



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

42

2. Council Meeting Date:

June 14, 2007

TO: MAYOR & COUNCIL

3. Date Prepared: May 24, 2007

THROUGH: CITY MANAGER

4. Requesting Department: Police

5. SUBJECT: Sole Source approval of contract for Communication Equipment Maintenance with Motorola, Inc. in an amount not to exceed \$108,000

6. RECOMMENDATION: Request sole source approval of a contract for communication equipment maintenance with Motorola, Inc. in an amount not to exceed \$108,000

7. HISTORICAL BACKGROUND/DISCUSSION: In December 1987, Council approved Motorola, Inc. as a sole source vendor of radio equipment to replace the existing radio system at that time. Because of the proprietary of the software infrastructure, Motorola Inc. is the only authorized service center to provide service and maintenance on the equipment and software. It is essential that maintenance be provided by Motorola, Inc. to ensure the equipment is maintained at the highest level possible because of the critical nature of public safety.

8. EVALUATION PROCESS: The contract for communication equipment maintenance is expiring and it was necessary for staff to negotiate a new contract to cover these services. The contract includes all labor, parts and equipment necessary to provide maintenance for communication equipment covered under the contract and service will be provided seven days a week, twenty four hours a day. The attached list includes all of the Department's communication equipment and is broken down by quantity and monthly cost. Equipment may be added or deleted as necessary during the contract term. The contract is for one year with four (4) renewal options. City will require a fully documented request for price adjustments in subsequent renewal terms. The amount requested covers the first year of the contract.

9. FINANCIAL IMPLICATIONS: Funds for communication equipment maintenance will be from various division's communication repair and maintenance fund accounts.

10. PROPOSED MOTION: Move to approve a sole source contract for Communication Equipment Maintenance with Motorola, Inc. in an amount not to exceed \$108,000 per staff recommendation.

APPROVALS

11. Requesting Department

Joe Gaylord
Joe Gaylord, Police Commander

12. Department Head

Sherry Kiyler
Sherry Kiyler, Police Chief

13. Procurement Officer

Glenda Shackelford
Glenda Shackelford, CPPB

14. City Manager

W. Mark Pentz
W. Mark Pentz

CITY OF CHANDLER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 15 day of June, 2007, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Motorola, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

- 1.1. **Contract Administrator.** CONTRACTOR shall act under the authority and approval of Police Chief /designee (Contract Administrator), to provide the services required by this Agreement.
- 1.2. **Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.
- 1.3. **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.
- 1.4. **Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

2. SCOPE OF WORK: CONTRACTOR shall provide maintenance services all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

- 2.1. **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.2. **Licenses.** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.
- 2.3. **Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.
- 2.4. **Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.

2.5 REPRESENTATIONS AND WARRANTIES.

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.

SERVICE WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**

MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software.

EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

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

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

- 3. ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.1. Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

Customer may send a representative to a Motorola facility during normal business hours to conduct such limited review, or at Customer's request Motorola will provide copies of the specific documents to Customer's location for its review. Motorola books and records provided to Customer pursuant to this

provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola's business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola

- 3.2. **Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 3.3. **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
- 3.4. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.
4. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed One Hundred Eight Thousand Dollars (\$108,000) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.
 - 4.1. **Taxes.** The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.
 - 4.2. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
 - 4.3. **Estimated Quantities.** The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
 - 4.4. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
 - 4.5. **Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
 - 4.6. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was

requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.

5. TERM:

- 5.1. The contract term is for a one-year period subject to mutually agreed upon additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five (5) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

6. USE OF THIS CONTRACT:

- 6.1. The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.

7. CITY'S CONTRACTUAL REMEDIES:

- 7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4. **Non-exclusive Remedies.**
- 7.5. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. TERMINATION:

- 8.1. **Termination for Convenience.** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and SUBCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of

services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the **Management Services Director** shall determine the percentage of work performed for each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein. Any equipment ordered up to the date of termination will be invoiced and paid by the City.

- 8.2. **Termination for Cause.** CITY may, upon written notice, terminate this Agreement for CONTRACTOR'S failure to comply with the terms of this Agreement.
- 8.3. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. **Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. **Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. **Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **ALTERNATE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Contract documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive means for resolution of claims or disputes and other matters in question between the City and the CONTRACTOR arising out of, or relating to the Contract documents, interpretation of the Contract, or the performance of or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.

- 10.1. **Notice.** CONTRACTOR shall submit written notice of any claim or dispute to the Contract Administrator within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as it occurs and not postponed until the end of the Contract nor lumped together with other pending claims.
- 10.2. **Forfeiture.** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of the CITY'S position.
- 10.3. **CITY Response.** The Contract Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.
- 10.4. **Appeal.** If CONTRACTOR disagrees with the response of the Contract Administrator, within fifteen days of the date of the response by the Contract Administrator, CONTRACTOR shall file with the Contract Administrator, written notice of appeal. The Contract Administrator shall provide copies of all relevant information concerning the Contract and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided
- 10.5. **Arbitration.** If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the Parties within thirty days after notice by one of the Parties demanding non-binding mediation. The Parties will not unreasonably withhold their consents to the selection of a mediator, will share the cost of the mediation equally, may postpone mediation until they have completed some specified but limited discovery about the dispute, and may also replace mediation with some other form of non-binding alternative dispute resolution ("ADR").
 - A. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a contract with the CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
 - B. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.
 - C. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the

Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.

- D. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
- E. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Contract and the laws of the State of Arizona.
- F. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
- G. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
- H. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
- I. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with the CITY.
- J. **Appeal:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Contract; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
- K. **Uniform Arbitration Act:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- L. **Fees and Costs:** Each party shall bear its own fees and costs in connection with any informal hearing before the Assistant Management Services Director. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.

M. Equitable Litigation: Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

11. INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S negligent work or negligent services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be a contributory cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. INSURANCE:

12.1. Insurance Representations and Requirements:

- A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met.
- E. The Commercial General Liability policy required by this Agreement shall list, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its officers, directors, officials and employees as Additional Insureds.
- F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance

policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

- G. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention.
- H. All policies and certificates shall state that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been mailed to CITY.

12.2. Proof of Insurance – Certificates of Insurance

- A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division reasonable approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days after the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents and the certificate must be countersigned by an authorized representative of the insurance company.

12.3. Coverage

- A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B. Claims under workers' compensation which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;
- F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

- H. Claims for bodily injury or property damage arising out of completed operations;
- I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;

12.4. Commercial General Liability - Minimum Coverage Limits.

The Commercial General Liability insurance required herein shall be written for not less than \$500,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence and an aggregate of \$2,000,000 in coverage will be acceptable. The Commercial General Liability policy shall include coverage for CONTRACTOR'S operations and products, and completed operations.

12.5. Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work.

12.6. Worker's Compensation and Employer's Liability

CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

13. NOTICES: All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

<p>In the case of the CITY</p> <p>Contract Administrator: Police Dept.</p> <p>Contact: _____</p> <p>Mailing Address: PO Box 4008</p> <p>Physical Address: 250 E Chicago St.</p> <p>City, State, Zip: Chandler AZ 85244</p> <p>Phone: 480-782-4149</p> <p>FAX: _____</p>	<p>In the case of the CONTRACTOR</p> <p>Firm Name: Motorola, Inc.</p> <p>Contact: _____</p> <p>Address: 2501 South Price Rd</p> <p>City, State, Zip: Chandler, AZ 85248</p> <p>Phone: 480-626-4138</p> <p>FAX: Sean.o'neal@motorola.com</p>
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Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

- 14.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 14.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

- 15.1. **OWNERSHIP.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.
- 15.2. **Entire Agreement.** This Agreement, including Exhibits A and B attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.3. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.7. **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 15.8. **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 15.9. **Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.10. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.11 Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

16. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

Motorola will defend at its expense any suit brought against Customer to the extent that it is based on an Infringement Claim, and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an 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.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; any Equipment that is not Motorola's design or formula; a modification of the Motorola Software by a party other than Motorola; or the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment, Motorola Software, or any of their parts.

17. 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 services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. 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.

18. CONFIDENTIALITY AND PROPRIETARY RIGHTS

During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential

Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

19. 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, 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.

20. SITES AND SITE CONDITIONS

ACCESS TO SITES. If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles as reasonably requested by Motorola so that it may perform its contractual duties.

SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites 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; electrical power outlets, distribution and equipment and telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

21. 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.

NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 25th day of *May* 2007.

FOR THE CITY OF CHANDLER

MAYOR

ATTEST:

City Clerk

Approved as to form:

City Attorney *jac*

FOR THE CONTRACTOR

By: *Dan Kimpe* (*Dan Kimpe*)
Signature 5.25.07

ATTEST: If Corporation

Brian Roberts
Secretary

SEAL

EXHIBIT A TECHNICAL SPECIFICATIONS

Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

1.0 Technical Support Service

1.1 Description of Services:

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

Technical Support is applicable to the following system types: Astro 25 6.x, SmartZone v2.0.3 and higher, SmartZone/OmniLink, E911, Private Data v2.0.3 and higher, SmartNet, Conventional Two-Way, and Wireless Broadband.

1.2 Motorola has the following responsibilities:

- 1.2.1 Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 1.2.2 Advise caller of procedure for determining any additional requirements for issue characterization, Restoration, including providing a known fix for issue resolution when available.
- 1.2.3 Attempt remote access to System for remote diagnostics, when possible.
- 1.2.4 Maintain communication with the Servicer or City in the field until close of the Case, as needed.
- 1.2.5 Coordinate technical resolutions with agreed upon third party vendor(s), as needed.
- 1.2.6 Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 1.2.7 Escalate the Case to the appropriate party upon expiration of a Response time.
- 1.2.8 Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
- 1.2.9 Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify City of an alternative course of action.

1.3 City has the following responsibilities:

- 1.3.1 Provide Motorola with pre-defined information prior to Start Date necessary to complete City Support Plan.
 - 1.3.1.a Complete database and escalation procedure forms.
 - 1.3.1.b Submit changes in any information supplied in the City Support Plan to the City Support Manager.
- 1.3.2 Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of City, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.

- 1.3.3 Supply on-site presence when requested by System Support Center.
- 1.3.4 Validate issue resolution prior to close of the Case.
- 1.3.5 Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
- 1.3.6 Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 1.3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to City.

Severity Definitions Table

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

Remote Technical Support Response Times Table

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

2.0 Radio Repair

2.1 Description:

Radio Repair provides component level service for the Equipment that is specifically named in the applicable agreement to which this Statement of Work (SOW) is attached or any of the agreement's subsequent revisions. Services are performed at the Radio Support Center (RSC) or Federal Technical Support Center.

In addition to Equipment specifically named in the applicable agreement to which this Statement of Work is attached, Radio Repair includes service on standard mobile palm microphones and single mobile control heads provided that they are required for normal operation of the Equipment and are included at the point of manufacture. Additional mobile control heads are covered only with purchase of the applicable service option.

Radio Repair excludes repairs to: optional accessories; non-standard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas, and power supplies. Optional accessories are serviced individually and are not part of the Radio Repair. Engraving service is not covered under standard Radio Repair. New Equipment purchases will only be added upon City request.

2.2 Motorola has the following responsibilities:

- 2.2.1 Test and Restore the Equipment to Motorola factory specifications, including Factory Mutual (FM), and Mine Hazard Safety Association (MHSA).
- 2.2.2 Reprogram Equipment to original operating parameters based on the City template, if retrievable, or from a City supplied backup diskette. If the City template is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or City Programming Software (CPS) version for that Equipment will be used. The Equipment will require additional programming by the City to restore the original template. All Firmware is upgraded to the latest release for each individual product line.
- 2.2.3 Clean external housing of the Equipment. External components of unit will only be replaced when functionality has been diminished.
- 2.2.4 Pay the outbound freight charges for next day shipping. Motorola will pay the inbound freight charges if the City uses the Motorola designated delivery service.
- 2.2.5 Provide City with the Motorola repair request form and Inventory Adjustment Form (IAF).
- 2.2.6 Perform covered services as requested by City on the Motorola repair request form.
- 2.2.7 Process inventory adjustment requests received by email or fax from City. If the request is received by email, Motorola will email an acknowledgement to the sender.
- 2.2.8 If applicable, notify City of changes in Motorola designated inventory adjustment email address or fax number.

2.3 City has the following Responsibilities:

- 2.3.1 Supply Motorola complete and accurate serial numbers and model description.
- 2.3.2 Utilize the Motorola designated delivery service program to obtain Motorola payment for inbound shipping.
- 2.3.3 Access the Motorola repair request form and Inventory Adjustment Form (IAF) through Motorola On Line.
- 2.3.4 Initiate service request via Motorola On Line or complete a Motorola repair request form with contract number referenced, and submit it with each unit of Equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
- 2.3.5 If desired, supply Motorola with a 3.5" backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating

parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flashcode for each radio.

- 2.3.6 If Motorola must utilize a generic template or code plug to Restore Equipment to operating condition, City is responsible for any programming required to Restore Equipment to desired parameters.
- 2.3.7 Provide a signed or emailed Motorola Inventory Adjustment Form (IAF) for all Equipment additions.

3.0 Local Radio Support

3.1 Description of Service

Local Radio Support provides an operational check of Equipment that is specifically named in the applicable Agreement to which this Statement of Work is attached. An operational check is an analysis of the Equipment to identify external or internal defects.

If the Equipment has an external defect, or can be Restored without opening the radio case, the Equipment will be Restored and returned to City. If the Equipment has an internal defect, or is not serviceable without opening the radio case, then the Equipment will require additional service provided by the Servicer and not described in this Statement of Work.

Local Radio Support includes service on standard palm microphones and single mobile control heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture.

Local Radio Support excludes repairs to: optional accessories; iDEN accessories; iDEN mobile microphones; non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

The following are excluded from Local Radio Support service unless they are purchased as an option for an additional fee. The options are OnSite, Radio Survey and Analysis, Portable Remote Speaker Microphones, Portable Antenna Replacements Mobile Remote Control Heads.

3.2 Motorola has the following responsibilities:

- 3.2.1 Service to be performed at the Servicer facility during Standard Business Days.
- 3.2.2 Perform an operational check on Equipment to determine the nature of the problem.
- 3.2.3 Remove/reinstall mobile or data Equipment from/to vehicle as needed for servicing.

3.3 City has the following responsibilities:

- 3.3.1 Deliver and pick up Equipment to/from the Servicer facility.
- 3.3.2 Inform Servicer of description of problem for Equipment brought in for service.
- 3.3.3 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Support service to City.

4.0 OnSite Infrastructure Response and Dispatch Service

4.1 Description of Services

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

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

4.2 Motorola has the following responsibilities:

- 4.2.1 Continuously receive service requests.
- 4.2.2 Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 4.2.2.a Characterize the issue.
 - 4.2.2.b Determine a plan of action.
 - 4.2.2.c Assign and track the Case to resolution.
- 4.2.3 Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
- 4.2.4 Ensure the required personnel have access to City information as needed.
- 4.2.5 Servicer will perform the following on-site:
 - 4.2.5.a Run diagnostics on the Infrastructure or FRU.
 - 4.2.5.b Replace defective Infrastructure or FRU, as applicable. City, Servicer or Motorola may provide Infrastructure or FRU.
 - 4.2.5.c Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 4.2.5.d If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the City's premises.
- 4.2.6 Verify with City that Restoration is complete or System is functional, if required by City's repair Verification in the City Support Plan required by section 3.2. If Verification by City cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 4.2.7 Escalate the Case to the appropriate party upon expiration of a Response time.
- 4.2.8 Close the Case upon receiving notification from City or Servicer, indicating the Case is resolved.
- 4.2.9 Notify City of Case Status as defined required by the City Support Plan:
 - 4.2.9.a Open and closed; or
 - 4.2.9.b Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
- 4.2.10 Provide Case activity reports to City.

4.3 City has the following responsibilities:

- 4.3.1 Contact Motorola, as necessary, to request service Continuously.
- 4.3.2 Provide Motorola with pre-defined City information and preferences prior to Start Date necessary to complete City Support Plan.
 - 4.3.2.a Case notification preferences and procedure.
 - 4.3.2.b Repair Verification preference and procedure.
 - 4.3.2.c Database and escalation procedure forms.
 - 4.3.2.d Submit changes in any information supplied in the City Support Plan to the City Support Manager.
- 4.3.3 Provide the following information when initiating a service request:
 - 4.3.3.a Assigned System ID number.
 - 4.3.3.b Problem description and site location.
 - 4.3.3.c Other pertinent information requested by Motorola to open a Case.
- 4.3.4 Allow Servicers access to Equipment.
- 4.3.5 Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.

- 4.3.6 Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 4.3.7 Maintain and store in an easily accessible location proper System backups.
- 4.3.8 For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 4.3.9 Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by City in accordance with section 3.2.
- 4.3.10 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

Severity Definitions Table

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

Response Times Table (City's Response Time Classification is designated in the Service Agreement)

Severity Level	Regular Response Time	Premier Response Time	Limited Response Time

Severity 1	Within 4 hours from receipt of Notification Continuously	Within 2 hours from receipt of Notification Continuously	Within 4 hours from receipt of Notification Standard Business Day
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day

5.0 Local Infrastructure Repair

5.1 Description of Services

Local Infrastructure Repair is a repair service provided by the Servicer for Infrastructure named on the City Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

5.2 Motorola Servicer has the following responsibilities:

- 5.2.1 Repair or replace Infrastructure at the Servicer facility or City location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the City's malfunctioning FRU(s). Servicer is responsible for travel costs to a City location to repair Infrastructure.
- 5.2.2 Perform the following on Motorola Infrastructure:
 - 5.2.2.a Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 5.2.2.b Repair or replace malfunctioning FRU, as determined by Servicer.
 - 5.2.2.c Verify that Motorola Infrastructure is returned to Motorola manufactured specifications.
- 5.2.3 Provide the following service on select third party Infrastructure
 - 5.2.3.a Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 5.2.3.b Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
 - 5.2.3.c Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 5.2.4 Re-program Infrastructure to original operating parameters based on templates provided by City required by Section 3.2. If the City template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
- 5.2.5 Notify the City upon completion of repair or replacement.
- 5.2.6 Properly package, return ship or hand deliver Infrastructure to the City specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

5.3 City has the following responsibilities:

- 5.3.1 Contact Servicer and provide the following information:
 - 5.3.1.a Provide City name, address of site location, and symptom of problem.
 - 5.3.1.b Provide model description, model number, serial number, and type of System and Firmware version, if known.

- 5.3.2 Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
- 5.3.3 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to City.

6.0 OnSite Infrastructure Response and Dispatch Service

6.1 Description of Services:

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

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

6.2 Motorola has the following responsibilities:

- 6.2.1 Continuously receive service requests.
- 6.2.2 Create a Case as necessary when service requests are received. Gather information to perf the following:
 - 6.2.2.a Characterize the issue.
 - 6.2.2.b Determine a plan of action.
 - 6.2.2.c Assign and track the Case to resolution.
- 6.2.3 Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 6.2.2.
- 6.2.4 Ensure the required personnel have access to Customer information as needed.
- 6.2.5 Servicer will perform the following on-site:
 - 6.2.5.a Run diagnostics on the Infrastructure or FRU
 - 6.2.5.b Replace defective Infrastructure or FRU, as applicable. City, Servicer or Motorola may provide Infrastructure or FRU.
 - 6.2.5.c Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 6.2.5.d If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the City's premises.
- 6.2.6 Verify with City that Restoration is complete or System is functional, if required by City's repair Verification in the Customer Support Plan required by section 6.3.2. If Verification by City cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 6.2.7 Escalate the Case to the appropriate party upon expiration of a Response time.
- 6.2.8 Close the Case upon receiving notification from City or Servicer, indicating the Case is resolved.
- 6.2.9 Notify City of Case Status as defined required by the Customer Support Plan:
 - 6.2.9.a Open and closed; or
 - 6.2.9.b Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
- 6.2.10 Provide Case activity reports to City.

6.3 City has the following responsibilities:

- 6.3.1 Contact Motorola, as necessary, to request service Continuously.
- 6.3.2 Provide Motorola with pre-defined City information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 6.3.2.a Case notification preferences and procedure.

- 6.3.2.b Repair Verification preference and procedure.
- 6.3.2.c Database and escalation procedure forms.
- 6.3.2.d Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 6.3.3 Provide the following information when initiating a service request:
 - 6.3.3.a Assigned System ID number.
 - 6.3.3.b Problem description and site location.
 - 6.3.3.c Other pertinent information requested by Motorola to open a Case.
- 6.3.4 Allow Servicicers access to Equipment.
- 6.3.5 Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.
- 6.3.6 Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 6.3.7 Maintain and store in an easily accessible location proper System backups.
- 6.3.8 For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 6.3.9 Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by City in accordance with section 3.2.
- 6.3.10 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

Severity Definitions Table

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

Response Times Table (City's Response Time Classification is designated in the Service Agreement)

Severity Level	Regular Response Time	Premier Response Time	Limited Response Time
Severity 1	Within 4 hours from receipt of Notification Continuously	Within 2 hours from receipt of Notification Continuously	Within 4 hours from receipt of Notification Standard Business Day
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day

7.0 Definitions:

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 7.1 **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 7.2 **Case:** Electronic tracking document for requests for service through the System Support Center.
- 7.3 **Case Status:** Identifier of the status of a Case from beginning to end.
- 7.4 **Component(s):** Motorola new or refurbished parts of equal quality.
- 7.5 **Configuration Change Support:** A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleetmapping is not included in Configuration Change Support.
- 7.6 **Connectivity:** Establishment of remote access to the System via dial up or fixed dedicated links.
- 7.7 **Continuously/Continuous:** Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 7.8 **Core Release:** A new version of Software that adds Standard Features and major enhancements. These new versions are signified by changes to the first digit of the version identifier number (e.g. SmartZone 2.0.3 to SmartZone 3.0).
- 7.9 **Customer:** The end-user Customer as identified in the Agreement.
- 7.10 **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 7.11 **Elements:** Those device types present on the Customer's System whose status may be communicated to the SSC.
- 7.12 **Enhancement Release:** A superseding issue of Software, which adds to, improves, or enhances the performance of Standard Features contained in the then currently shipping Software version. These releases are signified by changes to the second digit of the version identifier number (e.g. SmartZone 3.1 to SmartZone 3.2).

- 7.13 **Equipment:** The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 7.14 **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 7.15 **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 7.16 **Feature:** A Software functionality
- 7.17 **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 7.18 **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 7.19 **FRU:** Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 7.20 **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 7.21 **Infrastructure Depot Operations (IDO):** A Motorola facility located in Elgin, Illinois, the purpose of which is to serve as Motorola's centralized location for infrastructure repair.
- 7.22 **ISD:** The Integrated Solutions Division of Motorola's Commercial, Government, and Industrial Solutions Sector, including Motorola's affiliated company, Printrak International, Incorporated ("Printrak").
- 7.23 **Loaner:** Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 7.24 **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components,, and placing the Equipment back into operation.
- 7.25 **Motorola Software:** Software whose copyright is owned by Motorola or its affiliated company.
- 7.26 **Non-Motorola Software:** Software whose copyright is owned by a party other than Motorola or its affiliated company.
- 7.27 **Notification:** The point in time when the Customer contacts Motorola and requests service.
- 7.28 **Optional Feature:** An additional Feature issued with a Core Release that is available to Customer at additional cost.
- 7.29 **Radio Support Center (RSC):** A Motorola facility located in Elgin, Illinois, the purpose of which is to serve as Motorola's centralized location for radio repair.
- 7.30 **Response:** The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
- 7.31 **Restore/Restoration/Restoral:** The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 7.32 **Servicer:** A Motorola Authorized Service Station or Motorola Field Service personnel.
- 7.33 **Severity Level:** The degree of adverse impact of an issue or Event.
- 7.34 **Software:** The software furnished with the System, including any Motorola Software and Non-Motorola Software.
- 7.35 **Software License Agreement:** The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including Core Releases and Enhancement Releases.
- 7.36 **Special Product Feature:** A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
- 7.37 **Standard Business Day:** Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 7.38 **Standard Feature:** A software functionality for components of Customer's System that is available to Customer in the standard software release.
- 7.39 **Start Date:** Effective start date as listed on the Agreement.

- 7.40 **System:** The communications system as defined in the Communications System Agreement or other applicable Agreement.
- 7.41 **System Acceptance:** Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
- 7.42 **System Support Center (SSC):** A Motorola facility located in Schaumburg, Illinois, the purpose of which is to serve as Motorola's centralized system support facility to compliment the field support resources.
- 7.43 **System Test:** Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 7.44 **Systemic:** A recurring Software or hardware defect that significantly affects the operation of the System.
- 7.45 **Technical Support Operations (TSO):** A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Commercial Government and Industrial Solutions Sector) or who have a contract for technical support services.
- 7.46 **Vendor:** Any manufacturer or third party that services or repairs Infrastructure or subscriber equipment.
- 7.47 **Verification:** Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
- 7.48 **Work-around:** A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.
- 7.49 **Work Flow:** A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

**EXHIBIT B
PRICING**

CLIN	Qty	Model/Option	Description	Monthly Ext	Extended
			***** Recurring Services *****		
-		SVC01SVC1102C	DISPATCH SERVICE		
	1	SVC248AA	ENH: DATATAC 2.02 SITE	\$39.75	\$477.00
	2	SVC249AA	ENH: DATATAC 2.02 STATION	\$13.50	\$162.00
	1	SVC240AA	ENH: SMARTNET SITE	\$55.55	\$666.60
	14	SVC241AA	ENH: SMARTNET STATION	\$94.50	\$1,134.00
-		SVC01SVC1104C	TECHNICAL SUPPORT SERVICE		
	1	SVC135AA	ENH: SMARTNET SITE	\$16.00	\$192.00
	14	SVC136AA	ENH: SMARTNET STATION	\$129.50	\$1,554.00
	2	SVC144AA	ENH: DATATAC 2.02 STATION	\$18.50	\$222.00
	1	SVC147AA	ENH: SMARTNET SYSTEM	\$55.00	\$660.00
-		SVC01SVC1220C	RADIO REPAIR SERVICE		
	60	SVC27AA	ENH: XTS5000	\$252.00	\$3,024.00
	333	SVC469AA	ENH: RADIO REPAIR MTS2000	\$1,398.60	\$16,783.20
	152	SVC467AA	ENH: RADIO REPAIR MCS2000	\$638.40	\$7,660.80
	3	SVC456AA	ENH: RADIO REPAIR LCS2000	\$12.60	\$151.20
	197	SVC475AA	ENH: RADIO REPAIR MTX8000	\$709.20	\$8,510.40
	3	SVC495AB	XTL5000 - MOBILE	\$18.60	\$223.20
-		SVC01SVC1423C	LOCAL RADIO SUPPORT SERVICE		
	3	SVC355AA	ENH: LRS LCS2000	\$7.50	\$90.00
	152	SVC366AA	ENH: LRS MCS2000	\$418.00	\$5,016.00
	333	SVC368AA	ENH: LRS MTS2000	\$832.50	\$9,990.00
	197	SVC374AA	ENH: LRS MTX8000	\$443.25	\$5,319.00
	60	SVC27AB	ENH: XTS5000	\$330.00	\$3,960.00
	3	SVC587AB	XTL5000 - MOBILE	\$10.50	\$126.00
		SVC01SVC1220C	RADIO REPAIR SERVICE		
	4	SVC27AA	ENH: XTS5000	\$16.80	\$201.60
		SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE		
	2	SVC218AA	SITES	\$200.00	\$2,400.00
	20	SVC219AA	STATION(S)	\$900.00	\$10,800.00
	8	SVC220AA	OPERATOR POSITIONS	\$320.00	\$3,840.00
	8	SVC223AA	CONTROL STATIONS	\$100.00	\$1,200.00
	1	SVC987AA	CENTRAL ELECTRONICS BANKS (CEB)	\$45.00	\$540.00
		SVC01SVC1420C	SP - LOCAL INFRASTRUCTURE REPAIR		
	8		CLASSIC CRT CONSOLE	\$307.68	\$3,692.16
	1		BI-DIRECTIONAL AMPLIFIER	\$38.46	\$461.52
	1		SMARTNET CONTROLLER	\$115.38	\$1,384.56
	8		CONTROL STATION	\$98.48	\$1,181.76
	10		SMARTNET STATION	\$538.50	\$6,462.00
	2		DATATAC STATION	\$107.70	\$1,292.40
	1		RNC3000	\$138.46	\$1,661.52
	8		CONVENTIONAL STATION	\$430.80	\$5,169.60
	1		CENTRAL ELECTRONICS BANK (CEB)	\$76.92	\$923.04
		SVC01SVC1423C	LOCAL RADIO SUPPORT SERVICE		
	2	SVC27AB	ENH: XTS5000	\$11.00	\$132.00
			Subtotal - Recurring Services	\$ 8,938.63	\$ 107,263.56
			Subtotal - One-Time Event Services	\$.00	\$.00
			Total	\$8,938.63	\$107,263.56
			Taxes	-	-
			Grand Total	\$ 8,938.63	\$ 107,263.56

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MOTOROLA RADIO SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CTR- CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
CREATIVE COMMUNICATIONS (AZ)	PHOENIX	AZ
CREATIVE COMMUNICATIONS (AZ)	PHOENIX	AZ
CREATIVE COMMUNICATIONS (AZ)	PHOENIX	AZ
CREATIVE COMMUNICATIONS (AZ)	PHOENIX	AZ
CREATIVE COMMUNICATIONS (AZ)	PHOENIX	AZ
CREATIVE COMMUNICATIONS (AZ)	PHOENIX	AZ
CREATIVE COMMUNICATIONS (AZ)	PHOENIX	AZ
CREATIVE COMMUNICATIONS (AZ)	PHOENIX	AZ
CREATIVE COMMUNICATIONS (AZ)	PHOENIX	AZ



SERVICE AGREEMENT

Attn: National Service Support
 1307 East Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: S00001002231
 Contract Modifier: RN01-APR-07 19:48:29
 Supercedes Agreement(s):

Date: 04/30/2007

Company Name:	Chandler Purchasing Dept, City Of
Attn:	
Billing Address:	249 E Chicago St
City, State, Zip:	Chandler, AZ 85225
Customer Contact:	Vicki Szczepkowski
Phone:	(480)782-4149
Fax:	

Required P.O.: No
 Customer # : 1011010824
 Bill to Tag # : 0001
 Contract Start Date: 07/01/2007
 Contract End Date: 06/30/2008
 Anniversary Day: Jun 30th
 Payment Cycle: ANNUAL
 Tax Exempt: Pays All Taxes
 PO # :

CLIN	Qty	Model/Option	Description	Monthly Ext	Extended
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SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$ 8,938.63	\$ 107,263.56
	Subtotal - One-Time Event Services	\$.00	\$.00
	Total	\$8,938.63	\$107,263.56
	Taxes	-	-
	Grand Total	\$ 8,938.63	\$ 107,263.56
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Subcontractor(s)	City	State
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MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
CREATIVE COMMUNICATIONS (AZ)	PHOENIX	AZ
CREATIVE COMMUNICATIONS (AZ)	PHOENIX	AZ
CREATIVE COMMUNICATIONS (AZ)	PHOENIX	AZ
CREATIVE COMMUNICATIONS (AZ)	PHOENIX	AZ
CREATIVE COMMUNICATIONS (AZ)	PHOENIX	AZ
CREATIVE COMMUNICATIONS (AZ)	PHOENIX	AZ
CREATIVE COMMUNICATIONS (AZ)	PHOENIX	AZ
CREATIVE COMMUNICATIONS (AZ)	PHOENIX	AZ
CREATIVE COMMUNICATIONS (AZ)	PHOENIX	AZ

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

Dan Kimpe (Dan Kimpe) Area Service Mgr 5.25.07

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

Sean O'Neal

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

FAX