

Bryan Moyers, Councilmember
David Brundage, Councilmember
Holly Gray-Moore, Mayor Pro-Tem



Carl E. Gierisch, Jr., Mayor

Brian Darby, Councilmember
Hogan Page, Councilmember
David Thompson, Councilmember

ROANOKE CITY COUNCIL AGENDA REGULAR MEETING

**JUNE 14, 2022
7:00 PM
500 S. OAK STREET
ROANOKE, TX 76262-6732**

A. CALL CITY COUNCIL TO ORDER

Invocation and Pledge of Allegiance

B. ANNOUNCEMENTS

C. PUBLIC INPUT

This item is available for citizens to address the City Council on any issues that are not the subject of a public hearing. No action by law may be taken on the topic. The presiding officer reserves the right to impose a time limit on this portion of the agenda. In order to provide the highest quality cable broadcast, all speakers need to speak at the podium.

D. CONSENT AGENDA

All items listed below are considered routine and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember or citizen so requests, in which event the item will be removed and considered separately.

1. Consider approval of the minutes from the regular City Council meeting held on May 24, 2022.
2. Consideration and acceptance of the FY 2022-2023 Crime Control and Prevention District Budget.



**AGENDA FOR THE
REGULAR MEETING
OF THE ROANOKE CITY COUNCIL**

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3. Consider approval of a Memorandum of Understanding (MOU) between the City of Roanoke and Flock Group, Inc., to access Flock's technology platform and Flock Safety dashboard for investigative purposes.

E. NEW BUSINESS

1. Consideration and action on approval of Resolution No. 2022-109R appointing one member to the Board of Managers of the Denco Area 9-1-1 District.
2. Consideration and action on approval of an Agreement between the City of Roanoke and Tarrant County Emergency Services District (ESD) No. 1 for American Rescue Plan Act State and Local Recovery Funds.
3. Presentation, consideration, and action on approval of Purchase of Radios, Consoles and Related Equipment for Police and Fire Department utilizing American Rescue Plan Act (ARPA) Funds.
4. Discussion regarding On-Street Parking Regulations.

F. EXECUTIVE SESSION

The City Council will hold a closed Executive Session meeting pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

Section 551.087

To deliberate commercial or financial information the City has received from a business prospect, and to deliberate the offer of a financial or other incentive to a business prospect.

RECONVENE INTO REGULAR SESSION

The City Council will reconvene into Regular Session, pursuant to the provisions of Chapter 551 of the Texas Government Code, to take any action necessary regarding:

Section 551.087

To deliberate commercial or financial information the City has received from a business prospect, and to deliberate the offer of a financial or other incentive to a business prospect.



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The City Council reserves the right to adjourn into Executive Session during the course of this meeting to discuss any item on the posted agenda as authorized by Chapter 551 of the Texas Government Code.

G. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Friday, June 10, 2022, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.

A handwritten signature in blue ink, reading "April S. Hill".

April S. Hill, City Secretary

*Any person planning to attend this meeting that may require auxiliary aids or services should request accommodations two (2) days prior to the meeting by calling (817) 491-8152. **BRILLE IS NOT AVAILABLE.**

📶 A public wireless network is now available in the Council Chambers for use during meetings. It is available from 7am to 11pm Monday thru Friday. The name of the network is: City Hall Guests



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 05/24/2022 - CC Minutes

MEETING DATE: June 14, 2022

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on May 24, 2022.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CCMin 05-24-2022

Bryan Moyers, Council Member
David Brundage, Council Member
Holly Gray-Moore, Mayor Pro-Tem



Carl E. Gierisch, Jr., Mayor

Brian Darby, Council Member
Hogan Page, Council Member
David Thompson, Council Member

**MINUTES
ROANOKE CITY COUNCIL
REGULAR MEETING
MAY 24, 2022
CITY HALL COUNCIL CHAMBERS
500 S. OAK STREET
7:00 P.M.**

PRESENT: Mayor Carl E. "Scooter" Gierisch, Jr.; Mayor Pro Tem Holly Gray-Moore; Council Members: Brian Darby, David Brundage, Bryan Moyers, Hogan Page, and David Thompson; City Manager Scott Campbell, City Secretary April S. Hill, and City Attorney Jeff Moore.

DEPT. STAFF: Chief of Police Jeriahme Miller, Fire Chief Chris Addington, Director of Fiscal and Administrative Services Vicki Rodriguez, and Public Works Director Shawn Wilkinson.

ABSENT: Parks and Recreation Director Ronnie Angel.

A. CALL CITY COUNCIL TO ORDER

City Council called to order at 7:01 p.m.
Invocation and Pledge of Allegiance given by Mayor Gierisch.

B. ANNOUNCEMENTS

There were no announcements.

C. PUBLIC INPUT

No one wished to speak.

D. CONSENT AGENDA

All items listed below are considered routine and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember or citizen so requests, in which event the item will be removed and considered separately.

1. Consider approval of the minutes from the Special City Council meeting held on May 17, 2022.
2. Consider approval of a Professional Services Agreement between the City of



**MINUTES FOR THE REGULAR MEETING
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Roanoke and Birkhoff Hendricks and Carter LLP to update the Water Master Plan.

3. Consider approval of a Professional Services Agreement between the City of Roanoke and Quiddity (formerly known as Jones Carter) for street analysis.
4. Consider approval of a Service Contract for 5 year Strategic Plan Facilitator.
5. Consider approval of Resolution No. 2022-108R suspending the June 17, 2022 effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates.

Motion made by Holly Gray-Moore second by David Thompson to approve Consent Agenda Items 1 through 5.

Motion carried unanimously.

E. OLD BUSINESS

1. Consideration and action on approval of Resolution No. 2022-107R - A, appointing City Council as the Board of Directors of the City of Roanoke Crime Control and Prevention District.

No action taken.

2. Discuss appointment of Board members to the City of Roanoke Crime Control and Prevention District; draw lots for the term of said Board members; consideration and action on approval of Resolution No. 2022-107R - B, appointing citizens as members to the Board of Directors of the City of Roanoke Crime Control and Prevention District.

The Mayor and City Council Members made nominations, and numbers were drawn to determine the terms for the slate of Crime Control and Prevention District Directors.

Hogan Page nominated Angie Grimm and drew #2
Bryan Moyers nominated Krystle Joyner and drew #3
Holly Gray-Moore nominated Sean Turner and drew #1
Mayor Gierisch nominated Victor Molaschi and drew #6
Brian Darby nominated Werner Rindfleisch and drew #5
David Thompson nominated John Thompson and drew #4
David Brundage nominated Deborah Brundage and drew #7

Motion made by Holly Gray-Moore second by Brian Darby to approve Resolution No. 2022-107R - B, appointing citizens as members to the Board of Directors of the City of Roanoke Crime Control and Prevention District. The Director's terms are as follows:



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1. Sean Turner, serve through September 1, 2024;
2. Angie Grimm, serve through September 1, 2023;
3. Krystle Joyner, serve through September 1, 2024;
4. John Thompson, serve through September 1, 2023;
5. Werner Rindfleisch, serve through September 1, 2024;
6. Victor Molaschi, serve through September 1, 2023; and
7. Deborah Brundage, serve through September 1, 2024.

Motion carried unanimously.

F. NEW BUSINESS

1. Motion made by Holly Gray-Moore second by Brian Darby to approve a Service Agreement between the City of Roanoke and 720 Design for Owner Representative/Project Manager Services for Proposed Police Department and Municipal Court Facility.

Motion carried unanimously.

2. Motion made by Holly Gray-Moore second by Brian Darby to approve Ordinance No. 2022-115, amending the Fiscal Year 2021-2022 Budget.

Motion carried unanimously.

G. EXECUTIVE SESSION

The City Council will hold a closed Executive Session meeting pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

CITY COUNCIL DID NOT CONVENE INTO CLOSED SESSION.

Section 551.087

To deliberate commercial or financial information the City has received from a business prospect, and to deliberate the offer of a financial or other incentive to a business prospect.

H. ADJOURNMENT

Motion made by Holly Gray-Moore second by Brian Darby to adjourn the meeting at 7:24 p.m.



**MINUTES FOR THE REGULAR MEETING
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Motion carried unanimously.

Carl E. "Scooter" Gierisch, Jr., Mayor

April S. Hill, City Secretary



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: Acceptance of FY 2022-2023 CCPD Budget

MEETING DATE: June 14, 2022

DEPARTMENT: Finance

ITEM SUMMARY:

Consideration and acceptance of the FY 2022-2023 Crime Control and Prevention District Budget.

INFORMATION:

Approved FY 2022-2023 Roanoke Crime Control and Prevention District Budget.

STAFF RECOMMENDATION:

Staff recommends acceptance of the FY 2022-2023 Roanoke Crime Control and Prevention District Budget.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CCPD Proposed Budget Plan 2022-23
2. Justification for Capital Items
3. ROANOKE REGIONAL Jail FY 22-23 ESTIMATE.docx

**ROANOKE CRIME CONTROL
AND PREVENTION DISTRICT
PROPOSED BUDGET PLAN**

	Proposed Budget Plan Year 1	Proposed Budget Plan Year 2
RCCPD Beginning Fund Balance	-	2,162,986
REVENUES:		
General Sales Tax	5,500,000	5,800,000
Interest Income	1,000	1,030
TOTAL REVENUE	5,501,000	5,801,030
EXPENDITURES:		
<u>PERSONNEL SERVICES</u>		
Salaries	1,700,000	1,768,000
Certification Pay	18,000	18,720
Longevity Pay	21,000	21,840
Benefits (TMRS, Insurance, FICA, WC, Medicare)	640,000	665,600
Personnel Services Subtotal	2,379,000	2,474,160
<u>TRANSFER TO REPLACEMENT FUNDS</u>		
Vehicle Replacement Transfer	240,000	249,600
Computer Replacement Transfer	21,000	21,840
Replacement Subtotal	261,000	271,440
<u>DEBT SERVICES</u>		
Debt Service - Design of Police And Courts Facility	450,000	3,000,000
Debt Service Subtotal	450,000	3,000,000
<u>Capital Items</u>		
Ballistic Vests for Officers	10,000	-
Ballistic Vests and headsets for SWAT Officers	9,789	
Firearm Replacement (Duty, Back-up & Rifle)	40,600	
Data Pilot - Software	5,280	1,295
UAS	11,610	
Covert Track	6,050	2,160
Input Ace - Software	3,495	995
Clear - Software	7,108	7,108
Keller Jail Contract	145,682	
Backpack Entry Kit for Patrol - Breaching Tools	8,400	
Capital Items Subtotal	248,014	11,558
TOTAL EXPENDITURES	3,338,014	5,757,158
Projected Ending Fund Balance	2,162,986	2,206,858
 Recommended Reserve Level	 \$ 904,274	 \$ 953,594
	2,162,986	43,872

Form 5
FY2022-23

CITY OF ROANOKE
ANNUAL BUDGET REQUEST
CAPITAL AND SUPPLEMENTAL REQUESTS

FUND: CCPD
DEPARTMENT: Police

TITLE OF ITEM/PROGRAM

SWAT Replacement Vests and Headsets

BRIEF DESCRIPTION

Replace expiring vests and rifle plates for SWAT operators assigned to the regional SWAT Team. Replace old and failing headsets.

JUSTIFICATION

The current SWAT vests are due to expire at the end of 2022 according to the manufacturers recommendation regarding age and exposure to the elements. The vests are essential equipment for officers conducting high risk operations. The current Headsets are beginning to fail from wear and tear. The sets are needed for ear protection and is also how officers communicate during operations.

ITEM DESCRIPTION	ACCT. CODE	AMOUNT REQUESTED	ADDITIONAL NOTES AND COMMENTS (IF VEHICLE, INCLUDE TYPE ONLY, i.e., Sedan, Pickup, etc.)
SALARIES AND WAGES			
Salaries			
Benefits			
PROFESSIONAL SERVICES			
WEARING APPAREL	010-670-204	7,269	Four SWAT rated ballistic vests with rifle plates.
			Quote reflects Buy Board Contract 603-20
	010-670-206	2,520	2 - Peltor ear protection/ headsets for SWAT officers.
MAINTENANCE AND REPLACEMENT			
MISCELLANEOUS SERVICES			
SUNDRY CHARGES			
CAPITAL OUTLAY			
TOTAL		\$ 9,789	

Form 5
FY2022-23

CITY OF ROANOKE
ANNUAL BUDGET REQUEST
CAPITAL AND SUPPLEMENTAL REQUESTS

FUND: CCPD
DEPARTMENT: Police

TITLE OF ITEM/PROGRAM	Firearm Replacement/ Upgrade
BRIEF DESCRIPTION	Replace older current patrol pistols, back up pistols, holsters and lights. Upgrade to new pistols, holster, lights and add optics. Increase patrol rifle count by four.
JUSTIFICATION	Current pistols have several thousand rounds through them making malfunction through natural wear and tear more common. Replacing them ensures function and allows the department to purchase pistols with optics. The addition of optics significantly increases the accuracy of the shooter. The Pistols have to be made to fit the new optics making this an opportunity to purchase duty pistols in 9mm that accommodate optics. The change from 40 caliber to 9 mm ammunition increasing round capacity. Four new rifles equip officers who do not currently have a patrol rifle assigned to them.

ITEM DESCRIPTION	ACCT. CODE	AMOUNT REQUESTED	ADDITIONAL NOTES AND COMMENTS (IF VEHICLE, INCLUDE TYPE ONLY, i.e., Sedan, Pickup, etc.)
SALARIES AND WAGES			
Salaries			
Benefits			
TRAINING	010-670-407	600	Red Dot Instructor School / Train officers to use new RED Dot sights.
SMALL TOOLS AND SUPPLIES	010-670-206	60,000	35 - Glock 19 duty pistols w/ optics, 35 back up pistols, 35 duty holsters
			35 - Glock 43X MOS back up pistol
			35 - Safariland Duty Holsters
			4 - Daniel Defense AR-15
		(20,000)	Vendor Trade in of current duty and back up weapons
MISCELLANEOUS SERVICES			
SUNDRY CHARGES			
TOTAL		\$ 40,600	

Form 5
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CITY OF ROANOKE
ANNUAL BUDGET REQUEST
CAPITAL AND SUPPLEMENTAL REQUESTS

FUND: CCPD
DEPARTMENT: Police

TITLE OF ITEM/PROGRAM

CLEAR for CID and Patrol

BRIEF DESCRIPTION

Public Records Software used to quickly and easily locate a subject's most recent address, phone information, and assets.

JUSTIFICATION

Clear would replace TLO, a similar software currently utilized by the department to help locate information regarding subjects. Information such as a most recent address, phone number, registered vehicle, family members, associates, and mug shots. TLO's data is outdated, and we often have to contact Southlake and Colleyville PD to provide us with up-to-date information on subjects. We currently pay \$3500 for TLO, and we would recover the cost of TLO to gain the added benefits of Clear.

ITEM DESCRIPTION	ACCT. CODE	AMOUNT REQUESTED	ADDITIONAL NOTES AND COMMENTS (IF VEHICLE, INCLUDE TYPE ONLY, i.e., Sedan, Pickup, etc.)
SALARIES AND WAGES			
Salaries			
Benefits			
PROFESSIONAL SERVICES			
SOFTWARE	010-670-314	\$10,608.00	Annually
		(3,500)	TLO recoup
Building and Structural Maint.			
MISCELLANEOUS SERVICES			
SUNDRY CHARGES			
CAPITAL OUTLAY			
TOTAL		\$ 7,108	

Form 5
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CITY OF ROANOKE
ANNUAL BUDGET REQUEST
CAPITAL AND SUPPLEMENTAL REQUESTS

FUND: CCPD
DEPARTMENT: Police

TITLE OF ITEM/PROGRAM	Unmanned Aircraft System (UAS)- Traffic
BRIEF DESCRIPTION	Unmanned Aircraft for reconstructing fatality accident scenes or scenes where criminal charges will be filed. The UAS will also be used for emergency situations such as search and rescue calls for service.
JUSTIFICATION	The UAS is compatible with current software that allows for the mapping and reconstruction of major accident scenes. The UAS captures data quicker than the current on ground method that requires set up. Using a UAS for reconstruction captures a true overview of the scene and accomplishes the reconstruction in less time. Less time means shorter road closures and removes officers from dangers present while working in roadways at various hours of the day or night. The UAS can be used to make visual assessment of high risk calls like person with a gun or robbery in progress. The UAS provides the officers the ability to search dense or confined areas from the air rather than placing themselves in an ambush situation with little to no room to defend themselves. The UAS would also be deployed for missing or endangered persons.

ITEM DESCRIPTION	ACCT. CODE	AMOUNT REQUESTED	ADDITIONAL NOTES AND COMMENTS (IF VEHICLE, INCLUDE TYPE ONLY, i.e., Sedan, Pickup, etc.)
SALARIES AND WAGES			
Salaries			
Benefits			
PROFESSIONAL SERVICES			
TRAINING	010-670-407	2,410	TXPS ROBOT CONFERENCE for 3 PILOTS. REG \$750, HOTEL \$1,000 and PER DIEM \$660
MAINTENANCE AND REPLACEMENT			
SMALL TOOLS AND SUPPLIES	010-670-206	9,200	Autel EVO II Dual 640T Enterprise Bundle
TOTAL		\$ 11,610	

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FY2022-23

CITY OF ROANOKE
ANNUAL BUDGET REQUEST
CAPITAL AND SUPPLEMENTAL REQUESTS

FUND: CCPD
DEPARTMENT: Police

TITLE OF ITEM/PROGRAM

Input Ace - Criminal Investigations Division

BRIEF DESCRIPTION

Video and photo enhancement analysis software.

JUSTIFICATION

Video surveillance comes in various degrees of quality. Input Ace is a video enhancement software that Detectives can use to enhance video playback. Use of Force Investigators will use the software to better evaluate issues relating to motion, timing, and the perception of force in video evidence. Currently, we outsource our video enhancement to DFW Airport PD and Southlake PD. By having Input Ace we will not have to rely on other agencies which will increase the efficiency of detectives.

ITEM DESCRIPTION	ACCT. CODE	AMOUNT REQUESTED	ADDITIONAL NOTES AND COMMENTS (IF VEHICLE, INCLUDE TYPE ONLY, i.e., Sedan, Pickup, etc.)
SALARIES AND WAGES			
Salaries			
Benefits			
PROFESSIONAL SERVICES			
SUPPLIES			
Building and Structural Maint.			
MISCELLANEOUS SERVICES			
SOFTWARE	010-670-314	\$9,495.00	
			\$995 annually maintenance fee
CAPITAL OUTLAY			
TOTAL		\$ 9,495	

Form 5
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CITY OF ROANOKE
ANNUAL BUDGET REQUEST
CAPITAL AND SUPPLEMENTAL REQUESTS

FUND: CCPD
DEPARTMENT: Police

TITLE OF ITEM/PROGRAM

Data pilot- CID software

BRIEF DESCRIPTION

Cellphone extraction software. Once a warrant is obtained for a phone/computer, this software will extract the data as described in the warrant.

JUSTIFICATION

As crimes continue to become more electronic involved the demand for an extraction software is a necessity. There are only a few agencies around that will allow us to use theirs however its for a fee and could take months to process. Some of them will not accept your device if it wasn't involved in a serious felony due to the backlog. Previously Denton County provided this service but they no longer have the ability due to personnel issues.

ITEM DESCRIPTION	ACCT. CODE	AMOUNT REQUESTED	ADDITIONAL NOTES AND COMMENTS (IF VEHICLE, INCLUDE TYPE ONLY, i.e., Sedan, Pickup, etc.)
SALARIES AND WAGES			
Salaries			
Benefits			
PROFESSIONAL SERVICES			
SOFTWARE	010-670-314	5,280	
			Supplemental - \$1295 annual maintenance
Building and Structural Maint.			
MISCELLANEOUS SERVICES			
SUNDRY CHARGES			
CAPITAL OUTLAY			
TOTAL		\$ 5,280	

Form 5
FY2022-23

CITY OF ROANOKE
ANNUAL BUDGET REQUEST
CAPITAL AND SUPPLEMENTAL REQUESTS

FUND: CCPD
DEPARTMENT: Police

TITLE OF ITEM/PROGRAM

Covert Track - Criminal Investigations/Patrol

BRIEF DESCRIPTION

Covert Track manufactures portable GPS devices/software that can be placed covertly to monitor and track something of value.

JUSTIFICATION

As we have waves of crimes such as burglary of motor vehicles, these devices are the most common tool used among surrounding agencies. Detectives will use the devices following a search warrant to track suspect vehicles and track commonly stolen items placed strategically in neighborhoods and parking lots to identify suspects. Currently, we borrow the devices from other agencies such as Flower Mound and Colleyville PD. However, they are seldom available because they are always in use.

ITEM DESCRIPTION	ACCT. CODE	AMOUNT REQUESTED	ADDITIONAL NOTES AND COMMENTS (IF VEHICLE, INCLUDE TYPE ONLY, i.e., Sedan, Pickup, etc.)
SALARIES AND WAGES			
Salaries			
Benefits			
PROFESSIONAL SERVICES			
SOFTWARE	010-670-314	6050.00	
			Annual maintenance \$2160
Building and Structural Maint.			
MISCELLANEOUS SERVICES			
SUNDRY CHARGES			
CAPITAL OUTLAY			
TOTAL		\$ 6,050	

Form 5
FY2022-23

CITY OF ROANOKE
ANNUAL BUDGET REQUEST
CAPITAL AND SUPPLEMENTAL REQUESTS

FUND: CCPD
DEPARTMENT: Police

TITLE OF ITEM/PROGRAM

Blackhawk Backpack Entry Kit for Patrol/School Resource Officers

BRIEF DESCRIPTION

Active shooter breaching tools for patrol/SRO units.

JUSTIFICATION

Each patrol/SRO vehicle will be equipped with breaching tools ensuring officers have the ability to open/breach locked/barricaded doors.

ITEM DESCRIPTION	ACCT. CODE	AMOUNT REQUESTED	ADDITIONAL NOTES AND COMMENTS (IF VEHICLE, INCLUDE TYPE ONLY, i.e., Sedan, Pickup, etc.)
SALARIES AND WAGES			
Salaries			
Benefits			
PROFESSIONAL SERVICES			
Small Tools	010-670-204	8400.00	12 Packs @ \$700 each.
Building and Structural Maint.			
MISCELLANEOUS SERVICES			
SUNDRY CHARGES			
CAPITAL OUTLAY			
TOTAL		\$ 8,400	

**FISCAL YEAR 2022/2023
COMBINED JAIL BUDGETS AND
GENERAL AND ADMINISTRATIVE CHARGES
FOR SERVICES TO THE CITY OF ROANOKE.
ESTIMATE**

OPERATING BUDGET FOR JAIL SERVICES FISCAL YEAR 2022/2023

Includes nine (9) full-time employee equivalents (FTEs) , (8) detention officers,
and one (1) detention facility supervisor; operations, capital , and
maintenance costs. \$ 716,669

Annual Service Level at 15.11% cost share. \$ 125,766
(October 1, 2022 - September 30, 2023)

GENERAL AND ADMINISTRATIVE CHARGES (1) \$ 12,617

Includes services of Police Administration,
Human Resources, Information Services.

***Regional Holding Facility Magistrate \$ 7,300

TOTAL ANNUAL COST FOR FISCAL YEAR 2022/2023 \$ 145,682
=====

- (1) PERCENT (%) OF RESPECTIVE ANNUAL
OPERATING BUDGET USED:
- | | |
|-----------------------|--------|
| Police Administration | .53. % |
| Human Resources | .40% |
| Information Services | .27% |



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Consider approval of the MOU between City of Roanoke and Flock Group Inc.

MEETING DATE: June 14, 2022

DEPARTMENT: Police

ITEM SUMMARY:

Consider approval of a Memorandum of Understanding (MOU) between the City of Roanoke and Flock Group, Inc., to access Flock's technology platform and Flock Safety dashboard for investigative purposes.

INFORMATION:

The Flock technology platform and Flock Safety dashboard provides a resource to facilitate investigations, as well as gaining awareness with respect to the Roanoke community. The platform allows access to view and search videos recorded by Flock which are stored for no longer than thirty (30) days and utilizes its software for automatic license plate detection. The term of this Agreement will commence once executed by both parties and shall continue for a period of five (5) years.

STAFF RECOMMENDATION:

Approve the MOU between the City of Roanoke and Flock Group, Inc.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

No additional funds are requested and no financial commitment is required as a condition of this MOU.

ATTACHMENTS:

1. TX - Roanoke PD - MOU

MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter “**MOU**”) is entered into by and between Flock Group, Inc. with a place of business at 2588 Winslow Drive, Atlanta, GA 30305 (“**Flock**”) and Roanoke PD with a place of business at 609 Dallas Dr, Roanoke, Texas 76262 (“**Agency**”) (each a “**Party**”, and together, the “**Parties**”).

Whereas, Agency desires to access Flock's technology platform and Flock Safety dashboard (together, the “**Flock Service**”) for investigative purposes, in order to view and search videos recorded by Flock (“**Recordings**”) which are stored for no longer than thirty (30) days, utilizing its software for automatic license plate detection;

Whereas, Flock desires to share such videos and supplemental data with Agency pursuant to the following terms and conditions:

1. **Purpose.** To allow the Agency to utilize the Flock Services for the following purpose: to gain awareness with respect to the communities for which they serve to protect and facilitate investigations (the “Purpose”).
2. **Access Rights to Flock Services.** Subject to the terms and conditions contained in this MOU, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Service during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions herein. For purposes of this MOU, “Authorized Users” will mean employees, agents, or officers of Agency accessing or using the Flock Services for the Purpose. Agency acknowledges and agrees that, as between Agency and Flock, Agency shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which would constitute a breach of this MOU, shall be deemed a breach of this MOU by Agency. Agency shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU as applicable to such Authorized User's use of the Flock Service, and shall cause Authorized Users to comply with such provisions.
3. **Restrictions on Use.** Agency will not, and will not permit any Authorized Users or any third party to, (i) copy or duplicate any of the Flock Service; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Service is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Service, or create any derivative product from any of the foregoing; (iv)

interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock Service; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Service; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2. Agency may only access Recordings and Flock Service to perform the Purpose, as described in Section 1. Agency shall not use the Flock Service in any manner not permitted by appropriate governing Federal and State regulations or laws; Agency represents and warrants that, in receiving access to Flock Services, such video and supplemental data shall be used solely for purposes authorized by law and described in this MOU.

4. **Ownership.** As between the Parties, subject to the rights granted in this MOU, Flock and its licensors retain all right, title and interest in and to the Flock Service, and its components and any Recordings or data provided by Flock through the Flock Service, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this MOU. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

5. **Warranty.** Flock and its licensors make no express or implied warranty as to the conditions of the Recordings, or fitness for a particular research, data, investigative purpose or resulting actions or omissions resulting from videos and supplemental data obtained by Agency through the use of Flock Services.

6. **Financial Implications to Agency.** No financial commitment by Agency is required to access the Flock Services or Recordings.

7. **Term; Termination.**

A. **Term.** This MOU will commence once executed by both parties and shall continue for a period of Five (5) years.

B. **Termination.** Prior to expiration of the Term, Flock may terminate this MOU for its convenience, and in its sole discretion, by providing Agency thirty (30) days prior written notice of termination. Agency may terminate this MOU for its convenience, and in its sole discretion, by providing Flock ninety (90) days prior written notice of termination. Either party may terminate this MOU upon written notice if the other party has breached a material term of this MOU and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach. Upon termination of this MOU, Agency will

immediately cease all use of Flock Services. This MOU is subject to termination without written notice after expiration of the Term.

8. Indemnification. Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOU. Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Service. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the Parties.

9. Limitation of Liability.

A. Limitation on Direct Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN THE FEES PAID TO FLOCK UNDER THIS MOU, OR \$100 IN UNITED STATES CURRENCY, WHICHEVER IS GREATER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

B. Waiver of Consequential Damages. IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Confidentiality.

A. Obligations. During the performance of services and Agency's use of the Flock Service under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. The disclosure of such confidential information shall be subject to the following terms and conditions.

i. The term "Agency Confidential Information" shall mean any material, data, systems, procedures and other information of or with respect to Agency that is not be accessible or known to the general public, including information concerning its hardware, software, business plans or opportunities, business strategies, finances, employees, and third-party proprietary or other information that Agency treats as confidential. Flock shall not use, publish or divulge any Agency Confidential Information except (i) in connection with Flock's provision of Software and services pursuant to this Agreement, (ii) to Flock's officers, directors, employees, agents and contractors who need to know such information to enable Flock to provide Software and services pursuant to this Agreement, or (iii) with the prior written consent of Agency, which consent Agency may withhold in its sole discretion.

ii. The term "Flock Confidential Information" means any material, data, systems, procedures and other information of or with respect to Flock that is not accessible to or known to the general public, including, without limitation, the software, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support third-party proprietary or other information that Flock treats as confidential. Agency shall not use, publish or divulge any Flock Confidential Information except (i) to its employees, agents and officers who need to know such information to enable Agency to use the Flock Services, or (ii) with the prior written consent of Flock, which consent Flock may withhold in its sole discretion.

iii. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each party to protect confidential information received from the other party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning the Confidentiality section herein, shall survive any termination of this MOU.

B. Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third-party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act shall not be considered a breach

of this MOU; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

11. **Entire Agreement.** This MOU is complete and contains the entire understanding between the Parties relating to the sharing of Recordings and Confidential Data by and between Flock and Agency. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by both Parties.

12. **Severability.** Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

13. **Miscellaneous.** All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission To the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. This MOU shall be governed by the laws of the state in which the Agency is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

FLOCK GROUP, INC.

Roanoke PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: RES NO 2022-109R - Appointment of Denco 9-1-1 Member

MEETING DATE: June 14, 2022

DEPARTMENT: City Manager

ITEM SUMMARY:

As a participating entity in the Denco Area 911 District, the city may cast a vote for one candidate to serve as the Board's municipal representative.

INFORMATION:

The Denco Area 9-1-1 District requests that each municipality vote for one of the candidates and advise the district of its selection by 5 p.m. on July 29, 2022. No votes will be accepted after that time. If a nominating municipality does not formally vote, its nomination will automatically count as a vote for its nominee.

STAFF RECOMMENDATION:

Approve the attached resolution casting the city's official vote. The official motion will need to include the name of the person receiving the City's vote to be added to the language of the resolution.

Information regarding the mission, structure, and service area of the Denco Area 911 district can be found at the following link - <https://www.denco.org/about-us>

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Denco Area 9-1-1 District Cover Letter
2. FY 2022 Board of Managers
3. Candidate's Information
4. RES NO 2022-109R- DENCO Area 9-1-1 District Vote for Appointment 2-Year Term



AGENDA ITEM



Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067

Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ Denco.ORG

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions
FROM: Greg Ballentine, Executive Director
DATE: June 1, 2022
RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On March 31, 2022, the Denco Area 9-1-1 District requested municipalities to nominate a representative to the district board of managers for the two-year term beginning October 1, 2022. Denco received the following nominations by the May 31, 2022 deadline:

Nominee

Jim Carter

David Terre

City/Town Making Nomination

City of Aubrey
City of Highland Village
City of Lake Dallas
City of Oak Point
City of Pilot Point
Town of Bartonville
Town of Copper Canyon
Town of Double Oak
Town of Hickory Creek
Town of Providence Village

City of The Colony

The Denco Area 9-1-1 District requests that each municipality vote for one of the candidates and advise the district of its selection by **5 p.m. on July 29, 2022**. No votes will be accepted after that time. If a nominating municipality does not formally vote, it's nomination will automatically count as a vote for its nominee. Please send a copy of the resolution recording council action. I have attached a sample resolution you may wish to use and resumes for the candidates. Also attached is a list of current board members.

Please send a copy of your council's office action to the Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or to Melinda Camp at melinda.camp@denco.org. We will acknowledge receipt of all votes.

Thank you for your assistance in this matter.

Denco Area 9-1-1 District Board of Managers FY2022

Bill Lawrence, Chairman

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2023
- Former Mayor of Highland Village
- Businessman, Highland Village

Sue Tejml, Vice Chair

- Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2023
- Attorney at Law

Chief Terry McGrath, Secretary

- Appointed by Denton County Fire Chief's Association
- Member since October 2011
- Term expires September 2023
- Assistant Fire Chief, City of Lewisville

Jim Carter

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2022
- President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

Jason Cole

- Appointed by Denton County Commissioners Court
- Member since October 2020
- Term expires September 2022
- Businessman, Denton

George Karatzis

- Non-voting member appointed by largest telephone company (Verizon)
- Member since 2021
- Serves until replaced by telephone company
- Director, Network Field Engineering, Verizon

All voting members serve two-year terms and are eligible for re-appointment.

JIM CARTER

6101 Long Prairie Road
Ste 744-110
Flower Mound, Texas 75028

(817) 239-7791
jcarter@halff.com

EDUCATION

College Degree:	University of Georgia, B.B.A. Finance
Postgraduate:	Georgia Tech, University of Tennessee, University of Michigan, Texas Women's University, American Management Association

PROFESSIONAL EXPERIENCE

Department Head, Finance	General Motors Corporation
Zone Vice-President	Frito-Lay, Inc., International and Domestic Development
President, C.E.O.	Mercantile Corporation Responsible for 3 Banks, developed 2,000 prime commercial acres in Fort Worth adjacent to I-35W,
Current: Principal	James P. Carter & Associates – Consultant & Mediator To business and governmental entities
Professional Licenses	Texas Real Estate License, Certified Mediator

PUBLIC SERVICE EXPERIENCE

Mayor	Trophy Club, Texas – 14 years
Municipal Court Judge	Trophy Club, Texas – 12 years
Emergency Manager	Trophy Club, Texas – 14 years
County Commissioner	Denton County, Texas – 8 years
Vice President	Texas Association of Counties
President-Current	Denton County Emergency Services District #1 Fire and Emergency Medical over 65 square miles Serving 5 municipalities: (Argyle, Bartonville, Copper Canyon, Coral City, and Northlake) Lantana. Robson Ranch Unincorporated areas of Denton County
Texas State Board Member-	State Association Fire and Emergency Service Districts – Trains Emergency Services District Commissioners

Board Member Denco 911-Current	Emergency telecommunications system that assists its member jurisdictions in managing police, fire, and medical emergency calls.
Mission Leader – Guatemala	Constructed water purification system in remote villages, shared the “Good News” of Jesus’s love.
Team Leader	Provide housing and food to victims of Hurricane Katrina.
Team Leader	Made four trips to Sabine Pass to aid victims of Hurricane Rita.

COMMUNITY AND CHARITY SERVICES

Baylor Healthcare System	Trustee – 10 Years
University of North Texas	President’s Council
Texas Student Housing Corp	Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin
Boy Scouts of America	Longhorn Council, District Chairman
First Baptist Church, Trophy Club	Chairman, Stewardship Committee and Senior Bible Teacher

US MILITARY

US Navy	11 years – active and reserve service
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Honors: Who’s Who in the South and Southwest, Who’s Who in U.S. Executives, Honorary Fire Chief Argyle Fire District

David Terre

3941 Teal Cove
The Colony, Texas 75056
972-740-4526
terre.david@yahoo.com



EDUCATION

Drake University/Moberly Community College
BS-Business Administration and a Minor in economics

EMPLOYMENT HISTORY

Vice President of Sales/Wilson Sporting Goods
Retired

Successfully retired after a wonderful 46 year career where I rose through the ranks to become Vice President of Sales responsible for all domestic sales.

- Directed European Sales Operations while living in Germany
- Experience in Marketing
- Achieved successful coordination of new product introductions
- Managed West Coast Distribution Operations

LEADERSHIP

The Colony City Council

2011-Present

- 2011 - Received the honor of being elected Mayor Pro Tem during my first term on City Council and most recently was again re-elected Mayor Pro Tem in 2020
- 2012 - Appointed to the Local Development Corporation Board of Directors to oversee new Grandscape (Nebraska Furniture Mart) Development
- 2013 - First Council Member from The Colony, Texas to be elected and serve on the Denton County Tax Appraisal District Board of Directors
- 2021 - Re-elected to a fourth term on City Council receiving 86% of total votes

The Colony Planning & Zoning Commission

- Served as Vice Chair

2008-2011

HONORS

- 1982 - Drake University Basketball Hall of Fame
- 1994 - Moberly Community College Basketball Hall of Fame
- 1995-2003 - Three-time Senior Olympics Gold Medal Winner for USA Basketball Team
- 1999 - Wilson Wall of Fame Honor
- 2007- Moberly Community College Outstanding Alumni of the year
- 2013 -Washington High School Hall of Fame
- 2018 -Roaring Lambs Hall of Fame

RESOLUTION NO. 2022-109R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, APPOINTING ONE MEMBER TO THE BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Section 772, health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS:

Section 1. The City of Roanoke hereby votes to appoint _____, as a member of the Board of Managers of the Denco Area 9-1-1 District for the two-year term beginning October 1, 2022.

Section 2. That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Roanoke, Texas, on this the 14th day of June, 2022.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVE AS TO FORM AND LEGALITY:

Jeff Moore, City Attorney



AGENDA ITEM

TO: The Honorable Mayor and Council

SUBJECT: Tarrant County ESD #1 Agreement to fund an Ambulance for Roanoke using American Rescue Plan Act Funds.

MEETING DATE: June 14, 2022

DEPARTMENT: Fire

ITEM SUMMARY:

Consideration and action on approval of an Agreement between the City of Roanoke and Tarrant County Emergency Services District (ESD) No. 1 for American Rescue Plan Act State and Local Recovery Funds.

INFORMATION:

Tarrant County ESD #1 has provided assistance with the purchase of ambulances, as part of our annual agreement for the past several years. The ESD has chosen to utilize some of the monies they received from the American Rescue Plan Act, to purchase ambulances for the jurisdictions, like Roanoke, that provide EMS service to portions of the ESD.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

The initial purchase of the ambulance will need to be paid for by the City of Roanoke. However, the total price of the purchase will be returned to the city by the ESD.

ATTACHMENTS:

1. Agreement - Tarrant Co ESD No. 1 - ARPA Fund 2022
2. ARPA ambulance schedule 05-22

THE STATE OF TEXAS

§
§
§
§
§

**AGREEMENT BETWEEN THE TARRANT
COUNTY EMERGENCY SERVICES DISTRICT
NO. 1 AND THE CITY OF ROANOKE
FOR AMERICAN RESCUE PLAN ACT
STATE AND LOCAL RECOVERY FUNDS**

This Agreement ("Agreement") is between the TARRANT COUNTY EMERGENCY SERVICES DISTRICT No. 1 (the "ESD") and the **City of Roanoke** (the "CITY") and shall be effective on the date that the last signature is affixed (the "Effective Date"). The ESD and the CITY enter into the following Agreement:

Section 1: Recitals

On August 24, 2021, the Commissioners Court of Tarrant County approved an Interlocal Agreement in Commissioners Court Order #136137 between the ESD and Tarrant County Government ("COUNTY") allotting initial program funding to the ESD through the American Rescue Plan Act ("ARPA"). The State and Local Fiscal Recovery Funds ("FRF") authorized in ARPA (C.F.D.A. #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery. Funds allotted to the ESD are designated for use to aid and support municipal and volunteer emergency services providers that serve Tarrant County's unincorporated area through meeting equipment replacement needs, personal protective equipment, and related expenses. The purpose of this Agreement is to establish the terms and conditions under which CITY, as an emergency services provider in the unincorporated area of Tarrant County, and ESD will collaborate for the provision of the category of items designated by Commissioners Court. This Agreement enables CITY to acquire replacement equipment and related materials for fire, first responder, and ambulance services detailed in Appendix A and then receive reimbursement from ESD through the funds provided to ESD by Commissioners Court Order.

Section 2: Authority

Section 791 of the Texas Government Code authorizes contracts between political subdivisions for the performance of governmental functions and services. Section 418.109(d) of the Texas Government Code authorizes the provision of mutual aid assistance from a local government entity or organized volunteer group to another local government entity or organized volunteer group. This agreement is made pursuant to the authority of Government Code sections 418.109, 791.011, and 791.027 of the Texas Government Code. CITY shall follow guidance issued by the U.S. Treasury pertaining to the proper use of FRF funds.

Section 3: Term

This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until December 31, 2026. Either ESD or CITY may terminate this Agreement upon seven (7) days' prior written notice to the other Party.

Section 4: Authorized Use of Funds

Using funds provided to ESD by the FRF, ESD shall provide reimbursement to CITY for expenses related to FRF eligible uses designated in Appendix A or subsequent amendments to Appendix A.

During the term of the Agreement, CITY acknowledges a limit on purchases eligible for reimbursement by ESD per program year and detailed in Appendix A or subsequent amendments to Appendix A.

Section 5: Reporting Requirements

CITY shall provide to ESD quarterly and annual reports concerning items for which it seeks reimbursement from ESD. These quarterly reports shall include invoices for eligible expense with proof of payment. CITY shall provide to ESD the quarterly and annual reports according to the schedule contained in Appendix B.

All expenditures for which the CITY will seek reimbursement from ESD must be obligated, as defined by the U.S. Treasury, by December 31, 2024 and goods received and paid by December 31, 2025.

CITY shall keep and maintain, for a period not less than five (5) years after the termination of this Agreement any and all records relating to expenditures, reimbursements, and reporting requirements related to this Agreement.

Section 6: Audit Responsibilities

ESD acknowledges the burden and responsibility for conducting Audit Requirements for Federal Awards (2 CFR part 200) lies with ESD and the CITY if the CITY receives more than \$750,000. Upon request of ESD, CITY agrees to provide ESD with appropriate documentation to assist ESD in completing any required audits.

If Subrecipient within Subrecipient's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Subrecipient shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and Local agency awards. If Subrecipient, within Subrecipient's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Subrecipient must have a single audit.

Section 7: Acquisition of Equipment

It is the obligation of CITY to acquire and pay for equipment it intends to seek later reimbursement from ESD. Upon delivery and deployment of the equipment to CITY, ESD or its agent retains the right to inspect the equipment acquired by CITY.

Section 8: Independent Contractors

It is understood that any relationship created by this Agreement between ESD and CITY shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

Section 9: Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Section 10: Applicable Law

The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Exclusive venue of any dispute shall be in a court of competent jurisdiction in Tarrant County, Texas.

Section 11: Authorization

By signing below, each Party's representative warrants that he/she is duly authorized to enter into this Agreement on behalf of the Party, and that each Party to this Agreement is authorized by Texas law to accept the terms, conditions, and obligations set forth herein.

Section 12: Notices

Notices under this Agreement shall be in writing, and may be given by hand delivery or U.S. mail. If sent to the parties at the contact information addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. mail in case of mailing. The address of the parties for all purposes shall be:

ESD: Tarrant County Emergency Services District No. 1
2750 Premier Street
Fort Worth, Texas 76111
Attn: Rick Holman, President (or successor)

CITY: City of Roanoke
201 Fairway Drive
Roanoke, Texas 76262
Attn.: Christopher Addington, Fire Chief

Section 13: Debarment & Suspension

CITY represents that is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. CITY agrees to have an active registration in the System for Award Management (SAM.gov).

Section 14: Audit Clause

The Subrecipient must agree that ESD and COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Subrecipient involving transactions related to this agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between the Subrecipient and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Subrecipient's obligations to ESD and COUNTY under this agreement. The Subrecipient must agree that ESD and COUNTY will have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. ESD or COUNTY will provide the Subrecipient with reasonable advance notice of intended audits. The Subrecipient must provide records within ten (10) business days or a mutually agreed upon timeline.

Section 15: Standards for Financial Management

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subrecipient will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

CITY shall maintain an effective accounting system, which will:

- Identify and record valid transactions
- Record transactions to the proper accounting period in which transactions occurred
- Describe transactions in sufficient detail to permit proper classification
- Maintain records that permit the tracing of funds to a level of detail that establishes the funds have been used in compliance with contract requirements
- Adequately identify the source and application of funds of each grant contract
- Generate current and accurate financial reports in accordance with contract requirements.

Section 16: Equipment

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this program must be used for the originally authorized purpose. Procedures for managing equipment must meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.

Disposition. When original or replacement equipment acquired under FRF is no longer needed for the original project, the non-Federal entity must request disposition instructions from the ESD.

Section 17: Entire Agreement

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

EXECUTED by the duly authorized Parties below:

**TARRANT COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

CITY OF ROANOKE, TEXAS

Rick Holman
President

Name: Christopher Addington

Title: Fire Chief

Date: _____

Date: June 14, 2022

APPENDIX A

AUTHORIZED USE OF FUNDS

Authorized Uses

Ambulances and associated emergency medical equipment
Medical personal protective equipment
Equipment to ensure continuity of emergency services including generators and radio equipment
Program costs for increasing vaccination rates
Emergency medical equipment related to first responder activities

Authorized Use of Funds Schedule

Phase	Item(s)	Amount*	Status
2	First responder PPE and SCBA's	\$30,000.00	Open
3	Ambulance (M662)	\$580,000.00	Open

* PPE – Personal Protection Equipment commonly known as bunker gear (pants, coats, boots, gloves, helmets, etc.).

SCBA – Self Contained Breathing Apparatus to provide closed air supply (masks, tanks, etc).

** Not to exceed amount unless agreement is mutually amended by parties. Quantities are estimates.

APPENDIX B

QUARTERLY AND ANNUAL REPORTING DATES

Quarterly Reporting Periods		Report Due
First	July 1 st to September 30 th	October 5 th
Second	October 1 st to December 31 st	January 5 th
Third	January 1 st to March 31 st	April 5 th
Fourth	April 1 st to June 30 th	July 5 th

Annual Reporting Periods		Report Due
Year 1	July 1 to June 30, 2022	July 5, 2022
Year 2	July 1 to June 30, 2023	July 5, 2023
Year 3	July 1 to June 30, 2024	July 5, 2024
Year 4	July 1 to June 30, 2025	July 5, 2025
Year 5	July 1 to June 30, 2026	July 5, 2026
Year 6	July 1 to December 31, 2026	January 5, 2027

Detailed Ambulance Schedule (Owned by Departments)					
Dept	Unit	Unit Model Year	Model	Last Fiscal Year Replaced	Phase
Azle	M52	2017	Dodge 4500/Wheel Coach	2018	3
	M252	2012	Dodge 4500/Frazer	2021	3
	M352	2020	Dodge 4500/Frazer	2020	5
Benbrook	M53	2014	Ford F450 AEV	2015	1
	M253	2017	Ford F450 AEV	2018	3
	M353	2015	Ford F450 AEV	2016	3
	M453	2020	Ford F550 Braun	2021	5
Crowley	M54	2020	Ford F550 Braun	2021	3
	M254	2021	Ford F550 Braun	2021	5
	M354	2021	Ford F450 Frazer	2021	5
Eagle Mt.	M21	2019	Ford Horton E450	2019	3
	M221	2020	Ford Horton E450	2021	5
	M321	2015	Ford Horton E450	2015	1
	M421	2017	Ford Horton E450	2017	3
Everman	M19	2016	Ford F450	2021	5
	M219	2012	Ford F450	2019	3
Kennedale	M59	2021	Ford F550	2021	5
	M259	2011	Ford F450	2011	3
Rendon	M26	2015	Ford F450	2016	3
	M226	2013	Ford F450	2013	1
	M326	2020	Ford F450	2021	5
Roanoke	M662	2016	Ford F550 Frazer	2016	3

ARPA Projected/Actual Cost by Program Year *					
Phase	Projected/ Actual Cost *	# of Units	Projected/ Actual Total	Other Eligible Expenses **	Projected/ Actual Total
1	550,000	3	1,650,000	---	1,650,000
2	---	---	---	300,000	300,000
3	580,000	11	6,380,000	---	6,380,000
4	---	---	---	350,000	350,000
5	610,000	8	4,880,000		4,880,000
6	---	---	---	400,000	400,000
7	650,000	0	0	---	0
8	---	---	---	450,000	450,000
9	690,000	0	0	---	0
10	---	---	---	500,000	500,000
ARPA Total		22	12,910,000	2,000,000	14,910,000

* Ambulance purchases are expected to rise about 6% per year

** Other eligible expenses may include PPE, breathing apparatus, etc.

Program Narrative:

Tarrant County Emergency Services District No. 1 (ESD) provides fire (first responder) and ambulances services in the unincorporated portion of Tarrant County, Texas with a population of approximately 80,000. The ESD contracts with 26 municipal and volunteer departments for fire (first responder) services and 12 of those departments for ambulance services. All units are Medical Intensive Care Units (MICU).

Ambulance and the equipment they carry do not have a long useful life. Since COVID has stretched the capabilities of equipment and personnel, ambulances need to be replaced sooner along with the associated equipment. This program will provide departments that respond to calls for service with newer equipment with greater capability to provide medical services in the field. Mental health calls have continued to rise.

Key Performance Indicators (benchmark year - 2019)

of calls for service by fiscal year

of mental health related calls for service by fiscal year



AGENDA ITEM

TO: Honorable Mayor and Council

SUBJECT: Presentation, consideration, and action on approval of Purchase of Radios, Consoles and Related Equipment for Police and Fire Department utilizing American Rescue Plan Act Funds.

MEETING DATE: June 14, 2022

DEPARTMENT: Police

ITEM SUMMARY:

Purchase of Radio Equipment for Police and Fire

INFORMATION:

This purchase greatly improves the communication capabilities of the police department, moving them from the UHF system they currently use to the 800 mhz system used by the remainder of Tarrant and Denton Counties. This increases not only the performance of the radio system but improves officer safety and regional interoperability. Aside from the police department, this purchase provides updated equipment for the fire department as well. Lastly, this purchase allows the dispatch center to move from remote radio to console radios, which reduces time and concern with radio and channel switching in times of emergency.

STAFF RECOMMENDATION:

Staff recommends approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

This purchase is compliant with the restrictions for use of the American Rescue Plan Act and will utilize the funds provided to complete the purchase. The City of Roanoke has received over \$2 million in ARPA funds, of which \$1,539,429 can be used to fund this project. The current radio system is nearing the end of its life cycle. Therefore, this will help relieve the replacement costs that would be required in the near future.

ATTACHMENTS:



AGENDA ITEM

1. Roanoke TX Proposal 6_9_2022_ACS Included

CITY OF ROANOKE

MCC7500 DISPATCH CONSOLES AND SUBSCRIBER REPLACEMENT

JUNE 3RD, 2022

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

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June 3rd, 2022

Chief Jeriahme Miller
City of Roanoke, TX
609 Dallas Drive
Roanoke, TX 76262

Subject: MCC7500E Dispatch Console Upgrade & Subscriber Replacement

Dear Chief Miller,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide the City of Roanoke with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the replacement of your agencies existing dispatch consoles and subscriber radios and provides:

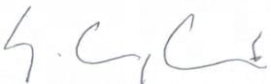
- Two (2) MCC7500E Fixed Dispatch Console Positions
- One (1) MCC7500E Portable Dispatch Console Positions
- Five (5) backroom APX Consollettes
- All necessary installation and antenna lines
- Subscriber replacement for the City's Police and Fire Departments

This proposal is based upon the H-GAC Master Agreement (RA05-21) and subject to the terms and conditions of the enclosed H-GAC Communications System and Services Agreement (CSSA), together with its Exhibits and applicable Addendum, and remains valid for a period of 90 days from the date of this cover letter. Roanoke may accept this proposal by returning to Motorola a signed copy of the aforementioned agreement and a purchase order subject to the terms and conditions of Motorola's proposal and H-GAC Agreement (RA05-21). Alternatively, Motorola is pleased to address any concerns you may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Robert Smoczynski, at 312.339.9974

We thank you for the opportunity to furnish the City of Roanoke, TX with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.



Clay Cassard
Territory Vice President

SECTION 1

SYSTEM DESCRIPTION

1.1 SYSTEM OVERVIEW

Motorola Solutions is pleased to provide City of Roanoke a replacement for a mission critical dispatch solution for the Roanoke PD. The proposal is for two (2) MCC 7500E dispatch consoles along with one (1) portable console op, network equipment to connect to the Master Site, and four (4) consolettes to provide wireless conventional communication to Roanoke. The proposed console will replace Roanoke PD's existing console.

The system will reuse the existing logging system and the existing VHF antenna system for the backup VHF consolette.

Subscriber replacement for the City's Police and Fire Departments as well as Astro 25 Connectivity Service solution is also included in the proposal.

A description of the features, benefits, system architecture, hardware components, and software components are provided in this system description.

1.2 SYSTEM DESIGN

The figure below depicts a high level block diagram of the proposed MCC 7500E dispatch center solution for the Roanoke's PD.

MCC7500 Dispatch Consoles

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System Description 1-1

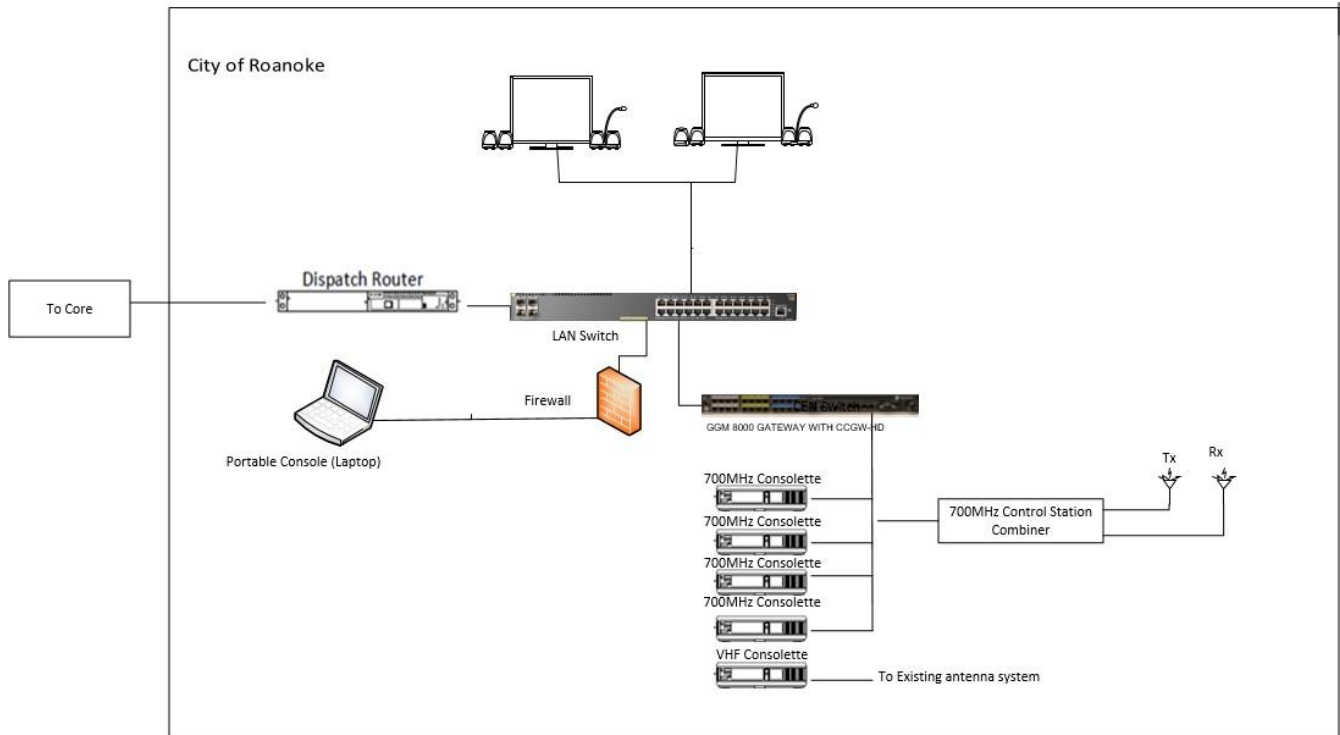


Figure 1: High Level System Diagram

1.3 MCC 7500E DISPATCH CONSOLE

The offering compose of three IP based MCC 7500E consoles, the network equipment to provide a wireline connectivity to the core, 7 existing control stations and 1 new control station, components to provide continued wireless communication to users not tied to the system, and components to provide fall-back trunking communication.

1.3.1 MCC 7500E Overview

The Motorola MCC 7500E Dispatch Console is a Wireline console for use on Motorola's ASTRO 25 systems. It offers scalable capacity and flexible deployment options and is a software-based dispatch console that requires no external hardware connections (no VPM) to perform dispatch operations. Audio Vocoding is performed within the Windows operating system.

With scalable resource capacity choices and a variety of options including End-to-end Encryption, External Phone Interface, and an Enhanced IRR, customers are able to set features and capacity at the optimal price point to meet their needs.



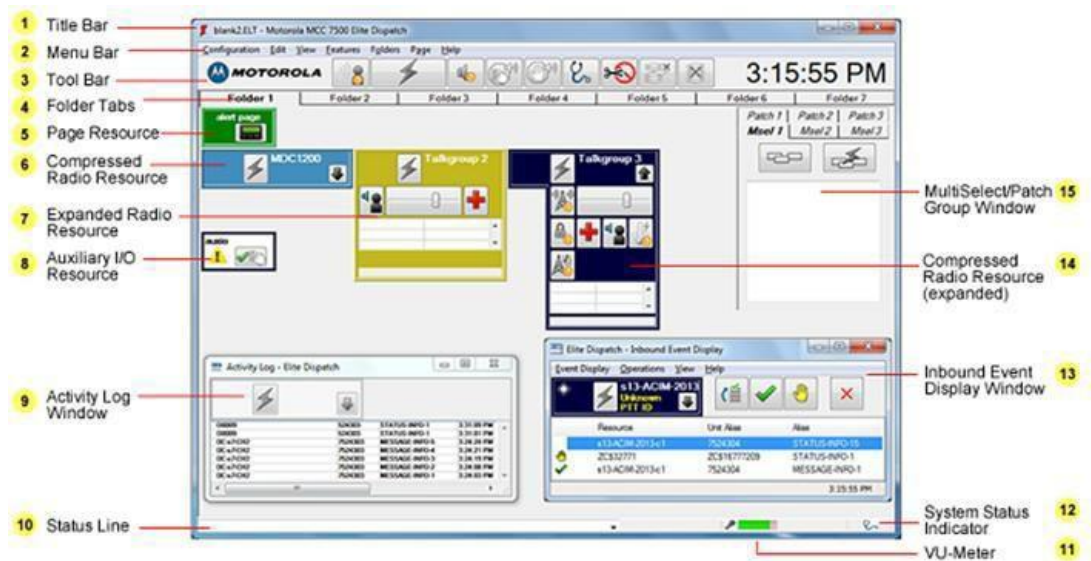
The MCC 7500E Dispatch Console offers the flexibility to be deployed at a console site within the ASTRO 25 radio network or outside of the ASTRO 25 network. The MCC 7500E Dispatch Console includes the features expected in a high tier Console including Emergency and Console Priority and offers a choice of Motorola or COTS accessories.

The MCC 7500E Dispatch Console supports:

- ASTRO 25 Trunking (Phase 1 & Phase 2)
- ASTRO 25 Digital Conventional (P25)
- Analog & MDC 1200 Analog Conventional
- Mixed Mode Analog / Digital Conventional
- Telephony

1.3.2 Elite Dispatch Graphical User Interface

The Motorola MCC 7500E Dispatch Console uses the Elite Dispatch graphical user interface (GUI) which is the same GUI used by the MCC 7500 Dispatch Console for displaying information to and accepting commands from the dispatch console user. The Elite Dispatch GUI is efficient, easy to use and intuitive, and has been refined and improved with user controlled color and size of resources. Figure below shows an example of MCC 7500E Elite Dispatch GUI



1.3.3 Peripheral Configuration Tool

The MCC 7500E Dispatch Console software installation automatically configures the computers' output and input sources for voice and audio. The Desktop Mic is set to be the Default input and Speakers 1 and 2 are set to be the default output. These input and output

devices can be modified from their default setting using the MCC 7500E Peripheral Configuration Tool (PCT). The PCT comes with the MCC 7500E Dispatch Console software and is automatically installed. When launched, the Peripheral Configuration Tool reads all audio devices that are currently connected.

The Peripheral Configuration Tool supports:

- Dynamic remapping of peripherals
- Dynamic disconnection and connection of peripherals

1.3.4 Enhanced Instant Recall Recorder (IRR)

The MCC 7500E Enhanced Instant Recall Recorder (IRR, aka, EIRR) is a Motorola developed instant recall recorder solution integrated with the MCC 7500E Dispatch Console software application. This application provides the dispatch operator with the ability to instantly replay various types of recently received audio at the MCC 7500E Dispatch Console. Audio and call data from any radio or telephony resource can be recorded and easily played back. Functionality provided includes filtering, sorting, speed control, AGC, noise reduction, waveform display and a highly configurable screen display.

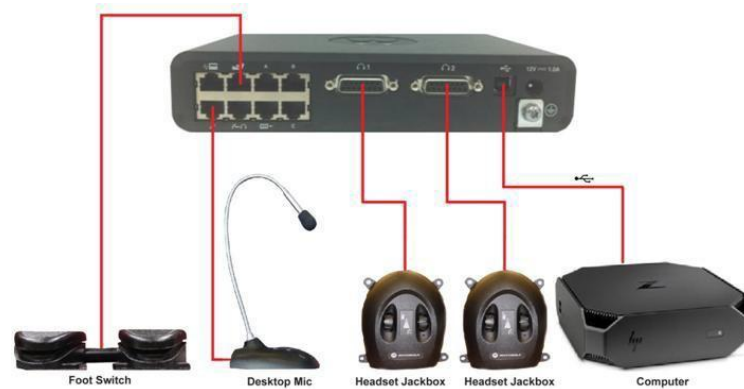
The Enhanced IRR provides additional functionality over the Integrated IRR that was developed for the MCC 7100 Dispatch Application. These differences include four additional recording sources (speaker, telephony, and recording from up to two analog ports on the PC). The “speaker” option, for instance, will allow the IRR to record audio from an unselect, or other, speaker in addition to what is being recorded from the “main source”.

1.3.5 Dispatch Computer

The MCC 7500E Dispatch Console use an off-the-shelf personal computer running the Microsoft Windows operating system. The certified workstation is a small-form-factor (SFF) desktop workstation and comes with the Windows operating system, a USB keyboard, a USB mouse, four Type A USB ports, two Type C USB ports, four DisplayPort ports, one analog headset 3.5 mm jack and a single Ethernet port. Each PC ships with an external “brick” power supply and a North American AC line cord.

1.3.6 USB Audio Interface Module (AIM)





The USB Audio Interface Module (AIM) is an external device that is connected to the MCC 7500E Dispatch Console. It functions as an interface between analog devices and the console position and as a general-purpose input/output module. The dispatch console is capable of supporting a single AIM.

The USB Audio Interface Module supports audio routing between the dispatch operator and the MSI purpose-built analog peripherals. The USB AIM connects to the MCC 7500E Dispatch Console with a USB cable.

1.3.6.1 Headset Jackbox

The headset jack box is specifically designed for use with various Motorola consoles and allows a dispatch console user to use a headset while operating the dispatch console.

When used with the MCC 7500E console, it requires an AIM module also be used.

The USB Audio Interface Module can support up to two headset jackboxes allowing simultaneous use of two separate headsets. The headset jackbox supports headsets that use either 6-wire or 4-wire frame connectors. The 6-wire headsets have a PTT button while the 4-wire headsets do not have a PTT button.

1.3.6.2 Footswitch

The footswitch is specifically designed for use with various Motorola consoles. When used with the MCC 7500E console, it requires an AIM module also be used. It provides two foot pedals, one for transmit and the other for monitor. Each MCC 7500E Dispatch Console can support one footswitch.

The footswitch provides two foot pedals in a rugged, metal housing with a 10 foot cable. One pedal is for the general transmit feature and the other pedal is for the monitor feature. The footswitch makes it possible for a dispatch operator to operate these features with their feet so their hands are free for other tasks.



1.3.6.3 Gooseneck Microphone

The desktop gooseneck microphone is specifically designed for use with various Motorola consoles. When used with the MCC 7500E console, it requires an AIM module also be used. It has an 18 inch flexible shaft, a transmit button, a monitor button and a 10 foot cable to connect it to the AIM. The 18-inch long, flexible shaft makes it possible for the dispatcher to position the microphone head within a few inches of their mouth even when the base is placed behind a keyboard or writing area.

If a desk microphone is connected to a dispatch console while no headsets are connected, the desk microphone is active whenever any transmit function is active. If a desk microphone is connected to a dispatch console while one or two headsets are connected, the desk microphone is only active during a transmit function when the dispatcher presses the transmit button on it. This solution prevents the desk microphone from picking up unwanted background sound when the dispatcher uses a headset to transmit.

Each MCC 7500E Dispatch Console can support 1 desktop microphone.

1.3.6.4 Desktop Speakers

Two audio speakers have been included with each console position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls and can be placed on a desktop, or mounted on a rack or computer display. The MCC 7500E can support a maximum of 8 individual speakers per dispatch position.

1.3.7 Auxiliary Inputs and Outputs

An Auxiliary Input/Output server enables console operators to control and monitor external devices, such as doors and lights, from the console user interface. Multiple dispatch consoles anywhere in the network may monitor and control the same relay output and/or external inputs. Changes are indicated across all dispatch consoles simultaneously.

Customizable graphic icons are also used to provide a visual indication of both the function and state of external inputs.

The contact closures and input buffers required to interface to these devices are housed in Remote Terminal Units (RTUs). These RTUs can be physically located close to where they are needed, at any console site or RF site. The dispatch consoles and RTUs communicate with each other across the radio system's IP transport network. Individual relay outputs can be configured so that they require a safety switch to be pressed before they respond to any commands from the dispatch console user.

1.3.7.1 Supported Aux I/O Configurations

The following Aux I/O configurations are supported.

MCC7500 Dispatch Consoles

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System Description 1-6

Aux I/O Configuration	Description
Momentary Input	This is an input where the user interface always shows the true state of the input.
Latched Input	This is an input where the user interface does not necessarily show the true state of the input. When the input goes active, the user interface shows the state as active. The display will continue to show the state as active even if the input changes to the inactive state. A dispatch console user must manually reset the display to return it to the inactive state.
Momentary Output	This output relay is activated when the dispatch console user presses the button on the user interface and deactivated when the dispatch console user releases the button.
Latched Output	This output relay changes state only when the dispatch console user presses the button.
Interlocked Latched Output	This latched output relay is part of a group of latched output relays. Only one of the relays in the group may be active at a time. Interlocked relays work in a "break before make" fashion; that is, the previously active relay is deactivated before the new relay is activated.

1.4 DISPATCH SITE EQUIPMENT

The following Equipment will be installed at Roanoke PD's Dispatch Center.

- QTY (2) two MCC7500E Dispatch Operator Positions, each with:
 - QTY (1) one Desktop PC
 - QTY (1) one Desktop Gooseneck Microphone
 - QTY (2) two Desktop Speakers
 - QTY (2) two Headset Jacks
 - QTY (1) one Dual Pedal Footswitch
 - QTY (1) one 22" LCD Monitor, non-touch screen
 - QTY (4) OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET
 - Dual IRR
 - UPS

Networking Equipment Consisting of:

- QTY (1) one GGM8000 Gateway

MCC7500 Dispatch Consoles

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- QTY (1) one CCGW (Conventional Channel Gateway)
- QTY (1) Dispatch Switch
- QTY (1) Dispatch Router

1.5 BACKHAUL LINK REQUIREMENTS

The MCC 7500 console site will connect to the Denton County Core through two (2) dedicated redundant links. City of Roanoke shall be responsible to provide the links which meets the specifications in this section to meet optimal performance. Motorola recommends diverse routes since these links are to provide redundancy for the console system.

- Bandwidth (Mbps): 2 Mbps.
- Jitter < 0.1%
- Latency < 8 ms (one way delay budget)
- Packet loss < 0.01%

1.6 ASTRO 25 CONNECTIVITY SERVICE SOLUTION OVERVIEW

Public safety communications networks are complex, and require expert design to integrate components and technologies efficiently and securely. Without effective network data transport connecting components and technologies, City of Roanoke's public safety network and applications can be impaired by slow traffic, bottlenecks, and poor connection security. Worse, if this equipment is not designed for public safety reliability, it could unexpectedly fail and leave users stranded without a communications lifeline.

Motorola Solutions addresses these concerns with the ASTRO® 25 Connectivity Service, a managed service that integrates City of Roanoke's ASTRO 25 sites, core, and cloud services as an end-to-end solution. With this service, Motorola Solutions designs a transport solution tailored to the needs of City of Roanoke's ASTRO 25 network, provides the solution equipment, and implements the solution.

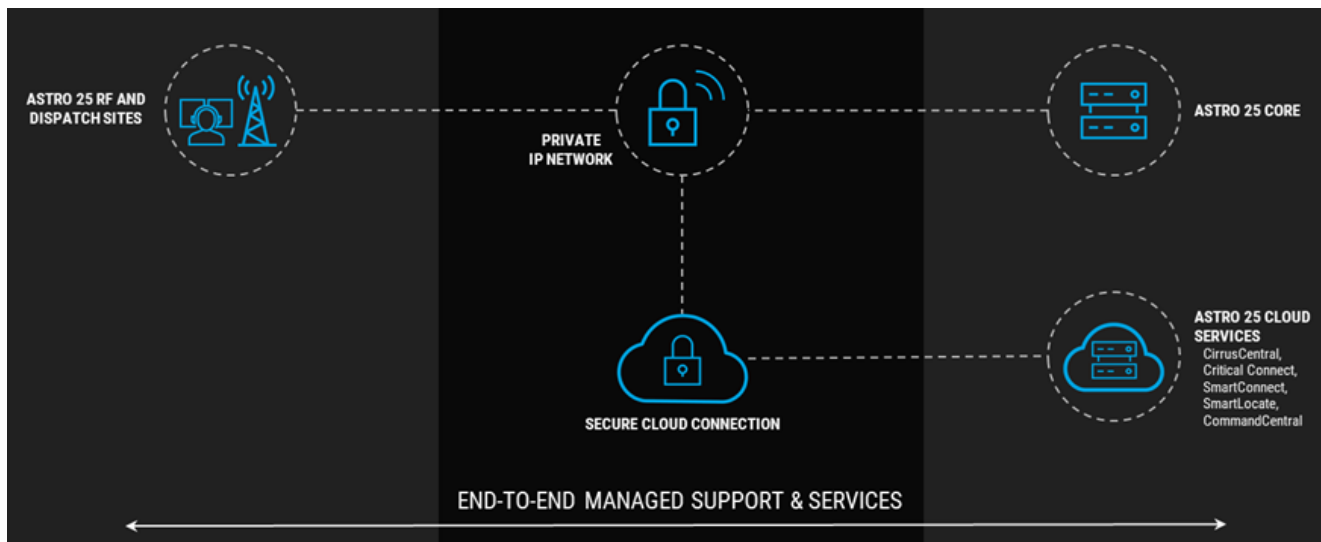


Figure 0-1: End-to-end Managed Services

The ASTRO 25 Connectivity Service provides a solution that is simple, robust, and secure. It integrates ASTRO 25 network elements via private IP network, and connects them with ASTRO 25 cloud services via a secure cloud connection. This avoids the complexity of a custom link solution and the low security of a public internet solution.

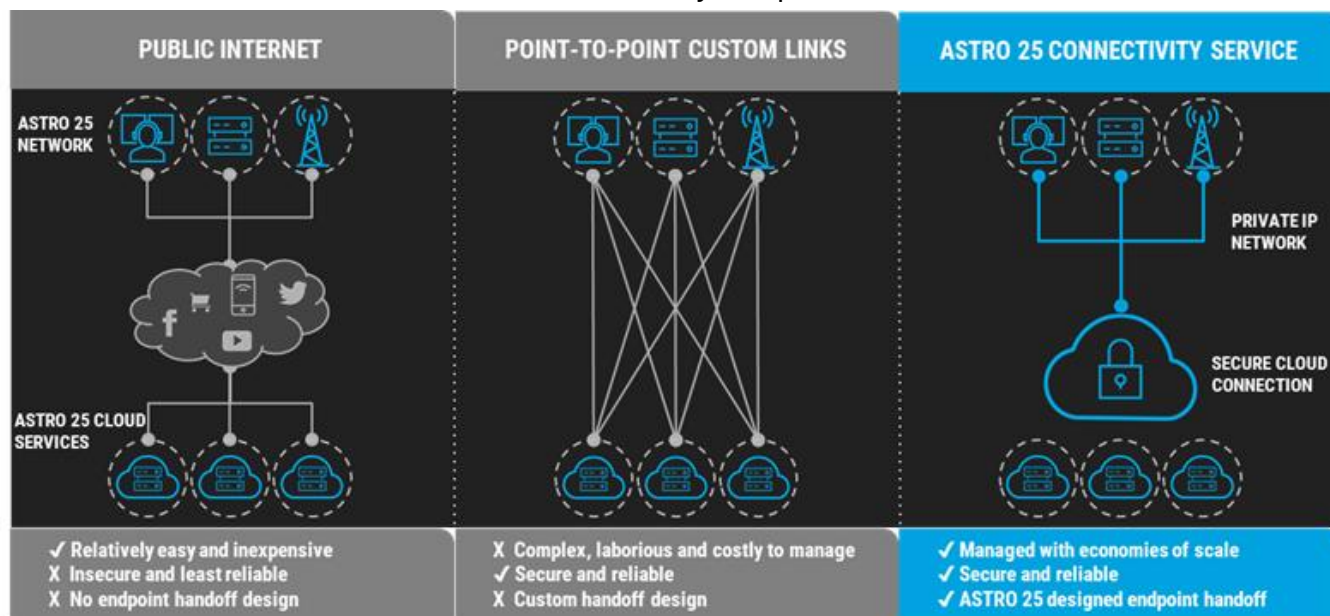


Figure 0-2: Connection Comparison

To best support ASTRO 25 networks, the ASTRO 25 Connectivity Service meets public safety specifications for reliability and performance, avoiding the pitfalls of off-the-shelf transport solutions. The service includes availability goals, supported by reliable components, design, and maintenance. Motorola Solutions handles the details of deploying and maintaining connectivity that meets public safety availability requirements.

Since ASTRO 25 Connectivity Services bundles data transport into one service-based solution, it simplifies viewing and managing performance and availability. Service reporting

provides a clear view of transport capabilities, better informing decisions to expand or alter service. When transport capabilities need to expand, City of Roanoke can alter the ASTRO 25 Connectivity Service, avoiding the hassle of finding and procuring compatible new components.

In addition to simplicity, the service model replaces unexpected, variable expenses with one predictable service subscription. Motorola Solutions provides transport equipment, services, and maintenance, enabling City of Roanoke to prepare clear and dependable budgets.

The following sections provide design and maintenance details.

1.7 ASTRO 25 CONNECTIVITY SERVICE SOLUTION DESIGN

The ASTRO 25 Connectivity Service serves as a single connection for multiple network services, including ASTRO 25 voice services, ASTRO 25 data services, and the services supporting Motorola Solutions cloud applications. The network services available at a site are governed by the site type, and by what equipment or applications City of Roanoke needs to connect. A sample diagram below shows the network services sites can support. As needs change, City of Roanoke can add more network services.

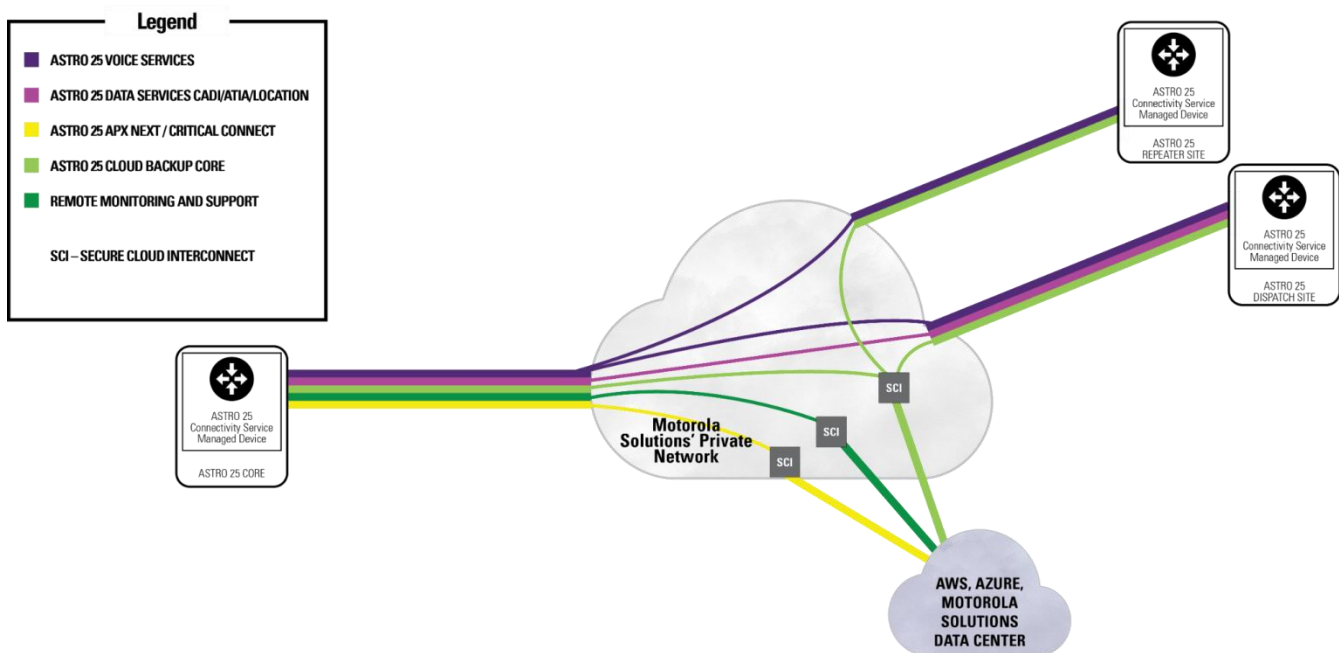


Figure 0-3: Sample Connection Diagram

Connections between sites and applications operate over Motorola Solutions' private network. On-premises managed devices terminate the network circuit, providing the connection point that joins City of Roanoke's site equipment and applications to City of Roanoke's network.

In addition to routing and network service demarcation, the on-premises device provides a firewall, controlling traffic flow in and out of City of Roanoke's sites. This enables City of Roanoke to control traffic traveling between City of Roanoke's network and Cloud/Data Center resources.

For improved availability, some applications and site types can take advantage of public

safety LTE backup connectivity. The solution includes this LTE connectivity with the on-premises device. With appropriate provisioning, the on-premises device can determine the best available path to use for traffic to maintain site operational status. Public safety priority and preemption will give priority to City of Roanoke's public safety communications, helping to maintain operations during emergencies.

Motorola Solutions handles the steps to prepare and deploy the connections needed for City of Roanoke's components. As part of this proposal, City of Roanoke will receive connections to support the following:

ASTRO 25 dispatch sites.

On-Premises Equipment

Motorola Solutions will provide and deploy equipment needed to enable ASTRO 25 Connectivity Service links.

The included maintenance services cover equipment provided as part of this service, avoiding service disruptions.

1.8 MAINTENANCE SERVICES

To keep the network working according to specifications, Motorola Solutions is providing the services described in the following sections. Motorola Solutions will combine these services with other packages we provide to City of Roanoke. Our experienced personnel will work together to coordinate service tasks across City of Roanoke's public safety solution.

Availability Reports

Motorola Solutions targets the service levels described in the ASTRO 25 Connectivity Service Statement of Work. To help City of Roanoke compare network performance with service goals, Motorola Solutions will provide regular operations reports.

Backhaul Event Monitoring

Through constant link monitoring, Motorola Solutions will be able to respond promptly to problems that arise. As part of this service, support staff will continuously monitor City of Roanoke's network for issues. If they detect an event, support staff will alert and mobilize teams to address that event, minimizing disruption.

Remote Technical Support

In addition to proactive monitoring support, Motorola Solutions will provide access to technical support staff. If City of Roanoke's users need assistance, they will be able to call or email support staff for expert information. Support staff will escalate reported issues as needed to resolve them.

On-site Response

When resolving an issue requires physical access to hardware, Motorola Solutions will dispatch resources to City of Roanoke's location. Motorola Solutions will contact City of Roanoke's field service technicians to provide hands-on support to restore the system. Support personnel will restore the system by diagnosing errors and exchanging defective components with spare equipment.

Software Updates

The ASTRO 25 Connectivity Service can add new security measures and capabilities over time. Motorola Solutions will provide updates and patches to City of Roanoke's ASTRO 25 Connectivity Service components. This protects them with the latest security updates, and keeps them compatible with new features.



STATEMENT OF WORK

2.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to the City of Roanoke, TX. The tasks described herein will be performed by Motorola, its subcontractors, and the city to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and the City of Roanoke during the project implementation. Specifically, this SOW provides:

- A description of the responsibilities for both Motorola and the City of Roanoke.
- The assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, and any other change orders that may occur during the execution of the project.

2.2 ASSUMPTIONS

Motorola has based the system design on information provided by the City of Roanoke and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to the city, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order

- 911 phone system is not included in this proposal.
- Logging Recorder system and/or upgrade is not included in this proposal.
- All work is to be performed during normal work hours, Monday through Friday 8am – 5pm.
- Furniture for new consoles is not included in this proposal
- Any required system interconnections not specifically outlined here will be provided by the City of Roanoke. These may include dedicated Fiber, microwave links, or other types of connectivity.
- Any site/location upgrades or modifications are the responsibility of the City of Roanoke.
- Backup dispatch site will be fully R56 compliant prior to arrival of Motorola and its subcontractors.
- Installation is assumed to be based on existing system release and any system upgrades is not quoted with this proposal.

- Should any of the sites or design change, a revision to the SOW and associated pricing will be required.

2.3 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Conduct project kickoff meeting with the City of Roanoke to review project design and finalize requirements.
- Perform the installation of supplied equipment described in the System Description
- Schedule the implementation in agreement with the City of Roanoke.
- Define electrical requirements for equipment to be installed in the City of Roanoke - provided facilities.
- Define heat load for equipment to be installed in the City of Roanoke - provided facilities.
- Connect the City of Roanoke -supplied, previously identified AC outlet into the console, to a demarcation point located within 5 feet of the dispatch position.
- Connect the appropriate equipment to the city -supplied ground system in accordance with Motorola's R56 Site Installation Standards.
- Perform one-time console programming, based on the existing console layout.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide the city with the appropriate system interconnect specifications.
- Optimization and testing with the city to confirm operation using existing configurations.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during testing.
- Document the results of the acceptance tests and present to the city for review.
- Resolve any punchlist items before project completion.

2.4 CITY OF ROANOKE RESPONSIBILITIES

The City of Roanoke will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. The City of Roanoke general responsibilities include the following:

- Assign a Project Manager, as the single point of contact responsible for the City of Roanoke -signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the City of Roanoke is responsible. Coordinate the activities of all the City of Roanoke vendors or other contractors.
- Provide Motorola with approved console template.
- Provide Unit IDs or aliases for new operator positions.
- Provide furniture, desk space and rack floor for the console equipment at the City of Roanoke - provided facilities.
- Ensure that the existing Master Site switch has available ports to connect the new console site.
- Ensure communications site(s) meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Approved Local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the City of Roanoke.



- Obtain all licensing, site access, or permitting required for project implementation as required.
- Existing equipment room and Dispatch Floor (including Furniture) will meet Motorola's "Standards and Guidelines for Communication Sites" (R56).
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location at the top of the rack. Provide AC power (dedicated 20 Amp AC outlets—simplex with ground) for each major piece of equipment within 6 feet of the location of the Motorola-supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- Provide adequate HVAC, grounding, lighting, cable routing, cable trays and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's "Standards and Guidelines for Communication Sites" (R56).
- Provide a grounding system to Motorola's "Standards and Guidelines for Communication Sites" (R56) and supply a single point system ground, of 5 ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment within the facility which includes the dispatch floor (for each dispatch position) as well as the equipment room.
- Provide free and open access to all owned or leased sites of work. This includes but is not limited to, the following:
 - Provide escort at no charge, if escorts are required at any particular site. The availability of such escort shall not be unreasonably withheld.
 - Arrange site permission; provide keys to all the locks at sites and/or temporary identification cards should be issued to Motorola personnel if required for access to the sites.
 - Provide site access to all sites for Motorola personnel and Motorola's subcontractors for the purpose of installing and optimizing Motorola-provided equipment, and for testing of the equipment and system operation.
 - Provide any required parking permits to Motorola personnel for restricted access entry and/or parking.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Provide furniture for the new consoles at the backup dispatch center that are grounder per Motorola's "Standards and Guidelines for Communication Sites" (R56).
- Complete all the City of Roanoke deliverables in accordance within the approved Project Schedule.

2.5 ASTRO 25 CONNECTIVITY SERVICE STATEMENT OF WORK

Motorola Solutions' ASTRO® 25 Connectivity Service ("Service") provides network backhaul to support the Customer's mission-critical ASTRO 25 communications. The backhaul connection will link ASTRO 25 core sites with ASTRO 25 remote sites and hosted data centers. The Service will also enable connection of Motorola Solutions applications on the cloud. The ASTRO 25 Connectivity Service removes the complexity of multi-vendor management for ASTRO 25 radio network and backhaul by establishing a fully-managed end-to-end backhaul service.

Motorola Solutions will provide and install equipment to support the Service, as described in Section 2.10: ASTRO 25 Connectivity Service Sites and Equipment. In addition to providing the backhaul equipment and installation services, Motorola Solutions will maintain and manage network elements required to provide the Service ("Managed Elements"). Motorola Solutions will provide these services as needed to meet Service Availability Goals described in this SOW. Services in the SOW are delivered by Motorola Solutions and its partners.

The ASTRO 25 Connectivity Service is offered and available exclusively to ASTRO 25 systems that provide Public Safety Radio Services. The service is designed specifically to enable single vendor sourcing for Motorola Solutions' ASTRO 25 systems and Motorola Solutions information-based applications, including SmartConnect, SmartLocate, Critical Connect, and other cloud and hosted applications provided by Motorola Solutions. These applications must be licensed from Motorola Solutions under a separate agreement to access and use the respective services.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

Notwithstanding, the connectivity contemplated in the ASTRO® 25 Connectivity Service will be provided by Vesta Solutions, Inc. ("Vesta"), a wholly owned subsidiary of Motorola Solutions. In order to enable delivery of these connectivity services, customers must sign the Transport Connectivity Addendum ("TCA") attached to the Agreement. Any transport or connectivity will be provided by Vesta.

In order to receive the services as defined within this SOW, the Customer is required to keep the ASTRO 25 system within a standard support period as described in Motorola Solutions' Software Support Policy ("SwSP").

2.6 Prerequisites

To connect the Customer's on-premises ASTRO 25 infrastructure sites and cores, the Service requires the Customer to have an ASTRO 25 infrastructure service package. When purchased, the Service is integrated with the Customer's ASTRO 25 infrastructure service package as a supplemental service. The ASTRO 25 Connectivity Service to the Customer's ASTRO 25 infrastructure sites and core will terminate upon Customer's cancelation of its ASTRO 25 service package.

The ASTRO 25 Connectivity Service does not require separate service packages to support cloud-hosted Motorola Solutions software products like CirrusCentral Management. The ASTRO 25 Connectivity Service is available to support cloud-hosted applications Customer

purchases from Motorola Solutions.

2.7 Product and Installation

Scope

Motorola Solutions will provide and manage connectivity service between the Customer's ASTRO 25 core sites and the ASTRO 25 remote sites, cloud data centers, or hosted data centers noted in Section 2.10: ASTRO 25 Connectivity Service Sites and Equipment.

Motorola Solutions Responsibilities

Motorola Solutions will fulfill the following responsibilities to provide the ASTRO 25 Connectivity Service:

- Provide Managed Elements noted in Section 2.10: ASTRO 25 Connectivity Service Sites and Equipment to establish connectivity between the Customer provided equipment and wiring for sites noted in the same table. Such Managed Elements are included in the pricing for equipment and installation and is determined by Motorola Solutions.
- Perform a site survey prior to installation to assess that all the conditions for a proper site installation can be met, including, but not limited to the presence of network facilities necessary to provide the necessary connectivity. Motorola Solutions will note any variations of the site that would affect the hardware specifications or estimated labor involved for a standard installation. If the site survey indicates a non-standard installation (for example, the need for construction of "last mile" network facilities), then a mutually-agreed change order may be required.
- Install equipment supplied by Motorola Solutions. Installation period is within 45 business days from the time Motorola Solutions and Customer execute the Agreement and related addendum or addenda.
- When available and approved by the Customer in writing, Motorola Solutions may use Customer-owned or Customer-managed resources at no additional cost to Motorola Solutions. Customer is solely responsible for maintenance and replacement of such resources and Motorola Solutions bears no responsibility for such resources. Motorola Solutions is further not responsible for any failures in such resources.
- Cooperate with the Customer to schedule the implementation of the ASTRO 25 Connectivity Service.
- Coordinate the activities of any Motorola Solutions subcontractors necessary to provide this service.
- Administer safe work procedures for installation.
- Assist the Customer with operating and using the system during cutover.
- Motorola Solutions may, in its sole discretion, choose to modify the backhaul design. These changes will result in equivalent or improved capacity, cost, reliability, or availability.

Customer Responsibilities

The Customer will fulfill the following responsibilities to provide the ASTRO 25 Connectivity Service:



- Provide buildings, equipment shelters, and towers required for system installation, including building sites for backhaul equipment.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for equipment installation.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s) if requested by Motorola Solutions.
- Ensure existing sites or equipment locations have sufficient space available for the system, as specified by Motorola's R56 Standards and Guidelines for Communication.
- Ensure that existing sites or equipment locations have adequate electrical power in the proper phase, in the proper voltage, and with necessary site grounding to support the requirements of the equipment provided with the ASTRO 25 Connectivity Service.
- Perform any location upgrades or modifications.
- Obtain and maintain approved local, State, or Federal permits necessary for installing and operating the proposed equipment.
- Provide any required system interconnections not specifically included in the ASTRO 25 Connectivity Service. Links provided by the ASTRO 25 Connectivity Service are outlined in Section 2.10: ASTRO 25 Connectivity Service Sites and Equipment.
- Install demarcation equipment, air conditioning, and other equipment that is not provided by Motorola Solutions and is necessary to support the project.
- Perform work that is necessary to complete the project and is outside the scope of the installation services provided by Motorola Solutions.
- If Motorola Solutions' design requires wireless backup and out-of-band ("OOB") monitoring, Motorola Solutions may provide a wireless modem at the Customer location for OOB monitoring for Motorola Solutions Managed Elements. The Customer shall provide access and accommodations to install the modem.
- The Customer will notify Motorola Solutions of any maintenance that may affect the operating status of the Managed Elements using a Customer Maintenance Change Management Request via the Helpdesk or MyView Portal. Examples of maintenance activities include: powering down the site, a Motorola Solutions' Managed Element, or a third-party Network Terminating Unit, or resetting, recabling, or moving equipment components.
- If a Motorola Solutions representative visits the Customer Site or works remotely, at Customer's request, to investigate an issue with the Service, and the Motorola Solutions representative determines the Service is functioning properly or is prevented from resolving the issue because the Customer did not provide access or reasonable assistance, the Customer will be charged at published or negotiated time and material rates.
- In the event Motorola Solutions agrees to manage any of the Customer's equipment components and determines that those components need to be upgraded before Motorola Solutions can manage them, the Customer will need to perform any upgrades required to support Motorola Solutions' management. Potential upgrades that might be necessary include: upgrades for Managed Elements Enhanced Features, end-of-life conditions, and the like. Motorola Solutions will manage those Customer equipment components after the necessary upgrade is complete.
- Upon Motorola Solutions request, the Customer or designated field service technician will reboot the Managed Elements, provide the LED light statuses of the third-party provider Network Terminating Unit where applicable, verify equipment



power, verify that cables are securely connected, and insert a loopback plug.

2.8 Availability Goals

Service Level Availability Objectives

Motorola Solutions' ASTRO 25 Connectivity Service includes service level goals, calculated using a standard formula as described below. Availability calculations include only active network sites during the reporting period. Inactive mobile sites are not factored into availability calculations. Motorola Solutions will monitor service availability 24 hours a day, 7 days a week.

Availability Calculation

For the ASTRO 25 Connectivity Service, Motorola Solutions will provide the Customer with availability metrics for active sites. ASTRO 25 Connectivity Service availability is the percentage of time that the circuit is available within a given calendar month.

Motorola Solutions will determine connection availability individually for each of the Customer's ASTRO 25 Connectivity Service connections. Availability is calculated monthly by computing the total number of Critical P1 priority incident outage minutes, as defined in Table 0-2, in a calendar month and dividing that sum by the total number of minutes in a 30-day calendar month. Availability is calculated after a Critical P1 incident ticket is opened. If the site has backup connectivity, this is factored into the availability calculation. The formula for computing target availability goals is as follows:

$$\text{Availability (\%)} = (1 - (\text{Total minutes of site Hard Outage per month} \div \text{Number of days in month} \times 24 \text{ hours/day} \times 60 \text{ minutes/hour})) \times 100.$$

Table 0-1 provides Motorola Solutions' availability goals for specific site types. This table contains Motorola Solutions' Service Level Goals.

Table 0-1: ASTRO 25 Connectivity Service Level Goals

Site Type	Link Count	Handoff (NID to SRX)	Hardware (per link)	Wireless Backup (VRF)	Service Level Goals
RF Site	1	10 – LC Fiber	SRX345	Yes (ASTRO 25 LMR)	99.95%
RF Subsite	1	10 – LC Fiber	SRX345	No	99.5%
Dispatch Site	1	10 – LC Fiber	SRX345	Yes (ASTRO 25 LMR)	99.95%
Conduit Hub (Standalone)	2	100 – LC Fiber	SRX1500	No	99.999%
Conduit Hub (Primary)	1	100 – LC Fiber	SRX1500	No	99.5%
Conduit Hub (Geo Location)	1	100 – LC Fiber	SRX1500	No	99.5%

Site Type	Link Count	Handoff (NID to SRX)	Hardware (per link)	Wireless Backup (VRF)	Service Level Goals
Prime Site (Standalone)	2	100 – LC Fiber	SRX1500	Design Dependent	99.999%
Prime Site (Primary)	1	100 – LC Fiber	SRX1500	Design Dependent	99.5%
Prime Site (Geo Location)	1	100 – LC Fiber	SRX1500	Design Dependent	99.5%
ASTRO 25 Core (Primary)	2	1000 – LC Fiber	SRX1500	Yes (Critical Connect)	99.999%
ASTRO 25 Core (DSR)	2	1000 – LC Fiber	SRX1500	Yes (Critical Connect)	99.999%
Cirrus Hub	2	100 – LC Fiber	SRX345	No	99.999%

Outages

Availability is influenced by multiple factors, including network design, equipment, backhaul, and environmental factors. This section defines outage types, and how they factor into service availability calculations.

Hard Outage

A hard outage, classified as a Critical P1 incident, is a complete loss of Motorola Solutions-provided backhaul connectivity, during which the Customer cannot use the service and is prepared to release it for immediate testing. Motorola Solutions factors hard outages into availability calculations and would impact the service level goals.

Planned Outages

Planned outages are pauses in service delivery that Motorola Solutions can notify the Customer of in advance, with a scheduled time for when the outage will end. If a planned outage exceeds the time that was predicted by 10% of the time scheduled, then the outage will be included as an agenda item for discussion at the next meeting between Motorola Solutions and the Customer. Motorola Solutions and the Customer will recategorize the outage during the meeting. Motorola Solutions does not include planned outages in connectivity availability calculations.

Force Majeure

An outage resulting from a Force Majeure event as defined in the Agreement is not included in availability calculations, but Motorola Solutions will provide continuous commercially reasonable effort to restore system components affected by such event.

Availability Exclusions

The following items are excluded from Motorola Solutions' availability calculations:

- Periods of Soft Outage, during which the Customer is able to use the ASTRO 25

Connectivity Service, and is not prepared to release the service for immediate testing.

- Sites installed for less than one full calendar month.
- Customer Premises Equipment (“CPE”) not under Motorola Solutions 24/7 monitoring coverage.
- Sites with wireless primary access.
- Customer sites with wireless backup access, where wireless signal strength does not meet wireless signal strength guidelines as required by Motorola Solutions.
- Any delay, act, or omission by the Customer or a third-party, other than the local access provider, that causes or extends an outage is excluded from the availability calculation. In addition, periods of service degradation, such as slow data transmission, where a Critical P1 trouble ticket has not been opened with Motorola Solutions and Customer has not released its Service for immediate testing are excluded.
- IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA SOLUTIONS WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER’S OR THIRD PARTIES’ SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.
- “AS IS”. THE SOLUTION AND SUBSCRIPTION SERVICES DESCRIBED HEREIN ARE PROVIDED “AS IS”. MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED
- Availability and Accuracy. Customer acknowledges that functionality, availability, and accuracy of the services described herein is dependent on many elements beyond Motorola Solutions’ control, including databases managed by Customer or third parties and Customer’s existing equipment, software, and Customer Data. Therefore, Motorola Solutions does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Customer agrees not to represent to any third party that Motorola Solutions has provided such guarantee. Interruption or interference with the services described herein may periodically occur.
- The Service and/or features may not be available in all areas.

2.9 Incident Priority Definitions and Response Times

This section describes incident priority levels that support availability measurements.



Table 0-2: ASTRO 25 Connectivity Incident Priority Definitions and Response Time Goals

Incident Priority	Incident Definition	Primary Link Response Time Goals	Secondary Link Response Times
Critical P1	Hard Outage. The ASTRO 25 Connectivity Service is completely inoperable or degraded to the extent that it is unusable by the Customer. The Customer is prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
High P2	ASTRO 25 Connectivity Service performance is degraded, but the Customer is able to use the Service. Incidents are assigned this priority if the Customer is not prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
Medium P3	A problem is affecting an ASTRO 25 Connectivity Service component, and that problem does not impact service functionality or availability.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
Low P4	- Customer's requests that do not impact the ASTRO 25 Connectivity Service, such as a Customer request for an incident report - Service incidents not covered by other priority levels. - Scheduled maintenance.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5

2.10 ASTRO 25 Connectivity Service Sites and Equipment

Table 0-3 describes sites included in the proposed backhaul design, notes their location, and lists the critical solution equipment provided for them.

Table 0-3: ASTRO 25 Connectivity Service Interconnected Site Locations

Site Name	Site Address
Roanoke, TX	609 Dallas Dr, Roanoke, TX 76262
Denton County Sheriff's Office	127 N. Woodrow Lane Denton, TX 76205

2.11 Availability Reports

Description of Service

Motorola Solutions will track the availability of the Customer's ASTRO 25 Connectivity Service components using standardized availability reports, and will endeavor to achieve availability goals based on those reports. Motorola Solutions automatically collects and collates availability data from network elements, and uses that data to determine system health and if any maintenance or improvements are needed. Trend analysis can indicate capacity, availability, or reliability issues before they significantly affect services.

Scope

Each month, Motorola Solutions will create and distribute a network availability report to compare with availability levels described in Section 2.8: Availability Goals.

This service includes the following tasks:

- Data Collection—Availability data is remotely collected and stored for reporting purposes.
- Data Reporting—A suite of availability reports is generated and uploaded to MyView Portal.

Inclusions

Availability reports will be provided for Motorola Solutions-provided site connections included as part of the ASTRO 25 Connectivity Service.

Motorola Solutions Responsibilities

- Collect availability data through defined interfaces.
- Provide the availability reports within MyView Portal.
- Provide a Motorola Solutions point of contact for questions the Customer has about the findings or service reports provided by Motorola Solutions.

Limitations and Exclusions

- Motorola Solutions' availability target objectives, and related availability calculations, exclude availability degradation resulting from Customer's failure to promptly take necessary actions.

Customer Responsibilities

- Designate an authorized reporting contact to work with Motorola Solutions to address any questions.
- When necessary, perform corrective actions identified by Motorola Solutions' project team as outside the scope of Motorola Solutions' responsibilities.

2.12 Backhaul Event Monitoring

Description of Service

Backhaul Event Monitoring provides real-time end-to-end event monitoring and fault isolation for ASTRO 25 Connectivity Service backhaul components and links. A set of sophisticated tools support remote detection and classification of events on the Customer's backhaul network. When an event is detected, Motorola Solutions will determine the status of impacted backhaul links and engage with other service teams as needed to isolate the cause and resolve the incident. Motorola Solutions will respond to incidents in accordance with Section 2.9: Incident Priority Definitions and Response Times.

Scope

Backhaul Event Monitoring is available 24 hours a day, 7 days a week. Motorola Solutions' tools and processes for monitoring ASTRO 25 radio networks will be leveraged to monitor the backhaul endpoints effectively, and to provide a consistent monitoring experience if receiving both services. Incidents that are generated by the monitoring service will be handled in accordance with Section 2.9: Incident Priority Definitions and Response Times.

Inclusions

Backhaul Event Monitoring is provided for the links and equipment listed in Section 2.10: ASTRO 25 Connectivity Service Sites and Equipment.

Motorola Solutions Responsibilities

- Use concurrent connectivity through the network connection established to support Backhaul Event Monitoring.
- Verify connectivity and event monitoring after system installation is complete.
- Monitor backhaul links continuously 24 hours per day, 7 days per week.
- Create incident tickets when necessary. Identify and classify the link associated with the incident. Gather information to perform the following:
 - Characterize the issue.
 - Determine a plan of action.
 - Assign and track the incident to resolution.
- Remotely access the Customer's backhaul to perform remote diagnosis and fault isolation as permitted by the Customer pursuant to Section 0: Customer Responsibilities.
- Dispatch the Customer's field service technician designated in the CSP when necessary, and maintain communications with the Customer until the incident is resolved. Provide updates in accordance with the agreed frequency, until resolution.

Limitations and Exclusions

- Monitoring excludes Customer Enterprise Network ("CEN") components.
- Additional support charges beyond the contracted service rates may apply if Motorola Solutions determines that system faults were caused by the Customer making changes to critical system parameters.

- Motorola Solutions is not responsible for system faults or deficiencies that are caused by changes or modifications to the system not performed by Motorola Solutions.

Customer Responsibilities

- Provide Motorola Solutions with continuous remote access to enable the monitoring service.
- Provide continuous utility service to any Motorola Solutions backhaul equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on the Customer's premises.
- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete a CSP, including:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit changes in any information supplied to Motorola Solutions and included in the CSP to the Customer Support Manager ("CSM").
- Notify the CMSO when the Customer performs any activity that impacts the backhaul components. Activity that impacts the backhaul components may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.
- Allow Motorola Solutions' field service technician, designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola Solutions' field service technician, designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Provide Motorola Solutions with all Customer-managed passwords required to access the Customer's system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply if it is determined that backhaul faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- Acknowledge that incidents will be handled in accordance with Section 2.9: Incident Priority Definitions and Response Times.



2.13 Remote Technical Support

Description of Service

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require ASTRO 25 Connectivity Service backhaul knowledge and troubleshooting capabilities. As with ASTRO 25 incidents, the CMSO Service Desk will respond to ASTRO 25 Connectivity Service incidents.

Scope

The CMSO Service Desk is available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 2.9: Incident Priority Definitions and Response Times. Any unresolved incidents will be escalated to Motorola Solutions engineering and Original Equipment Manufacturers (OEM) for further assistance.

Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-221-7144) 24 hours per day, 7 days per week, and 365 days per year to receive, log, and classify Customer requests for support.
- Respond to requests for service in accordance with Section 2.9: Incident Priority Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

Customer Responsibilities

- Submit changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services.



This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.

- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be handled in accordance with Section 2.9: Incident Priority Definitions and Response Times.
- Cooperate with Motorola Solutions, performing acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support. These actions include, but are not limited to, providing System IP information, local hardware logs, software versions, and Customer change management information.



2.14 On-site Response

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

Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to achieve response time goals.

The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section 2.9: Incident Priority Definitions and Response Times.

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

Scope

On-site Response is available as needed to support the availability described in Section 2.8: Availability Goals.

Inclusions

On-site Response is provided for hardware included with ASTRO 25 Connectivity Service.

Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola Solutions designated field service technician will perform the following on-site:
 - Run diagnostics on the component.
 - Perform physical fault restoration and hardware maintenance to restore component functions.
 - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
 - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
 - If required by the Customer's repair verification in the Customer Support Plan

("CSP"), verify with the Customer that restoration is complete or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.

- Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions on-site service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal ("SCP"):
- Open and closed.
- Open, assigned to the Motorola Solutions field service technician, arrival of the servicer technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

Customer Responsibilities

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



2.15 Software Updates

Description of Service

Each quarter, Motorola Solutions will provide relevant Original Equipment Manufacturer (“OEM”) software patches for backhaul equipment included as part of the ASTRO 25 Connectivity Service. These patches will update equipment when required to maintain compatibility with components or will address security vulnerabilities.

Scope

Motorola Solutions will update network components when it determines it is necessary to maintain the ASTRO 25 Connectivity Service, and will provide security updates as needed to address identified security vulnerabilities.

Software Updates follow Motorola Solutions’ defined change management process to avoid potential disruption. Once an OEM software update is available, Motorola Solutions initiates the change process to define the update’s impact and work with the Customer to schedule its implementation.

Inclusions

Motorola Solutions will provide relevant software patches and updates as provided by OEMs based on a schedule mutually agreed by the parties.

Motorola Solutions Responsibilities

- Provide relevant software and security patches to the Customer when provided by the OEM.
- Notify the Customer if an update will require network downtime to implement.
- Work with the Customer to schedule installation of disruptive software patches.

Limitations and Exclusions

- Motorola Solutions does not provide warranties on software updates. Warranties on software updates, if available, will be provided directly by the OEM.

Customer Responsibilities

- Work with Motorola Solutions to schedule installation of disruptive software patches.

ADVANCED PLUS SERVICES

3.1 OVERVIEW

Motorola Solutions is proposing our Advanced Plus Services for ASTRO® 25 infrastructure, a comprehensive program to sustain the long-term performance of the City of Roanoke network. Advanced Plus Services consists of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair.
- Remote Security Update Service (RSUS).
- On-site Infrastructure Response.
- Annual Preventive Maintenance.
- Network Updates.
- Security Monitoring.

Together, these elements will help to avoid operational disruptions and maintain the value of City of Roanoke communications investment.

3.2 ADVANCED PLUS SERVICES ELEMENT DESCRIPTIONS

The following sections describe the elements proposed for the City of Roanoke ASTRO 25 infrastructure.

3.2.1 Network Event Monitoring

Motorola Solutions will continuously monitor City of Roanoke ASTRO 25 network to detect potential issues or communications outages, maximizing network uptime. Motorola Solutions assesses each alert with advanced event detection and correlation algorithms to determine how to respond. Potential responses include remote restoration or dispatching a local field technician to resolve the incident on-site.

3.2.2 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) will provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with City of Roanoke to help diagnose, troubleshoot, and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.



3.2.3 Network Hardware Repair

To restore City of Roanoke ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

3.2.4 Remote Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. Therefore, they may at times inadvertently disrupt ASTRO 25 networks such as the one proposed to the City of Roanoke. The Remote Security Update Service will test anti-virus, operating system, and other patches for compatibility with the proposed system. Motorola Solutions will remotely install the pre-tested updates on City of Roanoke ASTRO 25 network.

3.2.5 On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to the City of Roanoke ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Advanced Plus Services and in the Customer Support Plan agreed between City of Roanoke and Motorola Solutions.

3.2.6 Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

3.2.7 Network Updates

The Network Updates service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, Network Updates keeps City of Roanoke's ASTRO 25 network compatible with expansion elements, as well as new products or features. With Network Updates, the City of Roanoke's network will remain on a release that qualifies for support services.

Motorola Solutions will deliver updates based on a predefined cadence of upgrade windows, with up to one update in each window. The Network Updates service includes the following:

- **Software Release Updates** - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.

- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions will plan and implement updates at the City of Roanoke site. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, City of Roanoke will have access to the technology, support, and planning expertise needed for an effective upgrade.

3.2.8 Security Monitoring

Increased network activity, reduced performance, and loss in functionality may be symptoms of malicious software intrusion. Motorola Solutions will continuously monitor the City of Roanoke ASTRO 25 network for attempts to compromise the network. Security Monitoring tools will collect automatic security alerts from network firewalls. Motorola Solutions security professionals will evaluate if that alert indicates there is an active cybersecurity threat. If a potential threat is identified, Motorola Solutions will alert The City of Roanoke.

3.3 MOTOROLA SOLUTIONS SERVICE DELIVERY ECOSYSTEM

Advanced Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots, and MyView Portal. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to City of Roanoke administrators and personnel through MyView Portal.

Service activities and Motorola Solutions' service team are described in more detail below.

3.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts, and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among the City of Roanoke, Motorola Solutions, and its third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns, and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

3.3.2 Field Service

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

3.3.3 Repair Depot

The Motorola Solutions Repair Depot will provide the City of Roanoke with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable the city representatives to check repair status, from inbound shipment to return.

3.3.4 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be the City of Roanoke's key point of contact for the definition and administration of services. The CSM will work with the city to define service delivery details to address the city's specific priorities.

3.3.5 MyView Portal

To provide the City of Roanoke with quick access to service details, Motorola Solutions will provide our MyView Portal online network information tool. MyView Portal provides our customers with real-time critical network and services information through an easy-to-use graphical interface.



Figure 3-1: MyView Portal offers real-time, role-based access to critical network and services information.

With MyView Portal, the city administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance.
- Viewing incident reports.
- Updating and creating incidents.

- Checking system update status.
- Receiving pro-active notifications regarding updates.

Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.



SECTION 2

EQUIPMENT LIST

Consoles

APC	QTY	NOMENCLATURE	DESCRIPTION
877	1	SQM01SUM0323	ASTRO MASTER SITE
877	1	CA03517AB	ADD: CORE EXPANSION
877	1	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
877	1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
244	1	B1949	MCC 7500E SOFTWARE DVD
244	1	B1948	MCC 7500E DISPATCH POSITION LICENSES
244	2	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
244	2	UA00653AA	ADD: BASIC CONSOLE OPERATION
244	2	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
244	2	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
244	2	UA00658AA	ADD: SECURE OPERATION
244	2	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
244	2	UA00661AA	ADD: ENHANCED IRR
708	2	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE
708	2	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
708	2	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER
708	2	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
443	2	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
443	4	B1913	MCC SERIES HEADSET JACK
706	4	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
244	4	B1952	SPEAKER, DESKTOP, USB
754	4	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
754	4	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
754	4	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
708	4	DDN2825	USB HEADSET BASE WITH PTT
706	2	RMN5151A	OVER-THE-HEAD, BINAURAL, NOISE-CANCELING HEADSET
708	2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
207	2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
443	2	B1941	USB AUDIO INTERFACE MODULE
207	2	DSSMART1500	UPS,1500VA SMARTPRO TOWER LINE-INTERACTIVE 120V 6 OUTLET -
708	2	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
147	1	T8639	JUNIPER FIREWALL APPLIANCE
443	1	BVN6079	PRX 7000 Proxy Application SW DVD
443	1	UA00254AA	ADD: PRX 7000 PROXY SW LICENSE (1-10 CONNECTIONS)
708	1	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE
708	1	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
708	1	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
244	1	B1948	MCC 7500E DISPATCH POSITION LICENSES
244	1	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
244	1	UA00653AA	ADD: BASIC CONSOLE OPERATION
244	1	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
244	1	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
244	1	UA00658AA	ADD: SECURE OPERATION
244	1	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION

244	1	UA00661AA	ADD: ENHANCED IRR
708	1	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE
708	1	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
708	1	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER
708	1	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
443	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
443	1	B1913	MCC SERIES HEADSET JACK
706	1	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
244	1	B1952	SPEAKER, DESKTOP, USB
754	1	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
754	1	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
754	1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
708	1	DDN2825	USB HEADSET BASE WITH PTT
706	1	RMN5151A	OVER-THE-HEAD, BINAURAL, NOISE-CANCELING HEADSET
708	1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
207	1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
443	1	B1941	USB AUDIO INTERFACE MODULE
207	1	DSSMART1500	UPS,1500VA SMARTPRO TOWER LINE-INTERACTIVE 120V 6 OUTLET -
708	1	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
509	1	TRN7343	SEVEN AND A HALF FOOT RACK
147	1	CLN1868	2930F 24-PORT SWITCH
147	1	CLN1866	FRU: 1M DAC CABLE
147	1	T8492	SITE ROUTER & FIREWALL- AC
147	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
147	1	CA03448AA	ADD: STATEFUL FIREWALL
147	1	SQM01SUM0205	GGM 8000 GATEWAY
147	1	CA01616AA	ADD: AC POWER
147	1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
207	1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
207	12	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
207	1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
457	1	DSBCH11008	8 CHANNEL CONTROL STATION COMBINER (PASSIVE), CSC02,764-869MHZ
207	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
147	1	T8492	SITE ROUTER & FIREWALL- AC
147	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
147	1	CA03448AA	ADD: STATEFUL FIREWALL
443	1	B1941	USB AUDIO INTERFACE MODULE
244	1	B1952	SPEAKER, DESKTOP, USB
244	1	B1951	MICROPHONE, DESKTOP, USB
443	1	B1913	MCC SERIES HEADSET JACK
147	1	CLN1868	2930F 24-PORT SWITCH
147	2	CLN1866	FRU: 1M DAC CABLE

754	1	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
754	1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
656	4	L37TSS9PW1 N	ALL BAND CONSOLETTTE
681	4	GA05508	DEL: DELETE VHF BAND
681	4	GA05509	DEL: DELETE UHF BAND
656	4	G361	ENH: P25 TRUNKING SOFTWARE APX
656	4	GA00580	ADD: TDMA OPERATION APX
656	4	G51	ENH: SMARTZONE OPERATION APX
681	4	G806	ENH: ASTRO DIGITAL CAI OP APX
656	4	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP
656	4	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
656	4	G996	ENH: OVER THE AIR PROVISIONING
761	4	L999	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU
656	4	G90	ADD: NO MICROPHONE NEEDED
761	4	CA01598	ADD: AC LINE CORD US
681	4	G799	ADD: PRINTED TEST RESULTS APX
761	4	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT
261	4	HKN6184C	CABLE CH, PROGRAMMING,USB
681	4	H1926	MULTIPLEXER QMA APX CONSOLETTTE
185	4	GA00318	ADD: 5Y ESSENTIAL SERVICE
656	1	L37TSS9PW1 N	ALL BAND CONSOLETTTE
681	1	GA05507	DEL: DELETE 7/800MHZ BAND
681	1	GA05509	DEL: DELETE UHF BAND
656	1	G361	ENH: P25 TRUNKING SOFTWARE APX
656	1	GA00580	ADD: TDMA OPERATION APX
656	1	G51	ENH: SMARTZONE OPERATION APX
681	1	G806	ENH: ASTRO DIGITAL CAI OP APX
656	1	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP
656	1	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
656	1	G996	ENH: OVER THE AIR PROVISIONING
761	1	L999	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU
656	1	G90	ADD: NO MICROPHONE NEEDED
761	1	CA01598	ADD: AC LINE CORD US
681	1	G799	ADD: PRINTED TEST RESULTS APX
761	1	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT
261	1	HKN6184C	CABLE CH, PROGRAMMING,USB
681	1	H1926	MULTIPLEXER QMA APX CONSOLETTTE
185	1	GA00318	ADD: 5Y ESSENTIAL SERVICE
351	1	DSDS7C12P36UD	764-869MHZ SINGLE 11.5DB GAIN SINGLE WITH DIN CONNECTOR,
351	15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
351	2	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
351	2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
351	290	DSAT078J50	AT078J50, 7/8" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
351	2	DSDFA07850B	7/16 DIN FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)
351	5	DSGKS78AC	GK-S78AC, STD GROUND KIT FOR 7/8" AIRCELL COAX

351	2	DSHG78	HG-78, LACE-UP GRIP FOR 7/8 COAX
351	8	DSSHU78	SH-U78, UNIVERSAL SNAP-IN HANGER FOR 7/8" AIRCELL COAX, PKG OF 10
207	1	DSTSXD FMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
207	1	DSGSAKITD	GROUND STRAP KIT - DIN
351	25	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
351	1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
351	1	DSL4TDMPSA	7-16 DIN MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
351	10	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
351	1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
351	1	DSL4TDMPSA	7-16 DIN MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
351	10	DSFSJ150ACABLE	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
351	2	DSF1TNMHC	TYPE N MALE FOR 1/4 IN FSJ1-50A CABLE
351	10	DSFSJ150ACABLE	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
351	2	DSF1TNMHC	TYPE N MALE FOR 1/4 IN FSJ1-50A CABLE
351	1	DSDS7C12P36UD	764-869MHZ SINGLE 11.5DB GAIN SINGLE WITH DIN CONNECTOR,
351	15	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
351	1	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
351	1	DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
351	5	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT
351	5	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
351	2	DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01250AIO-2)
351	290	DSAT078J50	AT078J50, 7/8" TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
351	2	DSNFA07850B	N FEMALE FOR 7/8 CABLE (USE WITH CT07850AIO-2)
351	5	DSGKS78AC	GK-S78AC, STD GROUND KIT FOR 7/8" AIRCELL COAX
351	2	DSHG78	HG-78, LACE-UP GRIP FOR 7/8 COAX
351	290	DSAT114J50	AT114J50, 1-1/4"TRANSMISSION LINE,50OHM,BLACK POLYETHYLENE JCKT PER FT
351	1	DSNMA11450	SITE EQUIPMENT,NMA11450, N MALE FOR 1-1/4
351	1	DSNFA11450	NFA11450, N FEMALE FOR 1-1/4" CABLE
351	5	DSGKS78AC	GK-S78AC, STD GROUND KIT FOR 7/8" AIRCELL COAX
351	2	DSHG114	HG-114, LACE-UP GRIP FOR 1-1/4 COAX
351	8	DSSHU114	SH-U114, UNIVERSAL SNAP-IN HANGER FOR 1-1/4" AIRCELL COAX, PKG OF 10
351	8	DSSHU78	SH-U78, UNIVERSAL SNAP-IN HANGER FOR 7/8" AIRCELL COAX, PKG OF 10
207	1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG

207	1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
351	25	DSFSJ150ACABLE	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
351	2	DSF1TNMHC	TYPE N MALE FOR 1/4 IN FSJ1-50A CABLE
351	25	DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
351	2	DSF4PNMV2HC	TYPE N MALE FOR 1/2 IN FSJ4-50B CABLE

EQUIPMENT LIST

Police Department Subscriber Radios

Line #	Item Number	Description	Quantity	APC
	Standalone Items			
1	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA.	45	0785
	Standalone Items			
	APX™ 6000 Series			
2	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE.	45	0481
2a	G996AU	ADD: PROGRAMMING OVER P25 (OTAP).	45	0481
2b	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH.	45	0481
2c	Q361AR	ADD: P25 9600 BAUD TRUNKING.	45	0481
2d	Q58AL	ADD: 3Y ESSENTIAL SERVICE.	45	0185
2e	QA00580AC	ADD: TDMA OPERATION.	45	0481
2f	QA09008AA	ADD: GROUP SERVICES.	45	0481
2g	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING.	45	0481
2h	QA09001AB	ADD: WIFI CAPABILITY.	45	0481
2i	Q498AY	ENH: ASTRO 25 OTAR W/ MULTIKEY.	45	0481
2j	QA03399AA	ADD: ENHANCED DATA APX.	45	0481
2k	H38BT	ADD: SMARTZONE OPERATION.	45	0481
2l	QA07682AA	ADD: SMARTCONNECT.	45	0481
2m	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION.	45	0481
2n	Q629AK	ENH: AES ENCRYPTION AND ADP.	45	0481
	APX™ 6500 / Enh Series			
3	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE.	25	0527
3a	GA01843AA	ADD: MOBILE IMPACT DETECTION.	25	0527
3b	GA09008AA	ADD: GROUP SERVICES.	25	0527
3c	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING.	25	0527
3d	G831AD	ADD: SPKR 15W WATER RESISTANT.	25	0527
3e	G996AS	ENH: OVER THE AIR PROVISIONING.	25	0527
3f	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240.	25	0527
3g	GA00580AA	ADD: TDMA OPERATION.	25	0527
3h	G51AU	ENH: SMARTZONE OPERATION APX6500.	25	0527
3i	G67DT	ADD: REMOTE MOUNT E5 APXM.	25	0527
3j	G78AT	ENH: 3 YEAR ESSENTIAL SVC.	25	0185

3k	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX.	25	0527
3l	GA09001AA	ADD: WI-FI CAPABILITY.	25	0527
3m	G843AH	ADD: AES ENCRYPTION AND ADP.	25	0527
3n	G89AC	ADD: NO RF ANTENNA NEEDED.	25	0527
3o	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	25	0527
3p	QA03399AA	ADD: ENHANCED DATA APX.	25	0527
3q	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	25	0527
3r	GA01670AA	ADD: APX E5 CONTROL HEAD.	25	0527
3s	GA01630AA	ADD: SMARTCONNECT.	25	0527
3t	W969BG	ADD: MULTIKEY OPERATION.	25	0527
3u	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	25	0527
	Standalone Items			
4	NMN6274B	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK.	45	0372

EQUIPMENT LIST

Fire Department Subscriber Radios

Line #	Item Number	Description	Quantity	APC
	Standalone Items			
1	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA.	40	0785
	Standalone Items			
	APX™ 6500 / Enh Series			
2	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE.	11	0527
2a	GA01843AA	ADD: MOBILE IMPACT DETECTION.	11	0527
2b	GA09008AA	ADD: GROUP SERVICES.	11	0527
2c	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING.	11	0527
2d	G831AD	ADD: SPKR 15W WATER RESISTANT.	11	0527
2e	G996AS	ENH: OVER THE AIR PROVISIONING.	11	0527
2f	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240.	11	0527
2g	GA00580AA	ADD: TDMA OPERATION.	11	0527
2h	G51AU	ENH: SMARTZONE OPERATION APX6500.	11	0527
2i	G67DT	ADD: REMOTE MOUNT E5 APXM.	11	0527
2j	G78AT	ENH: 3 YEAR ESSENTIAL SVC.	11	0185
2k	G892AB	ENH: HAND MIC, GCAI WTR RESISTANT APX.	11	0527
2l	GA09001AA	ADD: WI-FI CAPABILITY.	11	0527
2m	G843AH	ADD: AES ENCRYPTION AND ADP.	11	0527
2n	G89AC	ADD: NO RF ANTENNA NEEDED.	11	0527
2o	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	11	0527
2p	QA03399AA	ADD: ENHANCED DATA APX.	11	0527
2q	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	11	0527
2r	GA01670AA	ADD: APX E5 CONTROL HEAD.	11	0527
2s	GA01630AA	ADD: SMARTCONNECT.	11	0527
2t	W969BG	ADD: MULTIKEY OPERATION.	11	0527
2u	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	11	0527
	APX™ 8000 Series			
3	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5.	40	0579

3a	Q445AG	ADD: APX PERSONNEL ACCOUNTABILITY.	40	0579
3b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION.	40	0579
3c	Q361AN	ADD: P25 9600 BAUD TRUNKING.	40	0579
3d	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	40	0579
3e	QA02006AC	ENH: APX8000XE RUGGED RADIO.	40	0579
3f	Q58AL	ADD: 3Y ESSENTIAL SERVICE.	40	0185
3g	QA00580AA	ADD: TDMA OPERATION.	40	0579
3h	QA05509AA	DEL: DELETE UHF BAND.	40	0579
3i	QA01843AC	ADD: MANDOWN OPERATION.	40	0579
3j	QA09008AA	ADD: GROUP SERVICES.	40	0579
3k	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING.	40	0579
3l	QA09001AB	ADD: WIFI CAPABILITY.	40	0579
3m	QA03399AA	ADD: ENHANCED DATA APX.	40	0579
3n	H38BS	ADD: SMARTZONE OPERATION.	40	0579
3o	QA07682AA	ADD: SMARTCONNECT.	40	0579
3p	G996AP	ADD: PROGRAMMING OVER P25 (OTAP).	40	0579
3q	QA01427AG	ALT: APX8000/XE HOUSING GREEN.	40	0579
	Standalone Items			
4	PMMN4107C	XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN.	40	0372
	APX™ 6500 / Enh Series			
5	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE.	4	0527
5a	GA01843AA	ADD: MOBILE IMPACT DETECTION.	4	0527
5b	GA09008AA	ADD: GROUP SERVICES.	4	0527
5c	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING.	4	0527
5d	G831AD	ADD: SPKR 15W WATER RESISTANT.	8	0527
5e	G996AS	ENH: OVER THE AIR PROVISIONING.	4	0527
5f	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240.	4	0527
5g	GA00580AA	ADD: TDMA OPERATION.	4	0527
5h	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX.	4	0527
5i	G51AU	ENH: SMARTZONE OPERATION APX6500.	4	0527

5j	G67DT	ADD: REMOTE MOUNT E5 APXM.	4	0527
5k	G78AT	ENH: 3 YEAR ESSENTIAL SVC.	4	0185
5l	GA00092AU	ADD: APXM DUAL E5 CH.	4	0527
5m	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX.	8	0527
5n	GA09001AA	ADD: WI-FI CAPABILITY.	4	0527
5o	G610AC	ADD: REMOTE MOUNT CABLE 30 FT APX.	4	0527
5p	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	4	0527
5q	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ.	4	0527
5r	QA03399AA	ADD: ENHANCED DATA APX.	4	0527
5s	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	4	0527
5t	GA01670AA	ADD: APX E5 CONTROL HEAD.	4	0527
5u	GA01630AA	ADD: SMARTCONNECT.	4	0527
5v	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	4	0527
5w	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	4	0527

SECTION 4

PRICING

Motorola is pleased to provide the following equipment and services to City of Roanoke:

DESCRIPTION	PRICING
Console Equipment	\$311,374
Systems Integration and Installation	\$162,634
HGAC Contract Discount	-\$51,095
First Year Warranty	Included
CONSOLE PURCHASE	\$422,913

Police Department Radio Replacement

DESCRIPTION	PRICING
QTY(45): APX 6000 Radios & Accessories QTY(25): APX 6500 Remote Mount Radios	\$646,089
HGAC Contract Discount	-\$171,274
TOTAL PD SUBSCRIBER REPLACEMENTS	\$474,815

Fire Department Radio Replacement

DESCRIPTION	PRICING
QTY(40): APX 8000 Radios & Accessories QTY(11): APX 6500 Remote Mount Radios QTY(4): APX 6500 Dual Control Head Radios	\$628,401
HGAC Contract Discount	-\$167,037
TOTAL FD SUBSCRIBER REPLACEMENTS	\$461,364



SECTION 4

PRICING

Motorola is pleased to provide the following equipment and services to City of Roanoke:

ASTRO CONNECTIVITY SERVICES

DESCRIPTION	PRICING
ACS for 2 sites Service Set-Up	\$21,732
ACS Year 1	\$41,353
System Integrations & Installation	\$36,088
ASTRO CONNECTIVITY SERVICES SET UP AND YEAR 1	\$99,173

Pricing Summary

DESCRIPTION	PRICING
Console Total Purchase	\$422,913
PD Subscriber Radios	\$474,815
FD Subscriber Radios	\$461,364
Programming & Subscriber Installation	\$81,164
ASTRO CONNECTIVITY SERVICES	\$99,173
Total System Purchase	\$1,539,429



SECTION 4

PRICING

Motorola is pleased to provide the following equipment and services to City of Roanoke:

Console Upgrade and Ongoing Maintenance/Lifecycle Agreement

- System Upgrade Agreement
- Onsite Support
- Infrastructure Repair/Advanced Replacement
- Security Update Service
- ASTRO Connectivity Services Included in Year 2

DESCRIPTION	PRICING
Year 2	\$57,058
Year 3	\$22,354
Year 4	\$22,828
Year 5	\$23,316



SECTION 5

CONTRACTUAL DOCUMENTATION

Terms and Conditions are included are the following pages.



H-GAC Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and The City of Roanoke ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Customer desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Customer; and

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Customer) has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract No. RA05-21 executed on September 28, 2021, (the "H-GAC Contract"), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Special Provisions, Articles 2 and 6 of the H-GAC Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Customer. For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated _____

C-2 "Pricing Summary & Equipment List" _____

C-3 "Implementation Statement of Work" _____

C-4 "Acceptance Test Plan" or "ATP" dated _____

C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

Exhibit E H-GAC Contract No. RA05-21

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through E will be resolved in their listed order, except that Exhibit E shall prevail over this entire Agreement in the event of a conflict, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“Acceptance Tests” means those tests described in the Acceptance Test Plan.

“Addendum (Addenda)” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

“Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, including the H-GAC administrative fee, but excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

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

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

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

riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

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

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations.

Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the “Underlying Agreement” for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is \$1,524,456__, which includes the H-GAC administrative fee. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of the Motorola/H-GAC Contract RA05-21. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____

Address: _____

Phone: _____

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

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will

occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry

their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

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

10.8. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

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

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

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

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived

by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola

is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

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

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

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

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled

installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

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

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized

representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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

Motorola Solutions, Inc.

By:

Name: Clay Cassard

Title: Territory Vice President

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Roanoke, TX__ ("Licensee").

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

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

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of

Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

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

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B
PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

- 1. 50% of the Contract Price due upon contract execution (due upon effective date);**
- 2. 50% of the Contract Price due upon Final Acceptance**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

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

For Lifecycle Support Plan and Subscription Based Services:

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

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according to these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: City of Roanoke, TX_____

Project Name: Console Replacement Project_____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Exhibit E

H-GAC Contract No. RA05-21

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Motorola Solutions, Inc. - Public Services - ID: 7290

MOTOROLA GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-G AC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins 08/01/21 and ends 07/31/23. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC, which will not be unreasonably withheld. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

ARTICLE 17: TAX EXEMPT STATUS

H-G AC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-G AC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior Customer approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-G AC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master

Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special, or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

Unless otherwise agreed upon between Contractor and the End User, it will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent

unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

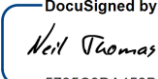
ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Motorola Solutions, Inc.

Signature 
DocuSigned by:
5735C8DA453B4A1...
Name Neil Thomas
Title Vice President, Western Region
Date 9/28/2021

H-GAC

Signature 
DocuSigned by:
82EC270D5D61423...
Name Chuck Wemple
Title Executive Director
Date 9/27/2021

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Motorola Solutions, Inc. - Public Services - ID: 7290

MOTOROLA SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-G AC acknowledges that the END USER may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to

provide the same prices, warranties, benefits, or terms to H-GAC and the END USER. This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies

EXCEPTION: *This clause shall not be applicable to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge, which is listed and detailed in the attached "Addendum A" to this contract, when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Any liquidated damage terms will be determined between Contractor and END USER at the time an END USER purchase order is placed.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage:

- a. General liability insurance with a Single Occurrence limit of \$1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit, including:
 - i. Product liability insurance with a Single Occurrence limit of \$1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- b. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- c. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- d. PDF Insurance Certificates must be furnished to H-GAC after contract execution and at policy renewal during term of contract, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- e. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- f. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-G AC will apply an Order Processing Charge, listed in Addendum A to this contract, for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written

guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount

f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 21: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 22: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 23: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 24: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 25: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 26: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 27: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension,

continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 28: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor agrees to comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 29: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor agrees to comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Addendum A- Applicable Order Processing Charge

Excerpt from page 6 of RFP #RA05-21:

h-gac.com / hgacbuy.org

Serving Today • Planning for Tomorrow

5. Dealer/Reseller as Respondent

If the Respondent is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from their manufacturer.

6. Approval by Manufacturer

Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

7. Administrative Fee

For each purchase order processed under an awarded contract, H GAC will directly invoice contractor a 1.5% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. The Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any Customer purchase order, even if an invoice is not received from H-GAC.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC.

8. Contractor Status

Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

- a) Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
- b) Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- c) Whether Respondent is a Texas resident or a non-resident business.



HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM

FORM-H -- MARKETING & SERVICE PLAN

Respondent: Motorola Solutions, Inc.

H-GAC expects proposer to have the capability and willingness to serve any H-GAC Customers across the nation, and to promote any contract to the best of its ability. Respondent must submit a completed marketing and service plan form and include a detailed written narrative explaining in detail activities that will be undertaken to actively market and promote the awarded contract to H-GAC Customers and provide information on applicable items listed below:

1. Describe types of media to be used, frequency and method of outreach campaigns (social media, ads, sales tools, newsletters, etc.)
2. A description of the dedicated staff resources anticipated in serving and in promoting any contract.
3. Anticipated marketing strategies to increase sales in awarded service areas or categories
4. Anticipated employee representative trainings and frequency
5. Dedicated webpages or other online presence
6. Use of dealer or distributor networks
7. Use of existing company marketing teams and coordination with H-GAC's marketing team
8. Metrics employed to measure outreach and marketing success and measurement of sales

Motorola has marketed to local government customers the use of the H-GAC contract nationally to its direct representatives in addition to our partner network both in traditional land mobile radio and our video solutions group. Your local point of contact, George Ebelt provides nationwide training for both direct representatives and Manufacture Resellers each year, and as requested across the country. As reported of the last fourteen years, we have made significant progress in many States with both quotes and successful sales totaling well over the \$10M mark outside of the State of Texas. This compliments the \$60M plus in sales that Motorola has made over the last 3-5 years utilizing the H-GAC contract as its and users preferred method of sale. We are committed to training nationally on the parameters of the H-GAC contract and continue to educate both internal Motorola resources and H-GAC end users.

1. Describe types of media to be used, frequency and method of outreach campaigns (social media, ads, sales tools, newsletters, etc.)

Motorola's vast marketing efforts to promote the H-GAC buying experience along with our technologies, consists of a presence via Twitter, Facebook, and many internal Chat pages (i.e. "Bat Chat"). Additionally, we will enhance our efforts with ads where we deem most effective to promote the use of the H-GAC contract as a partner process in procuring our technologies.

2. A description of the dedicated staff resources anticipated in serving and in promoting any contract.

Motorola marketing and sales team is unmatched nationally in regards to using the H-GAC contract. Our marketing team stretches across every division nationwide along with additional support personnel in Chicago, IL at our corporate headquarters. Our national sales force consisting of more than 300 people are complimented with both an internal inside sales team and a large network of Manufacturer Resellers (MR's) doubling the number of in-person representation offering the H-GAC procurement vehicle as an option and in many cases the lead procurement vehicle for technical solutions.

3. Anticipated marketing strategies to increase sales in awarded service areas or categories

As we have for over 20+ years as a H-GAC partner, Motorola will use the H-GAC procurement vehicle (contract) for each category. We are hopeful to gain approval in all four categories as we did as the only four category partner in

contract RA05-18. Our strategic approach includes signage at national conference (as they began opening) along with

continuing service plan H-GAC Buy events. Our approach has always been to lead with the H-GAC contract in Texas and as the H-GAC presence grew nationally, we have many states doing the same.

Page 1

4. Anticipated employee representative trainings and frequency

Attachment A						
Motorola Solutions Inc.						
Radio Communications/Emergency Response Equipment						
Contract No.: RA05-21						
Line Item Reference Number	Product Code	Product Summary (detailing the items, equipment and/or services being offered for the specific product code)	Manufacturer	Vendor	Item Description	Bid Price
1	PA	Mobile and Portable radios and accessories Base Stations and accessories Radio Trunked Systems Dispatch Consoles Mobile Data Systems Mobile Data Subscribers Mobile Computing Devices Broadband Wireless Mesh Infrastructure and Subscribers Video and Biometrics Radio Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Equipment/Services Next Gen 911 Equipment/Services Intelligent Led Policing Real Time Crime Center/ Video Solutions CAD and Records Management Biometrics Applications	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	<i>Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.</i>	APC Summary Provided Below.
					<i>Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>	
2	PB	Integrated Command Control Equipment System Integration Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	<i>Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.</i>	APC Summary Provided Below.
					<i>Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>	

3	PC	Emergency Trailers System Integration Services Command Vehicles Integrated Emergency Operations Center Incident Command Systems	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	<i>Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file.</i>	APC Summary Provided Below.
					<i>Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i>	
4	PD	Project Management System Technologist Training Advanced Services Video and Network Management Testing Civil Work (Soil grading, fencing, grub work, etc...) Tower Services (concrete/foundation work, documentation, civil work, etc..) Network Services for all category technologies Cloud Services and Associated Integration	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	<i>Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.</i>	APC Summary Provided Below.
MOTOROLA INTEGRATION SERVICES - LMR						
Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.						
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Project Management Daily Rate*	\$2,072
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	System Technologist Daily Rate*	\$2,072
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Standard Shop Installation: Hourly Rate*	\$150
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Standard Shop Installation: Daily Rate*	\$1,200
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Radio Installation*	\$180-\$600
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Radio Programming*	\$55-\$125
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Data Installation*	\$180-\$600
					*Prices may vary by Region and Stated Scope. Travel Not Included.	
MOTOROLA INTEGRATION SERVICES - ADVANCED SERVICES						
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	NG9-1-1 Consulting Services-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Project/Program Management-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Wireless Security Technician-Daily Rate*	\$1,900

			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security Trainer-Daily Rate*	\$1,650
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Security Code Reviewer-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Incident Response and E-Discovery Assistance Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Disaster Recovery Planner-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Business Continuity/Continuity of Government Planner-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Project Management-Daily Rate*	\$750
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Solution Achitech-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Solution Achitech-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Application Integration and Customization Services Application and Solution Implementation Daily Rate*	\$1,694
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Project Management-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Project Management-Daily Rate*	\$1,900
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Internet Protocol Network Assessment-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services IP Network Design and Integration-Daily Rate*	\$2,033
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$2,100
			Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Consulting Services Customer Network Interface Design and Integration-Daily Rate*	\$2,100
APC SUMMARY						
	6	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Dispatch Support	
	42	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO SUA Upgrade Operations Support	
	43	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO SUA Field Service Support	

	127	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Shop Services	
	135	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Drop Ship Freight	
	185	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Subscriber Services	
	208	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Project Management Services	
	231	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Partner Maintenance Support	
	290	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Warranty Services	
	298	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO System Essential Support	
	306	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Site Development Services	
	348	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO System Premier Support	
	373	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO System Advanced Support	
	390	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO System Manager Support	
	427	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	3rd Party Services	
	431	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Essential	
	519	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Security Monitoring Support	
	560	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO System Update Service Remote Patching Support	
	561	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Network Monitoring Support	
	670	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Asset Management Service	
	700	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Advanced	
	701	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola Device Management Support - Premier	
	724	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Motorola APX Next Management Support - Advanced	
	769	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Preventative Maintenance Support	
	772	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Technical Support	
	814	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Cyber Security Assessment Support	
	823	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO SUA Hardware & Software Support	
	847	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Lunarline Cyber Security Services	
	848	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Lunarline Cyber Security Monitoring	
	859	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Delta Risk Cyber Security Services	
	882	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO On-Site Support	
	929	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO Infrastructure Repair Support	

	943	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO SUA Training Service Support	
	948	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	3rd Party Maintenance Support	
	969	System Integration & Support Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	ASTRO System Update Service Local Patching Support	
	901	Lifecycle Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Migration Assurance Program	
	902	Lifecycle Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	SMA	
	903	Lifecycle Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	SUA, SUA II	
	904	Lifecycle Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	SUS	
	905	Lifecycle Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	SA	
	390	Professional Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Performance Management Reports	
	659	Professional Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	NG-911	
	659	Professional Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Security, IP Networking	
	670	Professional Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	SI	
	842	Professional Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	311 Software	
	561	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Network Monitoring	
	769	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Network Preventive Maintenance & Onsite Infrastructure Response	
	769	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	SUAIL	
	772	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Technical Support	
	929	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Services	
	206	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Subscriber Repair	
	293	Service/Maintenance	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Services/Training	
	17	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	PremierOne CAD Delivery Services	
	30	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Flex CAD Delivery Services	
	79	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Situational Awareness Delivery Services	
	86	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Emergency Notification Delivery Services	
	90	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	PremierOne Records Delivery Services	
	97	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Flex Records Delivery Services	
	99	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Flex Jail Delivery Services	
	141	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Digital Evidence Delivery Services	
	168	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Kodiak Delivery Services	

	327	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	CAD Mobile Delivery Services	
	331	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	CAD Suite Deployment	
	473	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Spillman Delivery Services	
	586	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	CallWorks Delivery Services	
	639	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Critical Connect Delivery Services	
	634	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Situational Awareness 3rd Party HW and SW or just HW	
	572	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Situational Awareness 3rd Party HW and SW or just HW	
	141	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Interface SA	
	144	Software SI Delivery Services	Motorola Solutions, Inc.	Motorola Solutions, Inc. and Partners	Professional Services, Training Analytics Plus Only	

LIFECYCLE MANAGEMENT ADDENDUM

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

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Agreement.

"Lifecycle Management Services" means the upgrade services as defined in the applicable Statement(s) of Work.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

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

2. SCOPE

Motorola will provide Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.2 LIFECYCLE MANAGEMENT SERVICES

3.2.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for SUA, NUA or MUA services and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.2.2 The Software License Agreement included as Exhibit A to the Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.3 The term of this Addendum is 4 years, commencing one year after system acceptance. The Lifecycle Management Price for the 4 years of services is \$125,556 excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the

Lifecycle Management services are subscription services as more fully described in the applicable Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.4 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Amendment is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.5 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.6 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Statement of Work.

3.2.7 In addition to the description of the services and exclusions provided in the Statement of Work, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this Addendum or the Statement of Work, services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the services.

3.2.8 The annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.9 If Customer terminates this service and contractual commitment before the end of the 5 year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the 4 year commitment.

3.2.10 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

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

END

**Addendum to Customer Agreement
for
Transport Connectivity**

This Addendum for Transport Connectivity (this “TCA”) is entered into between Motorola Solutions Connectivity, Inc., with offices at 500 W Monroe St., Ste 4400, Chicago, IL 60661 (“Motorola”), a wholly owned subsidiary of Motorola Solutions, Inc. (“MSI”), and the entity set forth in the signature block below or in the MCA or Primary Agreement (“Customer”), and will be subject to, and governed by, the terms of the Master Customer Agreement or other Primary Agreement entered into between Customer and MSI, effective as of [_____] (the “Agreement”), and the applicable Addenda. Capitalized terms used in this TCA, but not defined herein, will have the meanings set forth in the Agreement or the applicable Addenda.

1. **Addendum.** This TCA governs Customer’s purchase of certain transport connectivity, as further described below (generally referred to as the “Connectivity”), and constitutes an agreement solely entirely between Motorola and Customer. Motorola and Customer shall only be liable to each other for the obligations expressly set forth in this TCA. In no event will MSI be liable for any of Motorola’s obligations or liabilities pursuant to this TCA. In addition to the Agreement, other Addenda may be applicable to other Products or Services, with respect to Software and Equipment, as each of those terms is defined therein, and as further described below, if any. This TCA will control with respect to conflicting terms in the Agreement or any other applicable Addendum, but only as applicable to the Connectivity purchased under this TCA and not with respect to other Products or Services.
2. **Connectivity Service Description and Applicable Terms and Conditions.**
 - 2.1. Connectivity Service Description. Connectivity means the physical connection (i.e. the physical copper, fiber, wireless transport technology(ies) or other transmission medium used) that is designed for the transmission of information including data between locations, devices, equipment and/or facilities designated for Customer, as set forth in the applicable Statement of Work (“SOW”) between the parties, which may be located on Customer premises, mobile, and/or in remote Motorola or MSI procured data centers or cloud-based locations. If a generic demarcation point (such as a street address) is provided, the demarcation point will be Motorola’s Minimum Point of Entry (MPOE) at such location (as determined by Motorola and/or its vendors). Additional wiring may be provided by MSI, at its sole discretion, and may entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Any additional wiring or necessary transmission media will be provided and/or maintained by MSI as specifically described in the accompanying SOW. Motorola will maintain Connectivity to the demarcation point only. Customer disclaims any interest in any equipment, property or licenses used by Motorola to provide Connectivity. Terms for interest in additional wiring and maintenance of additional wiring will be as delineated in an applicable SOW.
 - 2.2. Types of Connectivity Technologies. Motorola uses different technologies to provide Connectivity. Some technologies or speeds may not be available in all areas or with certain types of Connectivity. Unless otherwise set forth in the Agreement or applicable SOW, Motorola utilizes different technologies to provide Connectivity at its sole discretion and may include, but not be limited to ethernet, wavelength, special access, and/or wireless technologies (again, including but not limited to LTE or equivalent wireless services or wireless satellite services). In addition, Connectivity may include additional technologies for security or commonality of protocol, including but not limited to Multiprotocol Label Switching (“MPLS”) and Software Defined Wide Area Network (“SD-WAN”).

3. **Requests for Connectivity, Third Party Providers and Statements of Work.** Customer will request Connectivity as provided for in the applicable SOW(s). Motorola will notify Customer of acceptance of a request for Connectivity by delivering (in writing or electronically) a confirmation, or by delivering the Connectivity.
 - 3.1. Third Party Providers of Connectivity. Customer understands and agrees that Connectivity is provided to Motorola by third parties, and then may be combined with certain Motorola and/or MSI equipment, as requested by Customer and agreed in an applicable SOW. Motorola does not build or provision Connectivity itself; it solely procures underlying services to provide Connectivity from third parties.
 - 3.1.1. Provision of Connectivity is subject to availability of underlying Connectivity from Motorola's applicable vendor. Provisioning intervals for Connectivity are dependent upon the intervals provided to Motorola by the underlying third party provider. Customer agrees that Motorola may request, but is not responsible for, certain provisioning intervals as requested by Customer in a SOW.
 - 3.1.2. Customer further agrees that Motorola does not offer any specific service level agreements, service level objectives, outage credits or other guarantees regarding outages or reliability of services (collectively, "SLAs") procured and included as part of Connectivity from third party providers. Any SLAs available to Customer will be separately identified and provided by MSI under the Agreement and any applicable SOW. No other SLAs will be provided or are available from Motorola, unless specifically delineated herein.
 - 3.1.3. Certain requirements of Motorola's third party providers may apply to the provision of Connectivity and are included as Exhibit A to this TCA.
 - 3.2. Statement of Work. Motorola and MSI will provide a Statement of Work ("SOW") to further describe implementation of Connectivity and the use of the provided Connectivity with additional services and/or equipment provided by MSI. An applicable SOW may contain SLAs with respect to other services provided by MSI outside of Connectivity or in conjunction with Connectivity. However, Customer and Motorola agree that such SLAs do not apply directly to Connectivity in and of itself provided by Motorola.
4. **Provisioning, Maintenance and Repair.** Motorola may re-provision Connectivity from one third party provider to another and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Connectivity interruption. If scheduled maintenance requires Connectivity interruption Motorola will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. Customer may request a technician dispatch for Connectivity problems, for which Motorola will use commercially reasonable efforts to obtain applicable service from third party providers, if applicable. Motorola may assess a dispatch fee if costs for such services are invoiced to Motorola.
5. **Termination.** Should any Connectivity be terminated under the provisions of the Agreement, Customer agrees that it will reimburse Motorola for any termination charges levied against Motorola by any third party providers of individual components of Connectivity. Motorola will invoice such charges through its standard billing processes and such amounts will be paid pursuant to the provisions of the Agreement.
6. **Customer Information.** Customer agrees that Motorola may use, access and disclose Customer's information including customer data and network information within its own and its affiliates' business operations, and with third party vendors acting on Motorola's behalf for provision of the Connectivity.

7. **Network Monitoring.** Transmissions passing through the facilities of Motorola's vendors may be subject to legal intercept and monitoring activities by its vendors (or vendors' suppliers) or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under and represents that it will have at all relevant times the necessary consents from all end users.
8. **Transmission Service Priority.** Certain service priority(ies), including restoration, may be available to Customer for an additional fee from Motorola's third party provider of Connectivity. If Customer elects to implement an available service priority for Connectivity, then Customer is required to expressly set forth its priority election within the applicable SOW, cooperate fully with Motorola and Motorola's third party provider of Connectivity to effectuate and maintain implementation, and pay any additional fees, costs, or surcharges applicable to the elected priority service.
9. **Billing and Payment.** Motorola will issue invoices to Customer for the provision of Connectivity to Customer, which may include but not limited to charges billed by third party providers and all taxes fees, surcharges or other charges imposed by such third party providers. Customer will pay invoices from Motorola for the Connectivity covered by this TCA in accordance with the invoice payment terms set forth in the Agreement. Fees for Connectivity will be invoiced as of the provisioning date, as determined by Motorola, unless another payment schedule or milestones are set forth in the Agreement or applicable SOW. Motorola may, at its sole discretion, utilize MSI as its billing and collection agent and Customer expressly agrees that invoices for Motorola services may appear on invoices issued by MSI.
10. **Taxes and Regulatory Cost Recovery Fees.** Unless otherwise specified, prices for Connectivity do not include any excise, sales, lease, use, property, or other taxes, assessments, duties or governmental impositions including regulatory charges or contribution requirements when Motorola is required to collect such regulatory charges or contributions from Customer (collectively, "Taxes"), or any fees or charges to offset costs Motorola incurs to comply with regulations or participate in regulatory programs, including but not limited to regulatory fees or charges imposed on Motorola by governmental entities or collected from Motorola by third parties, which are not Taxes or charges that government mandates be recovered from Customer but that Motorola is permitted to recover from Customer either in aggregate or as individual line items ("Regulatory Cost Recovery Fees"). Such Taxes and Regulatory Cost Recovery Fees will be paid by Customer, except as exempt by law, unless otherwise specified in a SOW. If Motorola is required to pay any Taxes or permitted to recover any Regulatory Cost Recovery Fees, Customer will be billed by Motorola for such Taxes (including any interest and penalties) or Regulatory Cost Recovery Fees, whether as part of its standard billings or as separately billed and, with respect to the latter, using a "regulatory cost recovery" descriptor or other applicable descriptor, and Customer agrees that it will pay such Taxes and Regulatory Cost Recovery Fees within thirty (30) days after Customer's receipt of an invoice therefore, unless Customer furnishes Motorola applicable tax-exemption certificates. Motorola will be solely responsible for reporting Taxes on its income and net worth.

IN WITNESS WHEREOF, the parties hereto have executed this TCA as of the Effective Date provided above.

CUSTOMER

MOTOROLA SOLUTIONS CONNECTIVITY, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Requirements of Third Party Providers for Provision of Connectivity

1. VERIZON

For Connectivity using Verizon third party services, the following additional terms apply.

For purposes of this Exhibit, “**Service**” means certain wireline (including but not limited to Ethernet, wavelength, MPLS or other VPN services and SD-WAN) and/or wireless services provided directly or indirectly by Verizon which may include but it is not limited to data transmission services between devices (wireless or other) and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

Content Disclaimer. Neither Verizon, Motorola, nor MSI exercises control over nor has any responsibility for the accuracy, quality, security or other aspect of any content accessed, received, transmitted, stored, processed or used through Verizon facilities or any Services (except to the extent particular Services explicitly state otherwise). Customer accesses, receives, transmits, stores, processes, or uses any content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the content it is accessing, receiving, storing, processing or using, including without limitation Customer data, individual health and financial content. Each of Verizon, Motorola, and MSI is not responsible if the level of security protection Customer uses for any particular content is insufficient to prevent its unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that content.

Use of Customer Data. Verizon, Verizon Affiliates and their respective agents, may use, process and/or transfer Customer data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information): (a) in connection with provisioning of Services; (b) to incorporate Customer data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Services; administration; provisioning; billing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and customer use analysis; and (c) to communicate to Motorola, MSI or Customer regarding Services.

Customer Consent. Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer data as described in the Use of Customer Data clause above.

A. VERIZON WIRELESS SERVICES TERMS (IF APPLICABLE AND PART OF CONNECTIVITY):

Customer agrees to comply with the additional responsibilities for access to and use of the Service provided by Verizon:

Service Availability. The Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Service operation. The Service and/or features may not be available in all areas. The Service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on Verizon's network.

WARRANTY DISCLAIMER. VERIZON AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SERVICE OR EQUIPMENT OR THEIR USE IN CONNECTION WITH THE CUSTOMER PROVIDED EQUIPMENT OR VERIZON PRODUCT OR SERVICE WITH RESPECT TO VERIZON.

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MOTOROLA SOLUTIONS INC. AND ITS AFFILIATES INCLUDING VESTA SOLUTIONS INC. AND THE UNDERLYING CARRIER; AND (3) ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL

CLAIMS OR DEMANDS THEREFOR.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER SECTION OF THE AGREEMENT, NEITHER MOTOROLA, VESTA NOR VERIZON AND THEIR AFFILIATES AND CONTRACTORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY END USER:

- A) IF CHANGES IN THE SERVICE OR IN THE VERIZON NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE;
- B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING THE SERVICE, OR (II) FAILURES OR DEFECTS IN THE VERIZON NETWORK OR SYSTEMS,
- C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE SERVICE, RELIANCE BY CUSTOMER ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE SERVICE, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL VERIZON, MOTOROLA, VESTA OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES
- D) NOTWITHSTANDING THE FOREGOING THE TOTAL LIABILITY OF VERIZON TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, IS LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY CUSTOMER; OR (B) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. NOTHING IN THIS SECTION LIMITS VERIZON'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR (B) FOR BODILY INJURY. FOR THE AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCES SHALL VERIZON'S, MOTOROLA'S, OR

VESTA'S EXERCISE OF ANY RIGHTS SET FORTH IN THIS ADDENDUM BE DEEMED WILLFUL OR INTENTIONAL MISCONDUCT.

B. VERIZON WIRELINE SERVICES TERMS (IF APPLICABLE AND PART OF CONNECTIVITY):

Services Suspension. Verizon may, subject to giving Motorola, MSI or Customer reasonable notice where practicable, suspend one or more services provided by Verizon (or a part thereof) if:

- suspension of Services is necessary to prevent or protect against fraud, or otherwise protect persons or property, Verizon personnel, agents, facilities, or services;
- Verizon is obliged to comply with an order, instruction or request of a court, government agency, emergency service organization (e.g. police or fire service) or other administrative or regulatory authority;
- Verizon has reasonable grounds to consider that use of the Services violates the AUP, as defined below, or other terms of a contract; or
- Customer fails to provide or increase the security as requested by Verizon.

Customer Obligations.

Access. Where Verizon requires access to a Customer site in order to provide Services, Customer shall grant or shall procure the grant to Verizon of such rights of access to each Customer site, including any necessary licenses, waivers and consents. Customer shall advise Verizon in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer site. Customer shall provide Verizon with such facilities and information as Verizon may reasonably require to perform its obligations or exercise its rights under a Contract.

Acceptable Use Policy (AUP).

Compliance. Use of Verizon IP Services must comply with the then current version of the AUP of the countries from which Customer uses such Services (in the event no AUP exists for a country, the U.S. AUP shall apply). The applicable AUP is available at the following URL:

<http://www.verizonenterprise.com/terms> or other URL designated by Verizon. Customer shall ensure that each user of the Services complies with the AUP. Verizon reserves the right to change the AUP from time to time, effective upon posting of the revised AUP at the designated URL or other notice to Customer. Verizon will regularly review the AUP (and whether there have been any changes to it) with Customer, but no less than quarterly, and sooner in the event there are changes.

To the extent permitted by law, Customer will defend, indemnify and hold harmless the Verizon Indemnitees, as defined by Verizon at the link for the AUP identified above, from and against any claims, suits, judgments, settlements, losses, damages, expenses (including reasonable legal fees and expenses), and costs (including allocable costs of in-house counsel) asserted against or incurred by any of the Verizon Indemnitees arising out of any of the following allegations by a third party: Customer's, users' of the Services, or Customer's customers' violation of the AUP; or the unauthorized use of or access to the Services or Verizon Facilities by any person, under Customer's reasonable control, using Customer's systems or network. Notwithstanding any other provision of a Contract, Customer shall pay all expenses and costs, including costs of investigation, court costs, and reasonable legal fees and expenses (including allocable costs of in-house counsel) incurred by Verizon Indemnitees in enforcing this provision. Verizon holds the benefit of this sub-clause on trust for the other Verizon Indemnitees.

SECTION 6

OUR COMMITMENT

Motorola Solutions creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities. You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education, and public services.

Founded in 1928, Motorola Solutions has a history of innovation that has revolutionized communications. From pioneering mobile communications in the 1930s and making equipment that carried the first words from the moon in 1969, to supporting modern-day emergency response equipment for disaster relief efforts around the world, Motorola Solutions has a global footprint with products that demonstrate its thought leadership.

Throughout its history, Motorola Solutions has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, the company strives to keep its commitment of make things better and life easier, to make sound recommendations that will guide you in linking your current and future communication needs and objectives with technology's ever-evolving promise.





AGENDA ITEM

TO:

SUBJECT:

MEETING DATE: June 14, 2022

DEPARTMENT: City Manager

ITEM SUMMARY:

Discuss and receive Council direction regarding on-street residential parking

INFORMATION:

Staff has received Council requests to place this item on the agenda for discussion. As you are likely aware, the City does not prohibit street parking in residential neighborhoods. This issue was discussed in 2019 in response to raised concerns regarding traffic flow challenges as a result of on-street parking. At that time, the Council directed staff to initiate a community-wide survey to gauge interest in more restrictive measures for residential street parking. Further, the survey attempted to gauge support among three specific parking restriction options to include 1) no street parking at all; 2) street parking only during designated times, and 3) street parking only allowed on one side of the street.

Attached are the results of the 2019 parking survey to include a general summary of responses from ALL neighborhoods, and then a further breakdown by street from those neighborhoods where over 50% indicated they were in favor of some type of stricter parking ordinance (4 of 9 neighborhoods surveyed).

Ultimately, because only four of nine neighborhoods surveyed indicated they wanted more restrictive parking, and of the four that indicated they did want stricter measures, there was not a clear-cut preferred scenario; the direction was to not move forward with stricter parking regulations, rather increase enforcement of current state laws related to parking to close to a stop sign.

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:



AGENDA ITEM

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. Parking Survey Results General Summary 03-22-2019
2. Parking Survey Results By Street 03-22-2019

RESIDENTIAL ON-STREET PARKING SURVEY RESULTS SUMMARY

Neighborhood	Total Responses	# Homes	% of Neighborhood Response	Is there a need for additional parking restrictions??	Support for Scenario A: no parking on street at any time (exceptions for visitors, holidays, contractors)	Support for Scenario B: parking only allowed on one side of street	Support for Scenario C: parking allowed only at designated times; prohibition during peak traffic hours
Parks of Roanoke	77	276	28%	responses 72 yes 52 72% no 20 28%	responses 50 yes 25 50% no 25 50%	responses 51 yes 23 45% no 28 55%	responses 51 yes 25 49% no 26 51%
Briarwyck	140	600	23%	responses 135 yes 95 70% no 40 30%	responses 97 yes 61 63% no 36 37%	responses 95 yes 30 32% no 65 68%	responses 95 yes 50 53% no 45 47%
Country Acres	25	285	9%	responses 25 yes 7 28% no 18 72%	responses 7 yes 5 71% no 2 29%	responses 7 yes 3 43% no 4 57%	responses 6 yes 3 50% no 3 50%
Highlands Glen	14	96	15%	responses 14 yes 5 36% no 9 64%	responses 6 yes 3 50% no 3 50%	responses 5 yes 2 40% no 3 60%	responses 4 yes 3 75% no 1 25%
Marshall Creek	18	147	12%	responses 18 yes 5 28% no 13 72%	responses 5 yes 4 80% no 1 20%	responses 5 yes 1 20% no 4 80%	responses 5 yes 2 40% no 3 60%
Fairway Ranch	223	275	81%	responses 213 yes 115 54% no 98 46%	responses 110 yes 87 79% no 23 21%	responses 107 yes 16 15% no 91 85%	responses 109 yes 45 41% no 64 59%

Neighborhood	Total Responses	# Homes	% of Neighborhood Response	Is there a need for additional parking restrictions??	Support for Scenario A: no parking on street at any time (exceptions for visitors, holidays, contractors)	Support for Scenario B: parking only allowed on one side of street	Support for Scenario C: parking allowed only at designated times; prohibition during peak traffic hours
Meadows	80	201	40%	responses 77 yes 36 47% no 41 53%	responses 34 yes 19 56% no 15 44%	responses 34 yes 14 41% no 20 59%	responses 34 yes 22 65% no 12 35%
Old Town	52	262	20%	responses 52 yes 28 54% no 24 46%	responses 28 yes 22 79% no 6 21%	responses 27 yes 7 26% no 20 74%	responses 27 yes 13 48% no 14 52%
Glenmere	0	31	0%	responses 0 yes 0 0% no 0 0%	responses 0 yes 0 0% no 0 0%	responses 0 yes 0 0% no 0 0%	responses 0 yes 0 0% no 0 0%
TOTALS	629	2173	29%	responses 606 yes 343 57% no 263 43%	responses 337 yes 226 67% no 111 33%	responses 331 yes 96 29% no 235 71%	responses 331 yes 163 49% no 168 51%

Parking Survey by Street
(Old Town, Briarwyck, Fairway Ranch, Parks of Roanoke)

The following information breaks down the responses by street for those neighborhoods where a majority of their total responses answered "yes" to the general question "are additional parking restrictions needed?"

OLD TOWN : 20% response from residents in Old Town

street	responses	residents on street	response rate	Are additional parking restricitons needed??
Travis	1	14	7%	1 no
Austin	1	7	14%	1 no
Bowie	1	3	33%	1 yes
Dallas	2	18	11%	1 yes; 1 no
Inez	1	9	11%	1 yes
Lamar	3	12	25%	3 yes
Lois	1	10	10%	1 no
Main	10	44	23%	2 yes; 8 no
Meadow LN	4	20	20%	2 yes; 2 no
Mist View	3	8	38%	1 yes; 2 no
Oak	1	12	8%	1 yes
Pine	7	19	37%	4 yes; 3 no
Reed	8	11	73%	5 yes; 3 no
Rusk	1	3	33%	1 yes
Turner	2	8	25%	1 yes; 1 no
Walnut	6	35	17%	5 yes; 1 no
Totals Old Town	52			28 yes; 24 no

BRIARWYCK: 23% response from residents in Briarwyck

street	responses	residents on street	response rate	Are additional parking restricitons needed??
Allister	4	18	22%	2 yes, 2 no
Ayelsbury	5	26	19%	3 yes, 2 no
Bentley	24	102	24%	15 yes, 9 no
Blythe Bridge	2	14	14%	2 yes
Brendam	2	5	40%	2 yes
Brighton	8	36	22%	4 yes; 3 no
Bristol	15	56	27%	8 yes, 7 no
Carnaby	3	15	20%	3 yes
Caspian	4	15	27%	3 yes
Chaucer	1	5	20%	1 yes
Chinchester	3	12	25%	3 no
Dorset	1	9	11%	1 yes
Eastwick	3	15	20%	2 yes
Enfield	2	7	29%	2 yes
Falstaff	6	19	32%	4 yes; 2 no
Hackworth	4	39	10%	4 yes
Hartford	2	12	17%	1 yes, 1 no
Hayfield	3	11	27%	3 yes
Hillswick	3	10	30%	2 yes; 1 no
Manchester	1	7	14%	1 no
Marshall Creek	1	18	6%	1 yes
Newcastle	12	32	38%	10 yes, 2 no
Newchester	13	27	48%	12 yes, 1 no
Norfolk	3	11	27%	3 yes
Osborne	1	16	6%	1 yes
Royale Manor	1	4	25%	no answer
Sandhurst	5	26	19%	2 yes, 3 no
Wellington	1	14	7%	1 yes
Sodbury	7	18	39%	3 yes; 3 no
Totals Briarwyck	140			95 yes; 40 no

PARKS: 28% response from residents in the Parks of Roanoke

street	responses	residents on street	response rate	Are additional parking restricitons needed??
Belmont	4	19	21%	3 yes, 1 no
Benton	9	28	32%	9 yes
Collington	16	38	42%	9 yes, 5 no
Cortland	9	21	43%	7 yes, 2 no
Ellicott	15	41	37%	9 yes, 5 no
Foreston	7	28	25%	6 yes
Millford	3	28	11%	2 yes
Oxford	7	25	28%	2 yes, 5 no
Wenrick	7	28	25%	5 yes, 2 no
Totals Parks of Roanoke	77			52 yes; 20 no

FAIRWAY RANCH: 81% responses from residents in Fariway Ranch

street	responses	residents on street	response rate	Are additional parking restricitons needed??
Broadmoor	22	29	76%	11 yes, 11 no
Champions Ct/Way	25	29	86%	15 yes, 9 no
Fairway Ranch Pkwy.	32	29	110%	13 yes, 19 no
Fieldcrest	3	3	100%	2 yes, 1 no
Glen Garden	13	9	144%	7 yes, 4 no
Highpoint Way	47	66	71%	19 yes, 25 no
Holston	18	20	90%	11 yes, 6 no
Lake Hills	7	14	50%	5 yes, 2 no
Meyers Park	4	9	44%	3 yes, 1 no
Riviera	8	15	53%	5 yes, 2 no
Springmill Trail	4	6	67%	3 yes, 1 no
Thornhill Way	9	12	75%	6 yes, 2 no
West Bluff way	31	31	100%	15 yes, 15 no
Totals Fairway Ranch	223			115 yes, 98 no