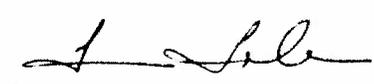


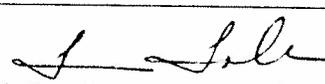
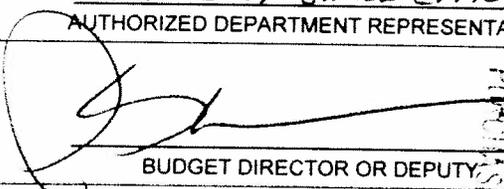
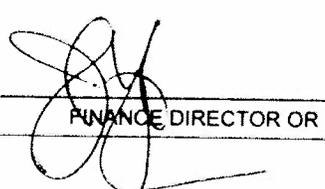
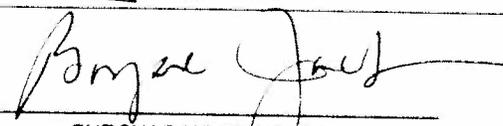
PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CONTRACT PO NUMBER
C.P.O. #2905694/S.P.O.

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

TYPE OF CONTRACT: (Check One) <input checked="" type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES	DEPARTMENT HEAD'S SIGNATURE  772 CHIEF JAMES CRAIG	DEPARTMENT POLICE
FUNDING SOURCE (Percent) FEDERAL % STATE % CITY 100%	DEPARTMENT CONTACT PERSON 2 ND DEPUTY CHIEF TINA TOLLIVER	PHONE NO. 596-5494
CONTRACTOR'S NAME: MOTOROLA SOLUTIONS, INC	DATE PREPARED 11/14/14	
CONTRACTOR'S ADDRESS: 1303 E. ALGONQUIN RD., CHAUMBURG, IL 60196	AMOUNT <input type="checkbox"/> ENGINEER'S ESTIMATE \$4,000,000 <input type="checkbox"/> CONTRACT <input type="checkbox"/> CHANGE \$ <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
PHONE NO. 847-576-5134	FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: _____ MINORITY FIRM <input type="checkbox"/> YES <input type="checkbox"/> NO	
PURPOSE OF CONTRACT: SERVICE AGREEMENT TO MAINTAIN THE 800 MHZ RADIO SYSTEM 1000 - 312300 - 000000 - 626700 - 11041 - 000000 - 000000		

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT  FOR CHIEF JAMES CRAIG AUTHORIZED DEPARTMENT REPRESENTATIVE	15 MAR -6 PM 3:59
25 2014	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  BUDGET DIRECTOR OR DEPUTY	14 NOV 17 PM 1:54
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL GRANT ACCOUNTANT	15 JAN 30 PM 1:23
27 2015	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  FINANCE DIRECTOR OR DEPUTY	16 MAR 15
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  CORPORATION COUNSEL	30 15
	 PURCHASING DIRECTOR	4/21/15

RECEIVED

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PURCHASING DIVISION
MAR 5 2015
JAN 29 2015

CITY OF DETROIT CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE **APR 07 2015**

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

Motorola Solutions, Inc

Contract #:2905694

CONTRACT PROVISIONS

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 Exhibit A—Scope of Services

 Exhibit B—Fee Schedule

 Exhibit C--- Detroit Living Wage Ordinance Contractor Certification

 Exhibit D---Software License Agreement

**CITY OF DETROIT
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract ("Contract") is entered into by and between the

City of Detroit, a Michigan municipal corporation, acting by and through its Police Department ("City"), and Motorola Solutions, Inc., a Delaware Corporation, with its principal place of business located at 1303 E. Algonquin Rd., Schaumburg, IL 60196 ("Contractor").

Recitals:

Whereas, the City desires to engage the Contractor to render certain software, and Technical, and professional services ("Services") as set forth in this Contract; and

Whereas, the Contractor desires to perform the Services as set forth in this Contract; and Accordingly, the parties agree as follows:

**Article 1.
Definitions**

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Equipment" means the equipment that City purchases from Contractor under this Contract.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

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

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

"Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.

"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 Contract and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract. Records shall not mean Contractor's internal financial records which are not pertinent to this Contract, such as its labor costs and profit margins.

"Reimbursable Expenses" shall mean only those costs incurred by the Contractor in the performance of the Services, such as travel costs and document reproduction costs that are identified in Exhibit B as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

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

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"System" or "system" shall mean the City's 800 Mhz public safety radio communication system as designed and built.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

Article 2. Engagement of Contractor

- 2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.
- 2.02 The Contractor shall perform all Services in a professional manner and to the extent required to maintain System Functionality as defined in the Scope of Services described in Exhibit A. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the objective and reasonable interpretation and determination of the City shall govern.
- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed reasonably necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.

2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

Article 3.
Contractor's Representations and Warranties

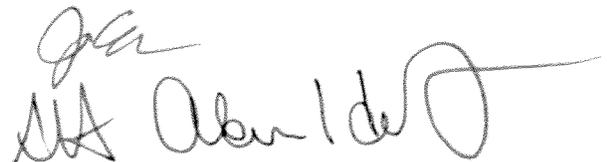
3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

3.02 Unless otherwise stated in the Software License Agreement between the City and the Contractor, during the Warranty Period, the Contractor makes the following representations and warranties as to any Equipment and Motorola Software it may provide under this Contract:

- (a) That during the Warranty Period, which shall be ninety (90) days (1 year for new Equipment) from the date the Equipment is delivered, Contractor warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship;
- (b) That during the Warranty Period, which shall be ninety 90 days from the date the Software is delivered, Contractor warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Article that are applicable to the Software;
- (c) That during the Warranty Period, which shall be ninety 90 days from the date the Service is performed, Contractor warrants the Services performed under this Agreement will be free of defects in materials and workmanship;
- (d) That to assert a warranty claim, City must notify Contractor in writing of the claim within five business days of either actual notice to the City of the claim or within five days after the expiration of the Warranty Period, whichever occurs first. Upon receipt of this notice, Contractor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Contractor will, within fifteen (15) calendar days or less under normal circumstances, or within thirty (30) calendar days or less under unusual circumstances (the extent of which the Contractor must immediately notify the City in writing), at Contractor's option and at no additional charge to City, repair the defective Equipment or Software or replace it with the same or equivalent functional and operational Equipment or Software or re-perform the non-conforming Service. That properly completed repair, replacement or re-performance will be the full extent of Contractor's liability for the warranty claim. If this investigation indicates the warranty claim

is not valid, then Contractor may invoice City for responding to the claim on a time and materials basis using Contractor'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 Contractor;

- (e) That these warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Contractor; City's failure to comply with all applicable industry and OSHA standards and that failure being the primary cause of the defect or damage; (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) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vi) normal or customary wear and tear
- (f) That all Equipment shall be delivered new and in original manufacturer's packaging and shall be covered for repair or replacement during the term of this Contract as amended or extended;
- (g) That any Software that it is provided to the City shall:
 - (1) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
 - (2) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.
- (h) That the Contractor has the full right and power to grant the City a license to use the Motorola Software and Equipment provided under this Contract and that Contractor has obtained a similar warranty from providers of Non-Motorola Software provided under this Contract which Contractor shall immediately pass through to the City.
- (i) That these express limited warranties are extended by Contractor to the City purchasing the Equipment and Software for commercial, industrial, or governmental use only, and are not assignable or transferable, except to the State of Michigan.
- (j) **DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT, SERVICES AND MOTOROLA SOFTWARE PROVIDED UNDER THIS CONTRACT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF**

Handwritten signatures in black ink, including a signature that appears to be 'John' and another that appears to be 'SA Alan [unclear]'. The signatures are written in a cursive style.

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES DO NOT APPLY TO OTHER CONTRACTOR REPRESENTATIONS IN THIS CONTRACT.

Article 4.

Contract Effective Date and Time of Performance

- 4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Purchasing Director. The effective date of this Contract shall be deemed to be November 1, 2014 upon authorization of the Contract by resolution of the City Council.
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.
- 4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

Article 5.

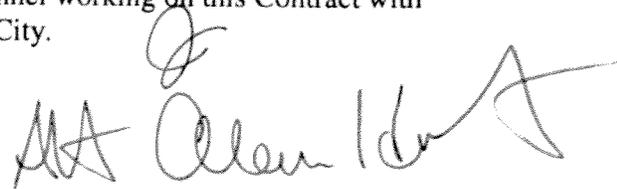
Data to Be Furnished Contractor

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

Article 6.

Contractor Personnel and Contract Administration

- 6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.
- 6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.

Handwritten signatures in black ink, including a large signature that appears to be 'AA' followed by a name, and another signature to the right.

- 6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.
- 6.04 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.
- 6.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.
- 6.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

Article 7. Compensation

- 7.01 This Contract acknowledges that the City has paid by Purchase Order #2899981 and fully compensated to the Contractor for all recurring maintenance services (not miscellaneous Services) provided to the City from February 1, 2014 to November 30, 2014, which are subject to all terms and conditions expressly stated in the content of this Contract

Compensation for Services provided shall not exceed the amount of Four Million and 00/100 Dollars (\$4,000,000.00) inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 17, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

- 7.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The City employee responsible for accepting performance under this Contract is:

Name	<u>Celia Washington</u>
Title	<u>2nd Deputy Chief - Legal Advisor</u>
Address	<u>1301 Third Avenue, 7S - Suite 751</u>
City, State and Zip Code	<u>Detroit, Michigan 48226</u>
Telephone:	<u>(313) 596-2158</u>
Facsimile:	<u>(313) 596-6818</u>
Email Address:	<u>washingtonc@detroitmi.gov</u>

The City employee from whom payment should be requested is:

Name	<u>Celia Washington</u>
Title	<u>2nd Deputy Chief - Legal Advisor</u>
Address	<u>1301 Third Avenue, 7S - Suite 751</u>
City, State and Zip Code	<u>Detroit, Michigan 48226</u>
Telephone:	<u>(313) 596-2158</u>
Facsimile:	<u>(313) 596-6818</u>
Email Address:	<u>washingtonc@detroitmi.gov</u>

**Article 8.
Maintenance and Audit of Records**

8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted

accounting principles and maintained for a minimum of three (3) years after the Contract completion date.

8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.

- (a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.
- (b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.

Article 9. Indemnity

9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following which results in personal injury, death, or damage to tangible property and which occurs during the term of this Contract:

- (a) Any negligent or tortuous act, error, or omission attributable in whole or in part to the Contractor or any of its Associates, except for an act, error or omission wholly attributable to the negligence of the City; and
- (b) Any failure by the Contractor or any of its Associates to perform their obligations under this Contract; and
- (c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates negligent performance of this Contract.

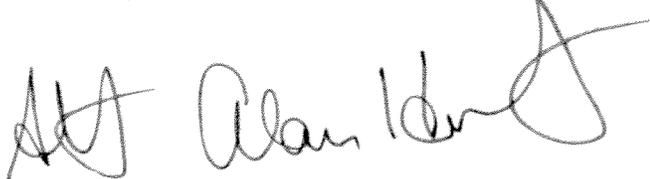
9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. .

- 9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.
- 9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard Contractor property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.
- 9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.
- 9.06 The Contractor agrees that this Article 9 shall apply to all claims covered under this Article 9, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims as set forth above.

**Article 10.
Insurance**

10.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	Michigan Statutory minimum
(b) Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
(c) Commercial General Liability Insurance (Broad Form Comprehensive)	\$5,000,000.00 each occurrence \$5,000,000.00 aggregate
(d) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit for bodily injury and property damage

- 10.02 The commercial general liability insurance policy shall include an endorsement including the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.
- 10.03 Each such policy shall contain the following or similar cross-liability separation of insureds wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."
- 10.04 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.
- 10.05 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.
- 10.06 All insurance policies shall name the Contractor as the insured. Contractor shall notify City if such policies are to be canceled or reduced. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and upon the expiration dates of expiring policies.
- 10.07 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 10.08 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 11.
Default and Termination

11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.

11.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.

- (a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
- (1) The Contractor fails to begin work in accordance with the terms of this Contract; or
 - (2) The Contractor, in the reasonable judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
 - (3) The Contractor ceases to perform under the Contract; or
 - (4) The City is of the reasonable opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
 - (5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the reasonable judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
 - (6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
 - (7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
 - (8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
 - (9) The performance of the Contract, in the reasonable judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
 - (10) The Contractor fails in any of the agreements set forth in this Contract; or
 - (11) The Contractor ceases to conduct business in the normal course; or

- (12) The Contractor admits its inability to pay its debts generally as they become due.
- (b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the reasonable satisfaction of the City, this Contract shall terminate on the tenth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, upon detailed written request from the Contractor, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.
- (c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- (d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.
- (e) The City's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.

11.03 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor ten (10) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in

accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

11.04 After receiving a Notice of Termination for Cause or Convenience and except as otherwise directed by the City, the Contractor shall:

- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
- (d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
- (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

11.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

Article 12. Assignment

12.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Contractor may assign this Contract to a subsidiary or successor corporation of Contractor without prior consent of the City so long as assignee meets all requirements of the City, i.e., is financially and technically responsible, obtains income tax, property tax and human rights clearances from the City, meets all

requirements of this Contract, and so long as both Contractor and its assignee execute a written assignment as provided by the City. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

Article 13. Subcontracting

- 13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City approves of Contractor subcontracting to Comsource, Inc. and Mobile Communications, Inc. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.
- 13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.
- 13.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.
- 13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.
- 13.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

Article 14. Conflict of Interest

- 14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.
- 14.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.
- 14.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.

Article 15.
Confidential Information

- 15.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.
- 15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.
- 15.03 The City will protect the Contractor's Confidential Information in the same manner that the City protects its own confidential information. Contractor's Confidential Information shall include any information that is disclosed by Contractor to the City in written, graphic verbal or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in

writing within ten (10) days of the disclosure. Contractor's Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Contract, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving party without breach of this Contract; is explicitly approved for release by written authorization of the disclosing party; or is subject to disclosure under the Michigan Freedom of Information Act, or other applicable law or court order.

Article 16. Compliance with Laws

- 16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.
- 16.03 The Contractor shall comply with the Detroit Living Wage Ordinance and execute the Detroit Living Wage Ordinance Contractor Certification, attached as Exhibit C.

Article 17. Amendments

- 17.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 17.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.
- 17.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Purchasing Director.

17.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

**Article 18.
Fair Employment Practices**

18.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.

18.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 18 in any subcontract, as well as provide the City a copy of any subcontract upon request.

18.03 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

**Article 19.
Notices**

19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the Police Department on behalf of the City:

City of Detroit
Police Dept.
1301 Third Street
Detroit, Michigan 48226
Attention: Ms. Celia Washington, Dept of the Chief

If to the Contractor:

Company's Name	Motorola Solutions, Inc.
Address	1303 East Algonquin Road, 8th Floor
City, State and Zip	Schaumburg, Illinois 60196
Attention:	Mr. Michael Mraz

19.02 All Notices shall be deemed given on the day of receipt. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

19.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 20.
Proprietary Rights and Indemnity

20.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract.

20.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.

20.03 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 City the Equipment, Software, or related services remain vested exclusively in Motorola, and this Contract does not grant to City any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to City, either directly or by implication, estoppels, or otherwise, any right, title or interest in Motorola's Proprietary Rights. City 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 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.

20.04 Contractor will defend and indemnify, at its sole cost and expense, any claim or cause of action brought against City that is based on a third-party claim alleging that the Motorola manufactured Equipment or Motorola Software ("Product") provided by Contractor infringes a trademark, trade secret United States patent or copyright, or a patent or copyright recognized as a result of a treaty entered into by the United States ("Infringement Claim"). Contractor's duties to defend and indemnify are conditioned upon: City promptly notifying Contractor in writing of the Infringement Claim so that the Contractor has the opportunity to answer such claim or cause of action; Contractor having sole control of the defense of the suit and all negotiations for its settlement or compromise; and City providing to Contractor cooperation and, if requested by Contractor, reasonable non-monetary assistance in the defense of the Infringement Claim. In addition to Contractor's obligation to defend, and subject to the same conditions, Contractor will pay all damages finally awarded against City by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Contractor in settlement of an Infringement Claim.

- 20.05 If an Infringement Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for City the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing while providing functionally equivalent performance; or, after using best efforts to comply with (a) and (b) above, (c) accept the return of the Product and grant City a credit for the Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.
- 20.06 Contractor will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Product by the City with any software, apparatus or device not furnished by Contractor which does not conform to the original System design and which combination violates the proprietary rights of a third party; (b) the use by the City of ancillary equipment or software not furnished by Contractor and that is attached to or used in connection with the Product; (c) Product designed or manufactured in accordance with City'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 Product by a party other than Contractor; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Contract; or (f) the failure by City to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. Motorola is not liable for indemnifying City for any royalties or revenues that City derives from the sales, rental, or license of any Motorola supplied Product.
- 20.07 This Article provides City's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement Claim. City has no right to recover and Contractor has no obligation to provide any other or further remedies, whether under another provision of this Contract or any other legal theory or principle, in connection with an Infringement Claim.
- 20.08 Title and risk of loss to Equipment sold to the City hereunder shall pass to the City upon delivery. Any Motorola Software provided shall be licensed in accordance with the Software License Agreement. Any tangible documents delivered hereunder which depict system design changes made to City's System shall become the property of City.

Article 21.
Force Majeure

- 21.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

Article 22.

Waiver

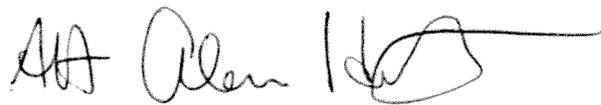
- 22.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.
- 22.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.
- 22.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 23.

Miscellaneous

- 23.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 23.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.
- 23.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 23.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 23.05 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

- 23.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 23.07 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 23.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 23.09 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.
- 23.10 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 23.11 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 23.12 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.
- 23.13 After providing the Contractor with thirty (30) calendar days notice of its intent to do so, the City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.
- 23.14 All parts of the Contract are intended to be construed consistently with each other. In the event of an irreconcilable conflict between any of the parts of the Contract, the following are the controlling parts of the Contract, in descending order: the Legal Terms and Conditions (which are set forth from the first page of the Contract up to and including the signature page of the Contract), Exhibit A, Exhibit B, and then any other Exhibit or part that is expressly referenced in the Contract as attached to, or incorporated by reference into, the Contract.
- 23.15 Limitation of Liability. Contractor's total liability to the City for breach of this Contract, including commercial claims or causes of action related to breach of this Contract, shall be Four Million and No/100 Dollars (\$4,000,000.00). ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR 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 CONTRACT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS CONTRACT. This limitation of liability provision survives the expiration or termination of the Contract and applies notwithstanding any contrary provision. The limitation of liability in this section, 23.15, shall not apply to Contractor's duties and obligations under Article 9, Indemnity, of this Contract, to Contractor's intentional wrongful acts or omissions resulting in a breach of this Contract, or for commercial claims or causes of action brought by third parties against the City, resulting in cross claims by the City against the Contractor as a result of the Contractor's acts or omissions during the performance of this Contract. The limitation of liability in this section, 23.15, shall not be construed in any manner as limiting the coverage or the benefit of additional insured status of the City required under Article 10, Insurance, of this Contract.

(Signatures appear on next page)

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

Witnesses:

Contractor:

1. Kathleen A. Klein-Wassink
Name

By: [Signature]
Name

2. Mark W. Anthony
Name

Its: Vice President
Title

Witnesses:

City of Detroit

_____ Department:

1. [Signature]
Name

By: [Signature]
Name

2. [Signature]
Name

Its: Police Chief
Title

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL OR _____ ON:

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 7.5-206 OF THE
CHARTER OF THE CITY OF DETROIT

APR 07 2015

FRC APPROVAL

APR 20 2015

Date

[Signature] 4/21/15
Purchasing Director Date

[Signature] 3-2-15
Corporation Counsel Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL OR EMERGENCY MANAGER AND
SIGNED BY THE PURCHASING DIRECTOR.**

EXHIBIT A

SCOPE OF SERVICES

I. Notice to Proceed

The term of this Contract shall begin on December 1, 2014 and shall terminate on June 30, 2016. The Contractor shall commence performance of this Contract upon receipt of a written "Notice to Proceed" from the City and in the manner specified in the Notice to Proceed.

II. Names of Parties in Exhibit A and summary of content

In this Exhibit A, the City is also referred to as the Customer and the Contractor is also referred to as Motorola. All of the terms of Exhibit A, including those in each Statement of Work (SOW) set forth herein, are appended to Contract 2900062 and made a part thereof by this reference.

The Contractor shall perform the Services set forth in Exhibit A. Exhibit A contains four parts, which are numbered as Roman numerals I through V. Number III is Motorola's Services product offerings that include the City's specific requirements. Number IV is a general statement of Excluded Services that are in addition to the exclusions specified in Number III.

III. Included Services

The Services outlined in this Part III of Exhibit A are covered maintenance items that will be paid for by the City under the monthly maintenance fee. However, there are some services which are excluded from the Services set forth in Part III of Exhibit A, which are in addition to those identified in Part IV of Exhibit A. These Services shall be provided by the Contractor to the City on a time and materials basis, at fees not to exceed those set forth for the same services, parts, and equipment in contract (no. 071B2200101) between Motorola and the State of Michigan. The following are details of the Services to be provided by Motorola to the Customer based on the monthly maintenance fee.

System Functionality is defined as the system operating as designed. This is accomplished by maintenance, which is the process for determining the cause of equipment failure, removing, repairing, or replacing components necessary to conform the equipment to the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the components and placing the equipment back into operation so that the system operates as designed.

Statement of Work

Network Monitoring, OnSite Infrastructure Response and Dispatch Service

Motorola will provide Network Monitoring, Dispatch Service and OnSite Infrastructure Response services to Customer Systems. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications System.

1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event, and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, transferring the Event to Technical Support, or opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

2.0 Motorola Responsibilities:

- 2.1. Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO and ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix I further describes the Connectivity options.
- 2.2. If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3. If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4. Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5. Continuously receive data from Customer monitored System and Customer initiated service requests.
- 2.6. Remotely access the Customer's System to perform remote diagnosis as permitted by Customer pursuant to section 3.1
- 2.7. Create a Case, as necessary. Gather information to perform the following:
 - 2.7.1. Characterize the issue
 - 2.7.2. Determine a plan of action
 - 2.7.3. Assign and track the Case to resolution.

- 2.8. Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.7
 - 2.9. Ensure the required personnel have access to Customer information as needed.
 - 2.10. Disable and enable System devices, as necessary, for Servicers.
 - 2.11. Servicer will perform the following on-site:
 - 2.11.1. Run diagnostics on the Infrastructure or FRU.
 - 2.11.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.11.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.11.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
 - 2.12. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
 - 2.13. Escalate the Case to the appropriate party upon expiration of a Response time.
 - 2.14. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
 - 2.15. Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.5 at the following Case levels:
 - 2.15.1. Open and closed; or
 - 2.15.2. Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
 - 2.16. Provide, when requested by Customer, the following reports, as applicable:
 - 2.16.1. Case activity reports to Customer.
 - 2.16.2. Network Monitoring Service reports for Customer System(s).
 - 2.16.3. Network Activity/Availability Reports for ASTRO25, SmartZone/ OmniLink, and Private Data Systems only.
 - 2.17. Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
 - 2.18. Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.
 - 2.19. Maintain and store in an easy accessible location any and all Software needed to Restore the System.
 - 2.20. Maintain and store in an easily accessible location proper System backups.
 - 2.21. Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.5.
 - 2.22. Provide all Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.
- 3.0 Customer Responsibilities:
- 3.1. Allow Motorola Continuous remote access to obtain System availability and performance data.
 - 3.2. Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
 - 3.3. Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
 - 3.4. Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
 - 3.5. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan., including, but not limited to:
 - 3.5.1.1. Case notification preferences and procedure
 - 3.5.1.2. Repair Verification Preference and procedure
 - 3.5.1.3. Database and escalation procedure forms.
 - 3.5.1.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.

- 3.6. Provide the following information when initiating a service request:
 - 3.6.1. Assigned System ID number
 - 3.6.2. Problem description and site location
 - 3.6.3. Other pertinent information requested by Motorola to open a Case.
- 3.7. Notify the SSC when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
- 3.8. Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
- 3.9. Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 3.10. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.11.2
- 3.11. RESERVED
- 3.12. RESERVED
- 3.13. RESERVED
- 3.14. RESERVED
- 3.15. Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters
- 3.16. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC. ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

Severity Level	Standard Response Time	Premier Response Time	Limited Response Time	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	Within 2 hours from receipt of Notification Continuously	Within 4 hours from receipt of Notification Standard Business Day	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Time provided by Servicer *

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
 - Provide update **before** the specific contractual commitments come due.
- * Note: Provide update to System Support Center **before** Deferral time comes due.

Appendix 1

Connectivity Matrix

System Type	Connectivity	Responsibility
ASTRO® 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola
MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

ASTRO 25 6.0 - 6.2	<p>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Environmental Alarms, Microwave)</p>
SmartZone 4.1	<p>Zone Controllers; Database Server; Digital Interface Unit (DIU); Central Electronic Bank (CEB) Interface; AEB; FullVision Server; Air Traffic Router; System Statistics Server (Multi-Zone); Zone Statistical Server; User Configuration Server; NOVA 2000 (Interconnect); Remote RF Sites (Site Controllers Including Simulcast, Stations);</p> <p>MOSCAD Overlay (Stations-Non Trunked, Comparater, TenSr Channel Banks, Environmental Alarms, Microwave)</p>
ARC 4000	<p>Zone Controller, Network Manager Servers, User Configuration Server, Zone Database Server, FullVision Server, Air Traffic Router Server, Packet Data Router & Radio Network Gateway (IV&D), Data Collection Device, Master Site Router (Core, Gateway), Master Site Switches, Individual Site Routers, Individual Site Switches</p>
Astro LE	<p>Site Controllers; Environmental Alarms; Channel Banks</p>
SMARTNET Monitored by MOSCAD SiteSentry	<p>Site Controllers; Stations; Environmental Alarms; Channel Banks. Site Sentry is a canceled product. No new customers.</p>
Private Data	<p>Wireless Network Gateway (WNG); Radio Network Controller (RNC); Base Station</p>
Harmony (HWCS)	<p>MSO, EBTS</p>
MOTObridge	<p>SIP, OMC, Gateway Units</p>

Statement of Work

Technical Support Service

1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service: (i) does not include software upgrades that may be required for issue resolution; (ii) does not include Customer training; (iii) is only available for those system types supported and approved by Technical Support Operations and (iv) limited to Infrastructure currently supported by Motorola,

Technical Support is applicable to the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone® v2.0.3 and higher, SmartZone®/OmniLink®, E911, Private Data v2.0.3 and higher, SmartNet®, Conventional Two-Way, Wireless Broadband and Digital In-Car Video.

2.0 Motorola has the following responsibilities:

- 2.1. Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
 - 2.1.1. If Infrastructure is no longer supported by Motorola, Technical Support will diagnosis the System but may not be able to resolve the issue without the Customer replacing the Infrastructure.
- 2.2. Advise caller of procedure for determining any additional requirements for issue characterization, and Restoration which includes providing a known fix for issue resolution when available.
- 2.3. Attempt remote access to System for remote diagnostics, when possible.
- 2.4. Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- 2.5. Coordinate technical resolutions with agreed upon third party Vendor(s), as needed.
- 2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
- 2.9. Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

3.0 Customer has the following responsibilities:

- 3.1. Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.
 - 3.1.1. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
- 3.3. Supply on-site presence when requested by System Support Center.
- 3.4. Validate issue resolution prior to close of the Case.



- 3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
- 3.6. Remove video from Digital In-Car Video equipment prior to contacting Motorola. If Technical Support assists the Customer in removing video, the Customer acknowledges, understands and agrees that Motorola does not guarantee or warrant that it will be able to extract any captured video or that any captured video will not be damaged, lost or corrupted.
- 3.7. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 3.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> • Response is provided Continuously • Major System failure • 33% of System down • 33% of Site channels down • Site Environment alarms (smoke, access, temp, AC power). • This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> • Response during Standard Business Day • Significant System Impairment not to exceed 33% of system down • System problems presently being monitored • This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ul style="list-style-type: none"> • Response during Standard Business Day • Intermittent system issues • Information questions • Upgrades/preventative maintenance • This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Remote Technical Support Response Times Table

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day

Statement of Work

Infrastructure Repair

1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

2.0 Motorola has the following responsibilities:

- 2.1. Provide repair return authorization numbers when requested by Customer.
- 2.2. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.3. Perform the following service on Motorola Infrastructure:
 - 2.3.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.3.2. Replace malfunctioning FRU or Components.
 - 2.3.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
 - 2.3.4. Perform a Box Unit Test on all serviced Infrastructure.
 - 2.3.5. Perform a System Test on select Infrastructure.
- 2.4. Provide the following service on select third party Infrastructure:
 - 2.4.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.4.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 2.4.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 2.4.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
- 2.5. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.3. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
- 2.6. Properly package repaired Infrastructure.
- 2.7. Ship repaired Infrastructure to the Customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Select third party FRU. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges
- 2.8. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request a return authorization number prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.



- 2.8.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
- 2.8.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
- 2.8.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
- 2.9. Properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Motorola is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
- 2.10. Maintain templates of Software/applications and Firmware for re-loading of Infrastructure as set forth in paragraph 2.5.
- 2.11. For Digital In-Car Video Infrastructure, remove video from equipment prior to sending Infrastructure in for repair. Video retrieval is a separate service and is not included as part of this SOW. Additional services and fee applies.

3.0 Customer has the following responsibilities:

3.1. RESERVED

3.1.1. RESERVED

3.1.2. RESERVED

3.1.3. RESERVED

3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.

3.2 RESERVED

3.3 RESERVED

3.4 RESERVED

3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair services to Customer.

4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair:

1. All Infrastructure over seven (7) years from product cancellation date.
2. All Broadband/WiNS Infrastructure three (3) years from product cancellation date.
3. Physically damaged Infrastructure.
4. Third party Equipment not shipped by Motorola.
5. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
6. Video retrieval from Digital In-Car Video equipment.
7. Test equipment.
8. Racks, furniture and cabinets.
9. Firmware and/or Software upgrades.

ASTRO® 25 Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Backhaul	Includes PTP (Point-to-Point Wireless) PTP 49600 and PTP 800 licensed series Excludes all other PTP technologies
Base Station(s) and Repeater(s)	Includes Quantar, MTR3000, STR3000, GTR8000, GTR8000 HPD, IntelliRepeater, Network Management (Please refer to the SOW for details) is not available on all stations. Quantar high power booster power amplifier, power supply and control board Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys , Telco, IMACS models 600, 800 . Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac 9600, ASTRO-tac 3000, GMC8000, Comparators.
Computer(s)/Workstations/Modems	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, PT800 tablet HP x1100, HPx2100, HP xw4000-4600, HPz400, HP VL600, HP VL800, HPz400, ML850 laptop, MW810, ML900 laptop, ML910 laptop, Compaq XW4000. Includes keyboards, mice, trackballs. Excludes all other laptop and desktop computer technologies and all 286, 386, 486 computers; defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention,
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000, VPM, as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers, MTC3600, GCP8000, Site Controller PSC9600, CSC7000, MTC9600, MZC3600, MZC5000 (Includes Netra240 & T5220). Excludes SSMT and SCMS controllers. CD ROM Drive, Fan Tray
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Firewalls	Includes Nortel Alteon ASF5105, 5106, Juniper SS520, ISSG140, SSG5, ISG1000C, ISG2000
Intrusion Detector	Includes Proventia 201 Linux IDSS, Proventia CX4002C
ISSI Gateway	Includes T5220 Sun server Solaris 10 OS
Links	Includes PTP 49600 and 800 licensed series
Logging Recorder	Excludes all technologies see SOW specifically for NICE logging recorders
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention, as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Motobridge	Included
Moscad	Includes NFM (Network Fault Management), as part of communication System only, RTU, SDM Site Manager RTU. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.

ASTRO 25 Infrastructure Repair cont.	Inclusions, Exclusions, Exceptions and Notes
Network Fault Management	Includes Full Vision, Unified Event Manager Excludes NMC
Gateway	Includes PDG:CPX8216, IVD & HPD PDG on HP DL360, MOTOBRIDGE
Printer(s)	Includes printers that directly interface with the communications system.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC, GPW8000, GTR8000, GTR8000 HPD Receivers. Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Routers	Includes GGM8000, ST5500, ST5598, S2500-S6000
Servers	Includes Netra 240, Netra T5220, cPCI, HP DL360, HP ML370, HP ML110, HP ML530, HP TC2110, 2120 HP InfoVista Server, IR8000 series, LX4000 series, Intel Server TSRL-T2, TIGPR2U, Proventia 201 Linux IDSS, Proventia GX4002C, Trak9100. Network Management Server includes cPCI Chassis, Power Supply, Fan Tray, Controller Hard Drive, CD ROM Drive, Tape Drive, CPU, Client PC's, Core Security Management Server, Firewall Servers, Intrusion Detection Sensor Server. Excludes Dell Servers, Monitors, Memory Module 0182915Y02, Rear Fan RLN5352, Central Process Card 0182915Y01
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System.
Secure	Includes KMF crypto card, end to end Cryptor for IVD PDEG Cryptr
SMARTX	Includes VPM
Switch	Includes Nortel Passport PBX, Cisco Catalyst 6509, HP 5308 LAN switch, HP ProCurve Switch 2524, 2650, 2626, HP3500, HP2610, 3Com PS40, SS1100
Telco PBX	Includes Avaya DFINITY PBX, S8300, S8500, Intel Server (ACSS), TSRLT2, TIGPR2U
Terminal Servers	Includes IR8000, LX4000S, LX4000T, Paradyne
Universal Simulcast Controller Interface(s)	Included
UPS Systems	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Workstation	Included

SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quanto, Digital, MTR2000 ONLY.
Central Electronics Bank(s)	Includes Logging Recorder, Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all other technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C
Zone Controller(s)	Includes console terminals. Excludes all Sun/IMP hard drives <u>except</u> TLN3495A 0820 1 GB drive as well as the following SUN/IMP CPUSSET's: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.

SmartNet System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Includes Quantar, Quantro, Digital MSF5000, MTR2000, and Desktrac L35SUM7000-T Repeaters ONLY. Network Management (please refer to the SOW for details) is not available on all stations.
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs, Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all other technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	INFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC Receivers.



SmartNet System Infrastructure cont.	Inclusions, Exclusions, Exceptions and Notes
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

Broadband Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Access Points	Includes PMP (Canopy), Motomesh Duo, Motomesh Quattro, Meshcam, Motomesh Solo, Motomesh AP7181 intelligent access points. Excludes all other technologies
Backhaul	Includes PMP (Canopy) and PTP (Point-to-Point Wireless) PTP 49600 and 800 licensed series Excludes all other technologies
Cables, connectors and testers	Excluded
Cameras	Includes Meshcam Excludes all other technologies, fixed black & white, color, pan tilt zoom analog, pan tilt zoom IP, fixed hybrid (IP and Analog) cameras
Cluster Management Modules (CMM)	Includes PMP (Canopy). Excludes all other technologies
Digital Video Recorder	Includes Mobile Video Enforcer Excludes all other technologies
Docking Station	Includes Mobile Video Enforcer Excludes all other technologies
GPS Synch Box	Excluded
Links	Includes PTP 49600 and 800 licensed series
Mobile Internet Switching Controller(MISC)	Excluded
Modems	Includes Mobile Video Enforcer Excludes all other technologies
Monitors	Includes Mesh,MotoMesh Excludes all other technologies
Mounting Bracket	Excluded
Multiplexers	Excluded
Network Interface Card	Excludes RAD data multiplexers
Network Switches	Includes Mesh, MotoMesh, Meshcam Excludes all other technologies
Networking Enablers	Included
Personal Tracking Device	Excludes Asymmetric DSL Broadband Gateway, Asymmetric Customer Premise Equipment, Symmetric DSL Broadband Gateway, Symmetric DSL-CPE's and accessories
Power Supply	Includes MeshTrack Excludes all other technologies
Reflector Hardware Kit	Included
Server	Excluded
Software	Included HP DL360, Mobile Video Enforcer system server Excludes all other technologies
Subscriber Modules	Excluded
Surge Suppressor/LPU	Includes, PMP (Canopy) Excludes all other technologies
UPS	Excluded
Video Recording System	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any one-site services.
Wireless Router AC and DC Input	Includes Mobile Video Enforcer Excludes all other technologies



Conventional System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Quantar, Quantro, MTR2000, MTR3000, GTR8000 including IPCCGW. Excludes MICOR and MSF5000
Central Electronics Bank(s)	Includes logging recorder interface and network hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, ASTRO-tac, GMC8000.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables and Commandstar mother board CDN6271. Commandstar and Commandstar Lite are also excluded as a conventional system operator position but can be covered when services are purchased separately.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s) (DIU)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000 Excludes all other fire alarming systems.
Motobridge	Included
Printer(s)	Includes printers that directly interface with the communications System.
Receiver(s)	Includes Quantar , MTR2000, ASTRO-TAC, GPW8000 receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

Data System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Base Station(s) and Repeater(s)	Includes Quantar (DSS3, DBS), GTR8000.
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Dictaphones , Logging Recorders and Recording Equipment	Includes NICE Excludes all technologies see SOW specifically for NICE logging recorders
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Printer(s)	Includes printers that directly interface with the communications System.
Radio Network Controller	Includes One (1) RNC and One (1) RNC Console. Redundant RNC's must be quoted separately. Excludes RNC1000, NCP500, NCP2000, NCP2500 and NCP3000.
Site Data Link Modem(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Wireless Network Gateway	Excluded from the prime/remote site or system agreement but can be covered when services are purchased separately.

Cassidian Communications Infrastructure Repair w Advanced Replacement Vesta Pallas, Vesta Standard (Maars/ComCentrex), Vesta Meridian and Sentinel Patriot Systems	Inclusions, Exclusions, Exceptions and Notes
ACU (Auto Control Unit)	Includes Vesta systems only Excludes Sentinel Patriot
ARU (Alarm Reporting Unit)	Included
ALI (Automatic Location Identification) Controller	Includes Analog Station Card(s), Called ID Board(s), Conference Board(s), DTMF Tone Receiver Board(s), Digital Station Card(s), E&M Card(s), Ground Loop Start Card(s), MF Receiver Board(s), 911 Line Card(s)
ANI (Asynchronous Network Interface) Controller	Included
BCM (Business Communication Manager)	Includes Vesta Pallas only Excludes all other technologies
Cable(s)	Excluded
CIM (Console Interface Module)	Includes Sentinel Patriot Excludes all other technologies
CRU (Call Record Unit)	Included
CIU (CAD Interface Unit)	Included
Computer(s)/Workstation	Includes computers sourced by Cassidian Communications and sold by Motorola that directly interface with or control the Cassidian Communications Systems, monitor, sound card, keyboards, mice and trackballs. Excludes defective or phosphor-burned cathode ray tubes (CRT) and burned-in flat panel display image retention.
Controllers	Includes Vesta Standard Excludes all other technologies
DBU (Data Base Unit)	Includes Vesta Standard Excludes all other technologies
Digital Logging Recorders, Logging Recorders and Recording Equipment	Includes Pyxis, Cassidian Communications sourced and sold by Motorola Excludes all other technologies see SOW specifically for NICE logging recorders
Herbie	Includes Vesta systems only Excludes Sentinel Patriot
Line Boosters/Amplifier/Short haul modems	Excluded
Modified Network LAN Switch	Included
Modem(s)	Includes ALI modem sources and sold by Motorola Excludes all other technologies
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications Systems. Excludes Non-Certified monitors, defective or phosphor-burned cathode ray tubes (CRT), flat panel monitors with burned in image retention and monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
MTU (Multi-line Trunk Unit)	Includes Vesta Pallas only Excludes All other technologies
Printer(s)	Includes Cassidian Communications sourced and sold by Motorola that directly interface with the communications System
Power Supplies, PSU (Power Supply Unit)	Includes Vesta Pallas, Vesta Standard Excludes all other technologies
RMU (Remote Maintenance Unit)	Includes Vesta Standard only Excludes all other technologies
Ring Generator(s)	Included
Routers	Included
RIS (Radio Interface Subset)	Included (note, only works with the Herbie)
Server(s) ALI	Includes Vesta servers, Sentinel Patriot Excludes all other technologies
Telephone(s)	Includes 911 and KEM administrator telephone sourced with the 911 System and sold by Motorola. Excludes Nortel (Avaya) telephone sets
TIU (Trunk Interface Unit)	Includes Vesta Standard Excludes all other technologies



Console Only Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub, Base Interface Module (BIM), Console Operator Interface Module (COIM), Operator Interface Module (OMI). Excludes all other technologies see SOW specifically for NICE logging recorders
Central Electronic Shelf (CES)	Included
Computer(s)	Includes computers that directly interface with CEB. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (CommandSTAR, CommandSTAR lite, Centracom Gold Elite MCC7500, MCC7500 w/ VPM, MCC5500, MIP5000, MC1000, MC2000, MC2500, MC3000) as part of complete communication System – Including headset jacks, dual footswitches, and gooseneck microphones and Console Interface Electronics. Excludes cables
Console Audio Box (CAB)	Included
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Junction Box	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Site Frequency Standard(s)	Includes Netlocks systems Excludes MFS -Rubidium Standard Network Time and Frequency devices
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.



Digital In-Car Video Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Cables, connectors and testers	Excluded
Cameras	Includes 22X Front Camera. Excludes rear cameras
Data Talker Wireless Transmitters	Excluded
Digital Video Recorder	Includes Base unit running DP-2 software
Data Storage Module	Included
LCD Monitor	Includes DP-1 & DP-2 versions only
Video Retrieval	It is the customer's responsibility to remove the video before sending the DSM into the Motorola Repair Depot for repair.
	Video retrieval is a separate service and is excluded from this SOW.



MOTOTRBO Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
XRC9000 Single Site or Multi Site Controller	Included TT2213 single site; TT2215 multi site
MTR3000	Includes T3000
MIP5000 MOTOTRBO Gateway	Includes L3598
XRT9000 Gateway	Includes TT2386A

Statement of Work

Network Preventative Maintenance

1.0 Description of Service

Network Preventative Maintenance will provide an operational test and alignment, on the Customer's Infrastructure Equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets original manufacturer's specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference. Customer's System type determines which Exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Network Preventative Maintenance will be performed during Standard Business Days. If the System or Customer requirements dictate this service must occur outside of Standard Business Days, Motorola will provide an additional quotation. Customer is responsible for any charges associated with helicopter or other unusual access requirements or expenses.

2.1 Motorola has the following responsibilities:

- 2.2 Notify the Customer of any possible System downtime needed to perform this service.
- 2.3 Physically inspect the Infrastructure Equipment in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- 2.4 Remove any dust, and/or foreign substances from the Infrastructure.
- 2.5 Clean filters, if applicable.
- 2.6 Measure, record, align, adjust the Infrastructure Equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.
- 2.7 Maintain periodic backup of databases, Software applications and Firmware.

3.0 Customer has the following responsibilities:

- 3.1 Provide preferred schedule for Network Preventative Maintenance to Motorola.
- 3.2 Authorize and acknowledge any scheduled System downtime.
- 3.3 RESERVED
- 3.4 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Preventative Maintenance services to Customer.



ASTRO® 25 ARC4000, 6.x, & 7.x Network Preventative Maintenance Checklist

ASTRO® 25 ARC4000, 6.x, & 7x	Operational Check (where applicable) Reference existing site PM documents for exact measurements	
CO-LOCATED/REMOTE SITE Repeater(s), Control Station(s)	TX Frequency in Hz	
	TX Power Output of Station (Forward/Reflected)	
	TX Power Output out of Combiner (Forward/Reflected)	
	TX Low Speed Deviation	
	TX Test Pattern Deviation	
	TX BER	
	RX Tower/Rack Mounted Amplifier	
	RX RF Level at 5% BER at Receiver and Through Multi-Coupler	
	Receiver Desense/ Degradation do to Site Noise and TX Desense	
	Wireline Audio Input & Output Levels	
	Site Controllers	Check Lights/Fan Operation
		Check/Align Frequency Standard
	Roll to Redundant Controller (pre-approved by customer)	
	Test Site Trunking/Failsoft Modes (pre-approved by customer)	
	Multiple Control Channel Switching (pre-approved by customer)	
Router/Switches	Check Lights/Fan Operation	
All Equipment	Check Diagnostics/Alarms	
	Power Supply Voltages	
MASTER/PRIME SITE (RF Equipment)		
Master/Prime Site Controllers	Check Lights/Fan Operation	
	Roll to Redundant Controller (pre-approved by customer)	
Router/Switches	Check Lights/Fan Operation	
ASTRO-TAC Comparators	Check for receiver to Comparator audio path	
	ACTAC 9600 Comparator All sites on line? V.24 link health- link delays	
Channel Bank	Channel Bank/ transport health for all sites (diagnostics/alarms)	
	Roll to Redundant Power Supply (pre-approved by customer)	
MASTER/PRIME SITE (Servers)		
	Master Site Servers health (diagnostics/alarms)	
	Complete backup of databases	
	Roll to Redundant Zone Controller (pre-approved by customer)	
Misc Equipment	Remote Access Test	
	Check all modems for proper levels & synchronization	
	MBX/Other telco interface common equipment	
GPS		
	Roll to Redundant Receive Reference Module (pre-approved by customer)	
	Frequency Standards (check 1 PPS, 5 MPPS, composite)	
	Check Power Supply Voltages	
POWER		
UPS	Check Diagnostics/Alarms	
	AC/DC Voltages/Batteries	
	Switch-Over Operations	
Generator	Switch to Generator Power (pre-approved by customer)	
AC to DC Power Unit (RF equipment)	Switch to Battery Power (pre-approved by customer)	
All Equipment	Check Diagnostics/Alarms	



CONSOLES POSITIONS/REMOTES	Audio Input & Output Level
	Ethernet Operation
	CEB/MCC Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB/MCC Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU, CRT's
	CEB/AEB/MCC diagnostics
TRUNKING TEST (Completed at all sites)	Talkgroup Test
	Multigroup Call
	Private Call
	Secure Call

Statement of Work

SP - Managed Services – Site Preventive Maintenance Generator, UPS, HVAC, Tower, Perimeter Security

1. Description of Service

Site Management Network Preventive Maintenance will provide, as required, an operational test and alignment on the Customer's equipment (generator, UPS, HVAC, tower, and perimeter security) to ensure the equipment meets original manufacturer's specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference. Site Management Network Preventive Maintenance will be performed during Standard Business Days, unless otherwise noted. If the System or Customer requirements dictate this service must occur outside of Standard Business Days, Motorola may provide an additional quotation. Customer is responsible for any charges associated with helicopter or other unusual access requirements or expenses.

2. Motorola has the following responsibilities:

- 2.1 Notify the Customer of any possible System downtime needed to perform this service.
- 2.2 Physically inspect the Infrastructure Equipment in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- 2.3 Remove any dust, and/or foreign substances from the Infrastructure.
- 2.4 Clean filters, if applicable.
- 2.5 Measure, record, align, and adjust the Infrastructure Equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.
- 2.6 Follow the Customer's guidelines for obtaining site access
- 2.7 Parts used for these services will be billed as above contract, unless otherwise noted. Also parts labor and any other services required will be billed as above contract expenses, unless otherwise noted. Above contract billing will be approved by the Motorola Solutions SM prior to start of work and a detailed inspection report documenting performance of the inspection and any approved repairs will be provided to the Motorola Solutions SM upon completion of work.
- 2.8 Maintain periodic backup of databases, Software applications and Firmware.

3. Customer has the following responsibilities:

- 3.1 Provide preferred schedule for Network Preventative Maintenance to Motorola.
- 3.2 Authorize and acknowledge any scheduled System downtime.
- 3.3 RESERVED
- 3.4 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Preventative Maintenance services to Customer.

Site Preventive Maintenance Checklist

1. Generators

Generators will receive two scheduled inspection visits per year during normal business hours. One of these inspection visits also includes preventative maintenance such as changing the oil.

1.2 Preventive Maintenance

Caterpillar G3520C

Annually:

- Engine Oil-Change
- Engine Oil Filter-Change
- Aftercooler Condensation-Drain
- Air Starting Motor Lubricator Bowl-Clean
- Alternator-Inspect
- Bearing (Ball)-Lubricate Belts-
Inspect/Adjust/Replace Compressor
- Bypass-Check
- Cooling System Coolant Sample (Level 2)-Obtain
- Crankcase Blowby-Measure/Record
- Crankshaft Vibration Damper-Inspect
- Cylinder Pressure-Measure/Record
- Engine Crankcase Breather-Clean
- Engine Mounts-Check
- Engine Oil Sample-Obtain
- Engine Protective Devices-Check
- Engine Speed/Timing Sensor-Clean/Inspect
- Engine Valve Lash and Bridge-Adjust
- Gas Pressure Regulator Condensation-Drain
- Generator Set Vibration-Inspect
- Hoses and Clamps-Inspect/Replace
- Ignition System Timing-Check/Adjust
- Inlet Air System-Inspect
- Insulation-Test
- Radiator-Clean
- Starting Motor-Inspect
- Stator Lead-Check
- Valve Stem Projection-Measure/Record

1.2 Preventive Maintenance continued

Generac SG135

Semi-annually:

Operating Inspection (while unit is running)
 Visual Inspection performed twice per year
 Overall appearance of equipment and controls(housing, generator and engine)
 Tension and condition of all fan belts
 Fuel system
 Lubricating oil level (lube oil, filter, breather)
 Coolant system (check hoses, clamps, block heater)
 Battery(clean and grease connections)
 Battery charger
 Air filter assembly
 Check generator components (clean brushes, holders, slip rings and exciter connections)
 Check and clean controller
 Check electrical connections
 Check mounting bolts

Annually:

Day tank
 Cooling thermostat
 Alternator and battery charging regulator
 Output voltage and frequency
 Transfer switch
 Test safety shut downs
 When practical, test unit under load to adjust governor or carburetion system

1.3 Sites

SITE #	SITE IDs	SITE NAME	ADDRESS	QTY/ MODEL GENERATOR
2201	SZ07967	LYNDON - MASTER	13331 LYNDON AVE DETROIT, MI 48227	1 / G3520C
2202	SZ076970101	PALMER PARK-REMOTE	900 MERRILL PLAISANCE ST DETROIT, MI 48203	1 / SG135
2203	SZ076970102	JAYNE FIELD-REMOTE	4128 LUCE DETROIT, MI 48212	1 / SG135
2206	SZ079670103	DENBY-REMOTE	12850 KELLY DETROIT, MI 48224	1 / SG135
2207	SZ079670104	BELLE ISLE-REMOTE	END PLEASURE DR DETROIT, MI 48207	1 / SG135
2209	SZ079670105	PENOBSCOT-REMOTE	1356 GRISWOLD ST AT FORT ST DETROIT, MI 48226	1 / SG135
2302	SZ079670106	WARREN/LAWTON AVE-REMOTE	2775 W WARREN AVE DETROIT, MI 48208	1 / SG135
2303	SZ079670107	LIVERNOIS-REMOTE	2111 LIVERNOIS DETROIT, MI 48209	1 / SG135
2305	SZ079670108	KENEMY-REMOTE	2260 S FORT DETROIT, MI 48217	1 / SG135
2306	SZ079670109	WEST SIDE/IRIS-REMOTE	9999 IRIS ST DETROIT, MI 48227	1 / SG135
2307	SZ079670110	8th/TRINITY-REMOTE	21400 GRAND RIVER DETROIT, MI 48219	1 / SG135

2. UPS

UPSs will receive an annual preventative maintenance check every year after business hours. Parts (including batteries and excluding capacitors), labor, mileage, travel and shipping are covered by Onsite Service on a 24x7 basis. Detailed inspection reports are included after each visit. There is next day delivery of replacement parts and/or batteries. Standard response is 25 hours. Emergency response is 8 hours. Emergency response is defined as any location which is out of service where an override of the Powerware equipment is not possible.

2.1 Inspection/Preventive Maintenance:

- Check of unit wiring
- Visual inspection of internal sub-assembly and major components
- Check of mechanical connections
- Check fan operation
- Clean foreign material from unit interior
- Check operation of alarm circuits
- Verification of system software parameters
- Calibration of unit to manufacturers specifications
- Verify bypass/static switch
- Perform battery and inverter diagnostics
- Verify charge operation
- Perform any necessary field engineering modifications
- Return unit to normal operation with customer loads
- Check and tighten any loose battery wiring connections
- Check batteries for any visible bulging or leaking
- Check and document battery date codes

2.2 Sites

SITE #	SITE IDs	SITE NAME	ADDRESS	QTY/MODEL UPS
2201	SZ07967	LYNDON - MASTER	13331 LYNDON AVE DETROIT, MI 48227	2 / 9315-160/100 9315-80/65
2202	SZ076970101	PALMER PARK-REMOTE	900 MERRILL PLAISANCE ST DETROIT, MI 48203	1 / FE10KVA
2203	SZ076970102	JAYNE FIELD-REMOTE	4128 LUCE DETROIT, MI 48212	1 / FE7.0KVA
2206	SZ079670103	DENBY-REMOTE	12850 KELLY DETROIT, MI 48224	1 / FE4.3KVA
2207	SZ079670104	BELLE ISLE-REMOTE	END PLEASURE DR DETROIT, MI 48207	1 / FE7.0KVA
2209	SZ079670105	PENOBSCOT-REMOTE	1356 GRISWOLD ST AT FORT ST DETROIT, MI 48226	1 / FE4.3KVA
2301	SZ07967D15	THIRD AVE-DISPATCH	1340 THIRD AVE DETROIT, MI 48226	1 / FE10KVA
2302	SZ079670106	WARREN/LAWTON AVE-REMOTE	2775 W WARREN AVE DETROIT, MI 48208	1 / FE4.3KVA
2303	SZ079670107	LIVERNOIS-REMOTE	2111 LIVERNOIS DETROIT, MI 48209	1 / FE4.3KVA
2304	SZ07967D16	WEST JEFFERSON-DISPATCH	9300 W JEFFERSON DETROIT, MI 48209	1 / FE7.0KVA
2305	SZ079670108	KENEMY-REMOTE	2260 S FORT DETROIT, MI 48217	1 / FE4.3KVA
2306	SZ079670109	WEST SIDE/IRIS-REMOTE	9999 IRIS ST DETROIT, MI 48227	1 / FE7.0KVA
2307	SZ079670110	8th/TRINITY-REMOTE	21400 GRAND RIVER DETROIT, MI 48219	1 / FE4.3KVA

3. HVAC

HVAC systems will receive quarterly preventative maintenance checks every year during normal business hours. The oil filters, air filters, and drive belts used for these services is included.

3.1 Preventive Maintenance

Quarterly:

- Replace air filters
- Verify economizer operation and filter condition
- Check cooling operation, including controls, contactors and relays
- Tighten and clean electrical connections as needed
- Check compressor oil level, suction pressure reading and temperature
- Replenish oil as needed
- Check heat pressure reading and liquid line temperature
- Check oil pressure reading and oil safety device
- Check pressure controls and starter/contactors
- Check motor amps and volts
- Check capacity control and crankcase heaters
- Check for signs of leaks
- Check refrigerant charge
- Replenish refrigerant as needed
- Check moisture indicator
- Check valve operation and heat exchanger
- Check burner condition
- Check inducer fan/combination blower
- Check ignition sequence
- Check fan limit operation
- Check flame characteristics
- Lubricate motor bearings and fan and pump bearings
- Check sheaves and pulleys
- Check condensate pan and drain
- Inspect coil condition
- Check solenoid valves and damper motors
- Check thermostats
- Check critical alarms/safeties and relays

Annually:

- Power wash condenser coils
- Replace drive belts

* Standard Business Day

3.2 Sites

SITE #	SITE IDs	SITE NAME	ADDRESS	QTY HVAC
2201	SZ07967	LYNDON-MASTER	13331 LYNDON AVE DETROIT, MI 48227	2
2202	SZ0976970101	PALMER PARK-REMOTE	900 MERRILL PLAISANCE ST DETROIT, MI 48203	4
2203	SZ0976970102	JAYNE FIELD-REMOTE	4128 LUCE DETROIT, MI 48212	4
2206	SZ0976970103	DENBY-REMOTE	12850 KELLY DETROIT, MI 48224	4
2207	SZ0976970104	BELLE ISLE-REMOTE	END PLEASURE DR DETROIT, MI 48207	4
2302	SZ0976970106	WARREN/LAWTON AVE-REMOTE	2775 W WARREN AVE DETROIT, MI 48208	4
2303	SZ0976970107	LIVERNOIS-REMOTE	2111 LIVERNOIS DETROIT, MI 48209	4
2305	SZ0976970108	KENEMY-REMOTE	2260 S FORT DETROIT, MI 48217	4
2306	SZ0976970109	WEST SIDE/IRIS-REMOTE	9999 IRIS ST DETROIT, MI 48227	4
2307	SZ0976970110	8th/TRINITY-REMOTE	21400 GRAND RIVER DETROIT, MI 48219	4

4. Towers

Towers will receive annual inspections during normal business using the Tower Preventive Maintenance Report.

4.1 Inspection/Preventive Maintenance

Members

- Inspect bent, loose, missing members and bolts
- Check that safety-climbing cable is present and secure
- Check that climbing device is secure and free of corrosion
- Check ladder/step bolts
- Inspect and replace any missing bolts

Finish

- Inspect paint and/or galvanizing condition
- Check paint and finish for rust or corrosion
- Observe FAA color marking conditions
- Remove any water collections in members (to be remedied, e.g., unplug drain holes, etc.)

Lighting

- Check conduit, junction boxes, and fasteners are weather tight and secure
- Check light controller reporting alarms
- Confirm drain holes and vents are clean and open
- Confirm all beacons or globes are in good condition
- Inspect wiring condition
- Check that photocell is operational and free of dirt
- Check that Flasher is operating properly
- Change all tower light bulbs

Grounding

- Check tower grounding connections; observe and remedy corrosion
- Confirm antenna grounds at the top/base of tower are secure
- Confirm connection at lightning rod is secure and free of corrosion
- Check lightning rod

Tower Base

- Observe nearby ground settlements for movements, erosion
- Check site condition (water shedding slopes, drainage, etc.)
- Check base grouting
- Inspect concrete foundation for cracking, spalling, or splitting
- Check chipped or broken concrete
- Inspect concrete low spots that may collect moisture
- Check anchor-bolt corrosion
- Check weep holes are free from obstructions

Tower Assembly

- Check Wave-guide Bridge and hangers are in good serviceable condition
- Check ice shields for rust

4.1 Inspection/Preventive Maintenance

Antennas

- Check that antennas and lines are sealed and weatherproofed properly
- Check for damaged or missing components
- Check for corrosion of antennas or associated hardware
- Check side struts on Parabolic antennas are secure
- Check antenna jumpers are in good serviceable condition

Guy Supported Towers

- Check guy pull offs
- Check guy wires and members
- Guy wire tension tested
- Visual inspection of guy ends/attachments for corrosion
- Check service sleeves are in place (if necessary)

4.2 Sites

SITE #	SITE IDs	SITE NAME	ADDRESS	TOWER HT (ft)
2201	SZ07967	LYNDON - MASTER	13331 LYNDON AVE DETROIT, MI 48227	150
2202	SZ076970101	PALMER PARK-REMOTE	900 MERRILL PLAISANCE ST DETROIT, MI 48203	250
2203	SZ076970102	JAYNE FIELD-REMOTE	4128 LUCE DETROIT, MI 48212	250
2206	SZ079670103	DENBY-REMOTE	12850 KELLY DETROIT, MI 48224	220
2207	SZ079670104	BELLE ISLE-REMOTE	END PLEASURE DR DETROIT, MI 48207	240
2302	SZ079670106	WARREN/LAWTON AVE-REMOTE	2775 W WARREN AVE DETROIT, MI 48208	180
2303	SZ079670107	LIVERNOIS-REMOTE	2111 LIVERNOIS DETROIT, MI 48209	220
2305	SZ079670108	KENEMY-REMOTE	2260 S FORT DETROIT, MI 48217	140
2306	SZ079670109	WEST SIDE/IRIS-REMOTE	9999 IRIS ST DETROIT, MI 48227	240
2307	SZ079670110	8th/TRINITY-REMOTE	21400 GRAND RIVER DETROIT, MI 48219	290

5. Perimeter Security

Cameras, fence sensors, motion sensors, and related microwave will receive routine maintenance during normal business hours and as follows.

Cameras

Wipe the dome every month, if needed, to ensure the camera captures clear video images.

Fence Sensors

Every six months check all INTREPID enclosures for physical damage, cracks and ingress of insect. Wax the enclosures with Turtle Wax®. Clear the drain holes of any debris.

Every six months check the dielectric grease on the keyways of the MicroPoint cable. If no dielectric grease is visible, reapply the dielectric grease.

Every six months check the MicroPoint cable for cuts, abrasions, or any physical damage. Make sure all cables are secured at every nine inches.

Once a month retrieve the alarm buffer from each PM. Evaluate the data and make appropriate changes, if necessary. After the data has been evaluated, clear the alarm buffer.

Motion Sensors

Visually inspect the front face for accumulation of dirt or debris at least twice a year. If dirty, clean with mild soap and water.

Visually inspect for physical damage, ingress of water and insects at least twice a year or whenever the unit is opened. Make sure the seal is in good shape.

If standby batteries are used they should be functionally tested every three months.

A site inspection should be done at least twice a year to verify that there have been no changes in the surveillance area.

Microwave Link and Transceiver

Wax the radomes every three to six months. (At maximum security installations, where detection of prone crawling targets is required, wax once a month.)

Keep the isolation area clean and free of tall grass, weeds, debris, and obstructions.

A site inspection should be performed every six months. The inspection should include:

- Checking for physical damage (cracks, leaks, corrosion, etc.).
- Checking for isolation zone changes (washouts, materials placement, vegetation growth, loose fence fabric, etc.).

Statement of Work

SP-Microwave

1.0 Description of Services

The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer.. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoral and Case is closed. The SSC will continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

2.0 Motorola has the following responsibilities:

- 2.1. Continuously receive service requests.
- 2.2. Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.2.1. Characterize the issue.
 - 2.2.2. Determine a plan of action.
 - 2.2.3. Assign and track the Case to resolution.
- 2.3. Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
- 2.4. Ensure the required personnel have access to Customer information as needed.
- 2.5. Servicer will perform the following on-site:
 - 2.5.1. Run diagnostics on the Microwave radio equipment.
 - 2.5.2. Replace defective Microwave radio equipment or FRU, as applicable. Customer, Servicer or Motorola may provide Microwave radio equipment or FRU.
 - 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.5.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.6. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.9. Notify Customer of Case Status as defined required by the Customer Support Plan:
 - 2.9.1. Open and closed; or
 - 2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
- 2.10. Provide Case activity reports to Customer.
- 2.11. Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 2.12. Maintain and store in an easily accessible location proper System backups.

3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service continuously.
- 3.2. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.2.1. Case notification preferences and procedure.
 - 3.2.2. Repair Verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned System ID number.

3.3.2. Problem description and site location.

3.3.3. Other pertinent information requested by Motorola to open a Case.

3.4. Allow Servicers access to Equipment.

3.5. Supply Microwave radio equipment or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.

3.6. RESERVED

3.7. RESERVED

3.8. Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by Customer in accordance with section 3.2.

3.9. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

Statement of Work

Performance Management Reports Service

1.0 Description of Services

Using statistical information generated by the customer's own network, Motorola Performance Management Reports collect raw system data including (but not limited to) zone, site, and radio usage. The data is then summarized and carefully analyzed to spot trends, such as consistent busies, to help customers make informed operational decisions based on system performance.

Motorola works closely with the customer to understand the specific issues that are most important to the customer and how best to use their network data. Motorola then configures the service to summarize and produce specific reports that identify issues such as current level of system utilization; excessive site busies; call traffic patterns; talk group profiles; abnormal operating parameters, and much more. Actual network data that has been compiled from hundreds of Motorola systems similar to the customer's is used to create a benchmark for comparison and system optimization.

The Performance Management Reports Service is only available for ASTRO® Release 4.1, and ASTRO® 25 systems.

The Customer must have active Network Monitoring Service to receive the Performance Management Reports Service.

2.0 Motorola responsibilities:

- 2.1 Collect and securely store Customer System performance data via existing Connectivity in place for Motorola's Network Monitoring Service.
- 2.2 Generate the reports listed in Appendix A.
- 2.3 Deliver Performance Management Reports to the Customer on a monthly basis.
- 2.4 The Performance Management Reports will be delivered by a Motorola System Manager, a Motorola Customer Support Manager, or other designated Motorola representative.
- 2.5 Motorola is not responsible for any lost performance data that occurs through System or Connectivity failures. Motorola will generate reports with the valid data that is collected and note any lost data intervals on the impacted reports.

3.0 Customer responsibilities:

- 3.1 Allow continuous Connectivity to the Customer System to enable Motorola to perform Network Monitoring.
- 3.2 Allow continuous access to the Customer System to retrieve performance data.
- 3.3 Failure to provide continuous Connectivity may prevent Motorola from providing the Performance Management Reports service as described in the Motorola responsibilities section.

Appendix A

Report Description
Basic Reports
Exception Reports
Hourly Talkgroup Usage for the Zone Radio
User Busies by Agency for the Zone Radio
User Busies for the Zone
Radio User Call Profile by Agency for the System
Radio User Call Profile by Agency for the Zone
Radio User Call Profile for the System
Radio User Call Profile for the Zone
Radio User Usage by Agency for the System
Radio User Usage by Agency for the Zone
Radio User Usage for the System
Radio User Usage for the Zone Site and Zone Busies
System Call Usage System
Utilization by Site
System Utilization by Site – Data
Talkgroup Busies by Agency for the Zone
Talkgroup Busies for the Zone
Talkgroup Call Profile by Agency for the System
Talkgroup Call Profile by Agency for the Zone
Talkgroup Call Profile for the System
Talkgroup Call Profile for the Zone
Talkgroup Usage by Agency for the System
Talkgroup Usage by Agency for the Zone
Talkgroup Usage by Site
Talkgroup Usage for the System
Talkgroup Usage for the Zone
Zone Call Usage
Zone Call Usage Composite Comparison

Network Monitoring and Customer Technician Dispatch

Motorola will provide Network Monitoring and Customer Technician Dispatch Service to Customer Systems. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications Systems.

1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event, and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, transferring the Event to Technical Support or opening a Case for dispatch of a Customer's technician.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Customer Technician until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

2.0 Motorola Responsibilities:

- 2.1. Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO, ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
- 2.2. If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements.. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3. If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4. Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5. Continuously receive data from Customer monitored System and Customer initiated service requests.
- 2.6. Remotely access the Customer's System to perform remote diagnosis as permitted by Customer pursuant to section 3.1.
- 2.7. Create a Case, as necessary. Gather information to perform the following:
 - 2.7.1. Characterize the issue
 - 2.7.2. Determine a plan of action
 - 2.7.3. Assign and track the Case to resolution.
- 2.8. Contact technician or other representative designated by Customer as the dispatch contact (Customer Contact) and provide necessary Case information collected in 2.7.
 - 2.8.1. If Customer contact does not respond to Motorola as required by the Customer Support Plan provided by Customer pursuant to section 3.5 below, Motorola will continue to attempt to reach Customer contact every 10 minutes until contact has been attempted for each name set forth in the pre-defined escalation contact table provided by Customer pursuant to section 3.5.2.
 - 2.8.2. Upon attempting each name on the pre-defined escalation contact table, Motorola will either send an email or leave a voice mail message with the Customer contact notifying Customer contact of the Case. Thereafter, Motorola will defer the Case to the next Standard Business Day.
 - 2.8.3. On the next Standard Business Day, Motorola will attempt to reach the Customer contact again as set forth in section 2.8.1. If all contacts on the Customer escalation table provided pursuant to 3.5.2 have been attempted, without receiving any Customer response, Motorola will close the Case. Motorola will

- not be responsible for any damages of any kind arising out of or relating to the inability of Motorola to reach the Customer Contact or others on the Customer escalation table.
- 2.9. Escalate the Case per the escalation contact table provided by Customer pursuant to 3.5.2 if Customer's technician does not report site arrival, Response or Restoration within Customer requested Response times as set forth the Customer Support Plan.
 - 2.10. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference in the Customer Support Plan. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Customer technician will be released.
 - 2.11. Close the Case upon receiving notification from Customer indicating the Case is resolved.
 - 2.12. Notify Customer of Case Status, as described in the Customer Support Plan at the following Case levels:
 - 2.12.1. Open and closed; or
 - 2.12.2. Open, assigned to Customer technician, arrival of Customer technician on site, deferred or delayed, closed.
 - 2.13. Provide, when requested by Customer, the following reports, as applicable:
 - 2.13.1. Case activity reports to Customer.
 - 2.13.2. Network Monitoring Service reports for Customer System(s)
 - 2.13.3. Network Activity/Availability Reports for ASTRO 25, SmartZone/ OmniLink, and Private Data Systems only.
 - 2.14. Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
- 3.0 Customer Responsibilities:
- 3.1. Allow Motorola Continuous remote access to obtain System availability and performance data.
 - 3.2. Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
 - 3.3. Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
 - 3.4. Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1 further describes the Connectivity options.
 - 3.5. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan, including, but not limited to:
 - 3.5.1. Case notification preferences and procedure
 - 3.5.2. Escalation contact table
 - 3.5.3. Severity Level definitions
 - 3.5.4. Site arrival preference and procedure
 - 3.5.5. Repair Verification preference and procedure
 - 3.5.6. Response and Restoration time commitments
 - 3.5.7. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
 - 3.6. Provide the following information when initiating a service request:
 - 3.6.1. Assigned System ID number
 - 3.6.2. Problem description and site location
 - 3.6.3. Other pertinent information requested by Motorola to open a Case.
 - 3.7. Notify the SSC when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
 - 3.8. Respond to Motorola within 10 minutes of receipt of page or telephone call to accept assignment of Case. If Customer fails to contact Motorola within 10 minutes, Motorola will follow the escalation process described in section 2.8.1 above.
 - 3.9. Report Restoration to Motorola upon resolution of Case within Restoration times set forth in the Customer Support Plan.
 - 3.10. Report site arrival to Motorola within the Response and Restoration time commitments for all accepted cases if required in the Customer Support Plan.
 - 3.11. Allow Motorola access to remove Motorola owned monitoring equipment upon cancellation of service.
 - 3.12. Provide all new Customer managed passwords required to access the Customer's System to Motorola upon request or when opening a Case to request service support or enable Response to a technical issue.

- 3.13. Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.
- 3.14. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

Appendix 1

Connectivity Matrix

System Type	Connectivity	Responsibility
Astro 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola
MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

ASTRO 25 6.0 - 6.2	<p>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Environmental Alarms, Microwave)</p>
SmartZone 4.1	<p>Zone Controllers; Database Server; Digital Interface Unit (DIU); Central Electronic Bank (CEB) Interface; AEB; FullVision Server; Air Traffic Router; System Statistics Server (Multi-Zone); Zone Statistical Server; User Configuration Server; NOVA 2000 (Interconnect); Remote RF Sites (Site Controllers Including Simulcast, Stations);</p> <p>MOSCAD Overlay (Stations-Non Trunked, Comparater, TenSr Channel Banks, Environmental Alarms, Microwave)</p>
ARC 4000	<p>Zone Controller, Network Manager Servers, User Configuration Server, Zone Database Server, FullVision Server, Air Traffic Router Server, Packet Data Router & Radio Network Gateway (IV&D), Data Collection Device, Master Site Router (Core, Gateway), Master Site Switches, Individual Site Routers, Individual Site Switches</p>
Astro LE	<p>Site Controllers; Environmental Alarms; Channel Banks</p>
SMARTNET Monitored by MOSCAD SiteSentry	<p>Site Controllers; Stations; Environmental Alarms; Channel Banks. Site Sentry is a canceled product. No new customers.</p>
Private Data	<p>Wireless Network Gateway (WNG); Radio Network Controller (RNC); Base Station</p>
Harmony (HWCS)	<p>MSO, EBTS</p>
MOTObridge	<p>SIP, OMC, Gateway Units</p>

SP – Statement of Work

Dedicated Technician

1.0 Description of Services

Motorola will provide a Dedicated Technician to perform maintenance services in support of the Customer communication system. The Dedicated Technician will have experience in the Telecommunications/Land Mobile Radio industry to include application, maintenance, and general management knowledge of multi-site communications systems. The Dedicated Technician will possess computer skills in applicable databases and radio programming software.

The Dedicated Technician will further enhance the technical services currently proposed under the Customer's Motorola service agreement and assist with maximizing system availability to allow the Customer to provide its radio users with the highest quality and most reliable communications possible. The Dedicated Technician, working with Motorola management and the Motorola Service Provider, will serve as a liaison in support of the Customer and additional support services needed to keep the system at peak performance along with planning for future system needs.

2.0 Motorola Responsibilities

The following list details the duties and responsibilities associated with the activities to be performed by the Dedicated Technician in support of the Customer's system.

- 2.1. Assist with coordinating service activities and compliance of system services provided under contract.
- 2.2. Augment the Motorola Service Provider in the performance of tasks defined in the applicable Maintenance Statements of Work (SOW) contained in the maintenance contract.
- 2.3. Document action items pertaining to the maintenance and management of the system.
- 2.4. Determine the appropriate course of action when a system anomaly or problem that affects the normal operation of the system is reported or detected.
- 2.5. Possess an integral knowledge of the Customer system.
- 2.6. Perform and oversee site maintenance and cleaning requirements.
- 2.7. Perform and oversee Infrastructure preventive maintenance activities.
- 2.8. Perform Infrastructure emergency repair efforts and follow escalation procedures.
- 2.9. Ensure accurate records of maintenance and service history statistics are maintained.
- 2.10. Review service information and quality reports generated by the system database.

- 2.11 Consult with Motorola management and the Customer in the development and implementation of Standard Operating Procedures which covers the policies and procedures associated with the utilization of the system.
- 2.12 Attend regular meetings with Motorola management, the Customer, and/or User Groups to review system and service support performance and address technology and/or operations issues that arise.
- 2.13 Notify appropriate personnel for complex system issues.
- 2.14 Provide system activity, performance, and quality reports from the system service databases as applicable.
- 2.15 Perform tasks related to and in support of the implementation of all system upgrades performed by Motorola.
- 2.16 Participate in system testing, verifying procedures and documenting results.
- 2.17 Evaluate the current state of operations, equipment capabilities, system usage, and changes under consideration.
- 2.18 Facilitate the adoption of revised support service processes.
- 2.19 Coordinate as needed and oversee 3rd party vendor activities for Site Preventive Maintenance Services covered under the maintenance contract.
- 2.20 The Dedicated Technician will report to the System Manager or Motorola Management representative.
- 2.21 The Dedicated Technician will attend training as necessary to remain current in their profession or attain skills and/or certifications required to maintain the system specific technology.

3.0 Customer Responsibilities

- 3.1 The Customer will provide the Dedicated Technician access to equipment sites to be supported seven days per week, 24 hours per day, including holidays.
- 3.2 If necessary, Customer personnel shall provide additional information (not explicitly identified within this SOW) to assist the Dedicated Technician in the performance of assigned tasks.
- 3.3 Periodically, over the term of this SOW, the Customer shall inform the Dedicated Technician of any changes to the database information (e.g., system information, type of equipment, model and serial numbers).

SP – Statement of Work

Backup System Testing

1.0 Description of Services

Motorola will test the operation of the Customer backup system. Motorola will also assist in coordinating and conducting this test once during each service agreement renewal period.

2.0 Motorola Responsibilities

The following list details the duties and responsibilities associated with the activities to be performed in order to properly test the Customer's backup system.

- 2.1. Validate the site works locally (on dummy loads) by performing the following steps:
 - 2.1.1. Ensure the Intelli-repeater (IR) Quantars and IR network are functioning properly.
 - 2.1.2. Set up a talkgroup to function only on Site 26 (this step should be performed in advance).
 - 2.1.3. Disconnect the T1s from site routers thereby making the simulcast site "dark"
 - 2.1.4. Enable Site 26 in Zone 2 (Z2).
 - 2.1.5. LOCALLY check performance of the site on dummy loads by verifying traffic is being carried on all channels.
 - 2.1.6. Proceed to the next validation.
- 2.2. Validate the antenna network (RF Relay switch) functions as designed by performing the following steps:
 - 2.2.1. Enable RF relay by turning the switch to the on position.
 - 2.2.2. Turn Site 1 in Zone 7 OFF.
 - 2.2.3. Go to a normal talkgroup and conduct a voice on the street or normal voice test.
- 2.3. Disable backup site and recover the simulcast site by performing the following steps:
 - 2.3.1. Turn Site 1 in Zone 7 back ON.
 - 2.3.2. Flip RF switch so the simulcast site is back on the antenna system and the IR site is back on dummy loads.
 - 2.3.3. Re-connect T1s to simulcast site routers.
 - 2.3.4. Validate with the Network Control Center (NCC) the simulcast site is

back online and no alarms are present.
2.3.5. Request the NCC disables Site 26.

3.0 Customer Responsibilities

- 3.1 The Customer will ensure proper access to the site.
- 3.2 If necessary, Customer personnel shall provide additional information (not explicitly identified within this SOW) to assist with the performance of steps required to test the backup system.
- 3.3 The Customer will assist with coordinating the appropriate time to test the backup system.

IV. Excluded Services

Service to be provided by Contractor under Part III of Exhibit A excludes the repair or replacement of System equipment that has become defective or damaged as a result of the following: use in other than the normal, customary, intended and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; abnormal exposure to liquids, power surges, and acts of God or other force majeure events.

Unless specifically included in this Contract, Service under Part III of Exhibit A excludes items that are consumed in the normal operation of the equipment, including the following: batteries or magnetic tapes; upgrading or reprogramming Equipment; consumables such as accessories, belts clips, battery chargers; custom or special products that are not part of the original System design, modified units; and, repair or maintenance of any transmission line or tower. Also excluded are transmission medium, such as telephone lines, computer networks, the internet or world wide web, or equipment malfunction caused by the transmission medium.

EXHIBIT B

FEE SCHEDULE

I. General

- a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of **Four Million** and 00/100 Dollars (\$4,000,000.00), for the term of this Contract as set forth in Exhibit A, Scope of Services.
- b) The maximum amount of **Four Million** and No/100 Dollars (\$4,000,000.00), represents the maximum amount for the entire term of the Contract. The maximum amount of **Four Million** and No/100 Dollars (\$4,000,000.00), represents the maximum amount for the period December 1, 2014 through June 30, 2016 (per details on page 79), which is comprised of the following maximum amounts for 1) monthly maintenance Services, and 2) for miscellaneous Services:
 - 1) The twenty (20) month maintenance Services which shall not exceed **Two Million Six Hundred Eighty Six Thousand Three Hundred Seventy One**, and 00/100 Dollars (\$2,686,371.00), which represents a monthly fee of **One Hundred Thirty Four Thousand, Three Hundred Eighteen and 53/100 Dollars** (\$134,318.53).
 - 2) The miscellaneous Services which may be ordered on a time and materials basis, at fees not to exceed those set forth for the same services, parts, and equipment in contract (no. 071B2200101) between Motorola Solutions and the State of Michigan, in a total amount not to exceed **One Million, Three Hundred Thirteen Thousand, Six Hundred Twenty Nine and 00/100 Dollars** (\$1,313,629.00).

Invoicing and payment must occur separately for the annual maintenance Services in subsection 1) above and the miscellaneous Services in subsection 2) above. Invoicing for both must follow the procedures set forth in Part II below of this Exhibit B.

II. Invoicing and Payment

Invoices are to be submitted for payment on a monthly basis.

Payment for the proper performance of the *Services* shall be contingent upon receipt by the *City* of an Invoice for Payment. The Invoice shall certify the total cost to date from December 1, 2014 as well as the total cost for that invoice, itemizing all costs.. The Invoices must be received by the *City* not more than thirty (30) days after the close of each calendar month in which *Services* have been performed, or not more than thirty (30) days after the *Contract* or *Contract Amendment* has been approved by *City Council* for *Services* already approved by Police and performed by the *Contractor*, and signed by an authorized officer or designee of the *Contractor*. The Invoice will be paid upon completion of processing without interest or penalty.

The City may order miscellaneous Services from the Contractor on a time and materials basis in a total amount not to exceed One Million, Three Hundred Thirteen Thousand, Six Hundred Twenty Nine and 00/100 Dollars at the rates and fees set forth in number III below. Additional miscellaneous Services and Equipment related to this Contract which are not identified below may also be provided at the Contractor's then current rates under State of Michigan / Motorola Cooperative Purchasing Contract # 071B2200101.

Contract # 071B2200101 is available for viewing at:

http://www.michigan.gov/documents/localgov/2200101_374099_7.pdf

III. Fees for Miscellaneous Services and Equipment

Radios, accessories, and replacement parts compatible with the City of Detroit ASTRO system and MPSCS, and Professional and Repair Services will be quoted with discounts consistent with the State of Michigan / Motorola Cooperative Purchasing Contract # 071B2200101. Contract # 071B2200101 is available for viewing at:

http://www.michigan.gov/documents/localgov/2200101_374099_7.pdf

IV. Further Breakdown and Details of Fees

Further details of fees which the Contractor may charge the City pursuant to this Contract are provided on the following page, and are incorporated by reference into Exhibit B.

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	SVC01SVC1102C SVC01SVC1410C SCV01SVC1103C SVC01SVC1104C SVC01SVC1108C SVC01SVC1405C SVC02SVC0007C SVC01SVC0001C SVC02SVC0083A	***** Recurring Existing Services ***** DISPATCH SERVICE ONSITE INFRASTRUCTURE RESPONSE NETWORK MONITORING TECHNICAL SUPPORT INFRASTRUCTURE REPAIR NETWORK PREVENTIVE MAINTENANCE MANAGED SERVICES - SITE PREVENTIVE MAINTENANCE - HVAC, GENERATOR, TOWER, UPS, & PERIMETER SECURITY MICROWAVE SERVICES PERFORMANCE MANAGEMENT REPORTS	\$ 145,602.74	\$ 2,912,054.80
	SVC01SVC0032C SVC01SVC1105C SVC02SVC0007C SVC02SVC0007C	***** Recurring New Services ***** NETWORK MONITORING SERVICE - CUSTOMER TECHNICIAN DISPATCH CUSTOMER TECHNICIAN DISPATCH MANAGED SERVICES - DEDICATED TECHNICIAN MANAGED SERVICES - PENOBSCOT BACKUP SYSTEM OUTAGE TEST	\$ 19,525.42	\$ 390,508.40
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$ 165,128.16 \$ 3,302,563.20
			Subtotal - One-Time Event Services	\$ -
			Subtotal - 2014 - Jun 2016 Discounts *Includes a one-time 7.75% discount on existing services and a one-time 100% discount on new services	\$ 30,809.63 \$ 616,192.60
			Total	\$ 134,318.53 \$ 2,686,370.60
			Taxes	\$ -
			Grand Total	\$ 134,318.53 \$ 2,686,370.60
This contract is renewable for an additional year at non-discounted levels . Terms and conditions of Contract 2900062 apply. Motorola Solutions will use commercially reasonable efforts to repair components which are no longer supported from a parts or technical support perspective. (e.g. DC/AC Inverter).			THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	
			Subcontractor(s)	City State
			MOTOROLA SYSTEMS SUPPORT CENTER	ELGIN IL
			MOTOROLA-SSC NETWORK SECURITY	SCHAUMBURG IL
			MOTOROLA-SSC-NETWORK MANAGEMENT	SCHAUMBURG IL
			MOTOROLA-SSC-CALL CENTER	SCHAUMBURG IL
			MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT	SCHAUMBURG IL
			COMSOURCE, INC	ROCHESTER HILLS MI
			MOBILE COMMUNICATIONS, INC	LIVONIA MI
			MOTOROLA-MANAGED SERVICES(DO227)	FARMINGTON HILLS MI

Maximum amounts for the period December 1, 2014 through June 30, 2016:

Monthly Maintenance Services	\$2,686,371.00
Miscellaneous Services and Equipment	\$1,313,629.00
Total	\$4,000,000.00

EXHIBIT C

**DETROIT LIVING WAGE ORDINANCE
CONTRACTOR CERTIFICATION**

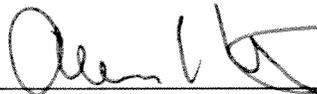
By signature in the space provided below, the Contractor acknowledges receipt of a copy of the Detroit Living Wage Ordinance ("Ordinance"), a copy of which is attached to and made a part of this Exhibit C, and affirms that it shall comply with this Ordinance in all respects.

A Contractor who violates the Ordinance shall pay to each employee affected the amount of the deficiency for each day the violation continues.

Willful or repeated violation of this Ordinance shall entitle the City to terminate the Contract.

Willful violation of the Ordinance shall result in a penalty paid to the City in the amount of \$50.00 per violation for each day the violation continues. The City may withhold from payments to the Contractor the amounts that are necessary to make these payments.

A Contractor who is assessed the \$50.00 penalty based on more than three (3) incidents within a two (2) year period shall be barred from entering into any contracts with the City for a period of ten (10) years from the last violation.



Signature of Contractor

11/5/14

Date

EXHIBIT D

SOFTWARE LICENSE AGREEMENT

This Exhibit D Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Detroit, a Michigan municipal corporation, acting by and through its Police Department ("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 Contract 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 Software and 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; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

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. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. 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, subject to Article 20 in the Primary Agreement.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. 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.

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 after using best efforts to correct the defect, 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 RSS 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 Upon written notification from Motorola and within sixty (60) days, 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 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

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. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **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 of Michigan, excluding its choice of law rules..

13.5. **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.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **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.

13.8 **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.

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN)

)SS.

COUNTY OF WAYNE)

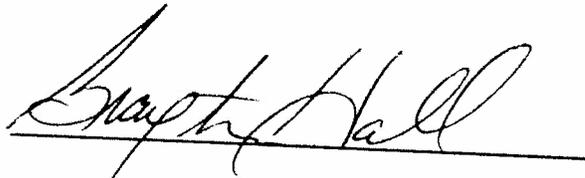
The foregoing contract was acknowledged before me the 25th day of Nov.,

2014, by James E. Craig,
(name of person who signed the contract)

the Chief,
(title of person who signed the contract as it appears on the contract)

of Police,
(complete name of the City department)

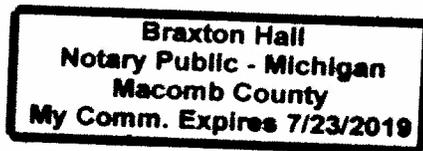
on behalf of the City.



Notary Public, County of Wayne

State of Michigan

My commission expires: 07/23/19



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

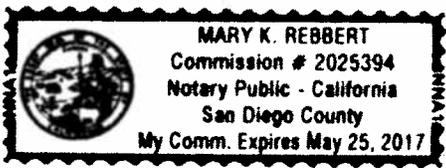
CIVIL CODE § 1189

State of California

County of San Diego }

On 11-5-14 before me, Mary K. Rebert Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Alan Hebert
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~this/her/their~~ authorized capacity(ies), and that by ~~this/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Mary K. Rebert
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Contract btwn City of Detroit MI + Proforma Solutions Inc

Document Date: None Number of Pages: 91

Signer(s) Other Than Named Above: City of Detroit, Purchasing, Corp Counsel

Capacity(ies) Claimed by Signer(s)

Signer's Name: Alan Hebert

- Corporate Officer -- Title(s): _____
- Individual
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Vice President

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Individual
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

CORPORATION CERTIFICATE OF AUTHORITY

I, David Little, Assistant Corporate Secretary of
(name of assistant corporate secretary)
Motorola Solutions, Inc., a Delaware
(complete name of corporation) (State of incorporation)

for profit Corporation (the "Corporation"), **DO HEREBY CERTIFY** that the
(Non-profit or for profit)

Following is a true and correct excerpt from the minutes of the meeting of the Board of Directors
duly called and held on May 6, 2014, and that the same is now in full force and effect:
(date of meeting)

"**RESOLVED**, that all Executive Vice Presidents be, and each one of them is, authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of business of the Company related to his or her work as an Executive Vice President of one of the Company's businesses, groups or corporate departments"

FURTHER, I CERTIFY that _____ is Chairman,
_____ is President,
Bob Schassler is (are) Executive Vice President(s),
_____ is Treasurer,
_____ is Secretary,
_____ is Executive Director, and
Alan Hebert is AVP NA Regional Services.

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS WHEREOF, I have set my hand this 5 day of Nov, 20 14.
CORPORATE SEAL



[Signature]
Assistant Corporation Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of March 24, 2015

Page 3

*The following contracts were **REFERRED** on March 24, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Neighborhood and Community Services Committee:

No Contracts Referred

Referred to Planning and Economic Development Committee:

No Contracts Referred

Referred to Public Health and Safety Committee:

2904987	Suburban Ford of Waterford	MUNICIPAL PARKING
2905129	Waste Management	WATER & SEWERAGE

Contracts that are currently HELD for review, discussion or report to the Standing Committees.

HELD in Internal Operations Committee:

2880110,Amend.1	Cummings,McCloreay,Davis & Acho	+ \$150,000 to \$225,000	LAW
-----------------	---------------------------------	--------------------------	-----

Submitted in the List and Referred March 3, 2015; Review of original contract amount.

HELD in Public Health and Safety Committee:

2905694	Motorola Solutions (800 MHZ)	\$4,000,000	POLICE
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Submitted in the List and Referred March 17, 2015; Verification of adequate funding.

87082	Renetta Corette Bates	\$61,425	MUNICIPAL PARKING
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Submitted in the List and Referred March 17, 2015.

87083	Heather Rolonda-Danyelle Brown	\$27,300	MUNICIPAL PARKING
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Submitted in the List and Referred March 17, 2015; Concerns with pay scale.

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter *DT*
DATE: March 25, 2015

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

There were no contracts, approved at the March 17, 2015 Session, requested to be Reconsidered.

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of March 24, 2015 and **APPROVED***

Reported by the Budget, Finance and Audit Committee:

2857485, Renewal Wolverine Solutions Group \$49,320 FINANCE
Submitted in the List and Referred March 10; Correction to Amount Referred March 17, 2015.

Reported by the Internal Operations Committee:

2889445, Purch. Increase Kristel Group (Munic. Parking) + \$549,625 to \$3,513,421 GEN.SERVICE
Submitted in the List and Referred March 10, 2015.

Reported by the Neighborhood and Community Services Committee:

87077 Cheryl Kingham (Coca Cola Troops) \$2,400 RECREATION
Submitted in the List and Referred March 10; Correction to Funding Source referred March 17, 2015.

Reported by the Planning and Economic Development Committee:

No Contracts Reported

City Council Contract Agenda Items Review Checklist

Reviewer: Lorraine White

Date received: 2 18 15

Date: February 18, 2015 Department Police Division: Budget & Fiscal Operations

Dept Head/Contact Person: 2nd Deputy Chief Tina Tolliver Phone No.: 313-596-5494

Description: Detroit Police Department Service Agreement with Motorola to maintain the 800 MHZ radio system

Brief explanation of function or need of the goods/services

Contract No.: _____ PO Type: Professional Services _____ Est. Value: \$4,000,000

Contract Term (if applicable): December 1, 2014 to June 30, 2016

Funding: City 100% State _____% Federal _____% Other: _____%

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: Motorola Solutions Required Date December 1, 2014

1. The business being awarded is **RENEWAL**. If a renewal, provide justification for renewal: _____
Detroit Police Department Service Agreement with Motorola to maintain the 800 MHZ radio system
2. Was the product or service competitively bid? Yes No
Attach Copy of Bid Tabulation/Evaluation score sheets as needed
If the answer to #2 is "NO" explain why there was no competition: _____ Sole Source Vendor
3. Was a Co-Operative Agreement Considered? Yes No Co-Operative Name: _____
If answer to #3 is "No" explain why a Co-Op was not considered: _____
4. Were savings achieved?
 Yes Amount \$616,192.60 No

5. Does this agreement represent an increase? No
 Variance in unit price only (Current unit price \$0.00 Proposed Unit Price \$0.00)
 Change in amount/volume of the good or service to be used. _____
6. Does the supplier currently provide other goods and services to the City? Yes No
 If yes please list: DDOT Dispatch Console System Upgrade _____
7. Is this good/service used by other departments? Yes No
 If "yes" can this Req/PAR be combined other department requirements? Yes No
8. Is this a service that can be performed by City employees? Yes No
 Is this a service that City employees can be trained to do? Yes
 No

NOTES: Buyer:

a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes ___ No ___

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: *[Signature]* DATE: 2/18/15
 (Department)

INFORMATION PROVIDED BY: TINA TOLLIVER

TITLE: 2ND DEPUTY CHIEF

PHONE: 313-596-5494



Purchasing - Sole Source Justification

To be Completed and Approved before a commitment is made.

Purchasing Division

Expectation: Except in cases of emergency, Purchases shall require competitive bidding per procedures established by ordinance to protect the interest of the City and to assure fairness.

What is a sole source?

A sole source purchase is defined as the awarding of a purchase order / contract for services or products whereby the process to competitively bid was not performed.

When is a sole source applicable?

A sole source is applicable when documentation is provided that the product or service is supported by any of the following:

- Proprietary (protected by Law)
- New technology (data or product)
- Public Threat
- Licenses
- Specialized facility
- Specialized test equipment
- Unique skills

Check all that applies:

- provide supporting documentation (**mandatory**)
- provide how cost/price was benchmarked

Department Name Police Date 3/11/15

Description of Goods/Services to be Purchased: MAINTENANCE OF 800
MHZ RADIO System

Justification of Sole Source: ONLY PROVIDER AVAILABLE TO PROVIDE
MAINTENANCE FOR SYSTEM

When are Goods or Services Required: IMMEDIATELY

*Approval required by Department Executive (Director level or above)

TINA TOLLIVER
Requestor (Name)

[Signature] 3/11/15
Signature Phone / Date

TINA TOLLIVER
Department Exec or Director (Name)

[Signature] 3/11/15
Signature Phone / Date

LORRAINE WHITE
Purchasing Representative (Name)

[Signature] 2244261 3/11/15
Signature Phone / Date

Lena E. Willis for
Chief Procurement Officer (Name)

[Signature] 313 628-0773
Signature Phone / Date

[Signature] 3/11/15



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT DIVISION _____

E-MAIL ADDRESS: _____

CONTACT NAME: _____ PHONE: _____ FAX: _____

Type of Clearance: New Renewal (Please submit 30 days prior to submitting bid or expiration date)

A. To: City of Detroit Individual or Motorola Solutions, Inc.
 Income Tax Division Company Name
 Coleman A. Young Municipal Center Address 1303 E. Algonquin Rd.
 2 Woodward Avenue, Ste. 512
 Detroit, MI 48226

Phone: (313) 224-3328 or 224-3329 City Schaumburg
 Fax: (313) 224-4588 State IL Zip Code 60196
 Telephone (734) 362-8272 Fax # (734) 362-8274
 E-mail Address tony.coppa@motorolasoluti

B. Name of Chief Financial Officer/Authorized Contact Person Telephone # (847) 576-5134
 (include address if different from above) Fax # (847) 576-0903
Marshall Davis III

Employer Identification or Social Security Number Sponsore Social Security Number
36-1115800

Nature of Contract Maintenance-public BID CONTRACT AMOUNT (if known):
safety communications Labor: \$ _____ Material: \$ _____
 Contract # (if known) 2784781

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One: Individual Corporation Partnership Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) Yes No
 2. Are you a student, and/or claimed as a dependent on someone else's tax return? Yes No
 3. Were you employed during the last seven (7) years? Yes No
 4. Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). Yes No
 6. Will the company have employees working in Detroit? Yes No
 7. Will the company use sub-contractors or independent contractors in Detroit? Yes No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?
 Yes No

Signature: LUCRETIA JENNINGS (OFFICIAL)
 Signature: LAMONT FISHER
 Signature: LAMONT FISHER

SEP 20 2013 Expires
 OCT 31 2013 Expires
 NOV 12 2014 Expires

To check the status of a clearance, please call (313) 224-3328 or (313) 224-3329
 VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.ci.detroit.mi.us

NOTE: An approved Income Tax Certificate may be used in multiple city-wide departments that require a bid.

CITY OF DETROIT

ACCOUNTS RECEIVABLE CLEARANCE APPLICATION
2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER
REVENUE COLLECTIONS UNIT (313) 224-4087 / FAX: 224-4238 / RevenueCollections@DetroitMi.gov

SECTION A BUSINESS LICENSE BUDGET CITY COUNCIL DDOT DPW FINANCE FIRE HEALTH
HUMAN RIGHTS LAW MAYOR OMBUDSMAN PLANNING & DEVELOPMENT POLICE PURCHASING
RECREATION WATER & SEWAGE OTHER

ADDRESS OF DEPARTMENT 2 Woodward Ave, CAYMC, Suite 1008, Detroit, MI 48226
DATE SENT 1-8/15 CONTACT PERSON Lorraine White
PHONE NUMBER 224 4261 FAX NUMBER EMAIL whitel@detroitmi.gov
CONTRACT AMOUNT \$ 7,500,000.00

SECTION B: CORPORATION LICENSE TYPE
CORPORATION
NAME Motorola
ADDRESS 1303 E Algonquin Rd CITY/STATE/ZIP Schaumburg, IL 60196
CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER 36-1115800
OTHER CITY-OWNED PROPERTY PARCELS
CONTACT PERSON Tony Coppa PHONE NUMBER 734-362-8272 EMAIL ADDRESS Tony.Coppa@motorolasolutions.com

SECTION C: PARTNERSHIP LICENSE TYPE
BUSINESS NAME
BUSINESS ADDRESS CITY/STATE/ZIP OWN LEASE
CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER
A: PARTNER'S NAME PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP OWN LEASE
DRIVER'S LICENSE # OTHER CITY-OWNED PROPERTY PARCELS
B. PARTNER'S NAME PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP OWN LEASE
DRIVER'S LICENSE # OTHER CITY-OWNED PROPERTY PARCELS
CONTACT PERSON PHONE NUMBER EMAIL ADDRESS

SECTION D: SOLE PROPRIETORSHIP LICENSE TYPE
BUSINESS NAME
BUSINESS ADDRESS CITY/STATE/ZIP OWN LEASE
CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER
OWNER'S NAME DRIVER'S LICENSE # PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP OWN LEASE
OTHER CITY-OWNED PROPERTY PARCELS
EMAIL ADDRESS

SECTION E: PERSONAL SERVICES
NAME ADDRESS OWN LEASE
CITY/STATE/ZIP
PHONE NUMBER DRIVER LICENSE #
OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT
SOCIAL SECURITY NUMBER EMAIL ADDRESS

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

FOR TREASURY COLLECTION USE ONLY:
APPROVED DENIED DENIED WITH ATTACHMENTS

Handwritten signature

CLEARANCE VALID UNTIL

AUG 30 2015

COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being duly authorized representative of the Motorola Solutions, Inc., (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current *Contract Specific* Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (c).

RFQ/PO No. _____

Printed Name of Contractor: Motorola Solutions, Inc.
(Type or Print Legibly)

Contractor Address: Schaumburg, IL, 60196
(City) (State) (Zip)

Contractor Phone/E-mail: 847-576-5000 / Jack.Molloy@motorolasolutions.com
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: John P. Molloy Corporate Vice President

Signature of Authorized Representative: [Signature]

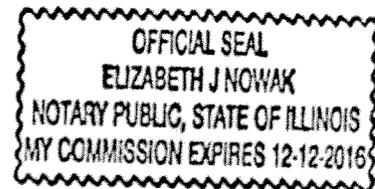
Date: September 18, 2013

*** This document **MUST** be notarized ***

Signature of Notary: [Signature]

Printed Name of Seal of Notary: Elizabeth J. Nowak

My Commission Expires: 12 / 12 / 2016



For Office Use Only:

Cov. Rec'd: 3/12/14 In Department Name: POLICE

Accepted by: O. MILHOUSE Rejected by: _____

Please email or fax Covenant and EOC to Director of Human Rights Department 1240 CAYMC at HumanRightsCL@detroitmi.gov or fax (313) 224-3434

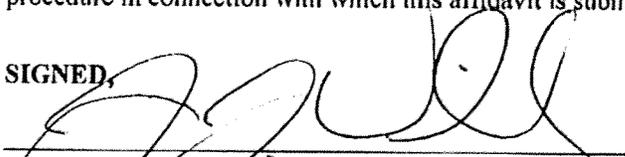
Hiring Policy Compliance Affidavit

I, Jason J. Winkler, being duly sworn, state that I am the VP, Finance
North America of Motorola Solutions Inc
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,


Title: VP Finance NA Date: Jan 8 2015

STATE OF ILLINOIS)
COUNTY OF COOK) SS

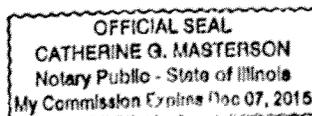
The foregoing Affidavit was acknowledged before me the 8th day of January 20 15, by JASON J. WINKLER.

Notary Public, County of COOK

State of ILLINOIS

My commission expires: 12/7/15

Catherine G. Masterson



Submit CV/Resume

New Search Refine Search Return to Search Results View My Account View Job Cart (0)

You are applying for this job:

Senior Account Manager (111562) UNITED STATES - IN -
N/A

PROGRESS: 33% complete

Bold fields are required.

The information that you provide will be stored for this session at MotorolaSolutionsCareers.com. If you return to MotorolaSolutionsCareers.com in a separate session, you may again be solicited for this information.

Desired Position Type

Current Manager

Current Grade Level

Current Job Title

Please answer the following questions:

If you have applied to a job outside the United States, please answer the following question:

Are you authorized to work in the country selected for an indefinite period of time without restrictions?

If you have applied to a job in the United States, please answer the following question:

Do you currently have unrestricted employment authorization that will allow you to work with any employer in the U.S.? (For example, if you have non-immigrant status E, F, H., J, L, or TN, then your answer to this question should be NO).

Graduation Date

Month	<input type="text"/>	Day	<input type="text"/>
	<input type="text"/>	Year	<input type="text"/>

Most Recent Institution Attended?

Country of Institution

Institution

If Institution is not found on the above list, please select "Other" and type name here.

Field of Study/Specialty

Degree Type

The following field is optional, but are highly desired from students pursuing a position with Motorola Solutions

Grade Point Average (If applicable)

Submit

Submit

Submit

You are applying for this job:



Submit CV/ Resume

[New Search](#) [Refine Search](#) [Return to Search Results](#) [View My Account](#) [View Job Cart \(0\)](#)

You are applying for this job:

Senior Account Manager (111562) UNITED STATES - IN - N/A

PROGRESS: 50% complete

Bold fields are required.

Submit a Cover Letter

Upload an existing cover letter.

(.doc, .docx, .txt, .rtf, .pdf):

Paste or type your cover letter below

(Special formatting may be lost when you paste your cover letter into the text box.)

Submit a Resume

Use Resume Builder

Upload an existing resume.

(.doc, .docx, .txt, .rtf, .pdf):

Paste or type your resume below

(Special formatting may be lost when you paste your resume into the text box.)

Save this resume?

Resume name:

Resume will be saved when you submit this job application.

Submit

Submit

Submit

Submit CV/Resume

[New Search](#) [Refine Search](#) [Return to Search Results](#) [View My Account](#) [View Job Cart \(0\)](#)

Your application information will be submitted to the general candidate pool.

PROGRESS: 80% complete

Submit Supporting Documents

You can attach up to 5 additional documents to your job application for further consideration. Each file can be up to 1,024 KB in size. Please provide a unique name for each file you upload.

Upload file:

Name:

Name:

Name:

Name:

Name:

The following files are accepted for upload: Microsoft Word .doc - .docx, Excel .xls - .xlsx, RTF, TXT, ZIP, Adobe PDF, JPEG, Bit Map, GIF, AVI and MP3.

[Submit](#)

[Submit](#)

[Submit](#)

Submit CV/Resume

New Search Refine Search Return to Search Results View My Account View Job Cart (0)

Your application information will be submitted to the general candidate pool.
Bold fields are required.

PROGRESS: 100% complete

Commerce ID
First/Given Name
Last/Family Name
Address

Country
City
State/Province
Postal Code
Primary Email
Home Telephone
Work Telephone
Mobile Telephone
Best Way to Contact You

Desired Position Type

Current Manager

Current Grade Level

Current Job Title

Are you authorized to work in the country selected for an indefinite period of time without restrictions? No

Do you currently have unrestricted employment authorization that will allow you to work with any employer in the U.S.? No

Country of Institution United States

Institution

If Institution is not found on the above list, please select "Other" and type name here.

Field of Study/Specialty Computer Engineering

Degree Type Bachelors / Degree

Grade Point Average (If applicable)

Cover Letter

XX

Resume

XX

Additional Documents

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Motorola Solutions, Inc.
2. Address of Contractor: 1303 East Algonquin Road
Schaumburg, IL 60196
3. Name of Predecessor Entities (if any): Motorola, Inc.

4. Prior Affidavit submission? ___ No X Yes, on: June 27, 2012
(Date of prior submission)

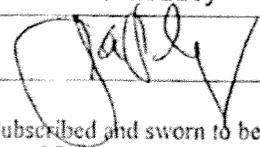
If "No", complete Items 5 and 6.
If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

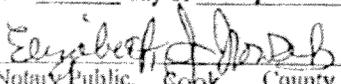
5. ___ Contractor was established in _____ (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

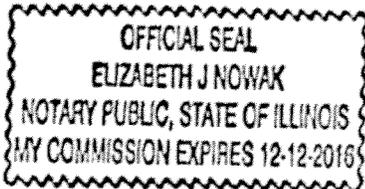
___ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

___ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

John P. Molloy (Printed Name) Corporate Vice President (Title)
 (Signature) September 18, 2013 (Date)

Subscribed and sworn to before me
this 18th day of September 2013

Notary Public, Cook County, Michigan Illinois
My Commission expires: 12-12-2016



Bold fields are required.

The information that you provide will be stored for this session at MotorolaSolutionsCareers.com. If you return to MotorolaSolutionsCareers.com in a separate session, you may again be solicited for this information.

Desired Position Type

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Graduation Date

Month Day

Year

Most Recent Institution Attended?

Country of Institution

Institution

If Institution is not found on the above list, please select "Other" and type name here.

Field of Study/Specialty

This field is required.

Degree Type

This field is required.

The following field is optional, but are highly desired from students pursuing a position with Motorola Solutions

Grade Point Average (If applicable)