
Equipment Alarms	Verify no warning or alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
MOSCAD RTU's	
Equipment Alarms	Verify no warning or alarm indicators.
Verify Connectivity	Verify connectivity
Password Verification	Site devices to verify passwords. Document changes if any found.
Check Alarm/Event History	Review MOSCAD alarms and events to find if there are chronic issues.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.

FACILITIES CHECKLIST – LEVEL 1	
Visual Inspection Exterior	
Antenna Site Registration Sign	Verify that the Antenna Site Registration sign is posted.
Warning Sign - Tower	Verify that a warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting and photocell.
Exterior of Building	Check exterior of building for damage and disrepair.
Fences / Gates	Check fences and gates for damage and disrepair.
Landscape / Access Road	Check landscape and access road for accessibility.
Visual Inspection Interior	
Electrical Surge Protectors	Check electrical surge protectors for alarms.

FACILITIES CHECKLIST – LEVEL 1	
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware, including equipment, cables, panels, batteries, and racks, is in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check for site and station FCC licensing indicating regulatory compliance.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
UPS	
Visual inspection (condition, cabling)	Check for damage, corrosion, physical connections, dirt and dust, and error indications.
Generator	
Visual Inspection	Check panel housing for cracks, rust, and weathering. Check physical connections for corrosion, dirt and dust, or other abnormal conditions.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Verify generator running and check ease or difficulty of start. Is generator "throttling" or running smooth? Any loud unusual noise? Document any concerns or abnormal conditions.
Motorized Dampers	Check operation
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness.
Outdoor Unit	Check that outdoor unit is unobstructed.
Wiring	Check wiring for insect and rodent damage.
Cooling / Heating	Check each HVAC unit for cooling/heating.
Motorized Dampers	Check operation.

TOWER CHECKLIST – LEVEL 1	
Structure Condition	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
Tower Lighting	
Lights/Markers	Verify all lights and markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.
Antennas and Lines	
Antennas	Visually inspect antennas for physical damage from ground using binoculars.
Transmission Lines	Verify that all transmission lines are secure on the tower.
Grounding	
Structure Grounds	Inspect grounding for damage or corrosion
Guy Wires	
Tower Guys	Visually inspect guy wires for fraying, loss of tension, or loss of connection.
Guy Wire Hardware	Check hardware for rust.
Concrete Condition	
Tower Base	Check for chips or cracks.

1.9 SITE PERFORMANCE EVALUATION PROCEDURES

The Preventive Maintenance service includes the site performance evaluation procedures listed in this section.

ASTRO 25 GTR ESS SITE PERFORMANCE
Antennas
Transmit Antenna Data
Receive Antenna System Data
Tower Top Amplifier Data
FDMA Mode
Base Radio Transmitter Tests
Base Radio Receiver Tests

ASTRO 25 GTR ESS SITE PERFORMANCE
Base Radio Transmit RFDS Tests
Receive RFDS Tests with TTA (if applicable)
Receive RFDS Tests without TTA (if applicable)
TDMA Mode
Base Radio TDMA Transmitter Tests
Base Radio TDMA Receiver Tests
TDMA Transmit RFDS Tests
TDMA Receive RFDS Tests with 432 Diversity TTA
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)

MOTOROLA SOLUTIONS

INFRASTRUCTURE REPAIR STATEMENT OF WORK

V4.2 MARCH 2021

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INFRASTRUCTURE REPAIR STATEMENT OF WORK

1.1 OVERVIEW

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.

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").

1.2 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.

Infrastructure Repair is also known as Network Hardware Repair.

1.3 SCOPE

Repair authorizations are obtained by contacting the Centralized Managed Support Operations ("CMSO") organization Service Desk, which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained by contacting the Customer Support Manager ("CSM").

1.4 GEOGRAPHIC AVAILABILITY

Infrastructure Repair is supported globally. Geographic proximity will determine repair location.

1.5 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.

1.6 MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide the Customer access to the CMSO Service Desk, operational 24 hours a day and 7 days per week, 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 1.8. 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.

1.7 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.

1.8 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.

1.9 REPAIR PROCESS

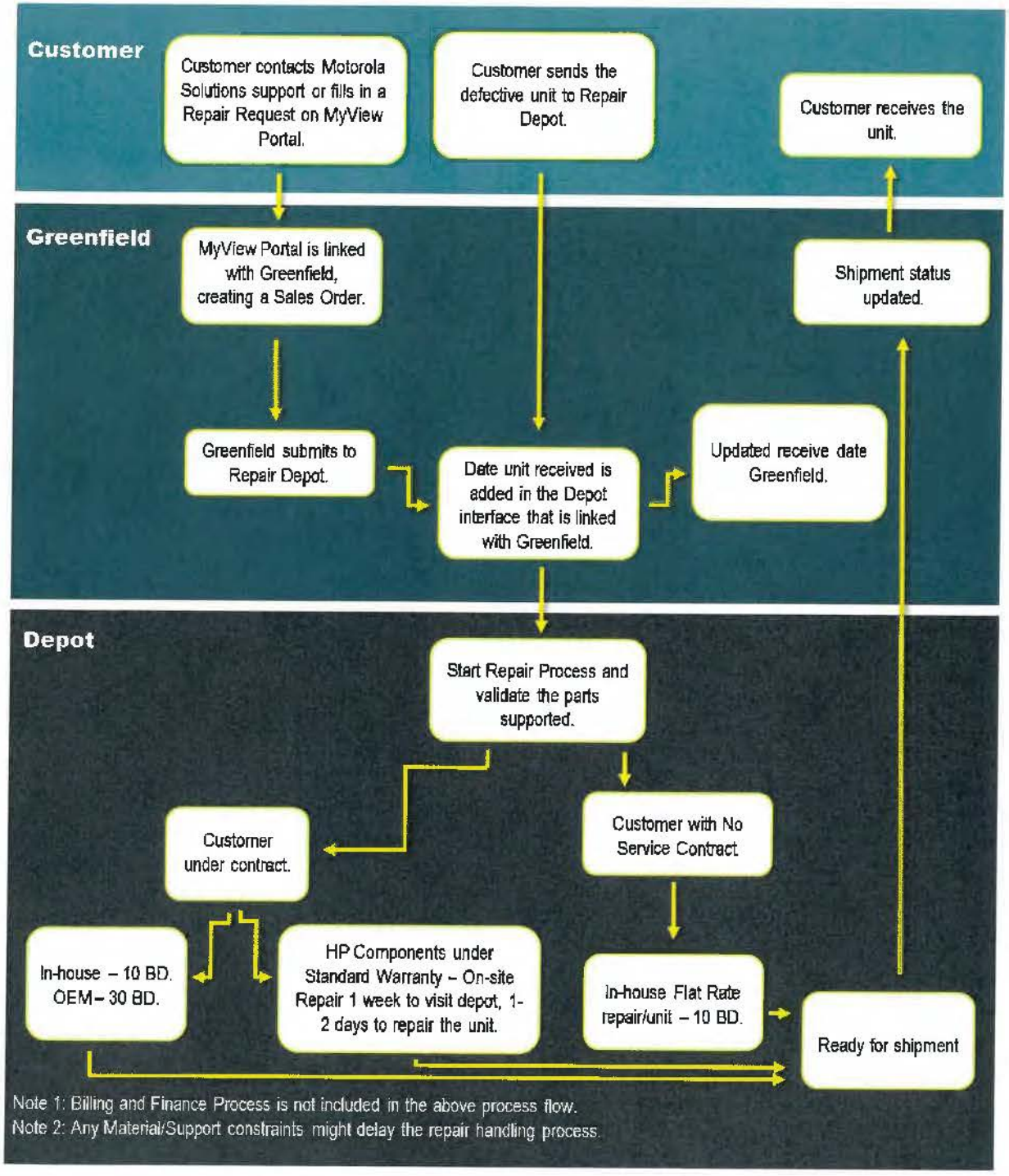


Figure 1-1: Repair Decision Process

1.10 ADVANCED REPLACEMENT

As an addition to Infrastructure 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 1-2 for details on the unit loan process.

1.10.1 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 1-2 for the loaner process, and Table 1-1 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.

1.10.2 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 1.10.1. See Table 1-1 for 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.

1.10.3 Replacement Process for Advanced Replacement

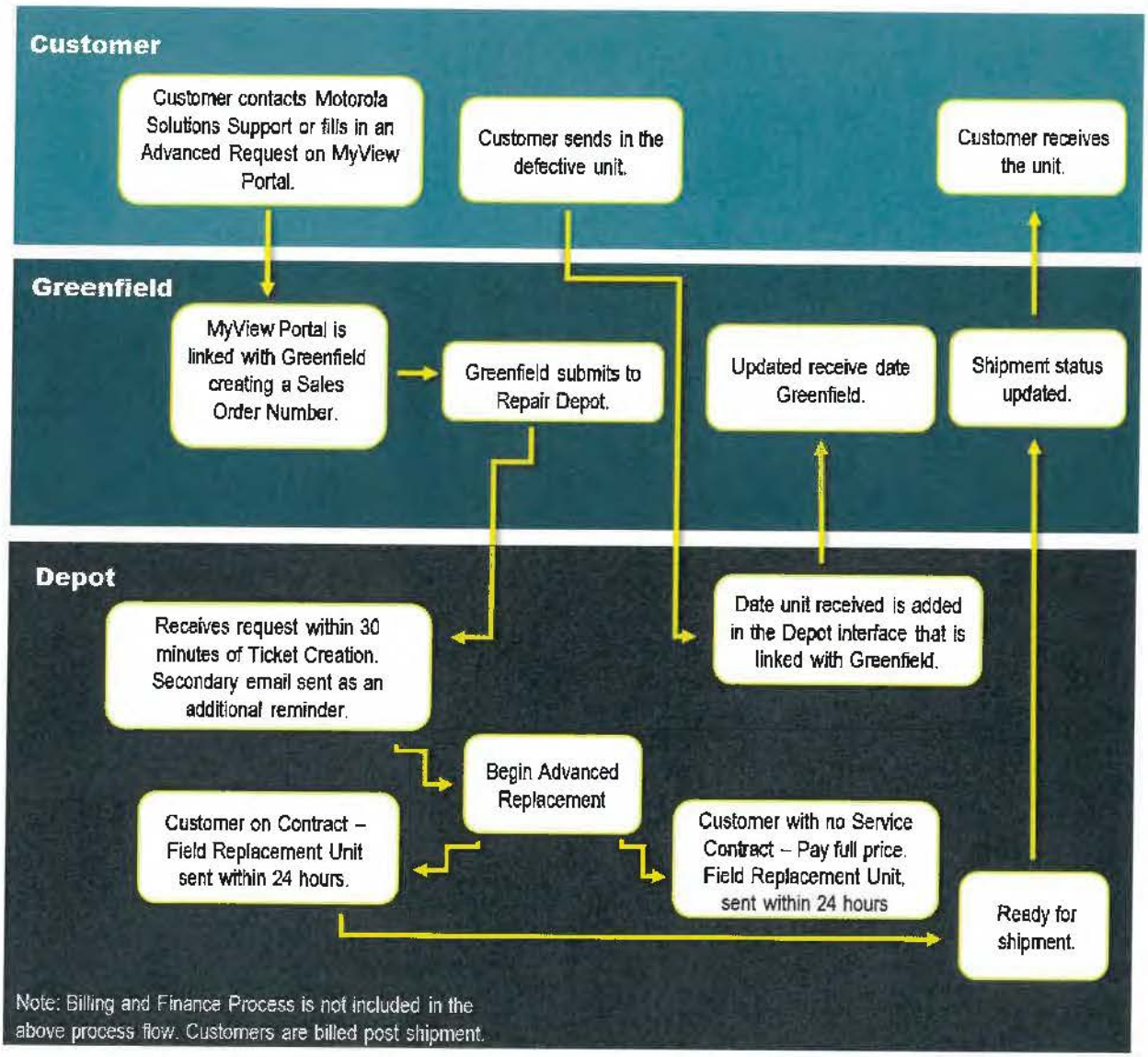


Figure 1-2: Advanced Replacement or Loaner Decision Process

Table 1-1: Shipping Charges and Default Mail Service:

Service	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

MOTOROLA SOLUTIONS

Exhibit C

PRICING AND ANNUAL PAYMENT SCHEDULE for Jefferson County:

This contract provides the following services, to correspond with WV SIEC Motorola Direct Connect Consoles Policy (https://sirn.wv.gov/governance/Documents/Motorola%20Direct%20Connect%20Consoles.pdf). Pricing is based on a multi-year contract for a six-year term, payable monthly based on the following annual schedule.

For Lifecycle Support plan and subscription based services, Motorola will invoice the customer in advance of each year in the plan. No Purchase Order is required - Customer affirms that signature on this contract document is the only notice to proceed required.

Multi-Year Pricing: (Multi-year contract is required)

Contract term Start:	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027	10/1/2028
Contract Term End:	9/30/2024	9/30/2025	9/30/2026	9/30/2027	9/30/2028	9/30/2029
SERVICES	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
WV SIRN Required Services:						
* Remote Technical Support	$ 1,143.44	$ 1,177.74	$ 1,213.08	$ 1,249.47	$ 1,286.95	$ 1,325.5
* Security Monitoring/MDR	$ 10,200.00	$ 10,506.00	$ 10,821.18	$ 11,145.82	$ 11,480.19	$ 11,824.6
* Security Update Service	$ 13,645.30	$ 14,054.65	$ 14,476.29	$ 14,910.58	$ 15,357.90	$ 15,818.6
* RSUS	$ 2,520.22	$ 2,595.82	$ 2,673.70	$ 2,753.91	$ 2,836.53	$ 2,921.6
* SUA II Lifecycle	$ 27,624.55	$ 27,689.20	$ 27,755.79	$ 27,824.38	$ 27,895.02	$ 27,967.7
ANNUAL TOTALS FOR SIRN REQUIRED	**$ 55,133.51**	**$ 56,023.41**	**$ 56,940.04**	**$ 57,884.16**	**$ 58,856.59**	**$ 59,858.2**
Current Purchased Services (USC000005783)						
* Onsite Infrastructure Response	$ 20,863.41	$ 21,489.31	$ 22,133.99	$ 22,798.01	$ 23,481.95	$ 24,186.41
* Annual Preventative Maintenance	$ 4,041.01	$ 4,162.24	$ 4,287.11	$ 4,415.73	$ 4,548.20	$ 4,684.64
* Infrastructure Repair w Adv. Exch.	$ 18,519.82	$ 19,075.42	$ 19,647.68	$ 20,237.11	$ 20,844.22	$ 21,469.55
ANNUAL TOTALS FOR OPTIONAL	**$ 43,424.24**	**$ 44,726.97**	**$ 46,068.78**	**$ 47,450.85**	**$ 48,874.37**	**$ 50,340.60**
TOTAL PACKAGE - Annual Pricing	**$ 98,557.75**	**$ 100,750.38**	**$ 103,008.82**	**$ 105,335.01**	**$ 107,730.96**	**$ 110,198.81**

TOTAL CONTRACT VALUE - TO BE INVOICED ANNUALLY PER SCHEDULE	**$ 625,581.73**

Multi-year Contract Equipment Covered includes 1 dispatch site; 10 MCC7500 OPs;3 CCGWs, 4 consolettes. This SA will include best effort repair for MTR2000 Base Stations and XTL consolettes, as this equipment is currently at end of life. This contract does NOT cover the NICE Recorder or the associated AIS and firewall.

SUAII entitles Jefferson County up to one system network upgrade in each eligible upgrade window, if and when a system release is available, per Section 1.2 of the SUAII SOW. All upgrades will correspond with scheduled upgrades for the WV SIRN System.

Cyber Addendum

Motorola Solutions Inc. ("**Motorola**") and the customer named in the Agreement to which this Cyber Addendum (the "**Addendum**") is attached ("**Customer**") hereby agree as follows:

Section 1. APPLICABILITY

1.1 This Addendum sets out terms applicable to Customer's purchase of cyber security services that are in addition to, and that may in some respects amend or supersede, terms in the Agreement pertaining to (i) Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, among other subscription services ("**Subscription Services**"),(ii) professional services ("**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**" has the meaning given to it in the DPA.

2.2 "**Customer Data**" has the meaning given to it in the DPA.

2.3 "**Data Processing Addendum**" or "**DPA**" means the Motorola Data Processing Addendum I applicable to processing of Customer Data for US customers, as updated, supplemented, or superseded from time to time. The DPA is attached to this Addendum and is incorporated into and made a part of this Addendum and the Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in this Addendum or the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA

2.4 "**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.

2.5 "**Motorola Data**" has the meaning given to it in the DPA.

2.6 "**Process**" or "**Processing**" has the meaning given to it in the DPA.

2.7 "**Service Use Data** has the meaning given to it in the DPA.

2.8 "**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) , and/or are respectively incorporated by reference, each of which will be governed by the terms and conditions of this Addendum. 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 Addendum. The Deliverables, if any, are more fully described in the Statements of Work.

2.9 "**Third-Party Data**" has the meaning given to it in the DPA.

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 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 Subscription Services or upon Motorola otherwise providing access to the Subscription 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 Deliverables and the Motorola Materials. Motorola grants Customer and Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Services and associated Deliverables solely for Customer's internal business purposes.

3.2.1 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.

3.2.2 In addition to terms set forth in this Addendum, certain components of the Subscription Services and the Motorola Materials may be governed by one or more third-party End User License Agreements ("**EULA**"), which include terms governing third-party software licensed to Motorola ("**Licensed Software**"), such as open source software, included in the Subscription Services and/or the Motorola Materials. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements. EULAs for the Licensed Software are linked through the proposal to which this Addendum is attached.

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 the DPA. The Parties agree that with regard to the Processing of personal information that may be part of Customer Data, Customer is the controller and Motorola is the processor, and Motorola may engage sub-processors pursuant to the provisions of the DPA.

3.5 Motorola Use of Customer Data. Notwithstanding any provision to the contrary in this Addendum or any related agreement, and except as may be provided to the contrary in the DPA, 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 Authorized Users. 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.

3.7 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. Except in instances of gross negligence in performing the Services, Motorola disclaims responsibility for costs incurred by Customer 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, inadequacies in or failure of Customer's network, 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 Services.

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 Motorola warrants that the Services will be performed in a professional and workmanlike manner and will conform in all material respects to the SOW(s). This warranty will be for a period of ninety (90) days following completion of the Services. If Motorola breaches this warranty, Customer's sole and exclusive remedy is to require Motorola to re-perform the non-conforming Services or to refund, on a pro-rata basis, the fees paid for the non-conforming Services. OTHER THAN THOSE WARRANTIES SET FORTH IN THIS SECTION 4, MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables for the Subscription Services 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.

4.5. 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 to Customer 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 SERVICES PROVIDED UNDER 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 SERVICES UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SERVICES, PROFESSIONAL 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 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.

6.1. 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**, 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.

6.2. 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.

6.3. 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.

6.4. Third-Party Beneficiaries. This 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:	Brian Gebhart	BY:	
NAME:	Brian Gebhart	NAME:	
TITLE:	Sr Mgr Regional Services, Mid-Atlantic	TITLE:	
DATE:	06/22/2023	DATE:	

Data Processing Addendum _US

This Data Processing Addendum, including its Schedules and Annexes ("DPA"), forms part of the Master Customer Agreement ("MCA" or "Agreement")) to reflect the parties' agreement with regard to the Processing of Customer Data, which may include Personal Data. In the event of a conflict between this DPA, the MCA or any Schedule, Annex or other addenda to the MCA, this DPA must prevail.

When Customer renews or purchases new Products or Services, the then-current DPA must apply and must not change during the applicable Term. When Motorola provides new features or supplements the Product or Service, Motorola may provide additional terms or make updates to this DPA that must apply to Customer's use of those new features or supplements.

1. Definitions.

All capitalized terms not defined herein must have the meaning set forth in the Agreement.

"Customer Data" means data including images, text, videos, and audio, that are provided to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users, through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, other than that portion comprised of Personal Information, or Third Party Data.

"Customer Contact Data" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including without limitation marketing, advertising, licensing, and sales purposes.

"Data Protection Laws" means all data protection laws and regulations applicable to a Party with respect to the Processing of Personal Data under the Agreement.

"Data Subjects" means the identified or identifiable person to whom Personal Data relates.

"Metadata" means data that describes other data.

"Motorola Data" means data owned by Motorola and made available to Customer in connection with the Products and Services.

"Personal Data" or **"Personal Information"** means any information relating to an identified or identifiable natural person transmitted to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users as part of Customer Data. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Process" or **"Processing"** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, 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.

"Security Incident" means an incident leading to the accidental or unlawful destruction, loss, alteration or disclosure of, or access to Customer Data, which may include Personal Data, while processed by Motorola.

"**Service Use Data**" means data generated about the use of the Products and Services through Customer's use or Motorola's support of the Products and Services, which may include Metadata, Personal Data, product performance and error information, activity logs, and date and time of use.

"Sub-processor" means other processors engaged by Motorola to Process Customer Data which may include Personal Data.

"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.

2. Processing of Customer Data

2.1. Roles of the Parties. The Parties agree that with regard to the Processing of Personal Data hereunder, Customer is the Controller and Motorola is the Processor who may engage Sub-processors pursuant to the requirements of **Section 6** entitled "Sub-processors" below.

2.2. Motorola's Processing of Customer Data. Motorola and Customer agree that Motorola may only use and Process Customer Data, including the Personal Information embedded in Service Use Data, in accordance with applicable law and Customer's documented instructions for the following purposes: (i) to perform Services and provide Products under the Agreement; (ii) analyze Customer Data to operate, maintain, manage, and improve Motorola products and services; and (iii) create new products and services. Customer agrees that its Agreement (including this DPA), along with the Product and Service Documentation and Customer's use and configuration of features in the Products and Services, 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 process for amending Customer's Agreement. 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. Customer Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Customer 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. Customer represents and warrants to Motorola that it has complied with the terms of this provision.

2.3. Details of Processing. The subject-matter of Processing of Personal Data by Motorola hereunder, the duration of the Processing, the categories of Data Subjects and types of Personal Data are set forth on **Annex I** to this DPA.

2.4. Disclosure of Processed Data. Motorola must not disclose to or share any Customer Data with any third party except to Motorola's sub-processors, suppliers and channel partners as necessary to provide the products and services unless permitted under this Agreement, authorized by Customer or required by law. In the event a government or supervisory authority demands access to Customer Data, to the extent allowable by law, Motorola must provide Customer with notice of receipt of the demand to provide sufficient time for Customer to seek appropriate relief in the relevant jurisdiction. In all circumstances, Motorola retains the right to comply with applicable law. Motorola must ensure that its personnel are subject to a duty of confidentiality, and will contractually obligate its sub-processors to a duty of confidentiality, with respect to the handling of Customer Data and any Personal Data contained in Service Use Data.

2.5. Customer's Obligations. Customer is solely responsible for its compliance with all Data Protection Laws and establishing and maintaining its own policies and procedures to ensure such compliance. Customer must not use the Products and Services in a manner that would violate applicable Data Protection Laws. Customer must have sole responsibility for (i) the lawfulness of any transfer of Personal Data to Motorola, (ii) the accuracy, quality, and legality of Personal Data provided to Motorola; (iii) the means by which Customer acquired Personal Data, and (iv) the provision of any required notices to, and obtaining any necessary acknowledgements, authorizations or consents from Data Subjects. Customer takes full responsibility to keep the amount of Personal Data provided to Motorola to the minimum necessary for Motorola to perform in accordance with the Agreement. Customer must be solely responsible for its compliance with applicable Data Protection Laws.

2.6. Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to Customer's failure to comply with its obligations under this Agreement and/or applicable Data Protection Laws. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

3. Service Use Data. Except to the extent that it is Personal Information, Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, provided that such purposes are compliant with applicable Data Protection Laws. Service Use Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors.

4. Third-Party Data and Motorola Data. Motorola Data and Third Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use the Motorola Data and Third Party Data as permitted by Motorola and the applicable third-party data provider, as described in the Agreement or applicable Addendum. Unless expressly permitted in the Agreement or applicable Addendum, Customer must not, and must ensure its Authorized Users must not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes or disclose the data to third parties; (b) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (c) use such data in violation of applicable laws ; (d) use such data for activities or purposes where reliance upon the data could lead to death, injury, or property damage; (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. Additional restrictions may be set forth in the Agreement or applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data must immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or the MCA. 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 Agreement, applicable law or by Motorola's agreement with the applicable Third Party Data provider. Upon termination of Customer's rights to use of any Motorola Data or Third-Party Data, Customer and all Authorized Users must immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola has no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

5. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a Controller it must comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement as each may be updated from time to time. Motorola holds all Customer Contact Data as a Controller and must 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 must enter into a separate addendum to the Agreement to allocate the respective roles as joint controllers.

6. Sub-processors.

6.1. Use of Sub-processors. Customer agrees that Motorola may engage Sub-processors who in turn may engage Sub-processors to Process Personal Data in accordance with the DPA. A current list of Sub-processors is set forth at **Annex III**. When engaging Sub-processors, Motorola must enter into agreements with the Sub-processors to bind them to obligations which are substantially similar or more stringent than those set out in this DPA.

6.2. Changes to Sub-processing. The Customer hereby consents to Motorola engaging Sub-processors to process Customer Data provided that: (i) Motorola must use its reasonable endeavours to provide at least 10 days' prior notice of the addition or removal of any Sub-processor, which may be given by posting details of such addition or removal at a URL provided to Customer in **Annex III**; (ii) Motorola imposes data protection terms on any Sub-processor it appoints that protect the Customer Data to the same standard provided for by this Addendum; and (iii) Motorola remains fully liable for any breach of this clause that is caused by an act, error or omission of its Sub-processor(s). The Customer may object to Motorola's appointment or replacement of a Sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Motorola will either appoint or replace the Sub-processor or, if in Motorola's discretion this is not feasible, the Customer may terminate this Agreement and receive a pro-rata refund of any prepaid service or support fees as full satisfaction of any claim arising out of such termination.

6.3. Data Subject Requests. Motorola must, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject, including without limitation requests for access to, correction, amendment, transport or deletion of such Data Subject's Personal Data and, to the extent applicable, Motorola must provide Customer with commercially reasonable cooperation and assistance in relation to any complaint, notice, or communication from a Data Subject. Customer must respond to and resolve promptly all requests from Data Subjects which Motorola provides to Customer. Customer must be responsible for any reasonable costs arising from Motorola's provision of such assistance under this Section.

7. Data Transfers

Motorola agrees that it must not make transfers of Personal Data under this Agreement from one jurisdiction to another unless such transfers are performed in compliance with this Addendum and applicable Data Protection Laws. Motorola agrees to enter into appropriate agreements with its affiliates and Sub-processors, which will permit Motorola to transfer Personal Data to its affiliates and Sub-processors. Motorola agrees to amend as necessary its agreement with Customer to permit transfer of Personal Data from Motorola to Customer. Motorola also agrees to assist the Customer in entering into agreements with its affiliates and Sub-processors if required by applicable Data Protection Laws for necessary transfers.

8. Security. Motorola must implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk posed by the Processing of Personal Data, taking into account the costs of implementation; the nature, scope, context, and purposes of the Processing; and the risk of varying likelihood and severity of harm to the data subjects. The appropriate technical and organizational measures implemented by Motorola are set forth in **Annex III**. In assessing the appropriate level of security, Motorola must weigh the risks presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise Processed.

9. Security Incident Notification. If Motorola becomes aware of a Security Incident, then Motorola must (i) notify Customer of the Security Incident without undue delay, (ii) investigate the Security Incident and apprise Customer of the details of the Security Incident and (iii) take commercially reasonable steps to stop any ongoing loss of Personal Data due to the Security Incident if in the control of Motorola. Notification of a Security Incident must not be construed as an acknowledgement or admission by Motorola of any fault or liability in connection with the Security Incident. Motorola must make reasonable efforts to assist Customer in fulfilling Customer's obligations under Data Protection Laws to notify the relevant supervisory authority and Data Subjects about such incident.

10. Data Retention and Deletion.

Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola must delete all Customer Data no later than ninety (90) days following termination or expiration of the MCA or the applicable Addendum or Ordering Document unless otherwise required to comply with applicable law.

11. Audit Rights

11.1 Periodic Audit. Motorola will allow Customer to perform an audit of reasonable scope and duration of Motorola operations relevant to the Products and Services purchased under the Agreement, at Customer's sole expense, for verification of compliance with the technical and organizational measures set forth in **Annex II** if (i) Motorola notifies Customer of a Security Incident that results in actual compromise to the Products and/or Services purchased; or (ii) if Customer reasonably believes Motorola is not in compliance with its security commitments under this DPA, or (iii) if such audit is legally required by the Data Protection Laws. Any audit must be conducted in accordance with the procedures set forth in **Section 11.3** of this DPA and may not be conducted more than one time per year. If any such audit requires access to confidential information of Motorola's other customers, suppliers or agents, such portion of the audit may only be conducted by Customer's nationally recognized independent third party auditors in accordance with the procedures set forth in **Section 11.3** of this DPA. Unless mandated by GDPR or otherwise mandated by law or court order, no audits are allowed within a data center for security

and compliance reasons. Motorola must, in no circumstances, provide Customer with the ability to audit any portion of its software, products, and services which would be reasonably expected to compromise the confidentiality of any third party's information or Personal Data.

11.2 Satisfaction of Audit Request. Upon receipt of a written request to audit, and subject to Customer's agreement, Motorola may satisfy such audit request by providing Customer with a confidential copy of a Motorola's applicable most recent third party security review performed by a nationally recognized independent third party auditor, such as a SOC2 Type II report or ISO 27001 certification, in order that Customer may reasonably verify Motorola's compliance with national standards.

11.3 Audit Process. Customer must provide at least sixty days (60) days prior written notice to Motorola of a request to conduct the audit described in **Section 11.1**. All audits must be conducted during normal business hours, at applicable locations or remotely, as designated by Motorola. Audit locations, if not remote will generally be those location(s) where Customer Data is accessed, or Processed. The audit must not unreasonably interfere with Motorola's day to day operations. An audit must be conducted at Customer's sole cost and expense and subject to the terms of the confidentiality obligations set forth in the Agreement. Before the commencement of any such audit, Motorola and Customer must mutually agree upon the time, and duration of the audit. Motorola must provide reasonable cooperation with the audit, including providing the appointed auditor a right to review, but not copy, Motorola security information or materials provided such auditor has executed an appropriate non-disclosure agreement. Motorola's policy is to share methodology and executive summary information, not raw data or private information. Customer must, at no charge, provide to Motorola a full copy of all findings of the audit.

12. Regulation Specific Terms

12.1. HIPAA Business Associate. If Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data as those terms are defined in 45 CFR § 160.103, execution of the MCA includes execution of the Motorola HIPAA Business Associate Agreement Addendum ("BAA"). Customer may opt out of the BAA by sending the following information to Motorola in a written notice under the terms of the Customer's Agreement: "Customer and Motorola agree that no Business Associate Agreement is required. Motorola is not a Business Associate of Customer's, and Customer agrees that it will not share or provide access to Protected Health Information to Motorola or Motorola's subprocessors."

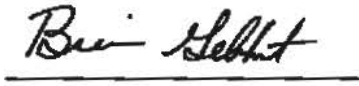
12.2. FERPA. If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), apply, Motorola acknowledges that for the purposes of the DPA, Motorola is a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Motorola agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Customer understands that Motorola may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer must be responsible for obtaining any parental consent for any end user's use of the Online Service that may be required by applicable law and to convey notification on behalf of Motorola to students (or, with respect to a student under 18 years of age and not in attendance at a post-secondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Motorola's possession as may be required under applicable law.

12.3. CJIS. Motorola agrees to support the Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy and must comply with the terms of the CJIS Security Addendum for the Term of this Agreement and such CJIS Security Addendum is incorporated herein by reference. Customer hereby consents to allow Motorola "screened" personnel as defined by the CJIS Security Policy to serve as an authorized "escort" within the meaning of CJIS Security Policy for escorting unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Tier 3 support (e.g. troubleshooting or development resources). In the event Customer requires access to Service Use Data for its compliance with the CJIS Security Policy, Motorola must make such access available following Customer's request. Notwithstanding the foregoing, in the event the MCA or applicable Ordering Document terminates, Motorola must carry out deletion of Customer Data in compliance with Section 10 herein and may likewise delete Service Use Data within the

time frame specified therein. To the extent Customer objects to deletion of its Customer Data or Service Use Data and seeks retention for a longer period, it must provide written notice to Motorola prior to expiration of the 30 day period for data retention to arrange return of the Customer Data and retention of the Service Use Data for a specified longer period of time.

12.4. CCPA / CPRA. If Motorola is Processing Personal Data within the scope of the California Consumer Protection Act ("CCPA") and/or the California Privacy Rights Act ("CPRA") (collectively referred to as the "California Privacy Acts"), Customer acknowledges that Motorola is a "Service Provider" within the meaning of California Privacy Acts. Motorola must process Customer Data and Personal Data on behalf of Customer and, not retain, use, or disclose that data for any purpose other than for the purposes set out in this DPA and as permitted under the California Privacy Acts, including under any "sale" exemption. In no event will Motorola sell any such data, nor will M. If a California Privacy Act applies, Personal Data must also include any data identified with the California Privacy Act or Act's definition of personal data. Motorola shall provide Customer with notice should it determine that it can no longer meet its obligations under the California Privacy Acts, and the parties agree that, if appropriate and reasonable, Customer may take steps necessary to stop and remediate unauthorized use of the impacted Personal Data.

12.5 **CPA, CTDPA, VCDPA.** If Motorola is Processing Personal Data within the scope of the Colorado Privacy Rights Act ("CPA"), the Connecticut Data Privacy Act ("CTDPA"), or the Virginia Consumer Data Protection Act ("VCDPA") Motorola will comply with its obligations under the applicable legislation, and shall make available to Customer all information in its possession necessary to demonstrate compliance with obligations in accordance with such legislation. **Motorola Contact.** If Customer believes that Motorola is not adhering to its privacy or security obligations hereunder, Customer must contact the Motorola Data Protection Officer at Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL USA 90661-3618 or at privacy1@motorolasolutions.com.

Motorola Solutions, Inc.:		**Customer:**	
BY:		BY:	
NAME:	Brian Gebhart	NAME:	Stephen Stolipher
TITLE:	Sr Mgr Regional Services, Mid-Atlantic	TITLE:	President of the Commission
DATE:	06/22/2023	DATE:	10/5/2023

ANNEX I

A. LIST OF PARTIES

Data exporter(s): [*Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. **Name**: Customer

   Role (controller/processor): Controller

2. **Data importer(s):** [*Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: Motorola Solutions, Inc.

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer. Motorola acknowledges that, depending on Customer's use of the Online Service, Customer may elect to include personal data from any of the following types of data subjects in the Customer Data:

- Employees, contractors, and temporary workers (current, former, prospective) of data exporter;
- Dependents of the above;
- Data exporter's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);
- Users (e.g., customers, clients, patients, visitors, etc.) and other data subjects that are users of data exporter's services;
- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of the data exporter and/or use communication tools such as apps and websites provided by the data exporter;
- Stakeholders or individuals who passively interact with data exporter (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the data exporter);
- Minors; or
- Professionals with professional privilege (e.g., doctors, lawyers, notaries, religious workers, etc.).

Categories of personal data transferred

Customer's use of the Products and Services, Customer may elect to include personal data from any of the following categories in the Customer Data:

- Basic personal data (for example place of birth, street name, and house number (address), Agreemental code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;

- Authentication data (for example user name, password or PIN code, security question, audit trail);
- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);
- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);
- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);
- Photos, video, and audio;
- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or anti-social behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location, and organizations);
- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);
- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offences); or
- Any other personal data identified under applicable law or regulation.

Sensitive data transferred *(if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

The frequency of the transfer *(e.g. whether the data is transferred on a one-off or continuous basis).*
Data may be transferred on a continuous basis during the term of the MCA or other agreement to which this DPA applies.

Nature of the processing
The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

Purpose(s) of the data transfer and further processing
The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

The period for which the personal data will be retained, *or, if that is not possible, the criteria used to determine that period*
Data retention is governed by Section 10 of this Data Processing Addendum

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing
Transfers to sub-processors will only be for carrying out the performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities. In accordance with the DPA, the data exporter agrees the data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such sub-processors must be permitted to obtain Customer Data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

ANNEX II

TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Measures of pseudonymization and encryption of personal data

Where technically feasible and when not impacting services provided:

- We minimize the data we collect to information we believe is necessary to communicate, provide, and support products and services and information necessary to comply with legal obligations.
- We encrypt in transit and at rest.
- We pseudonymize and limit administrative accounts that have access to reverse pseudonymization.

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

In order to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services, Motorola Solutions Information Protection policy mandates the institutionalization of information protection throughout solution development and operational lifecycles. Motorola Solutions maintains dedicated security teams for its internal information security and its products and services. Its security practices and policies are integral to its business and mandatory for all Motorola Solutions employees and contractors The Motorola Chief Information Security Officer maintains responsibility and executive oversight for such policies, including formal governance, revision management, personnel education and compliance. Motorola Solutions generally aligns to the NIST Cybersecurity Framework as well as ISO 27001.

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Security Incident Procedures Motorola Solutions maintains a global incident response plan to address any physical or technical incident in an expeditious manner. Motorola maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. For each security breach that is a Security Incident, notification will be made in accordance with the Security Incident Notification section of this DPA.

Business Continuity and Disaster Preparedness Motorola maintains business continuity and disaster preparedness plans for critical functions and systems within Motorola's control that support the Products and Services purchased under the Agreement in order to avoid services disruptions and minimize recovery risks.

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing

Motorola periodically evaluates its processes and systems to ensure continued compliance with obligations imposed by law, regulation or contract with respect to the confidentiality, integrity, availability, and security of Customer Data, including personal information. Motorola documents the results of these evaluations and any remediation activities taken in response to such evaluations. Motorola periodically has third party assessments performed against applicable industry standards, such as ISO 27001, 27017, 27018 and 27701.

Measures for user identification and authorization

Identification and Authentication. Motorola uses industry standard practices to identify and authenticate users who attempt to access Motorola information systems. Where authentication mechanisms are based on passwords, Motorola requires that the passwords are at least eight characters long and are

changed regularly. Motorola uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.

Access Policy and Administration.. Motorola maintains a record of security privileges of individuals having access to Customer Data, including personal information. Motorola maintains appropriate processes for requesting, approving and administering accounts and access privileges in connection with the Processing of Customer Data. Only authorized personnel may grant, alter or cancel authorized access to data and resources. Where an individual has access to systems containing Customer Data, the individuals are assigned separate, unique identifiers. Motorola deactivates authentication credentials on a periodic basis.

Measures for the protection of data during transmission
Data is generally encrypted during transmission within the Motorola managed environments. Encryption in transit is also generally required of any sub-processors. Further, protection of data in transit is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

Measures for the protection of data during storage
Data is generally encrypted during storage within the Motorola managed environments. Encryption in storage is also generally required of any sub-processors. Further, protection of data in storage is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

Measures for ensuring physical security of locations at which personal data are processed
Motorola maintains appropriate physical and environment security controls to prevent unauthorized access to Customer Data, including personal information. This includes appropriate physical entry controls to Motorola facilities such as card-controlled entry points, and a staffed reception desk to protect against unauthorized entry. Access to controlled areas within a facility will be limited by job role and subject to authorized approval. Use of an access badge to enter a controlled area will be logged and such logs will be retained in accordance with Motorola policy. Motorola revokes personnel access to Motorola facilities and controlled areas upon separation of employment in accordance with Motorola policies. Motorola policies impose industry standard workstation, device and media controls designed to further protect Customer Data, including personal information.

Measures for ensuring personnel security
Access to Customer Data. Motorola maintains processes for authorizing and supervising its employees, and contractors with respect to monitoring access to Customer Data. Motorola requires its employees, contractors and agents who have, or may be expected to have, access to Customer Data to comply with the provisions of the Agreement, including this Annex and any other applicable agreements binding upon Motorola.

Security and Privacy Awareness. Motorola must ensure that its employees and contractors remain aware of industry standard security and privacy practices, and their responsibilities for protecting Customer Data and Personal Data. This must include, but not be limited to, protection against malicious software, password protection, and management, and use of workstations and computer system accounts. Motorola requires periodic Information security training, privacy training, and business ethics training for all employees and contract resources

Sanction Policy. Motorola maintains a sanction policy to address violations of Motorola's internal security requirements as well as those imposed by law, regulation, or contract.

Background Checks. Motorola follows its standard mandatory employment verification requirements for all new hires. In accordance with Motorola internal policy, these requirements must be periodically reviewed and include, but may not be limited to, criminal background checks, proof of identity validation and any additional checks as deemed necessary by Motorola.

Measures for ensuring events logging

Protection, and Response. Motorola assesses organization's effectiveness annually via external assessors who report and share the assessment findings with Motorola Audit Services who tracks any identified remediations. For more information, please see the Motorola Trust Center at https://www.motorolasolutions.com/en_us/about/trust-center/security.html

Measures for certification/assurance of processes and products

Motorola performs internal Secure Application Review and Secure Design Review security audits and Production Readiness Review security readiness reviews prior to service release. Where appropriate, privacy assessments are performed for Motorola's products and services. A risk register is created as a result of internal audits with assignments tasked to appropriate personnel. Security audits are performed annually with additional audits as needed. Additional privacy assessments, including updated data maps, occur when material changes are made to the products or services. Further, Motorola Solution has achieved AICPA SOC2 Type 2 reporting and ISO/IEC 27001:2013 certification for many of its development and support operations.

Measures for ensuring data minimization

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires data minimization. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as data minimization.

Measures for ensuring data quality

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires ensuring the quality and accuracy of data. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as ensuring data quality.

Measures for ensuring limited data retention

Motorola Solutions maintains a data retention policy that provides a retention schedule outlining storage periods for personal data. The schedule is based on business needs and provides sufficient information to identify all records and to implement disposal decisions in line with the schedule. The policy is periodically reviewed and updated.

Measures for ensuring accountability

To ensure compliance with the principle of accountability, Motorola Solutions maintains a Privacy Program which generally aligns its activities to both the Nymity Privacy Management and Accountability Framework and NIST Privacy Framework. The Privacy Program is audited annually by Motorola Solutions Audit Services.

Measures for allowing data portability and ensuring erasure

When subject to a data subject request to move, copy or transfer their personal data, Motorola Solutions will provide personal data to the Controller in a structured, commonly used and machine readable format. Where possible and if the Controller requests it, Motorola Solutions can directly transmit the personal information to another organization.

For transfers to (sub-) processors

If, in the course of providing products and services under the MCA, Motorola Solutions transfers information containing personal data to third parties, said third parties will be subjected to a security assessment and bound by obligations substantially similar, but at least as stringent, as those included in this DPA.

ANNEX III

LIST OF SUB-PROCESSORS

EXPLANATORY NOTE:

This Annex must be completed in case of the specific authorization of sub-processors. The controller has authorized the use of one or more of the following sub-processors:

1. Microsoft
2. Amazon
3. PagerDuty Inc
4. SalesForce
5. Twilio
6. Neustar
7. Google
8. VMWare
9. CrowdStrike
10. Palo Alto
11. AT&T
12. Okta
13. Cisco
14. Sophos
15. Tenable
16. Corelight

MOTOROLA SOLUTIONS

Exhibit C

PRICING AND ANNUAL PAYMENT SCHEDULE for Jefferson County:

This contract provides the following services, to correspond with WV SIEC Motorola Direct Connect Consoles Policy (https://sirn.wv.gov/governance/Documents/Motorola%20Direct%20Connect%20Consoles.pdf). Pricing is based on a multi-year contract for a six-year term, payable monthly based on the following annual schedule.

For Lifecycle Support plan and subscription based services, Motorola will invoice the customer in advance of each year in the plan. No Purchase Order is required - Customer affirms that signature on this contract document is the only notice to proceed required.

Multi-Year Pricing: (Multi-year contract is required)

Contract term Start:	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027	10/1/2028
Contract Term End:	9/30/2024	9/30/2025	9/30/2026	9/30/2027	9/30/2028	9/30/2029
SERVICES	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
WV SIRN Required Services:						
* Remote Technical Support	$ 1,143.44	$ 1,177.74	$ 1,213.08	$ 1,249.47	$ 1,286.95	$ 1,325.56
* Security Monitoring/MDR	$ 10,200.00	$ 10,506.00	$ 10,821.18	$ 11,145.82	$ 11,480.19	$ 11,824.60
* Security Update Service	$ 13,645.30	$ 14,054.65	$ 14,476.29	$ 14,910.58	$ 15,357.90	$ 15,818.64
* RSUS	$ 2,520.22	$ 2,595.82	$ 2,673.70	$ 2,753.91	$ 2,836.53	$ 2,921.62
* SUA II Lifecycle	$ 27,624.55	$ 27,689.20	$ 27,755.79	$ 27,824.38	$ 27,895.02	$ 27,967.79
ANNUAL TOTALS FOR SIRN REQUIRED	**$ 55,133.51**	**$ 56,023.41**	**$ 56,940.04**	**$ 57,884.16**	**$ 58,856.59**	**$ 59,858.21**
Current Purchased Services (USC000005783)						
* Onsite Infrastructure Response	$ 20,863.41	$ 21,489.31	$ 22,133.99	$ 22,798.01	$ 23,481.95	$ 24,186.41
* Annual Preventative Maintenance	$ 4,041.01	$ 4,162.24	$ 4,287.11	$ 4,415.73	$ 4,548.20	$ 4,684.64
* Infrastructure Repair w Adv. Exch.	$ 18,519.82	$ 19,075.42	$ 19,647.68	$ 20,237.11	$ 20,844.22	$ 21,469.55
ANNUAL TOTALS FOR OPTIONAL	**$ 43,424.24**	**$ 44,726.97**	**$ 46,068.78**	**$ 47,450.85**	**$ 48,874.37**	**$ 50,340.60**
TOTAL PACKAGE - Annual Pricing	**$ 98,557.75**	**$ 100,750.38**	**$ 103,008.82**	**$ 105,335.01**	**$ 107,730.96**	**$ 110,198.81**

TOTAL CONTRACT VALUE - TO BE INVOICED ANNUALLY PER SCHEDULE	**$ 625,581.73**

Multi-year Contract Equipment Covered includes 1 dispatch site; 10 MCC7500 OPs;3 CCGWs, 4 consolettes. This SA will include best effort repair for MTR2000 Base Stations and XTL consolettes, as this equipment is currently at end of life. This contract does NOT cover the NICE Recorder or the associated AIS and firewall.

SUAII entitles Jefferson County up to one system network upgrade in each eligible upgrade window, if and when a system release is available, per Section 1.2 of the SUAII SOW. All upgrades will correspond with scheduled upgrades for the WV SIRN System.

AGENDA REQUEST FORM

www.jeffersoncountywv.org

Name: **Jeffrey Polczynski, Director of Communications**

Department or Organization: **Emergency Communications Center – Dept 712**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **10/19/2023**
If a specific date is needed, please provide reason for specific date: ***Onboarding experienced and qualified candidate***

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Appointment Request – Public Safety Dispatcher**

Please provide the County Commission with a description of your request or presentation, including any background information:

The Emergency Communications Center requests that The Commission approve the employment of Public Safety Dispatcher candidate Amanda Miller. Ms. Miller comes to Jefferson County with over seven years of experience as a dispatcher and certified communications training officer in Montgomery County MD. She has certifications for EPD/EFD/EMD and is recommended to an abbreviated Academy to go straight into the ECC. The salary offered to Ms. Miller is $27.8846/hour $58,000/year.

Is this a funding request? Y/N
If so, how much? $
Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

"Motion to approve the employment of Amanda Miller as a Public Safety Dispatcher in the Emergency Communications Center for a salary of $27.8846 per hour which equates to $58,000 year base.

Attach supporting documents for request, or request may be denied.
If not attached, explain:

Is equipment needed? Projector Y/N Internet/Wi Fi Y/N. Telephone for conference call Y/N

Contact information: **Jeffrey Polczynski**
Email address: jpolczynski@jeffersoncountywv.org Phone Number: 304-728-3317

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

AGENDA REQUEST FORM

www.jeffersoncountywv.org

Name: **Jeffrey Polczynski, Director of Communications**

Department or Organization: **Emergency Communications Center – Dept 712**

Estimation of amount of time needed for appointment: **10 minutes**

Date Requested – 1st Choice: **November 2, 2023**
If a specific date is needed, please provide reason for specific date: ***Timing in regards to onboarding of employees and coordinating the start of a dispatch academy class***

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Appointment Request – Full Time Public Safety Dispatchers (Trainee)**

Please provide the County Commission with a description of your request or presentation, including any background information:

The purpose of this agenda item is to request permission to appoint five individuals to fill vacancies in the staffing at the Emergency Communications Center. These five will begin Dispatch Academy near the last week of November 2023 and will attend academy through January 2024.

Brief history of employees hired in 2023 - The ECC has onboarded eight (8) PSD's in 2023. Six of the eight have left employment. The following are details:

1. **Dominick Vaillancourt – 2 discipline trained and no notice resignation - called in from New Hampshire**
2. **Brittany Moore – No notice resignation – failure to show/stopped coming to work**
3. **Robert Smith – Resigned after two weeks in the dispatch academy**
4. **Amanda Carroll – Finished 8-week dispatch academy, deployed to floor and resigned after one shift**
5. **Steffanie Michael – Failure to show/stopped coming to work – no notice and no communication from employee**
6. **Anthony Cole – Probationary release from training; NRT**
7. **Jade Warner – Currently in training**
8. **Matthew Buchwitz – 2 discipline trained and working midshift**

The ECC lost trainer Jessica Ashley to Loudoun County Sheriff's Office dispatch at the beginning of the year. The ECC has received indication that veteran PSD Staci Hovermale will be retiring from the ECC in January 2024.

In calendar year 2023, the ECC has onboarded eight (8) candidates but only two (2) remain. The ECC currently has 8 vacancies to authorized staffing, with an additional 5 vacancies in overfill. The hiring of these five, along with the appointment of candidate Amanda Miller fills six of the eight authorized staffing vacancies. The ECC continues to encourage applications and testing for candidates to fill the remaining vacancies

Is this a funding request? Y/**N**
If so, how much? $
Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

"Motion to approve the appointment of the following individuals as Public Safety Dispatcher (Trainee) at the hourly rate noted for each, the training incentive signing bonus of $2,000 and the post-training salary increase upon completion of training"

1. ***Bobbi Keller- $23.3963/hour; $48,664.35***
2. ***Robin Kennedy - $25.0341/hour; $52,070.85 (8 years of experience and former Dispatch Center Supervisor)***
3. ***John Lindstrom - $24.5661/hour; $51,097.57 (holds BS & MS in Criminology from St. Vincent College)***
4. ***Jeaneen Holman - $23.3963/hour; $48,664.35***
5. ***Mary Wilt - $23.3963/hour; $48,664.35***

Attach supporting documents for request, or request may be denied.
If not attached, explain:

Is equipment needed? Projector Y/N Internet/Wi Fi Y/N. Telephone for conference call Y/N

Contact information: **Jeffrey Polczynski**
Email address: jpolczynski@jeffersoncountywv.org Phone Number: 304-728-3317

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

Name: Mike Sine

Department or Organization: Emergency Services Agency

Commission Meeting Date: 10/05/2023

Special Meeting Date (if necessary):

Subject (*wording to be placed on agenda*):

1) New Hires 2 PT and 1 FT Personnel 2) Move/Transfer 2 existing PT personnel to FT
3) Discussion SFD Ambulance 4) Update on service delivery related to road construction
5) Update on new ambulance and related projects

Please provide a description of your request or presentation, including any background information:

See additional page(s)

Type of Request: (Funding/Hiring): Hiring

Funding/Salary/Hourly Amount: See additional page

Name of Hire (if Applicable): See additional page

Grade/Step/Hours (PT/FT): See additional page

Start Date (beginning of pay period): See additional page

Post Probationary Increase (If applicable): See additional page

Any Additional Conditions of Employment or Funding Comments:

See additional page

Recommended Motion (*type out wording of the motion you would like the Commission to approve*):

See additional page

Attach supporting documents for request, or request may be denied.
If not attached, explain:

Is equipment needed? ☐ Projector ☐ Internet/Wi Fi: ☐ Conference/Video ☑ No

Contact Information: Mike Sine Phone Number: `3047283287
Email Address: msine@jcesa.org

JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

Additional Comments Page:

-Move to approve transfer of Daniel Bender from part-time FF/EMT I to full-time FF/EMT I. This will be effective 10/01/2023. His rate will remain $19.67/hr. Upon completion of the introductory period and meeting the requirements of AP1060 he will receive a promotion to FF/EMT II with a new pay rate of $20.16/hr to be effective 12/03/2023.

-Move to approve transfer of Darley Thomas-Phillips from part-time FF/EMT I to full-time FF/EMT I. This will be effective 10/01/2023. Her rate will remain $19.67/hr. Upon completion of the introductory period and meeting the requirements of AP1060 she will receive a promotion to FF/EMT II with a new pay rate of $20.16/hr to be effective 12/03/2023.

-Move to hire McKenzie Pattison as a part-time FF/AEMT I @ $21.28/hr effective 10/22/2023. Upon completion of the introductory period and meeting the requirements of AP1060 she will receive a promotion to FF/AEMT II with a new pay rate of $21.81/hr to be effective 4/21/2024

-Move to hire Daniel Bohon II as a part-time FF/Paramedic I @ $25.00/hr effective 10/22/2023. Upon completion of the introductory period and meeting the requirements of AP1060 he will receive a promotion to FF/Paramedic II to be effective 4/21/2024.

-Move to hire Robert Roberts Jr. as a full-time FF/Paramedic I @ $25.00/hr effective 10/22/2023. Upon completion of the introductory period and meeting the requirements of AP1060 he will receive a promotion to FF/Paramedic II to be effective 4/21/2024.

JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

Name: Luke Seigfried, County Planner

Department or Organization: Engineering, Planning, and Zoning

Commission Meeting Date: November 2nd, 2023

Special Meeting Date (if necessary):

Subject (*wording to be placed on agenda*):

Quarterly status report of the 2045 Comprehensive Plan Update.

Please provide a description of your request or presentation, including any background information:

The Envisioning Jefferson in 2045 Public Survey is now open and will be open until November 20th. This short survey takes five to seven minutes to complete and is about what we want to see in the community. The next Public Input Meeting will be on January 23rd from 7 to 9 p.m. at Jefferson High School. Planning Commission is now working on drafting the text and Action Items of the Comprehensive Plan.

Type of Request: (Funding/Hiring):

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Recommended Motion (*type out wording of the motion you would like the Commission to approve*):

Attach supporting documents for request, or request may be denied.
If not attached, explain:

Is equipment needed? ☐ Projector ☐ Internet/Wi Fi: ☐ Conference/Video ☑ No

Contact Information: Phone Number:
Email Address:

JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

Additional Comments Page:

WHAT WE HEARD FROM THE COMMUNITY

NO HEAVY INDUSTRY

Preserving the health of the community means no new heavy industry and a focus on service based jobs in the County.

COUNTY GROWTH

The region is growing and to prevent sprawl the Comprehensive Plan needs to be followed and impact fees need to be raised.

NATURAL BEAUTY

From its historic landmarks to beautiful open spaces, Jefferson County lives up to the moniker, "Almost Heaven."

FIRST PUBLIC INPUT MEETING

INFRASTRUCTURE

Quality infrastructure is not keeping pace with the new development in Jefferson County

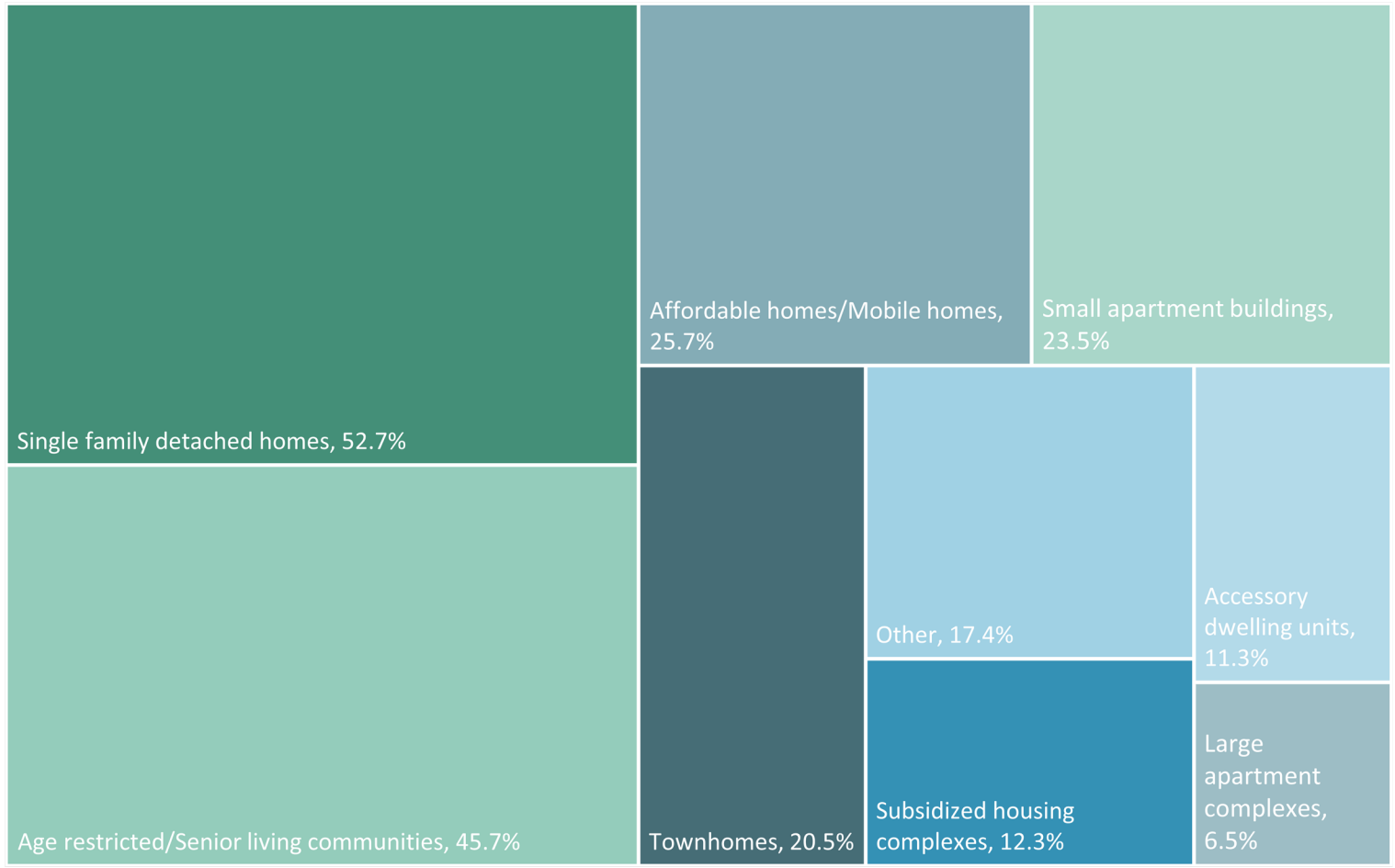
2045 COMPREHENSIVE PLAN UPDATE

SUMMARY OF THE GOALS AND OBJECTIVES PUBLIC SURVEY

As part of the 2045 Comprehensive Plan Update, Planning Commission has hosted several public outreach events to get input from the community. Public outreach is critical in writing a Comprehensive Plan to both gather information from the community, allow a forum for input, and create buy in to the plan. The First Public Input Meeting was on June 5th and was attended by 43 community members in person to provide comment on key issues in the County. The Goals and Objectives Public Survey was next and was open from June 21st until July 21st. By the end of the survey there were 1,158 respondents. The purpose of both of these events and upcoming events is to draft Goals and Objectives for the Comprehensive Plan.

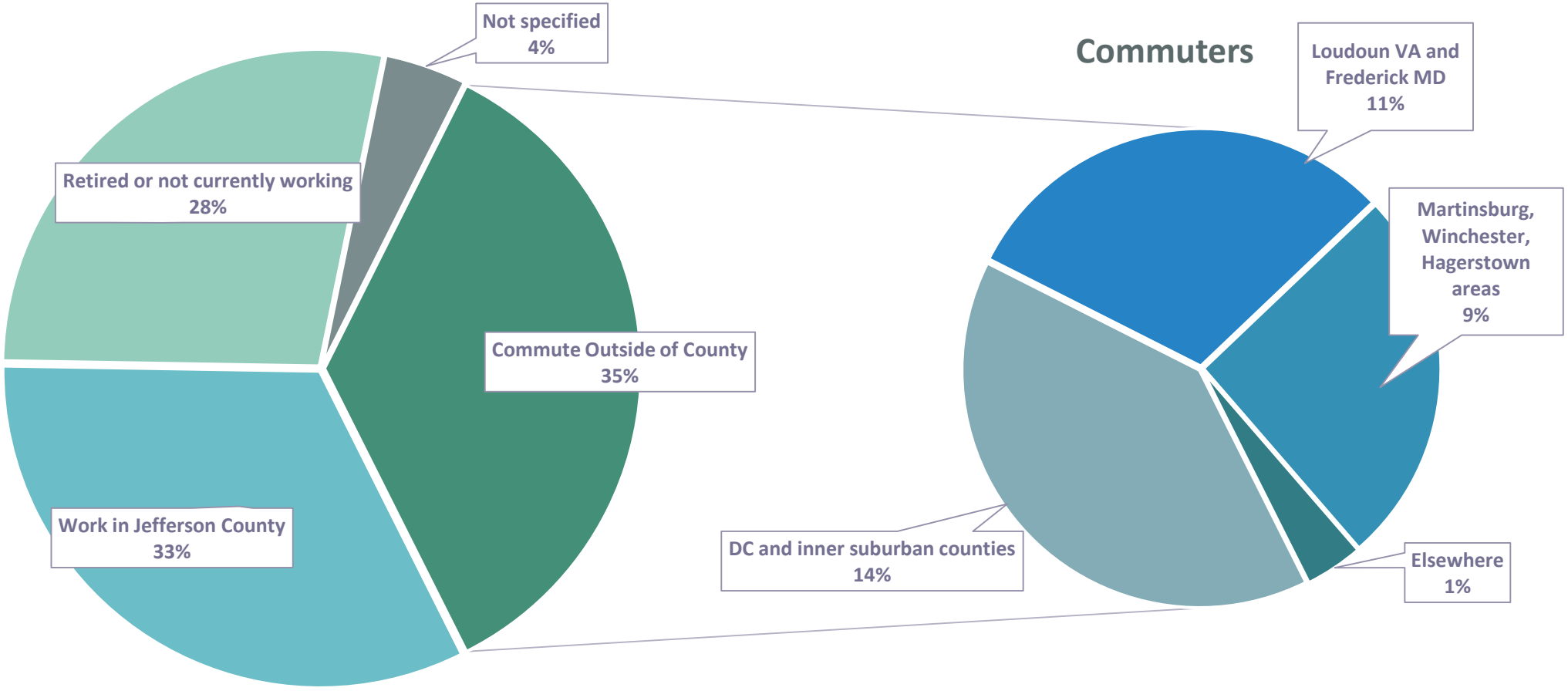
Key findings are presented below from both the First Public Input Meeting and the Goals and Objectives Public Survey. These are summaries of the gathered responses including three open response questions from the Goals and Objectives Survey.

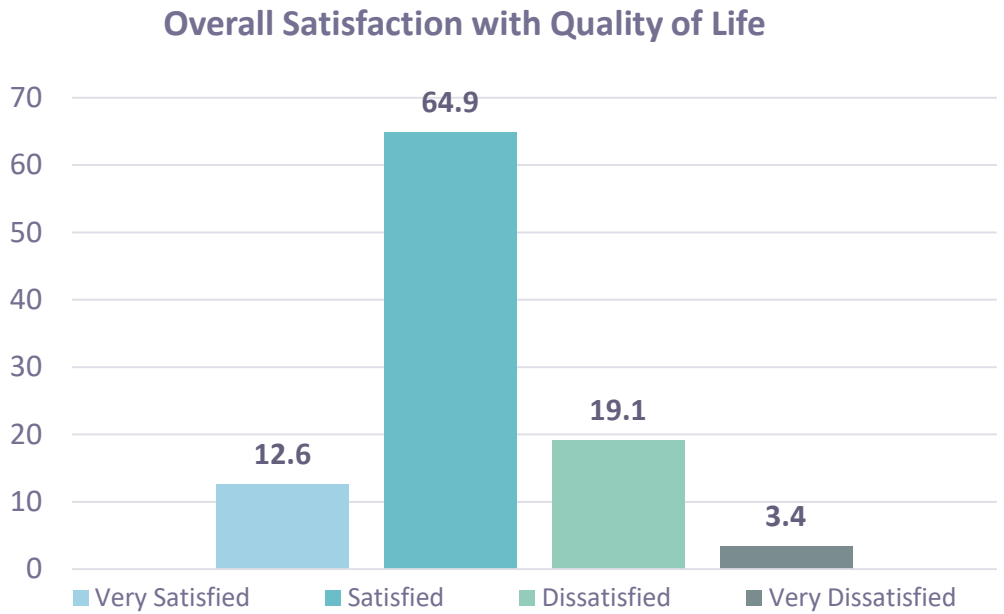
Housing



When asked what type of new housing should be seen in the County, respondents were able to select up to three choices. Fifty two percent of respondents prefer to see single family detached houses as new development. Age in place communities had the next most interest with forty six percent of respondents preferring their development. Around a fourth of respondents also mentioned some degree of denser developments including townhomes, small apartment buildings, and affordable homes.

A little more then a third of respondents commute to work outside of Jefferson County, heading to the District of Columbia, inner suburban counties around DC, and counties bordering Jefferson County.





Percent Very Satisfied or Satisfied = 77.5%
National Average of Very Satisfied or Satisfied = 80%

The overall satisfaction with the quality of life in Jefferson County sits around the national average with seventy eight percent of respondents being Very Satisfied or Satisfied.

Respondents were most interested in actively protecting the watersheds in Jefferson County while retaining the rural and small town character and not developing agricultural land into commercial growth. Affordable housing also saw generally favorable results.

Do you agree or disagree with the statements below?	Score
A community should have low income and affordable housing.	2.75
It is important for teachers, 1st responders, and nurses to live in the county they work in.	2.95
Jefferson County is a good place from which to commute to work.	2.37
It is important to have access to public transit to and from DC, such as the MARC train.	3.24
The county should develop a new business park to attract new commercial and/or industrial opportunities.	1.45
The rural and small town character of the county is important.	3.57
Agricultural land should be developed for non-agricultural commercial growth.	0.66
Jefferson should actively protect the health of the watersheds in the county.	3.72

Strongly Disagree = 0	Disagree = 1	Neutral = 2	Agree = 3	Strongly Agree = 4

ARE THERE ANY SPECIFIC CHANGES THAT HAVE TAKEN PLAN IN JEFFERSON COUNTY IN THE LAST 20 YEARS THAT YOU HAVE **NOT LIKED**?



POOR INFRASTRUCTURE DEVELOPMENT

Residents expressed worry over the new housing developments without adequate services including increasing traffic, access to utilities, and space in schools.

Comments included an interest in stopping sprawl and Jefferson County not duplicating the development patterns of neighboring counties.



EXPANSION OF HEAVY INDUSTRY

Opposition to heavy industry highlighted quality of life, environmental, and health concerns for residents of the county.

Rockwool in particular was cited as a problem in the county.



LOSS OF OPEN SPACE

Preserving traditional farmland and historic sites in the county was a significant theme among respondents.

Solar farms were also mentioned as replacing open spaces and reducing scenic views.



LACK OF LOCAL GOVERNMENT TRANSPERENCY

Residents voiced their concern over the lack of transparency in government decisions and decried poor planning regarding growth in the county.

Reduction in impact fees was also cited as a problem in light of development in the community.



HOUSING IN THE COMMUNITY

Negative housing changes include complaints about residential growth in general, resentment specifically of new townhouses, poor aesthetics of new housing, and lack of affordable housing.

The effect of tourism and short term rentals also were cited as detrimental to the community.

GOALS AND OBJECTIVES SURVEY RESPONSES

ARE THERE ANY SPECIFIC CHANGES THAT HAVE TAKEN PLAN IN JEFFERSON COUNTY IN THE LAST 20 YEARS THAT YOU HAVE **LIKED**?



COMMUNITY DEVELOPMENT

Community improvements such as wider access to broadband internet, new medical facilities, and the Agricultural Innovation Center at Shepherd University were noted as high points.

The expansion of Route 9 and other road improvements were mentioned as positive infrastructure development.



NEW BUSINESSES

Local business growth was held up as a great boon to the community, particularly for the downtown's.

New restaurants, stores, and retail options received the most prominent positive responses.



PARKS AND TRAILS

Amenities in the community have been expanding as bike trails, walking trails, and events have offered new opportunities to be outside.

New parks and the opening of the AMP at Sam Michael's Park received enthusiastic feedback.



COMMUNITY EVENTS AND FESTIVALS

Successful festivals and farmers markets were key points respondents commented on as a good direction for the county.

Cultural and community events such as the theater festival garnered extra attention in comments.



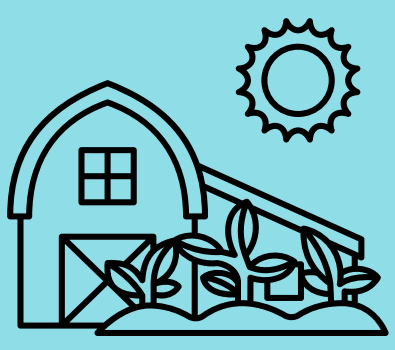
HISTORIC PRESERVATION

Respondents remarked favorably on the efforts to preserve historical sites.

Related comments were positive about revitalization of downtown areas and the importance of small town charm in the county.

GOALS AND OBJECTIVES SURVEY RESPONSES

DO YOU HAVE ANY SPECIFIC COMMENTS OR SUGGESTIONS YOU WOULD LIKE TO MAKE REGARDING THE GOALS AND OBJECTIVES OF JEFFERSON COUNTY OVER THE NEXT 20 YEARS?



PRESERVING RURAL CHARACTER

Preserving the rural landscapes, natural beauty, and historical heritage of Jefferson County is critical.



INFRASTRUCTURE AND SERVICES

In light of the growing population, residents want to see improving roads, public transportation, and healthcare facilities.

AFFORDABLE HOUSING



There is a lack of affordable housing opportunities in the county caused by pressures from growth in the region and short-term rentals.

EDUCATION



There need to be investments made into the school system to keep pace with surrounding counties and accomodate new students.

ECONOMIC DEVELOPMENT



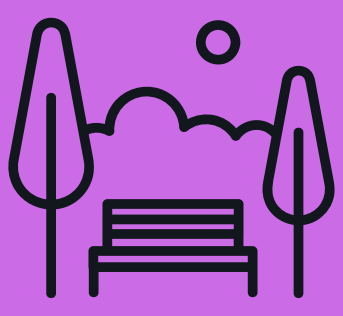
Residents want to attract businesses that contribute to the local economy and provide local jobs.

GOALS AND OBJECTIVES SURVEY RESPONSES



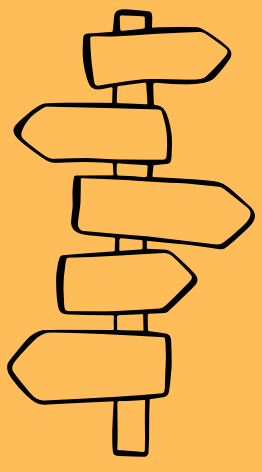
COMMUNITY ENGAGEMENT AND TRANSPARENCY

Direct community involvement in policy making and an emphasis on transperency in decision making was called for.



RECREATION AND AMENITIES

Activities, amenities, and entertainment directed at youth and families is sorely lacking in the community and needs attention.



TOURISM

Jefferson County's history, natural beauty, and recreation opportunities are a major draw for tourists and a large part of the economy that needs to be promoted.



ENVIRONMENTAL CONSERVATION

Residents are concerned about the health of the watersheds, implementing green initiatives, and protecting the environment.



QUALITY OF LIFE AND SAFETY

There are large concerns over traffic safety, need for additional medical facilities in the county, and general quality of life improvements.

JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

Name: Nathan Cochran

Department or Organization: Prosecuting Attorney's Office

Commission Meeting Date: October 5, 2021

Special Meeting Date (if necessary):

Subject (*wording to be placed on agenda*):

Report by legal counsel

Please provide a description of your request or presentation, including any background information:

See attached

Type of Request: (Funding/Hiring): N/A

Funding/Salary/Hourly Amount: N/A

Name of Hire (if Applicable): N/A

Grade/Step/Hours (PT/FT): N/A

Start Date (beginning of pay period): N/A

Post Probationary Increase (If applicable): N/A

Any Additional Conditions of Employment or Funding Comments:
N/A

Recommended Motion (*type out wording of the motion you would like the Commission to approve*):

N/A

Attach supporting documents for request, or request may be denied.
If not attached, explain:

Is equipment needed? ☐ Projector ☐ Internet/Wi Fi: ☐ Conference/Video ☑ No

Contact Information: Jaymee Houser Phone Number: 304-728-3318

Email Address: jhouser@jcpawv.org

JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

Additional Comments Page:

a. Report by counsel on opioid case and consideration of recent developments in the case (Jefferson County Commission v. Purdue Pharmaceutical, et al. US District Court, Northern District of West Virginia, Civil Action #1:17-OP-45170, MDL 17-md-02804-DAP In Re: National Prescription Opiate Litigation; State of West Virginia ex rel. Patrick Morrisey, Attorney General v. Walgreens Boots Alliance, Inc., et al., Civil Action No. 20-C-82 PNM (W. Va. Cir.Ct. Putnam County) (the "West Virginia AG Action"), pending within In re: Opioid Litigation, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County) and related matters.

b. Discussion of legal issues and potential action regarding proposed Solar Text Amendment to the Jefferson County Zoning and Land Development Ordinance, File #ZTA22-01. Discussion of Jefferson County Circuit Court Civil Action No.'s 2021-C- 33 through 37 and Jefferson County Circuit Court Civil Action No.'s 2021-C-46 through 50, Jefferson County Circuit Court Civil Action No. CC-19-2022-C-6, Jefferson County Circuit Court Civil Action No. 2022-C-81, Jefferson County Circuit Court Civil Action No. 2022-C-103, 2022-C-14 and 2023-C-112, WV Supreme Court No.'s 21-0727, 21-0728, and 21- 0731 and WV Intermediate Court of Appeals No. 23-0369 (appeal of Jefferson County Circuit Court Civil Action No. 2022-C-141).

c. Consider matters involving or affecting the construction planning, or purchase, sale or lease of property.

d. Discussion of wage issue regarding Deputy Sheriffs.

JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

Name: Makayla Zonfrilli

Department or Organization: County Commission

Commission Meeting Date: 10-05-2023

Special Meeting Date (if necessary):

Subject (*wording to be placed on agenda*):

County Administrator Report

Please provide a description of your request or presentation. including any background information:

Approval of the Blue Ridge and Citizens Fire Department 990s for yearly allocation ($85,000). SEE ADDITIONAL

Type of Request: (Funding/Hiring):

Funding/Salary/Hourly Amount:

Name of Hire (if Applicable):

Grade/Step/Hours (PT/FT):

Start Date (beginning of pay period):

Post Probationary Increase (If applicable):

Any Additional Conditions of Employment or Funding Comments:

Recommended Motion (*type out wording of the motion you would like the Commission to approve*):
SEE ADDITIONAL PAGE FOR OTHER MOTIONS

Attach supporting documents for request, or request may be denied.
If not attached, explain:

Is equipment needed? ☐ Projector ☐ Internet/Wi Fi: ☐ Conference/Video ☐ No

Contact Information: Makayla Zonfrilli Phone Number: 304-268-8963
Email Address: mzonfrilli@jeffersoncountywv.org

JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

Additional Comments Page:

AGENDA ITEMS:

Ambulance fee Billing

MOTIONS:

Motion to approve the email policy as presented

Motion to approval the Blue Ridge and Citizens Fire Department 990s for their yearly allocation of $85,000 per Department.

Motion to approve the County Administrator to move forward with discussion and proposal creation, for the next meeting, of a new way to handle ambulance fee billing, in cooperation with the Tax Office and ESA.

Motion to approve the Ambulance Fee Billing delinquent accounts printing in the amount of $6,516.00 for 25,000 mailings through progressive printing.

Makayla Zonfrilli

From: Cindy Rezmer
Sent: Friday, September 15, 2023 12:49 PM
To: Jennifer Verdugo
Cc: Makayla Zonfrilli
Subject: FW: Quote for Ambulance Fee

Follow Up Flag: Follow up
Flag Status: Completed

Jennifer,
Below are the quotes for printing ambulance fee late notices. We would probably want this put on Oct 3 agenda.

Thanks!
Cindy

From: Emma Brown <ebrown@jcsdwv.com>
Sent: Friday, June 23, 2023 1:41 PM
To: Cindy Rezmer <crezmer@jeffersoncountywv.org>
Subject: FW: Quote for Ambulance Fee

Hi Cindy,

Please see the quote below from Progressive Printing. They need confirmation by July 3rd in order to be able to go ahead with this.

This quote is obviously more than the one I got last November, but that's because it has 3 printings instead of 2.

Thanks!

Emma

From: Laura Lowther <laura@progressive-printing.com>
Sent: Friday, June 23, 2023 1:39 PM
To: Emma Brown <ebrown@jcsdwv.com>
Cc: Jeff Rogers <jeff@specialtynow.com>
Subject: Quote for Ambulance Fee

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.
Emma,
Below please find the pricing based on our phone conversation.
We need to know if this is a go by July 3rd in order to get envelopes in from the mill.
We understand initial files would be to us no later than July 12th to meet a need by date of July 21st allowing you time to apply postage and mail from your location. I understand this would be picked up by your maintenance department.

Jefferson County Ambulance Fee Billing and follow up notices

25000 piece mailing
24#WW Window envelopes
60# Accent
Stuff and seal
$6516.00

10000 piece mailing
24#WW Window envelopes
60# Accent
Stuff and seal
$2767.00

8000 piece mailing
24#WW Window envelopes
60# Accent
Stuff and seal
$2425.00

Please feel free to call or email with any questions or concerns.
Thank you for considering Progressive Printing,
Laura

Laura Lowther
Progressive Printing
304 263 9646
526 W. King Street
Martinsburg WV 25401

Monday thru Thursday 8:30 - 5:00
Fridays we close at Three

EXTENDED TO NOVEMBER 15, 2023

Form 990 Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2022
Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2022 calendar year, or tax year beginning and ending

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
BLUE RIDGE MOUNTAIN VOLUNTEER FIRE CO.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) | Room/suite
181 KEYES GAP ROAD

City or town, state or province, country, and ZIP or foreign postal code
HARPERS FERRY, WV 25425

F Name and address of principal officer: EARL COGLE
SAME AS C ABOVE

D Employer identification number
-*7581

E Telephone number
3047258118

G Gross receipts $ 679,678.

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. See instructions

H(c) Group exemption number

I Tax-exempt status: ☐ 501(c)(3) ☒ 501(c)(4) (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: N/A

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: 1986 M State of legal domicile: WV

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: TO PROVIDE VOLUNTEER FIRE, RESCUE AND AMBULANCE SERVICE TO THE MOUNTAIN AREA OF JEFFERSON

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	11
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	11
5	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	5	0
6	Total number of volunteers (estimate if necessary)	6	25
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.

		Prior Year	Current Year
Revenue 8	Contributions and grants (Part VIII, line 1h)	141,019.	180,956.
9	Program service revenue (Part VIII, line 2g)	145,865.	175,301.
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	7,055.	157,375.
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	26,459.	-6,867.
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	320,398.	506,765.
Expenses 13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	11,008.	0.
16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
b	Total fundraising expenses (Part IX, column (D), line 25) 0.		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	326,189.	383,479.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	337,197.	383,479.
19	Revenue less expenses. Subtract line 18 from line 12	-16,799.	123,286.

		Beginning of Current Year	End of Year
Net Assets or Fund Balances 20	Total assets (Part X, line 16)	534,214.	1,165,794.
21	Total liabilities (Part X, line 26)	435,106.	943,400.
22	Net assets or fund balances. Subtract line 21 from line 20	99,108.	222,394.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here
Signature of officer — Date
EARL COGLE, FIRE CHIEF
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
R. KERT SHIPWAY, CPA	R. KERT SHIPWAY, CPA	07/13/23		P00349171

Firm's name ALBRIGHT CRUMBACKER MOUL & ITELL, CPA'S — Firm's EIN **-***0974
Firm's address 1110 PROFESSIONAL COURT, SUITE 300 HAGERSTOWN, MD 21740 — Phone no. (301) 739-5300

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

SEE SCHEDULE O FOR ORGANIZATION MISSION STATEMENT CONTINUATION

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:
TO PROVIDE VOLUNTEER FIRE, RESCUE AND AMBULANCE SERVICE TO THE MOUNTAIN AREA OF JEFFERSON COUNTY, WV AND SURROUNDING AREAS.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 333,524. including grants of $) (Revenue $ 175,301.)
TO PROVIDE VOLUNTEER FIRE, RESCUE AND AMBULANCE SERVICE TO THE MOUNTAIN AREA OF JEFFERSON COUNTY, WV AND SURROUNDING AREAS.

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe on Schedule O.)
(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses 333,524.

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1		X
2	Is the organization required to complete *Schedule B, Schedule of Contributors*? See instructions	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e		X
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18	X	
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, Instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	0		
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?			1c X	

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

				Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	0		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?		2b		
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?		3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*		3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		4a		X
b	If "Yes," enter the name of the foreign country _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		6b		
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?		7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		7e		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		7f		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		8		
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?		9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		9b		
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?		12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.		13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*		14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.		15		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		16		X
17	**Section 501(c)(21) organizations.** Did the trust, or any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.		17		

Part VI Governance, Management, and Disclosure. *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI ..... [X]

Section A. Governing Body and Management

			Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a 11		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.			
b	Enter the number of voting members included on line 1a, above, who are independent	1b 11		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6	Did the organization have members or stockholders?	6		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a	The governing body?	8a	X	
b	Each committee with authority to act on behalf of the governing body?	8b	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9		X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a		X
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b		
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	12c		
13	Did the organization have a written whistleblower policy?	13		X
14	Did the organization have a written document retention and destruction policy?	14		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a		X
b	Other officers or key employees of the organization	15b		X
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed NONE

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

[ ] Own website [X] Another's website [X] Upon request [ ] Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records

BRMVFC - 3047258118

181 KEYES GAP ROAD, HARPERS FERRY, WV 25425

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☒ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) EARL COGLE FIRE CHIEF	10.00	X						0.	0.	0.
(2) SUZANNE WEAVER-DAY SECRETARY	1.00	X		X				0.	0.	0.
(3) TRACY COGLE VICE PRESIDENT	1.00	X		X				0.	0.	0.
(4) TIFFANY LONG PRESIDENT	1.00	X		X				0.	0.	0.
(5) LLOYD DIGNAZIO JR. CAPTAIN	1.00	X						0.	0.	0.
(6) MEGAN RODRIGUEZ DIRECTOR	1.00	X						0.	0.	0.
(7) LLOYD DIGNAZIO SR. DIRECTOR	1.00	X						0.	0.	0.
(8) WARREN ROYCE JR. ASST. FIRE CHIEF	5.00	X						0.	0.	0.
(9) TOM BRENNEMAN DIRECTOR	1.00	X						0.	0.	0.
(10) TERRY OTT DIRECTOR	1.00	X						0.	0.	0.

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Subtotal								0.	0.	0.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								0.	0.	0.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization 0

		Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns	1a				
	b	Membership dues	1b				
	c	Fundraising events	1c				
	d	Related organizations	1d				
	e	Government grants (contributions)	1e	153,960.			
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	26,996.			
	g	Noncash contributions included in lines 1a-1f	1g $				
	h	Total. Add lines 1a-1f			180,956.		
Program Service Revenue			Business Code				
	2a	AMBULANCE/FIRE INCOME	621910	175,301.	175,301.		
	b						
	c						
	d						
	e						
	f	All other program service revenue					
	g	Total. Add lines 2a-2f		175,301.			
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)		4.			4.
	4	Income from investment of tax-exempt bond proceeds					
	5	Royalties					
			(i) Real	(ii) Personal			
	6a	Gross rents 6a					
	b	Less: rental expenses 6b					
	c	Rental income or (loss) 6c					
	d	Net rental income or (loss)					
			(i) Securities	(ii) Other			
	7a	Gross amount from sales of assets other than inventory 7a		305,500.			
	b	Less: cost or other basis and sales expenses 7b		148,129.			
	c	Gain or (loss) 7c		157,371.			
	d	Net gain or (loss)			157,371.	157,371.	
	8a	Gross income from fundraising events (not including $ ____ of contributions reported on line 1c). See Part IV, line 18 8a		17,917.			
	b	Less: direct expenses 8b		24,784.			
	c	Net income or (loss) from fundraising events			-6,867.		-6,867.
	9a	Gross income from gaming activities. See Part IV, line 19 9a					
	b	Less: direct expenses 9b					
	c	Net income or (loss) from gaming activities					
	10a	Gross sales of inventory, less returns and allowances 10a					
	b	Less: cost of goods sold 10b					
	c	Net income or (loss) from sales of inventory					
Miscellaneous Revenue			Business Code				
	11a						
	b						
	c						
	d	All other revenue					
	e	Total. Add lines 11a-11d					
	12	Total revenue. See instructions		506,765.	332,672.	0.	-6,863.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management				
b Legal	5,000.		5,000.	
c Accounting	10,824.	2,706.	8,118.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)	11,705.	11,705.		
12 Advertising and promotion				
13 Office expenses	26,802.	16,082.	10,720.	
14 Information technology				
15 Royalties				
16 Occupancy	33,551.	25,163.	8,388.	
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	872.	785.	87.	
20 Interest	42,672.	42,672.		
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	48,723.	43,851.	4,872.	
23 Insurance	57,414.	48,802.	8,612.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a FIRE SUPPLIES	78,434.	78,434.		
b FUEL	41,577.	37,419.	4,158.	
c MEDICAL SUPPLIES	25,905.	25,905.		
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	383,479.	333,524.	49,955.	0.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

				(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing		42,255.	1	619,386.
	2	Savings and temporary cash investments		6,693.	2	16,914.
	3	Pledges and grants receivable, net			3	
	4	Accounts receivable, net			4	
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)			6	
	7	Notes and loans receivable, net			7	
	8	Inventories for sale or use			8	
	9	Prepaid expenses and deferred charges			9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 1,517,164.			
	b	Less: accumulated depreciation	10b 994,437.	478,001.	10c	522,727.
	11	Investments - publicly traded securities			11	
	12	Investments - other securities. See Part IV, line 11			12	
	13	Investments - program-related. See Part IV, line 11			13	
	14	Intangible assets		7,265.	14	6,767.
	15	Other assets. See Part IV, line 11			15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)		534,214.	16	1,165,794.
Liabilities	17	Accounts payable and accrued expenses			17	
	18	Grants payable			18	
	19	Deferred revenue			19	
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D			21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			22	
	23	Secured mortgages and notes payable to unrelated third parties		435,106.	23	943,400.
	24	Unsecured notes and loans payable to unrelated third parties			24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D			25	
	26	**Total liabilities.** Add lines 17 through 25		435,106.	26	943,400.
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here** X **and complete lines 27, 28, 32, and 33.**				
	27	Net assets without donor restrictions		99,108.	27	222,394.
	28	Net assets with donor restrictions			28	
		Organizations that do not follow FASB ASC 958, check here ☐ **and complete lines 29 through 33.**				
	29	Capital stock or trust principal, or current funds			29	
	30	Paid-in or capital surplus, or land, building, or equipment fund			30	
	31	Retained earnings, endowment, accumulated income, or other funds			31	
	32	Total net assets or fund balances		99,108.	32	222,394.
	33	Total liabilities and net assets/fund balances		534,214.	33	1,165,794.

Form **990** (2022)

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	506,765.
2	Total expenses (must equal Part IX, column (A), line 25)	2	383,479.
3	Revenue less expenses. Subtract line 2 from line 1	3	123,286.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	99,108.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	222,394.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☒ Cash ☐ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		X
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b		X
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c		
	If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

Schedule B (Form 990)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990 or Form 990-PF.
Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2022

Name of the organization

BLUE RIDGE MOUNTAIN VOLUNTEER FIRE CO.

Employer identification number

-*7581

Organization type (check one):

Filers of:	Section:
Form 990 or 990-EZ	[X] 501(c)(4) (enter number) organization
	[ ] 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	[ ] 527 political organization
Form 990-PF	[ ] 501(c)(3) exempt private foundation
	[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation
	[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[X] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

[ ] For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

[ ] For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year ..... $ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Name of organization

BLUE RIDGE MOUNTAIN VOLUNTEER FIRE CO.

Employer identification number

-*7581

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	N/A	$ 56,857.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	N/A	$ 97,102.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

Name of organization

BLUE RIDGE MOUNTAIN VOLUNTEER FIRE CO.

Employer identification number

-*7581

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		$	

Name of organization

BLUE RIDGE MOUNTAIN VOLUNTEER FIRE CO.

Employer identification number

-*7581

Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than $1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of $1,000 or less for the year. (Enter this info. once.) $

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization: BLUE RIDGE MOUNTAIN VOLUNTEER FIRE CO.

Employer identification number: **-***7581

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
- ☐ Preservation of land for public use (for example, recreation or education)
- ☐ Preservation of a historically important land area
- ☐ Protection of natural habitat
- ☐ Preservation of a certified historic structure
- ☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included in (a)	2c	
d	Number of conservation easements included in (c) acquired after July 25,2006, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ____

4 Number of states where property subject to conservation easement is located ____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 $ ____

(ii) Assets included in Form 990, Part X $ ____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 $ ____

b Assets included in Form 990, Part X $ ____

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange program
e ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment _____ %
b Permanent endowment _____ %
c Term endowment _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations	3a(i)		
(ii) Related organizations	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		266,767.		266,767.
b Buildings		238,164.	87,104.	151,060.
c Leasehold improvements		35,888.	35,888.	0.
d Equipment		289,074.	247,863.	41,211.
e Other		687,271.	623,582.	63,689.
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)*				522,727.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.)		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.)		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 15.)*	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)*	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII... ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total revenue. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 12.)*			5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total expenses. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 18.)*			5	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

SCHEDULE G (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than $15,000 on Form 990-EZ, line 6a.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization

BLUE RIDGE MOUNTAIN VOLUNTEER FIRE CO.

Employer identification number

-*7581

Part I **Fundraising Activities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

a ☐ Mail solicitations
b ☐ Internet and email solicitations
c ☐ Phone solicitations
d ☐ In-person solicitations
e ☐ Solicitation of non-government grants
f ☐ Solicitation of government grants
g ☐ Special fundraising events

2 a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ Yes ☐ No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least $5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions? Yes	(iii) No	(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
Total						

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than $15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than $5,000.

		(a) Event #1 CONCESSIONS (event type)	(b) Event #2 CHRISTMAS TREES (event type)	(c) Other events 2 (total number)	(d) Total events (add col. (a) through col. (c))
Revenue	1 Gross receipts	7,351.	5,485.	5,081.	17,917.
	2 Less: Contributions				
	3 Gross income (line 1 minus line 2)	7,351.	5,485.	5,081.	17,917.
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses	15,162.	3,270.	6,352.	24,784.
	10 Direct expense summary. Add lines 4 through 9 in column (d)				24,784.
	11 Net income summary. Subtract line 10 from line 3, column (d)				-6,867.

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than $15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	☐ Yes ____ % ☐ No	☐ Yes ____ % ☐ No	☐ Yes ____ % ☐ No	
	7 Direct expense summary. Add lines 2 through 5 in column (d)				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: _____

a Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ Yes ☐ No

b If "Yes," explain: _____

11 Does the organization conduct gaming activities with nonmembers? ☐ Yes ☐ No

12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? ☐ Yes ☐ No

13 Indicate the percentage of gaming activity conducted in:

a The organization's facility 13a %

b An outside facility 13b %

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name

Address

15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? ☐ Yes ☐ No

b If "Yes," enter the amount of gaming revenue received by the organization $ _____ and the amount of gaming revenue retained by the third party $ _____

c If "Yes," enter name and address of the third party:

Name

Address

16 Gaming manager information:

Name

Gaming manager compensation $ _____

Description of services provided

☐ Director/officer ☐ Employee ☐ Independent contractor

17 Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? ☐ Yes ☐ No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year $

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

Part IV **Supplemental Information** *(continued)*

SCHEDULE O (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization

BLUE RIDGE MOUNTAIN VOLUNTEER FIRE CO.

Employer identification number

-*7581

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

COUNTY, WV AND SURROUNDING AREAS.

FORM 990, PART VI, SECTION B, LINE 11B:

THE BOARD OF DIRECTORS REVIEWS THE 990 BEFORE SUBMISSION.

FORM 990, PART VI, SECTION C, LINE 19:

THE ORGANIZATION MAKES ITS GOVERNING DOCUMENTS AND FINANCIAL STATEMENTS AVAILABLE TO THE PUBLIC UPON REQUEST.

Blue Ridge Mt. Vol. Fire
Company 5
Budget
2023

	Total
Ordinary Income/Expense	
Income	
4001 · Donations	
4000 · JCESA Contribution	$ 85,000.00
4010 · General Contributions	10,000.00
4140 · State Contributions	57,216.00
Total 4039 · Fundraising	15,000.00
Grant Revenue	-
Total Income	$ 178,996.00
Expense	
5020 · Bank Service Charges	400.00
6010 · Fuel Expense	23,400.00
6050 · Office Expense	8,200.00
6110 · Utilities	28,000.00
6150 · Telephone / Internet	7,000.00
6170 · Trash	1,800.00
6200 · Accounting Fees	8,000.00
6219 · Equipment Repairs	
6229 · Repairs-Equipment	7,500.00
6232 · Fire Vehicle Repair	13,000.00
6246 · Fire Gear & Supplies	25,000.00
Total 6219 · Equipment Repairs	45,500.00
6220 · Repairs-Buildings	6,000.00
6270 · Insurance	48,000.00
6290 · Licenses & Permits	2,500.00
6310 · Training	6,000.00
Total Expense	184,800.00
Net Ordinary Income (Loss)	(5,804.00)
Debt Service	35,000.00
Capital Outlay	**35,000.00**
Net Income (Loss)	**(40,804.00)**

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

A For the 2022 calendar year, or tax year beginning , 2022, and ending , 20

B Check if applicable:
- [ ] Address change
- [ ] Name change
- [ ] Initial return
- [ ] Final return/terminated
- [ ] Amended return
- [ ] Application pending

C
CITIZENS FIRE COMPANY, INC.
P.O. BOX 927
CHARLES TOWN, WV 25414

D Employer identification number
55-6021509

E Telephone number
304-725-2814

G Gross receipts $ 2,016,371.

F Name and address of principal officer:
Same As C Above

H(a) Is this a group return for subordinates? [ ] Yes [X] No

H(b) Are all subordinates included? [ ] Yes [ ] No
If "No," attach a list. See instructions.

I Tax-exempt status: [ ] 501(c)(3) [X] 501(c) (4) (insert no.) [ ] 4947(a)(1) or [ ] 527

J Website: www.citizensfirecompany.com

H(c) Group exemption number

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other

L Year of formation:

M State of legal domicile: WV

Part I Summary

1 Briefly describe the organization's mission or most significant activities: PROVIDE LOCAL FIRE, RESCUE, & AMBULANCE SERVICES IN THE JEFFERSON COUNTY, WV AREA AND SUPPORT OTHER FIRE COMPANIES IN THE PANHANDLE OF WEST VIRGINIA AND ABUTTING COUNTIES OF MARYLAND AND VIRGINIA

2 Check this box [ ] if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	12
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	12
5	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	5	0
6	Total number of volunteers (estimate if necessary)	6	50
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	184,970.	424,794.
9	Program service revenue (Part VIII, line 2g)	310,311.	403,555.
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	270,657.	500,297.
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	18,288.	65,375.
12	Total revenue — add lines 8 through 11 (must equal Part VIII, column (A), line 12)	784,226.	1,394,021.
13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)		
14	Benefits paid to or for members (Part IX, column (A), line 4)		
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		
16a	Professional fundraising fees (Part IX, column (A), line 11e)		
b	Total fundraising expenses (Part IX, column (D), line 25)		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	1,000,960.	848,676.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,000,960.	848,676.
19	Revenue less expenses. Subtract line 18 from line 12	-216,734.	545,345.

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	6,896,530.	6,576,456.
21	Total liabilities (Part X, line 26)	835,991.	407,329.
22	Net assets or fund balances. Subtract line 21 from line 20	6,060,539.	6,169,127.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer — Date

RONALD FLETCHER — President

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [X] if self-employed	PTIN
Kimberly A Shunney, CPA	Kimberly A Shunney, CPA			P00013330

Firm's name: Kimberly A. Shunney, CPA
Firm's address: 21 Crawford Quarry Rd, Ste #1, Falling Waters, WV 25419
Firm's EIN: 26-1102339
Phone no. 304-274-6244

May the IRS discuss this return with the preparer shown above? See instructions [X] Yes [ ] No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:

PROVIDE LOCAL FIRE, RESCUE, & AMBULANCE SERVICES IN THE JEFFERSON COUNTY, WV AREA AND SUPPORT OTHER FIRE COMPANIES IN THE PANHANDLE OF WEST VIRGINIA AND ABUTTING COUNTIES OF MARYLAND AND VIRGINIA

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 793,758. including grants of $) (Revenue $)

ALL OTHER ACHIEVEMENTS - THE ORGANIZATION SUCCESSFULLY ACCOMPLISHED ITS MISSION BY PROVIDING TIMELY AND ADEQUATE FIRE, RESCUE, AND AMBULANCE SERVICES TO THE BUSINESSES AND RESIDENTS OF CHARLES TOWN, WV AND THE SURROUNDING COMMUNITIES. WE ALSO SUPPORTED OTHER VOLUNTEER FIRE COMPANIES IN THE SURROUNDING AREA. ALTHOUGH THERE HAS BEEN RAPID GROWTH IN THE CHARLES TOWN AREA, SUFFICIENT VOLUNTEERS WERE RECRUITED TO PERMIT THE CONTINUED SUPPORT OF BUSINESSES AND RESIDENCES WITH RESPECT TO FIRE, RESCUE, AND AMBULANCE SERVICES. ALL OF THE FIRE SUPPORT AND MUCH OF THE AMBULANCE AND RESCUE SUPPORT IN JEFFERSON COUNTY ARE PROVIDED BY VOLUNTEERS

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe on Schedule O.)
(Expenses $ Including grants of $) (Revenue $)

4e Total program service expenses 793,758.

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1		X
2	Is the organization required to complete *Schedule B, Schedule of Contributors*? See instructions	2		X
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I.*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II.*	4		
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III.*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I.*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II.*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV.*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? *If "Yes," complete Schedule D, Part V.*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments – other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments – program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX.*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18	X	
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If a "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O.	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

				Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	0		
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		1c		

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

			Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return. 2a 0			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b		
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O.*	3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a		X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b		X
c	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?	5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b		
7	**Organizations that may receive deductible contributions under section 170(c).**			
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a		
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c		
d	If "Yes," indicate the number of Forms 8282 filed during the year 7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8		
9	**Sponsoring organizations maintaining donor advised funds.**			
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b		
10	**Section 501(c)(7) organizations.** Enter:			
a	Initiation fees and capital contributions included on Part VIII, line 12 10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities 10b			
11	**Section 501(c)(12) organizations.** Enter:			
a	Gross income from members or shareholders 11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.) 11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year 12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**			
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.	13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans 13b			
c	Enter the amount of reserves on hand 13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O.*	14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.	15		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16		X
17	**Section 501(c)(21) organizations.** Did the trust, or any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952, or 4953? If "Yes," complete Form 6069.	17		

Part VI **Governance, Management, and Disclosure.** *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI ... X

Section A. Governing Body and Management

			Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year. If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.	1a 12		
b	Enter the number of voting members included on line 1a, above, who are independent.	1b 12		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? See Schedule O	2	X	
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6	Did the organization have members or stockholders?	6		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a	The governing body?	8a	X	
b	Each committee with authority to act on behalf of the governing body?	8b	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O.*	9		X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990. See Schedule O			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	12c		X
13	Did the organization have a written whistleblower policy?	13	X	
14	Did the organization have a written document retention and destruction policy?	14		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official.	15a		X
b	Other officers or key employees of the organization.	15b		X
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed None

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year. See Schedule O

20 State the name, address, and telephone number of the person who possesses the organization's books and records.

RONALD FLETCHER P.O. BOX 927 CHARLES TOWN WV 25414 304-725-2814

Part VII **Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☒ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) RONALD FLETCHER	20									
President	0	X		X				0.	0.	0.
(2) SANDY MCDONALD	15									
Vice President	0	X		X				0.	0.	0.
(3) Jamie Payton	20									
Treasurer	0	X		X				0.	0.	0.
(4) Melissa Goodwin	10									
Secretary	0	X		X				0.	0.	0.
(5) BRYAN LAVALLEE	2									
Trustee	0	X						0.	0.	0.
(6) JASON MARCUS	2									
Trustee	0	X						0.	0.	0.
(7) LARRY HERBST	20									
Director	0	X						0.	0.	0.
(8) CHRIS CROSS	20									
Director	0	X						0.	0.	0.
(9) David Dufort	20									
Trustee	0	X						0.	0.	0.
(10) Edward Hannon	20									
Director	0	X						0.	0.	0.
(11) Perry Payton	20									
Director	0	X						0.	0.	0.
(12) Danny Marken	20									
Treasurer	0	X		X				0.	0.	0.
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b Subtotal								0.	0.	0.
c Total from continuation sheets to Part VII, Section A								0.	0.	0.
d Total (add lines 1b and 1c)								0.	0.	0.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization 0

		Yes	No
3	Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations **greater** than $150,000? *If "Yes," complete Schedule J for such individual*		X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII . . . . . ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants, and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	145,857.				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	278,937.				
	g Noncash contributions included in lines 1a-1f	1g					
	h Total. Add lines 1a-1f			424,794.			
Program Service Revenue		Business Code					
	2a AMBULANCE INCOME	621910		403,555.	403,555.		
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f			403,555.			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			79,609.			79,609.
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
		(i) Real	(ii) Personal				
	6a Gross rents 6a	9,500.					
	b Less: rental expenses 6b						
	c Rental income or (loss) 6c	9,500.					
	d Net rental income or (loss)			9,500.			9,500.
		(i) Securities	(ii) Other				
	7a Gross amount from sales of assets other than inventory 7a	395,145.	637,264.				
	b Less: cost or other basis and sales expenses 7b	396,149.	215,572.				
	c Gain or (loss) 7c	-1,004.	421,692.				
	d Net gain or (loss)			420,688.	420,688.		
	8a Gross income from fundraising events (not including $ _____ of contributions reported on line 1c). See Part IV, line 18	8a	21,786.				
	b Less: direct expenses	8b	10,629.				
	c Net income or (loss) from fundraising events			11,157.			
	9a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities						
	10a Gross sales of inventory, less returns and allowances	10a					
	b Less: cost of goods sold	10b					
	c Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Business Code					
	11a Miscellaneous			44,718.	44,718.		
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d			44,718.			
	12 Total revenue. See instructions			1,394,021.	868,961.	0.	89,109.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX. ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	0.	0.	0.	0.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0.	0.	0.	0.
7 Other salaries and wages				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	2,438.		2,438.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	22,338.	17,870.	4,468.	
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion				
13 Office expenses	7,116.		7,116.	
14 Information technology				
15 Royalties				
16 Occupancy	54,686.	43,749.	10,937.	
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	18,881.	18,881.		
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	392,506.	372,881.	19,625.	
23 Insurance	69,707.	62,736.	6,971.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a EMS OPERATIONS	104,761.	104,761.		
b REPAIRS AND MAINTENANCE	91,474.	91,474.		
c MISCELLANEOUS	42,004.	42,004.		
d FIRE OPERATIONS	25,950.	25,950.		
e All other expenses	16,815.	13,452.	3,363.	
25 Total functional expenses. Add lines 1 through 24e	848,676.	793,758.	54,918.	0.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

				(A) Beginning of year		(B) End of year
Assets	1	Cash — non-interest-bearing		151,626.	1	274,331.
	2	Savings and temporary cash investments		53,709.	2	45,645.
	3	Pledges and grants receivable, net			3	
	4	Accounts receivable, net		21,307.	4	9,149.
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)			6	
	7	Notes and loans receivable, net			7	
	8	Inventories for sale or use			8	
	9	Prepaid expenses and deferred charges			9	77,477.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 6,399,772.			
	b	Less: accumulated depreciation	10b 3,941,038.	3,026,741.	10c	2,458,734.
	11	Investments — publicly traded securities		3,643,147.	11	3,711,120.
	12	Investments — other securities. See Part IV, line 11			12	
	13	Investments — program-related. See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets. See Part IV, line 11			15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)		6,896,530.	16	6,576,456.
Liabilities	17	Accounts payable and accrued expenses		21,383.	17	26,268.
	18	Grants payable			18	
	19	Deferred revenue			19	
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D			21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			22	
	23	Secured mortgages and notes payable to unrelated third parties			23	
	24	Unsecured notes and loans payable to unrelated third parties			24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		814,608.	25	381,061.
	26	**Total liabilities.** Add lines 17 through 25		835,991.	26	407,329.
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here** ☒ **and complete lines 27, 28, 32, and 33.**				
	27	Net assets without donor restrictions		6,060,539.	27	6,169,127.
	28	Net assets with donor restrictions			28	
		Organizations that do not follow FASB ASC 958, check here ☐ **and complete lines 29 through 33.**				
	29	Capital stock or trust principal, or current funds			29	
	30	Paid-in or capital surplus, or land, building, or equipment fund			30	
	31	Retained earnings, endowment, accumulated income, or other funds			31	
	32	Total net assets or fund balances		6,060,539.	32	6,169,127.
	33	Total liabilities and net assets/fund balances		6,896,530.	33	6,576,456.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI . . . . . ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	1,394,021.
2	Total expenses (must equal Part IX, column (A), line 25)	2	848,676.
3	Revenue less expenses. Subtract line 2 from line 1	3	545,345.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	6,060,539.
5	Net unrealized gains (losses) on investments	5	-433,729.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	-3,028.
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	6,169,127.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII . . . . . ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		X
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b		X
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c		
	If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R Part 200, Subpart F?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization

CITIZENS FIRE COMPANY, INC.

Employer identification number

55-6021509

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (for example, recreation or education)
☐ Preservation of a historically important land area
☐ Protection of natural habitat
☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after July 25, 2006 and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year

4 Number of states where property subject to conservation easement is located

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 $

(ii) Assets included in Form 990, Part X $

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 $

b Assets included in Form 990, Part X $

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange program
e ☐ Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ____ %
b Permanent endowment ____ %
c Term endowment ____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations	3a(i)		
(ii) Related organizations	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		987,252.		987,252.
b Buildings		2,240,503.	1,181,102.	1,059,401.
c Leasehold improvements		26,700.	26,500.	200.
d Equipment		3,046,333.	2,635,710.	410,623.
e Other		98,984.	97,726.	1,258.
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)*				2,458,734.

Part VII Investments – Other Securities. N/A
Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
(I)		
Total. *(Column (b) must equal Form 990, Part X, column (B) line 12.)*		

Part VIII Investments – Program Related. N/A
Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
Total. *(Column (b) must equal Form 990, Part X, column (B) line 13.)*		

Part IX Other Assets. N/A
Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
Total. *(Column (b) must equal Form 990, Part X, column (B) line 15.)*	

Part X Other Liabilities.
Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) Notes payable - BCT	381,061.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
Total. *(Column (b) must equal Form 990, Part X, column (B) line 25.)*	381,061.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII. ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return. N/A

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d		2e
3	Subtract line 2e from line 1		3
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b		4c
5	Total revenue. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 12.)*		5

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return. N/A

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d		2e
3	Subtract line 2e from line 1		3
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b		4c
5	Total expenses. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 18.)*		5

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

SCHEDULE G (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than $15,000 on Form 990-EZ, line 6a.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization

CITIZENS FIRE COMPANY, INC.

Employer identification number

55-6021509

Part I **Fundraising Activities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

a ☐ Mail solicitations
b ☐ Internet and email solicitations
c ☐ Phone solicitations
d ☐ In-person solicitations
e ☐ Solicitation of non-government grants
f ☐ Solicitation of government grants
g ☐ Special fundraising events

2 a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ..... ☐ Yes ☒ No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least $5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions? Yes	(iii) No	(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in column (i)	(vi) Amount paid to (or retained by) organization
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							0.

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II **Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than $15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than $5,000.

		(a) Event #1 Pancake Day (event type)	(b) Event #2 (event type)	(c) Other events None (total number)	(d) Total events (add column (a) through column (c))
Revenue	1 Gross receipts	21,786.			21,786.
	2 Less: Contributions				
	3 Gross income (line 1 minus line 2)	21,786.			21,786.
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses	10,629.			10,629.
	10 Direct expense summary. Add lines 4 through 9 in column (d)				10,629.
	11 Net income summary. Subtract line 10 from line 3, column (d)				11,157.

Part III **Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than $15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add column (a) through column (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	Yes ___ % No	Yes ___ % No	Yes ___ % No	
	7 Direct expense summary. Add lines 2 through 5 in column (d)				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities:

a Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b If "No," explain:

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ Yes ☐ No

b If "Yes," explain:

11 Does the organization conduct gaming activities with nonmembers? ☐ Yes ☐ No

12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? ☐ Yes ☐ No

13 Indicate the percentage of gaming activity conducted in:

a The organization's facility 13a %

b An outside facility 13b %

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name

Address

15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? ☐ Yes ☐ No

b If "Yes," enter the amount of gaming revenue received by the organization $ _____ and the amount of gaming revenue retained by the third party $ _____

c If "Yes," enter name and address of the third party:

Name

Address

16 Gaming manager information:

Name

Gaming manager compensation $ _____

Description of services provided

☐ Director/officer ☐ Employee ☐ Independent contractor

17 Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? ☐ Yes ☐ No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year $

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

SCHEDULE O (Form 990)	Supplemental Information to Form 990 or 990-EZ	OMB No. 1545-0047
	Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information. Attach to Form 990 or Form 990-EZ.	2022
Department of the Treasury Internal Revenue Service	Go to *www.irs.gov/Form990* for the latest information.	Open to Public Inspection

Name of the organization	Employer identification number
CITIZENS FIRE COMPANY INC.	55-6021509

Form 990, Part VI, Line 2 - Business or Family Relationship of Officers, Directors, Etc.

One of the Treasurers during the year and a Director are family members

Form 990, Part VI, Line 11b - Form 990 Review Process

COPIES OF THE COMPLETED FORM 990 ARE SENT TO EACH BOARD MEMBER FOR REVIEW AND APPROVED AT THE NEXT MONTHLY BOARD MEETING

Form 990, Part VI, Line 19 - Other Organization Documents Publicly Available

THE ORGANIZATION MAKES FORMS 1023 AND 990 AVAILABLE UPON REQUEST FORMS REMAIN ON SITE BUT ARE AVAILABLE FOR REVIEW

Envisioning Jefferson in 2045

Public Survey

It only takes 5-7 minutes

The survey is open until November 20th







Have your voice heard!

I filled out a paper copy at my local library



Follow the QR code below

https://arcg.is/1bTSKb

City of Charles Town

101 East Washington Street, P.O. Box 14, Charles Town, WV 25414
Phone: (304) 725-2311 ♦ Web: www.charlestownwv.us

RECEIVED
OCT 23 2023
County Commission
of Jefferson County, WV

VIA EMAIL AND FIRST-CLASS MAIL

October 19, 2023

MAYOR
Robert M. Trainor

CITY COUNCIL
James Kratovil
Elizabeth Ricketts
Jeff Hynes
Kevin Tester
Priscilla Rodd
Julie Philabaum
Micheal George
Rikki Twyford

CITY MANAGER
John Nissel

Steve Stolipher, President
Jefferson County Commission
stolipherjcc@gmail.com

Jane M. Tabb
Jefferson County Commission
Vinemont.farm@gmail.com

Tricia Jackson
Jefferson County Commission
commissioner.triciajackson@gmail.com

Jennifer Krouse
Jefferson County Commission
jcckrouse@gmail.com

Jefferson County Commission
124 E. Washington Street
P.O. Box 250
Charles Town, WV 25414

Dear Commissioners,

We, the Charles Town City Council, urge you to move forward with appointing a representative to the Charles Town district seat of the Jefferson County Commission.

The failure of the County Commission to hold regular meetings due to a lack of a quorum is jeopardizing official business, projects, and various joint efforts across Jefferson County.

State law has set forth that a vacancy of a seat on a county commission shall be appointed within 15 days of the Executive Committee providing a slate of nominees. "Shall" indicates that the action is mandatory, and not permissive.

Nominees were selected on August 5, 2023. Since then, the County Commission has either refused to follow the procedure for appointment or failed to hold a meeting due to lack of a quorum.

We disagree with the assertion by some commissioners that the Charles Town district commission seat should remain vacant until the November 2024 general election. The process for filling the vacancy is clearly set forth in West Virginia Code §3-10-7 and there is no valid avenue in state code to disallow representation of Charles Town district residents.

This failure to appoint a commissioner to fill the vacant seat is a clear violation of state law and a violation of the rights to representation of the people of the Charles Town district.

Thus we, the Charles Town City Council, urge you to move forward with an appointment through the process laid out in West Virginia Code §3-10-7 lest further action needs to be taken to compel you to fulfill your official duties.

Sincerely,

Robert M. Trainor

cc: Makayla Zonfrilli, County Administrator
mzonfrilli@jeffersoncountywv.org

Public Comment for Jefferson County Commission meeting for October 19, 2023

I, David Tabb, a lifelong resident/taxpayer make the following comments:

PUBLIC COMMENT –

Now, this is the *fifth* time Commissioner Stolipher has filed an illegal agenda packet. West Virginia Code/Law, the Sunshine Law and Robert's Rules apply. These laws and rules clearly state that the previous minutes, then the financials, have to be approved before any business, old or new, can be presented to take action. It's time to stop that only one person, (Mr. Stolipher), has complete control of the County Commission's agenda packet.

With the October 19, 2023, agenda packet, once again the agenda packet is illegal with a business item in front of the minutes before the reconvening. There are also minutes listed for the September 21, 28th, October 5, and October 12, 2023, that should be listed as statements not minutes due to a lack of a quorum, since the meetings never convened.

The September 28 and October 12th, 2023, "special meeting", contained within this agenda packet, were not properly posted to be held without a quorum to have a special meeting.

If the Commission approves the Sept 21, 28 and October 5, and 12, 2023, as accepted minutes, please correct and add David Tabb as being in attendance with his public comments.

The County has three other Commissioners that have little to no say to bring any agenda issue to the County Commission meeting. The public also has the right to file for time before the Jefferson County Commission and that too is still being denied.

With Stolipher's dictator style of operations, he should be removed from the Presidency of the Commission. As President, Stolipher failed to have a vote on the requirement of a Vice President since Ath resigned some four months ago. His lack of performance is a dereliction of duty as an elected official.

It's time the resident/taxpayer takes back the County of Jefferson in the State of West Virginia. The elected officials work at the pleasure of the voters, not the other way around.

I know of several people that have contacted the Attorney General's office to address the Jefferson County Commission issues. The Attorney General's office has returned some of the telephone calls and received written concerns of the above listed issues with the Jefferson County Commission.

I am refiling my four previous comments for the last four cancelled Commission Meetings. (September 21 and 28th, October 5, and 12, 2023).

p.s. Mr. Stolipher and Jane Tabb - if you need a copy of the Sunshine Law and Robert's Rules, I would be happy to share mine.

"The public reserves the right to call out the public officials to follow the required laws to ensure the constitutional rights of the public. The Governor has ordered the Government to be "open for business" and not deprived the public of notice and comments that would violate ethic provisions.

It is hard to be safe, with the current County Commission.

Have a nice day!