



SYSTEM PURCHASE AGREEMENT (Radio Systems)

THIS AGREEMENT (“Agreement”) is made and entered into this 5th day of December, 2017 by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Texas (“Motorola” or “Seller”) and the City of Fort Worth, Texas, a body corporate and politic (“Purchaser”).

WITNESSETH:

WHEREAS, the Purchaser desires to purchase a Communications System (“System”); and

WHEREAS, Motorola desires to sell a System to Purchaser; and

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

WHEREAS, H-GAC and Motorola entered into that certain Contract dated as of May 1, 2015 (the “Contract”), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6 of the Contract, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

- Exhibit A General Provisions.
- Exhibit B Motorola Software License Agreement.
- Exhibit C Technical and Implementation Documents, all dated 12/05/17.
- Exhibit D Motorola/H-GAC Contract dated May 1, 2015.



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Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1 SCOPE OF WORK

A. Motorola shall furnish all of the equipment and software as outlined in Exhibit C and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

- (1) Provide a designated Project Director.
- (2) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed.
- (3) Provide adequate telephone or other communications lines (including modem access and adequate interfacing networking capabilities) for the installation, operation and support of the equipment.
- (4) Provide adequate space, air conditioning and other environmental conditions, and adequate and appropriate electrical power outlets, distribution, equipment and connections for the installation, operation and support of the equipment.
- (5) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

Section 2 SITES

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola and set forth in Exhibit C. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price or schedule adjustments are



necessary as a result of these new or replacement sites, such adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

Section 3 SUBSURFACE/STRUCTURAL CONDITIONS

This Agreement is predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, adverse environmental and/or latent conditions at any site differing from those indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall promptly investigate the conditions and, if found to be different, will adjust the plans and/or specifications as may be necessary. Any changes that cause an adjustment in the contract price or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

Section 4 PERIOD OF PERFORMANCE

A. Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within the time interval specified in Exhibit C (if applicable). A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.

B. Whenever a party knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, the party shall within thirty (30) days give the other party notice thereof and may request an extension of time to perform the work.

C. In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that Purchaser will accept shipment, and make payment as required by this Agreement.

D. It is also agreed that equipment shipping dates reflected in this Agreement are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

Section 5 ACCEPTANCE CRITERIA

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A. Motorola will test the System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing (“System Acceptance”) at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems or phases of the System, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems or phases. Minor omissions or variances in performance which do not materially affect the operation of the System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

B. Motorola agrees to notify Purchaser when the System is ready for acceptance testing. Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.

C. Motorola may, but is not obligated to, issue written authorization for Purchaser to use the System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola. Any use of the System without prior written authorization by Motorola shall constitute System Acceptance.

Section 6 PAYMENT SCHEDULE

A. Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of \$1,602,101.00, which includes the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit “C”.

B. Payments to Motorola shall be made according to the following milestones:

1. 20% of the total contract price is due when Purchaser executes this Agreement;
2. 60% of the total contract price will be invoiced immediately after the Equipment is shipped from Motorola’s facilities;
3. 10% of the total contract price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and
4. 10% of the total contract price will be invoiced immediately after System Acceptance.



Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

C. In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D. Payments to Motorola shall be made as follows:

- (i) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.
- (ii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of Motorola/H-GAC Contract dated May 1, 2015.

F. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the date as set forth above and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

G. Extended Pricing. Motorola shall offer additional equipment and services to the Purchaser and third party users, identified as a primary agency user of the System (Forth Worth Regional Radio System), at H-GAC pricing provided in the Contract, or any subsequent renewal or new contract, with the following discounts:

- 1) 5.00% on fixed network equipment/systems integration services/project management services; and
- 2) 20.00% discount on all subscriber/mobile units and flash kits.

These discounts are valid for four (4) years starting on the effective date of this Agreement.

With respect to the HGAC administrative fee and shipping, title and risk of loss- Section 6(E) of this Agreement and Section 3 of Exhibit A, respectively, shall apply to all purchases made from this section 6(G).

Section 7 PROJECT MANAGEMENT

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A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

Section 8 NOTICE ADDRESSES

A. Motorola Solutions, Inc.
500 W. Monroe Street, 43rd Floor
Chicago, IL 60661
Attn.: Law Department

B. City of Fort Worth
ATTN: _____
200 Texas Street
Fort Worth, Texas 76102

C. Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Attn.: Public Services Manager

Section 9 ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

The main body of this Agreement.

Exhibit A General Provisions.

Exhibit B Motorola Software License.

Exhibit C Technical and Implementation Documents

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable)

Exhibit D Motorola/H-GAC Contract dated May 1, 2015.

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Section 10 DISPUTES

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Motorola and the Purchaser will bear their own costs but will share the cost of the mediator equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure (“ADR”).

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. All communications pursuant to the negotiation and mediation will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Section 11 SEVERABILITY

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

Section 12 HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.



Section 13 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 6 (Payment Schedule) if any payment obligations exist; Section 9 (Order of Precedence); Section 10 (Disputes); Section 11 (Severability); Section 12 (Headings and Section References); Section 13 (Survival of Terms) and Section 14 (Full Agreement).

Section 14 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties. The preprinted terms and conditions found on any Purchaser purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs that document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

MOTOROLA SOLUTIONS, INC.

PURCHASER

By: Jessica Pourciau
(Signature)

By: Susan Alanis
(Signature)

Name: Jessica Pourciau

Name: Susan Alanis
Assistant City Manager

Title: Area Sales Manager

Title: _____

Date: December 5, 2017

Date: 12/18/2017

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CITY OF FORT WORTH

APPROVAL RECOMMENDED:


By: _____
Name: _____
Title: _____

ATTEST:


By:  _____
Name: Mary Kayser
Title: City Secretary



CONTRACT COMPLIANCE MANAGER:
By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By:  _____
Name: STEVE STRUFFLER
Title: ASST DIRECTOR

APPROVED AS TO FORM AND LEGALITY:

By:  _____
Name: John B. Strong
Title: Assistant City Attorney

CONTRACT AUTHORIZATION:

M&C: C-28495
Date Approved: 12-5-2017

Form 1295 Certification No.: 2017-268680



**EXHIBIT A
GENERAL PROVISIONS
MOTOROLA SOLUTIONS, INC.**

Section 1 STANDARDS OF WORK

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

Section 2 TAXES

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

Section 3 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

Section 4 CHANGES IN THE WORK

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

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Section 5 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action shall be brought for any breach of this contract more than two (2) years after the accrual of such cause of action except for money due upon an open account.

Section 6 EXCUSABLE DELAYS

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 7 DEFAULT

A. If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions) and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for a default by Purchaser for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Purchaser is the defaulting party, Motorola may stop work on the project until it approves the Purchaser's cure plan.

B. If a defaulting party fails to cure the default as provided above in Section 7.A, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the



defaulting party will promptly return to the non-defaulting party any of its confidential information. If Purchaser is the non-defaulting party, terminates this Agreement as permitted by this Section, and completes the System through a third party, Purchaser may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the contract price. Purchaser will mitigate damages and provide Motorola with detailed invoices substantiating the charges. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 8 DELAYS BY PURCHASER

If the Purchaser is responsible for delays in the schedule set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays if Motorola requests compensation. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 9 LICENSES/AUTHORIZATION

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

Section 10 INDEMNIFICATION

Motorola agrees to and hereby indemnifies and saves Purchaser harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Purchaser by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 11 WARRANTIES



A. **WARRANTY PERIOD.** Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance (“Warranty Period”) in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below and the Software Warranty set forth in the Software License Agreement will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola’s control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola’s control, including Purchaser or its employees, contractors, consultants or agents.

C. **EQUIPMENT WARRANTY.** Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola’s liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

THIS WARRANTY DOES NOT APPLY TO

- a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.



- b) Defects or damage occurring from misuse, accident, liquids, neglect or acts of God.
- c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this System Purchase Agreement.
- d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.
- e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.
- f) Equipment that has had the serial number removed or made illegible.
- g) Batteries (because they carry their own separate limited warranty).
- h) Freight costs to the repair depot.
- i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.
- j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.
- k) Software.
- l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR

CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 12 CONFIDENTIAL INFORMATION

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and/or CONFIDENTIAL will be released as necessary under the following conditions:

- (1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.
- (2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.
- (3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

Section 13 SOFTWARE LICENSE

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software pursuant to the Software License Agreement, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply and the copyright owner will have all of Motorola's rights and protections under the Software License Agreement.



Section 14 PATENT INDEMNIFICATION

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

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

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

D. This Section 14 provides Purchaser's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Purchaser has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection



with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 5.

Section 15 DISCLAIMER OF PATENT LICENSE

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

Section 16 WAIVER

Failure or delay on the part of Motorola or Purchaser to exercise a right or power hereunder shall not operate as a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

Section 17 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 18 ASSIGNABILITY

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

Section 19 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2 (Taxes); Section 5 (Limitation of Liability); Section 7 (Default); Subsection 11.F (Disclaimer of Implied Warranties); Section 12 (Confidential

Information); Section 13 (Software License); and Section 16 (Waiver); Section 17 (Governing Law) and Section 19 (Survival of Terms).

Section 20 ADMINISTRATOR LEVEL ACCOUNT ACCESS

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

Section 21 MAINTENANCE SERVICE

If this Agreement contains a Warranty and Maintenance Plan, then, during the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Warranty and Maintenance Plan and Service Terms and Conditions. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services during the Warranty Period, or any maintenance and support services after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance and support will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.



Exhibit B

Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the City of Fort Worth, Texas ("Licensee").

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

City of Fort Worth
Outdoor Warning System Upgrade
GPS and Enhanced Data Add

December 5, 2017
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Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

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

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Section 4 LIMITATIONS ON USE

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

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third



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

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

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.



Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.



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

Section 7 TRANSFERS

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

Section 8 TERM AND TERMINATION

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

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

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



repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

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

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and confidential information and are Motorola's trade secrets. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement or expressly in writing by Motorola. Licensee will take necessary and appropriate precautions to maintain the confidentiality and guard against the unauthorized disclosure of the Software and Documentation. Licensee will limit access to the Software and Documentation only to Licensee's employees who "need to know" and are authorized to use the Software and Documentation as permitted by this Agreement.

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL



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

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

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

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

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

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

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect



to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

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



Exhibit C

Technical and Implementation Documents

City of Fort Worth
Outdoor Warning System Upgrade
GPS and Enhanced Data Add



Motorola Solutions Confidential Restricted

December 5, 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Exhibit C 1

OUTDOOR WARNING SYSTEM UPGRADE AND GPS/ENHANCED DATA UPGRADE



The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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MOTOROLA SOLUTIONS

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December 5, 2017

Alan Girton
City of Fort Worth
1515 11th Ave
Fort Worth, TX 76102
Subject: GPS/Enhanced Data Add and Outdoor Warning System

Dear Alan,

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

To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of software, and services. Specifically, this solution is for the addition of GPS/Enhanced Data and Outdoor Warning System to the Fort Worth radio system and provides:

- One Trunked Enhanced Data Zone Level License
- Thirteen Trunked Enhanced Data Site Controller Licenses (two per RF site)
- 2000 Enhanced Data System Level User Licenses
- 1942 Flash Kits to add Trunked Enhanced Data to existing APX portable radios
- Radio Management Server Solution
- Outdoor Warning System

This proposal is subject to the enclosed Communications System Agreement (CSA), together with its Exhibits. This proposal shall remain valid for a period of 90 days from the date of this cover letter. The City of Fort Worth may accept the proposal by delivering to Motorola an executed CSA. Alternatively, Motorola would be pleased to address any concerns Customer may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Brad Rice, at (678) 618-8396.

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

Sincerely,

A handwritten signature in blue ink that reads "Jessica Pourciau".

Jessica Pourciau
Area Sales Manager
Motorola Solutions, Inc.

OUTDOOR WARNING SYSTEM UPGRADE OVERVIEW

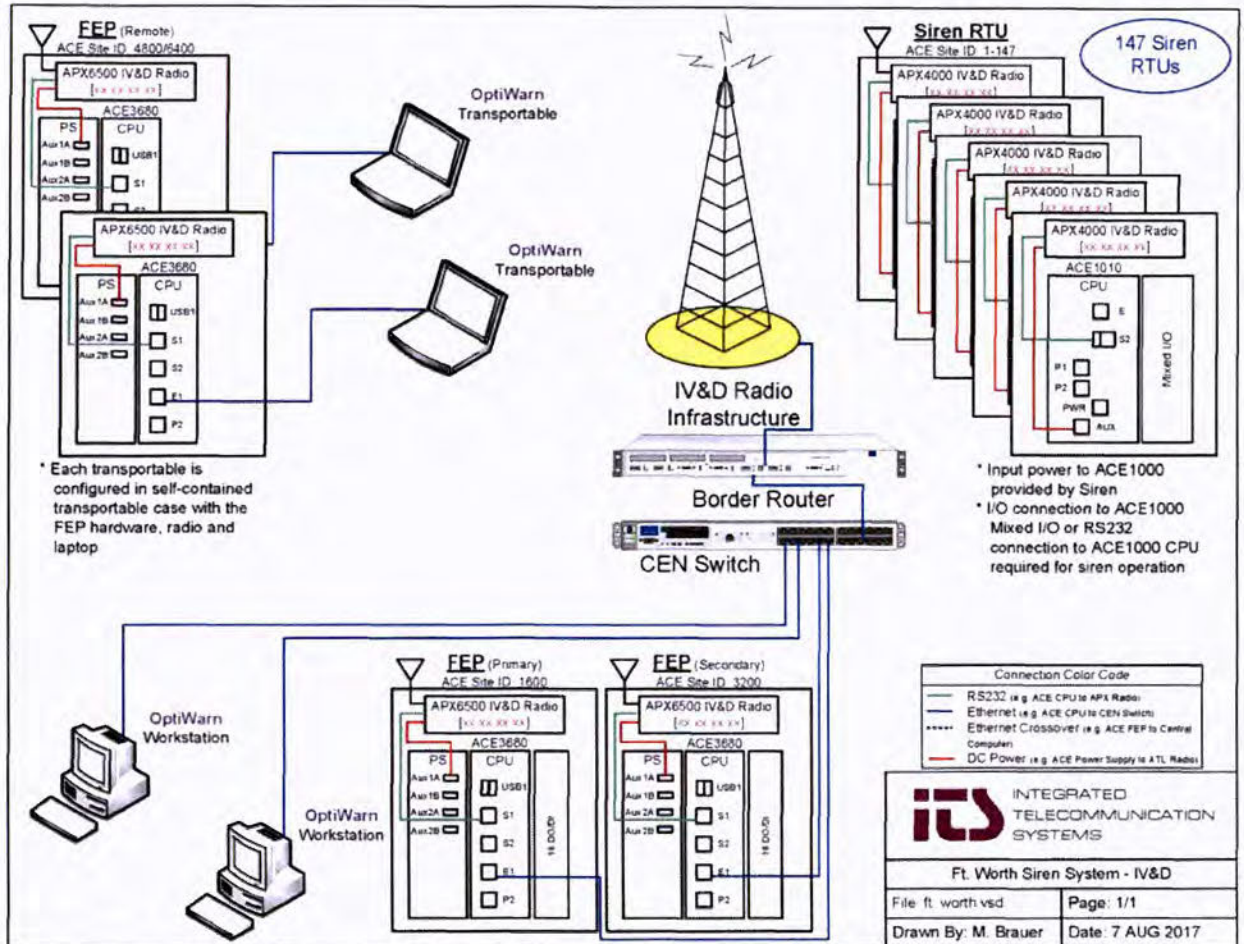
1.1 INTRODUCTION

Motorola Solutions (hereinafter referred to as Motorola) is pleased to offer the City of Fort Worth with a solution to upgraded Outdoor Warning System (OWS). Motorola's solution will leverage existing resources the City has today in order to allow them to keep the existing sirens by adding hardware to interface with the sirens and P25 system.

Motorola proposes a new control and monitoring solution to interface with existing sirens and through the City's P25 system. This control and monitoring system will use a quantity of One Hundred and Forty Seven (147) ACE1000 Remote Terminal Units (RTU) to interface with existing sirens. The ACE3600 FEP, which is connected to an activation workstation, sends an activation command through the new P25 system to the ACE1000 RTU which is connected to the existing sirens' control boards. The control and monitoring system will communicate over the City's P25 ASTRO Digital Trunked IV&D infrastructure which allows the activation commands to be sent out to all the sites simultaneously which allows all the sirens to activate at the same time. The City of Fort Worth new P25 system is deployed as a DSR system the control and monitoring solution is configured to operate on both system cores. The new system includes a two fixed activation workstations, which will have the capability to control and monitor the entire OWS system as well as two transportable /mobile activation units that will allow activation from any location that has coverage from the P25 System.



1.2 SYSTEM DIAGRAM



1.3 SOLUTION FEATURES AND CAPABILITIES

The siren control solution functions as a foundation for the management and activation of all warning sirens in your jurisdiction. The provided solution would be reliable, secure and presents an intuitive interface to emergency personnel reducing operator stress during emergency events.

LMR Communications

The siren solution from its inception, was designed to excel over narrow band VHF/UHF/800 RF systems and has been validated for many years on MSI (Motorola Solutions Inc) ASTRO Digital Trunking/Conventional networks, Analog Conventional systems, MotoTrbo systems, and 4G Networks.

Multi County Back Up

Multi County solutions can be provided which provide backup activation from multiple county emergency operation centers. For example, in a three-county system, while each county can activate

sirens within their geographical limits, after logging in with System Manager access, they can also activate the sirens in the other two counties, thereby providing an extra level of back up in preparation for a worst-case scenario.

Non-Connected Activation Points

Radio based activation points are supported for mobile command centers. These are activation points which do not have a network connection to the ASTRO Master Site.

Siren Controller Interface

The heart of the siren controller is the MSI ACE3600 FEP and ACE1000 (Remote Terminal Unit) designed for operation on all MSI communications networks. The rugged ACE3600/ACE1000 combines proven MSI RTU and radio technology with leading edge software providing public safety with reliable and secure siren activation capability. The agnostic controller allows for a clickable upgrade to the Whelen OA1 siren for supporting additional future upgrades, as it's the same RS232 interface as the current generation of Whelen Sirens

Over the Air (OTA) Protocol

The importance of the OTA protocol is downplayed in the siren industry. The primary role of the OTA protocol is to reliably transport data from the source to the destination and provide confirmation ACK's (or NACK's if the message is not received).

MSI is the only solution on the market which uses a 7-layer data link protocol, called MDLC, based on the international OSI model (Open Systems Interconnection). MDLC provides the intelligence in over the air communications required for mission critical siren activation and essential siren fault management data.

Broadcast Communications

A complex Siren activation data packet allows the system to use the small packet broadcast functionality inherent with MSI ASTRO IV&D, providing the ability to securely activate one, some, a group or all sirens simultaneously.

Role Based Access Control

Each user has a login ID and password which allows access to defined functions within the OptiWarn™ application suite. For example, EOC operators would be able to activate sirens, create groups of sirens, and view activation results. EOC maintenance personnel would be able to view faulty siren issues reported by the system and conduct functional characterization tests. EOC administrators would be able to do everything in addition to performing maintenance such as backups, updates, and report archiving.

Intuitive Interface

The GUI (Graphical User Interface) provides complete control of the siren system with minimal complexity even when scaled for larger systems. The main operator screen provides a view of all critical information an operator needs to manage the system.

The operator interface is exceptionally easy to operate and requires minimal training to facilitate system activation and monthly tests. Screen navigation allows the selection of pre-configured zones and activation scenarios.



OptiWarn supports Polygon Selection allowing an operator to create an ad-hoc activation group for unique scenario activation requirements.

Administrators can easily allocate sirens to zones and even allow sirens to be allocated to multiple zones.

Optional touch screen support allows operation on laptops, tablets and work stations.

Siren Functional Testing

OptiWarn supports a wide variety of tests suited for each siren type. These can include non-audible rotation tests for mechanical sirens and silent amplifier tests for electronic sirens. Support for monthly public activations provides verification of system operation.

Confirmation of communications to the sirens is ongoing and is admin configurable to optimize the data loading on the infrastructure.

An activation scheduler can also be provided which can automate monthly tests as well as daily/weekly silent testing.

Reporting & Logging of Alarms & Events

The OptiWarn system excels at capturing essential forensic information from activations and monthly tests as well as availability status from ongoing heartbeat communications.

Critical alarms alert personnel to the issue requiring user interaction ensuring issues are not overlooked.

Administrators have the ability to prepare custom report templates which can be accessed by others to prepare and export reports as needed.

Reports can be automatically emailed after activations and tests ensuring key personnel always have up-to-date information.



GPS AND ENHANCED DATA ADD OVERVIEW

2.1 ASTRO 25 Outdoor Location Services

The proposed solution includes Motorola's ASTRO 25 Outdoor Location Services feature. It uses Global Positioning System (GPS) Satellites to provide the location of personnel which can be fed to a map based location application to provide dispatch operators with an invaluable tool for managing and tracking personnel and resources. The ability to locate users in a mission critical situation dramatically increases user safety while improving resource allocation and responsiveness.

Figure 2-1 below shows an example of the main components for the ASTRO 25 Outdoor Location solution.



Figure 2-1: Main Components for the ASTRO 25 Outdoor Location Solution

2.1.1 ASTRO 25 Outdoor Location Server: Unified Network Services (UNS)

The Motorola Unified Network Services (UNS) application acts as a gateway for the location, telemetry, and presence information from the ASTRO radios equipped with GPS functionality and transfers data to back office applications. It simplifies the integration process for developers by receiving in disparate GPS protocols and translating them into a unified protocol out to the third party application. Additionally, it provides for intelligent routing of messages to the devices, and thus lowers traffic over the network.

The proposed solution includes 2000 location device licenses for use on the City's current UNS.

2.1.2 Location Application Programming Interface (API)

The ASTRO 25 Location Application Programming Interface (API) contains all the necessary interface documentation that a third-party application developer needs to receive location, telemetry, and presence data from the Unified Network Services Server (UNS) or now known as Intelligent

Middleware (IMW). The API pushes data messages containing location, telemetry, and presence information in near real time to the mapping application and allows support for remote commands through a set of messages that can be sent to the mobile units. This API has been included within this proposal. It will be the City's responsibility to work with their existing CAD vendor (TriTech) in order to incorporate this API into the CAD application.

To avoid the impact of Fort Worth's GPS data services on the adjacent systems that do not support Enhanced data, API has the ability to change the cadence rate or disable the location reporting when triggered by the CAD geo fence functionality.

The SOAP version of API supports the change of cadence rate or disabling the location reporting through the IMW, e.g. when triggered by the CAD geo fence functionality. The REST version of API (being shipped with IMW 5.2) will be capable of changing the cadence rate or disabling the location reporting through the IMW, e.g. when triggered by the CAD geo fence functionality, by early 2018 (may be by Q4 2017). City of Fort Worth can begin the interface development on the SOAP API and then transition to REST version (with some additional effort) in future if desired.

2.1.3 ASTRO 25 Outdoor Location Services Components

ASTRO 25 outdoor location services are provided through the addition of location services licenses on the City's current UNS.

Specifically included equipment is as follows:

- 2000 Device Licenses for Outdoor Location Services – add-on to current UNS
- 1942 Flash Kits to add Location Services to existing APX portable radios
- 50 700/800/GPS APX Antennas

2.2 Enhanced Data

2.2.1 Overview

Included within this proposal is pricing for Motorola's Enhanced Data feature. Enhanced Data is a Motorola Solutions proprietary (not P25 standard) inbound-only packet data service optimized for applications that periodically send short messages from a Subscriber (or attached device) to a CEN host, such as outdoor location services. Enhanced Data is only supported on Trunked ASTRO 25 IVD systems with GTR series site equipment and APX Subscriber units. Datagrams to be carried via Enhanced Data must use UDP/IPv4 for network transport between the Subscriber (or attached device) and the CEN. Optionally, either Header Compression (UDP/IP) or IPsec encryption (via the Encrypted Integrated Data feature) may be used together with Enhanced Data.

The Enhanced Data channel is based on the timing and signaling characteristics of the Phase 2 TDMA channel. However, both logical TDMA channels are used in tandem to provide Enhanced Data service; it is not possible to run Enhanced Data on one logical channel and voice on the other logical channel. Only inbound packet data messaging is supported – no outbound packet data messaging is supported on Enhanced Data channels. Context activation on a Classic Data channel is required before Enhanced Data messaging can be performed.

Enhanced data supports the following features:

- Confirmed (over-the-air) inbound unicast data
- Ability to specify bandwidth for specific groups (up to 6)

- RFC2507 Header Compression
- Encrypted integrated data
- Inbound FNE Mode data transmission (Repeated Data and Subscriber to Subscriber Data is not supported)

2.2.2 Load Balancing and Access Control

An Enhanced Data channel is capable of supporting multiple Subscribers. If no Enhanced Data channels are active at a site, the first Subscriber that needs to send Enhanced Data will request that a channel be assigned. From that point, the site monitors the site-wide Enhanced Data load and requests an additional Enhanced Data channel when the load passes a configured threshold known as the “Preferred Load”. Similarly, if the Enhanced Data site-wide load drops below a predetermined threshold the site releases one of the assigned Enhanced Data channels.

Lower “Preferred Load” values will tend to reduce access collisions among subscriber requests on each Enhanced Data channel, resulting in a higher probability that each Enhanced Data messaging attempt will be successful. Higher “Preferred Load” values will tend to allow more subscribers to compete for access to each Enhanced Data channel at a site, with the tradeoff being an increased chance that an Enhanced Data messaging attempt will fail.

The Enhanced Data feature allows Subscribers to be assigned to Data Agency Groups (DAGs) for the purpose of earmarking a portion of a site’s Enhanced Data bandwidth for those Subscribers. By default, all Enhanced Data Subscribers are assigned to DAG 1, and DAG 1 is configured to receive 100% of a site’s available Enhanced Data bandwidth. A maximum of six DAGs may be created within the system, and each DAG may be configured to receive a percentage of the available Enhanced Data bandwidth (known as that DAG’s protected utilization).

An Enhanced Data Subscriber’s DAG assignment is represented in the DAC value sent to the Subscriber during context activation. Any changes to an already Context Activated Subscriber’s DAG assignment will take effect upon the next Context Renewal or Context Activation. The Subscriber sends their DAG assignment to the infrastructure when requesting slots for sending an inbound packet data message. This allows the site to track the site-wide load per DAG. Under heavy load conditions, the site restricts access to the Enhanced Data channel according to the protected utilizations configured for each DAG. DAGs with no protected utilization can only get access to an Enhanced Data channel when the DAGs that are configured with a protected utilization do not use all their protected capacity.

The same Trunked channel resources are used for Enhanced Data and voice, and there is no preset (or configured) limit to the number of those channels that may be used for Enhanced Data. In order to ensure channel resources are always available for voice calls, the concept of Protected Reserved Access Data Channels is used. Note that since Enhanced Data uses both “halves” of a TDMA channel, up to 2 non-emergency group voice calls may be delayed when an Enhanced Data channel is protected from preemption.

2.2.3 Broadcast Data

Although outbound packet data messaging is not supported on Enhanced Data channels, the system will send a signaling message on the outbound Enhanced Data channel indicating a broadcast message is to be transmitted shortly on Trunked IVD data channels. This gives Enhanced Data Subscribers the opportunity to leave the Enhanced Data channel to acquire a Classic channel on which to receive the broadcast message.

2.2.4 Enhanced Data Components

Licensing has been included to add the Enhanced Data feature to the City of Fort Worth ASTRO 25 system. In order to utilize the Enhanced Data capabilities, subscribers must be equipped with the enhanced data feature, which has not been included in this proposal. Included upgrades to the City of Fort Worth ASTRO 25 system include the following:

- One Trunked Enhanced Data Zone Level License
- Thirteen Trunked Enhanced Data Site Controller Licenses (two per RF site)
- 2000 Enhanced Data System Level User Licenses
- 1942 Flash Kits to add Trunked Enhanced Data to existing APX portable radios

NOTE: The firmware version of the subscriber has to be at least R15 for enhanced data flash upgrades to work.

2.3 Radio Management Server

As a part of this proposal, Motorola has included the equipment and services required to install and configure the radio management hardware/ server. Also included are the licenses for 2500 users to be added on this radio management server.

Motorola's Customer Programming Software Radio Management application simplifies APX radio configuration and management, saving you time and money while ensuring your users can accomplish their mission without interruption. The APX CPS Management application can program up to 16 radios at one time and track which radios have been successfully programmed, providing a clear view of the entire radio fleet and a codeplug history for each radio.

For the first time, the radios have to be physically touched to be entered in the RM server. So, City will have to provide access to all of the radios systematically to complete the radio registration process before we can start programming over the air. Also no RM client laptops have been included in this proposal. Motorola can work with City of Fort Worth to set up the City provided laptop (Client) to RM jobs.



ACCEPTANCE TEST PLAN

3.1 OUTDOOR WARNING SYSTEM

3.1.1 Functional Test of Siren System Primary Activation Computer - Ancillary Functions

DESCRIPTION

All SIREN SYSTEM activation tests shall be conducted from the Siren System Primary Activation Computer unless otherwise specified. The alarms demonstrated are to be made with test equipment where it is practical to create an actual alarm or when not practical the alarm will be initiated through the use of the ACE STS programming software. The following will provide a brief introduction and description of the main display screens encountered when navigating the SIREN SYSTEM GUI (Graphic User Interface).

Operator Login screen –
Upon initial boot-up, the Primary Activation Computer will automatically log-in in standard Operator mode which allows the operator to view and acknowledge alarms, activate the sirens, and interrogate the sites. View Only mode allows the operator to view system status and monitor the system only; NO siren control and NO site interrogation will be allowed in this mode. If the system does not have an operator logged in, the user can click the Operator button on the Menu Bar and then click the Log In button which will then prompt the user to enter his/her Username and Password.

SETUP

The only setup is for this test is to have the computer turned on. All necessary software should start automatically.

VERSION #1.000

2. TEST

- Step 1 Verify the following ancillary functions are available on the Primary Activation computer by successfully logging into the SIREN SYSTEM alerting application with Operator level access (Username = OP, Password = op; not case sensitive).
- Step 2 Navigate to the Zone Siren Activation screen by clicking the Command button on the Menu Bar.
- Step 3 Select all Zones by clicking on the ALL SITES button. Verify all zone buttons including ALL SITES appear with yellow highlight.
- Step 4 Deselect all zones by clicking on the Clear Select button located near the bottom of the Siren Command Screen. Verify all zone buttons lose yellow highlight.
- Step 5 Select individual zones by clicking on the individual zone buttons (e.g. Northwest, Northeast, Southwest, and Southeast). Verify proper zone selection appears with yellow highlight.
- Step 6 Press Clear Select button to reset all selections. Verify all zone buttons lose yellow highlight.

Pass____ Fail____



Outdoor Warning System

3.1.2 Graphical User Interface – Map Screen

3.1.2 DESCRIPTION

Upon successful log-in, the user is taken directly to the Map screen where overall system status can be viewed. An icon is shown for each siren site and is color-coded for current general status of the corresponding site located in the general location of the site on the system map. Clicking on any of the siren site icons will take the user to the appropriate Siren Status screen to view specific information for the sirens.

This test verifies that the SIREN SYSTEM Map Screen functions properly.

SETUP

Navigate to the Map screen by clicking on the Map button from the Menu Bar.

VERSION #1.000

2. TEST

- Step 1 Verify general alarm status indications for each site are shown correctly – solid green for no alarms, solid red for acknowledged alarms, blinking red/yellow for unacknowledged alarms, blinking green/yellow for sites with alarms that have returned to normal prior to being acknowledged.
- Step 2 Verify that clicking on any of the Siren Site icons brings the user to the Siren Status screen.

Pass ____ Fail ____



Outdoor Warning System

3.1.3 Graphical User Interface – Site List

DESCRIPTION

This test verifies that the SIREN SYSTEM Site List screen functions properly.

SETUP

Navigate to the Site List screen by clicking on the Site List button on the Siren Status screen.

2. TEST

- Step 1 Verify the Site List pop-up window appears.
- Step 2 Verify proper site name, siren type, and street address along with Federal Signal siren type is displayed for each site.
- Step 3 Scroll up and down through the list and verify information is properly displayed.
- Step 4 Press the Go To Site... button and enter a number from 1-40 and verify site is placed at the top of the site list unless site number is too high where the last site in the list would exceed the max of 40 in which case, the selected site should still be displayed but not at the top of the list.
- Step 5 Verify proper site name for both Computer/FIU locations.

VERSION #1.000

Pass____ Fail____



Outdoor Warning System

3.1.4 Alarm Processing - Acknowledged Alarm

DESCRIPTION

This segment of the test verifies that the bi-state siren site alarms are processed and communicated to the Siren System Primary Activation Computer. The alarms will be generated from a combination of simulated alarms associated with the test siren setup or via software.

The Alarm indicators on the Siren Status Screen shall have the following characteristics:

Alarms

- If it is normal than the indicator is dark green
- If an alarm is active and is not acknowledged than the indicator is blinking in red/yellow colors
- If an alarm is active and acknowledged than indicator is solid red
- If an alarm returns to normal but is not acknowledged, than the indicator is blinking in yellow/dark green colors
- If an alarm returns to normal and is acknowledged than the indicator is dark green

Status

- For event status the color scheme is dark green for "standby" state.
- Bright green for "active state"

SETUP

Navigate to the Siren Status screen by clicking the Status button and then clicking the Sirens button on the Status Selection pop-up screen.

VERSION #1.000

2. TEST

- Step 1 The Siren Communication status should show ALARM on all RS232-based sirens since the associated ACE RTU is not connected to a live Federal Signal Siren during staging. This status will be disabled and represented by a gray box for any mechanical sirens.
- Step 2 Create an alarm condition on a mechanical siren site by toggling the associated digital input (DI#3).
- Step 3 Verify that the colored status for the associated alarm on the Primary Activation computer is blinking red and yellow and that the "state" text is red and is displayed for the correct alarm point and site.
- Step 4 Click the associated site "acknowledge" button on either computer and verify the alarm status becomes solid red.
- Step 5 Navigate to the Alarm Summary screen and verify that the alarm displays in red text on the Alarm Summary window followed by black text with the time stamp associated with both events.
- Step 6 Return the alarm point to the normal condition. Verify that the colored status bullet for the associated alarm returns to normal on both computers.
- Step 7 Verify that the alarm text has an additional entry in green on the Alarm Summary.

Pass____ Fail____



Outdoor Warning System

3.1.5 Alarm Processing - Unacknowledged Alarm

DESCRIPTION

This segment of the test verifies that the bi-state siren site alarms are processed and communicated to the Siren System Primary Activation Computer. The alarms will be generated from a combination of simulated alarms associated with the test siren setup or via software.

The Alarm indicators on the Siren Status Screen shall have the following characteristics:

Alarms

- If it is normal than the indicator is dark green
- If an alarm is active and is not acknowledged than the indicator is blinking in red/yellow colors
- If an alarm is active and acknowledged than indicator is solid red
- If an alarm returns to normal but is not acknowledged, than the indicator is blinking in yellow/dark green colors
- If an alarm returns to normal and is acknowledged than the indicator is dark green

Status

- For event status the color scheme is dark green for "standby" state.
- Bright green for "active state"

SETUP

No additional setup is necessary.

VERSION #1.000

2. TEST

- Step 1 Create an alarm condition on a mechanical siren site by toggling the associated digital input (DI#3).
- Step 2 Verify that the colored status for the associated alarm on the Primary Activation computer is blinking red and yellow and that the "state" text is red and is displayed for the correct alarm point and site.
- Step 3 Navigate to the Alarm Summary screen and verify that the alarm displays in red text on the Alarm Summary window.
- Step 4 Return the alarm point to the normal condition. Verify that the colored status bullet for the associated alarm returns to normal but remains blinking green and yellow on both computers.
- Step 5 Click the associated site "acknowledge" button on either computer and verify the alarm status becomes solid green.
- Step 6 Verify that the alarm text has two additional entries in green (return to normal) and black (acknowledged) on the Alarm Summary.

Pass____ Fail____



Outdoor Warning System

3.1.6 Graphical User Interface – FIU Status Screen

DESCRIPTION

This segment of the test verifies that the bi-state FIU site alarms are processed and communicated to the Siren System Primary Activation Computer. The alarms will be generated from real alarms associated with the FIU sites.

The alarm point indicators are preconfigured for the SIREN SYSTEM. There are up to three (3) alarm points per FIU. The Alarm indicators on the FIU Status Screen shall have the following characteristics:

Alarms

- If it is normal than the indicator is dark green
- If an alarm is active and is not acknowledged than the indicator is blinking in red/yellow colors
- If an alarm is active and acknowledged than indicator is solid red
- If an alarm returns to normal but is not acknowledged, than the indicator is blinking in yellow/dark green colors
- If an alarm returns to normal and is acknowledged than the indicator is dark green

SETUP

A charged ACE battery must be present in order to pass this test. After the PWR IN cable has been removed it will take around 60 seconds for the Alarm to reach the Server. The reason this alarm takes so long is that there is an embedded delay timer within the application to rule out a site only losing power for a few seconds.

VERSION #1.000

2. TEST

- Step 1 Select an FIU for the test and remove the PWR IN cable on the Power Supply module or unplug the AC power cord.
*as the siren RTUs are to be powered by the Federal Signal siren batteries, this test is N/A for them
- Step 2 Verify that PWR light turns Yellow and the BATT light turns Red on the ACE Power Supply Module.
- Step 3 After approximately 60 seconds, verify that an ACE CPU AC Voltage alarm for the appropriate FIU is received on the FIU Status screen on all three computers.
- Step 4 Reconnect PWR IN cable to Power Supply module. Verify the PWR light returns to Green and the BATT light starts blinking indicating the battery backup is being charged.
- Step 5 After approximately 60 seconds, verify the ACE CPU AC Voltage alarm returns to normal.
- Step 6 Disconnect the Ethernet cable to the Backup FIU. Within 25 minutes, an ACE CPU Comm alarm will appear on the computer.
- Step 7 Reconnect the Ethernet cable to the Backup FIU and interrogate the FIU via Interrogation pop-up window.
- Step 8 Verify the ACE CPU Comm alarm returns to normal.

Pass ____ Fail ____



Outdoor Warning System

3.1.7 Computer to ACE FIU Communication Status

DESCRIPTION

This test verifies that if the MODBUS connection between the Siren System Primary Activation Computer and the corresponding FIU is disconnected that an alarm will be present on the computer.

The connection between the Siren Activation Computer and its associated FIU is an Ethernet link.

SETUP

2. TEST

Step 1 Disconnect the Ethernet link from the computer.

* Port P11 is the Modbus port for the Primary and Backup FIUs.

Step 2 An alarm will be created causing the Modbus Failure pop-up screen to appear on the local computer. Should display Current Communication Status alarm with an associated Acknowledge button.

Step 3 Verify the existence of an Modbus Comp Comm alarm for the appropriate FIU site.

Step 4 Reconnect the Ethernet link.

Step 5 Verify the Modbus Failure pop-up shows blinking Normal on the local computer. Click the Acknowledge button and the pop-up window should disappear.

Step 6 Check that the Modbus Comp Comm alarm is normal on the other "remote" computers.

VERSION #1.000

Pass ___ Fail ___



Outdoor Warning System

3.1.8 Graphical User Interface – Alarm Summary Screen

DESCRIPTION

The Alarm Summary Screen provides a text display of all alarms currently present in the system. On this screen, the operator can toggle between the alarm summary detail and the alarm history detail by clicking the "Summary" and "History" buttons. In Alarm History mode, a chronological list of the most recent 2500 alarms and events is displayed. In Alarm Summary mode, only the current alarms are displayed – i.e. items currently in alarm or have not yet been acknowledged.

Additionally, the display can be filtered to show only alarms based on site number, by zone, or by priority.

Alarms and events are all logged with date and time when the alarm or event took place. In addition, the alarms and events are also color-coded – red for alarms, green for return to normal, black for acknowledge and blue for events.

This test verifies that the SIREN SYSTEM Alarm Summary screen functions properly.

SETUP

Navigate to the Alarm Summary screen by clicking on the AlarmSum button from the Menu Bar.

2. TEST

- Step 1 Verify the Alarm Summary screen has been logging alarms, events, and acknowledges properly.
- Step 2 Verify mode toggling between default Alarm/Event History and Alarm Summary by pressing the Summary and History buttons.
- Step 3 Verify alarm filtering functionality of only alarms/events associated with the FIUs by clicking the All FIUs button.
- Step 4 Verify alarm filtering functionality of only alarms/events associated with all of the siren sites by clicking the All Sirens button.
- Step 5 Verify alarm filtering functionality of only alarms/events associated with the sirens in Zone XX by clicking the Zone XX buttons.
- Step 6 Verify alarm filtering functionality of only alarms/events associated with a specific siren by clicking the XXX button and entering a specific site number.
- Step 7 Verify alarm filtering functionality of only alarms/events with a particular priority by clicking the Hi XXX button and entering a specific priority and clicking the Low XXX button and entering the same specific priority.

VERSION #1.000

Pass ___ Fail ___

Outdoor Warning System

3.1.9 Siren Site Interrogation

DESCRIPTION

This test verifies that the user can manually interrogate sites through the Interrogation screen in the SIREN SYSTEM application.

The SIREN SYSTEM is configured to automatically interrogate the Siren Sites on a regular basis. There are three FIUs in the system and each one has the ability to interrogate the siren sites independently.

There is a DISABLE INT SCH button available to users logged in with System Manager access level which allows the user to turn off the automatic periodic interrogation cycles. This button is only affective for the FIU connected to the specific computer where this option was implemented.

SETUP

Be sure all active sites are communicating properly.

2. TEST

- Step 1 Click the Interrogate button on the Menu Bar to open the Interrogation pop-up window.
- Step 2 Verify all inactive sites display with gray text and button disabled; all active sites with an RTU Comm Fail alarm show red text with their associated button enabled; and all active sites without an RTU Comm Fail alarm show black text with their associated button enabled.
- Step 3 Click on any enabled siren site button to interrogate sites individually. Verify Current Site being Interrogated shows proper siren site number and returns to None when interrogation task is completed.
- Step 4 Click on any of the Zone buttons to interrogate the sirens within that particular zone. Verify Current Site being Interrogated shows proper siren site numbers associated with the selected zone and returns to None when interrogation task is completed.
- Step 5 Click on the ALL button to interrogate all the sirens in the system. Verify Current Site being Interrogated shows incrementing siren site numbers from 1-26 skipping any disabled sites and returns to None when interrogation task is completed.
- Step 6 Click on the ALL button to interrogate all the sirens in the system. Verify Current Site being Interrogated shows incrementing siren site numbers from 1-26. Before allowing the interrogation cycle to complete, press the Cancel button and verify cycle ceases immediately. Verify Current Site being Interrogated returns to None.

VERSION #1.000

Pass ___ Fail ___



Outdoor Warning System

3.1.10 Siren Site Communication Failure

DESCRIPTION

This test verifies that a loss of communication to each site will be reported through the Interrogation screen in the SIREN SYSTEM application.

SETUP

2. TEST

- Step 1 Click the Interrogate button on the Menu Bar to open the Interrogation pop-up window and decide on which Siren site to test.
- Step 2 Disconnect the Siren site's radio by removing the serial connection to the radio (ACE port P11).
- Step 3 Perform an interrogation to the selected Siren site by clicking on the associated site button on the Interrogation screen.
- Step 4 Confirm that an RTU Communication Failure alarm appears on the Interrogation screen (siren site number text should appear red) and is also received on the Siren Status screen for the appropriate Siren site.
* Please note that RTU Communication Fail alarms are determined independently on each FIU so this alarm will NOT necessarily appear on all computers unless the other FIU(s) interrogate that site as well.
- Step 5 Reconnect the Siren site's serial connection to the radio and interrogate the Siren site. Confirm the Siren site has returned to proper normal communication status.

Pass ____ Fail ____

VERSION #1.000



Outdoor Warning System

3.1.11 Siren Zone/All Sites Activation Quiet Test Command from Primary Computer

1. DESCRIPTION

There are two separate Siren Activation screens – Zone Siren Activation (default displayed when the Command button on the Menu Bar is pressed) is used to activate groups of sirens called zones (e.g. NW, NE, SW, SE) or ALL SITES and Individual Siren Activation (accessed from the Zone Siren Activation screen by clicking the Single Siren Activation button) is used for individual or any combination of sites siren testing. Each Siren Activation Screen contains buttons for the different siren activation sequences. The Activation screen contains Steady (3 min), Quiet Test, and Rotate Only. In Training Mode, the screen contains all of these buttons as well. The bottom row of buttons is consistent on all three screens as well and includes Clear Select, START and STOP.

This test demonstrates the sending of the Quiet Test command from the SIREN SYSTEM GUI Application to all of the Siren sites.

SETUP

Navigate to the Zone Siren Activation screen by clicking the Command button on the Menu Bar.

VERSION #1.000

2. TEST

- Step 1 From the Siren Activation Computer bring up the Zone Siren Activation screen.
- Step 2 Send a command to all sites/zones by clicking the ALL SITES button (verify yellow indicator on all zone buttons and ALL SITES), clicking Quiet Test (verify yellow indicator) and START (verify change to blinking WAIT text).
- Step 3 Verify all the zone indicators change from solid yellow to light blue. Verify the Quiet Test indication changes from solid yellow to blinking light blue and yellow.
- Step 4 Verify the test siren is running an inaudible siren test.
- Step 5 Verify the computer shows the current siren activation from the appropriate FIU under Activations in Progress on the Menu Bar.
- Step 6 Two minutes after the activation is complete, the Primary FIU will automatically initiate an interrogation cycle to retrieve the siren activation results from all the sites involved in the activation.
* The user can monitor the Siren Status screen to watch the activation results report
- Step 7 Verify the computer shows the appropriate status for all siren sites.
- Step 8 Verify the siren activation report appears properly.

Pass ____ Fail ____



Outdoor Warning System

3.1.12 Individual Siren Site Activation Command from Primary Computer

1. DESCRIPTION

There are two separate Siren Activation screens – Zone Siren Activation (default displayed when the Command button on the Menu Bar is pressed) is used to activate groups of sirens called zones (e.g. NW, NE, SW, SE) or ALL SITES and Individual Siren Activation (accessed from the Zone Siren Activation screen by clicking the Single Siren Activation button) is used for individual or any combination of sites siren testing. Each Siren Activation Screen contains buttons for the different siren activation sequences. The Activation screen contains Steady (3 min), Quiet Test, and Rotate Only. In Training Mode, the screen contains all of these buttons as well. The bottom row of buttons is consistent on all three screens as well and includes Clear Select, START and STOP.

This test demonstrates the sending of the Quiet Test command from the SIREN SYSTEM GUI Application to all of the Siren sites.

SETUP

Navigate to the Individual Siren Activation screen by clicking the Command button on the Menu Bar and then clicking the Single Siren Activation button.

VERSION #1.000

2. TEST

- Step 1 Send a command to a Siren Site by clicking on the associated siren site button (verify yellow indicator), clicking Steady (3 min) button (verify yellow indicator) and START (verify change to blinking WAIT text).
- Step 2 Verify the site indicator changes from solid yellow to light blue. Verify the Steady (3 min) indication changes from solid yellow to blinking light blue and yellow.
- Step 3 Verify the simulated siren is operating properly with the appropriate timing.
- Step 4 Verify the siren activation indicators appear on the computer.
- Step 5 Verify the timing of the indicators to be within 5 seconds between the computer and the siren operation.

Pass____ Fail____



Outdoor Warning System

3.1.13 Graphical User Interface – Siren Command Logger

1. DESCRIPTION

This test verifies that the SIREN SYSTEM Siren Command Logger screen functions properly.

This screen displays the last 100 Siren command sequences performed throughout the system. This log is actually stored and maintained by the FIU associated with the computer.

SETUP

Navigate to the Siren Command Logger screen by clicking on the Operator button and then clicking the Logger button.

2. TEST

- Step 1 Verify the Siren Command Logger shows each of the siren activation commands performed during this test.
- Step 2 Check proper Command Sequence is listed for each, sequence duration appears as expected, number of sirens effected, sequence number (starts 16xx for all commands sent from the Primary Activation computer when operating on the Plano prime site; 32xx for all commands sent from the Primary Activation computer when operating on the Allen prime site; 48xx for all commands sent from the Mobile-1 Activation computer; and 64xx for all commands sent from Mobile-2 Activation computer), and appropriate Start time and date.

VERSION #1.000

Pass____ Fail____



Outdoor Warning System

3.1.14 System Manager Screen – Active Yes/No Siren sites

1. DESCRIPTION

This test verifies that Siren sites can be enabled and disabled on the System Manager screen and this state is reflected throughout the system.

SETUP

Navigate to the System Manager Screen by clicking on the Operator button and clicking on the Manager button. The System Manager screen is only accessible if the User login and password have administrator rights.

2. TEST

- Step 1 Navigate to the System Manager screen.
- Step 2 Disable the siren site by clicking on the YES indication next to the siren site number and choose NO when prompted.
- Step 3 Navigate to the Map screen. Verify the associated siren site icon appears in gray.
- Step 4 Click the siren site icon to display the Siren Status screen. Verify all the status indications for the associated site are shown in gray.
- Step 5 Navigate to the Siren Activation screen by clicking the Activation button. Verify the associated site selection button is disabled.
- Step 6 Open the Interrogation pop-up window by clicking the Interrogate button on the Menu Bar. Verify the associated site button is disabled.
- Step 7 Navigate back to the System Manager screen and enable the siren site by clicking on the NO indication of the siren site that was disabled and choose YES when prompted.
- Step 8 Recheck the Map screen, Siren Status screen, Siren Activation screen, and Interrogation pop-up to be sure site has returned to normal status.

Pass____ Fail____

VERSION #1.000



Outdoor Warning System

3.1.15 System Manager Screen – Manual Report Generation

1. DESCRIPTION

The SIREN SYSTEM uses Microsoft Excel to generate siren activation reports. Reports are generated automatically following every siren activation involving any or all zones (i.e. reports are not automatically generated following individual siren activations).

Reports are saved under C:\Plano\Reports and have a file naming convention as follows: YYYY-MM-DD HHMMSS System Wide.xls.

SETUP

Navigate to the System Manager screen. Verify Microsoft Excel is running by making sure a flashing "Microsoft Excel NOT READY" indication does not appear in the bottom of the Menu Bar.

2. TEST

- Step 1 Navigate to the System Manager screen.
- Step 2 Click on the Sys Report button. The button text will turn green and blink to confirm the report is in the process of being created.
- Step 3 If the Report Print Enable option is selected, the report will be generated and printed to the Windows Default Printer. This is the case for the Primary Activation Computer so it will create and print out a report while the Mobile Activation computer will simply create the report.
- Step 4 Verify creation of the report by opening Windows Explorer and navigating to C:\Irving\Reports.

VERSION #1.000

Pass____ Fail____



3.2 ENHANCED DATA

3.2.1 Enhanced Data Context Activation

1. DESCRIPTION

Context Activation refers to the process a Radio uses to register for packet data service on the trunked system. For this test, the Radio is configured to initiate a context request with the system upon power-on.

SETUP

RADIO-1 - TALKGROUP 1 (Must be equipped with a display and initially Powered-off)

Note: RADIO-1 must have data capabilities enabled in the network manager.

VERSION #1.050

2. TEST

- Step 1. Power-on RADIO-1.
- Step 2. After a period of 10 seconds, observe that the radio is enabled for data services by the presence of a data icon on the radio display.
- Step 3. Using the menu buttons below the radio display, observe that the radio has a valid IP address

Pass____ Fail____



3.2.2 Preemption of Unprotected Data Channels for Voice

1. DESCRIPTION

Unprotected data channels can be preempted by radios requesting voice services. System Administrators can select the type of channel that is preempted first – P25 data or Enhanced Data.

SETUP

Protected P25 data channels – 0
Protected Enhanced Data Channels -0
Preferred data service – Enhanced Data
RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 2
RADIO-3 - SITE - Any Site

Note: Two channels in this test will be allocated for data services – Enhanced Data and P25 data

VERSION #1.060

2. TEST

- Step 1. Disable all channels at SITE 1 with the exception of the control channel, and 3 working channels.
- Step 2. Using an Enhanced data capable radio, send continuous data messages at a cadence of 15 seconds. Observe that an enhanced data channel is allocated in ZoneWatch.
- Step 3. Using a P25 data capable radio, send continuous data messages at a cadence of 15 seconds. Observe that a P25 data channel is allocated in ZoneWatch.
- Step 4. Initiate a Talkgroup Call with RADIO-1. Keep this call in progress until instructed to end the call
- Step 5. Observe in ZoneWatch that all channels are allocated.
- Step 6. Key RADIO-2 on TALKGROUP 2 and observe that the radio can make a call to RADIO-3. Observe in ZoneWatch that the Enhanced Data channel is allocated, but the P25 data channel has been converted to a voice call.
- Step 7. End the Talkgroup Call established in Step 4. End the call between RADIO-2 and RADIO-3.
- Step 8. In the network manager, change the preferred data service from Enhanced Data to P25 data. Allow time for the parameter to be distributed to the target devices.
- Step 9. Repeat Steps 1-8 to observe that the data channel that is preempted and converted to voice is the Enhanced Data channel.
- Step 10. Return all the channels in the system to service.

Pass ____ Fail ____



Enhanced Data

3.2.3 Protected P25 Data Channels

1. DESCRIPTION

Protected P25 data channels cannot be preempted by radios requesting voice services. If no voice channel resources are available and data channels are allocated at or below the protected data channel limit, radios requesting channels for new conversations are placed in a queue. Users of the same priority will move through the queue in a FIFO (first in, first out) sequence.

When a voice channel becomes available, the radio at the top of the busy queue gets a channel assignment and generates a callback tone. The callback tone alerts the user that a channel assignment was made and transmitting is now possible on the selected talkgroup.

SETUP

Protected P25 data channels – 1
RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 2
RADIO-3 - SITE - Any Site

VERSION #1.070

2. TEST

- Step 1. Simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel, 1 P25 data channel and one voice channel.
- Step 2. Using a P25 data capable radio, send continuous data messages at a cadence of 15 seconds. Observe that a P25 data channel is allocated in ZoneWatch.
- Step 3. Initiate a Talkgroup Call with RADIO-1. Keep this call in progress until instructed to end the call.
- Step 4. Observe in ZoneWatch that all channels are allocated.
- Step 5. Key RADIO-2 on TALKGROUP 2 and observe that the radio receives a busy. Observe in ZoneWatch that the data channels are allocated and RADIO-2 is in the busy queue.
- Step 6. End the Talkgroup Call established in Step 4.
- Step 7. Observe RADIO-2 receives the callback tone and can now make a call to RADIO-3 upon receipt of the callback indication.
- Step 8. End the call between RADIO-2 and RADIO-3.
- Step 9. Return all the channels in the system to service.

Pass____ Fail____



3.3 LOCATION SERVICE

3.3.1 Location Information Received

1. DESCRIPTION

The Location system will receive information on the provisioned subscribers in order to appropriately map the units on a mapping service.

Note: Location requires reception of a clear GPS signal which may not always be possible in the CCSi environment. Location tests are not recommended for staging but rather for the final destination when it is possible to perform outdoor tests more easily.

SETUP

Location services installed and configured for 15 second updates

RADIO-1 - GPS-enabled and provisioned with Location Service

Note: It is possible that an external GPS antenna may be required if testing inside CCSi.

VERSION #1.020

2. TEST

- Step 1. From the device list on the location client expand the device details for RADIO-1.
- Step 2. Verify that the Latitude, Longitude and update time are shown for RADIO-1.
- Step 3. Move the RADIO-1 location enough to cause the RADIO to report a new GPS location. Verify that the new location information is received. (will take a few seconds depending on the polling frequency, should be configured for 15 seconds in this case.)

Pass ___ Fail ___



Location Service

3.3.2 Location Update Request

1. DESCRIPTION

The Mapping Client can perform an "immediate location" request from a device. This information gets relayed to the location system and the subscriber.

Note: Location requires reception of a clear GPS signal which may not always be possible in the CCSi environment. Location tests are not recommended for staging but rather for the final destination when it is possible to perform outdoor tests more easily.

SETUP

MotoMapping Client installed.

RADIO-1 - GPS-enabled and provisioned on the location service

Note: It is possible that an external GPS antenna may be required if testing inside CCSi.

VERSION #1.020

2. TEST

- Step 1. From the device list on the mapping client, expand the device details for RADIO-1 so that the Latitude, Longitude and update time are shown.
- Step 2. Select RADIO-1 on the map and right click over it, this will display a pop up box.
- Step 3. Select "Request Immediate Update" from the displayed options.
- Step 4. Monitor the "update time" field displayed for RADIO-1 and verify that a location update is received on the Mapping Client. (this may take several seconds to arrive)

Pass____ Fail____



Location Service

3.3.3 Location Updates

1. DESCRIPTION

The Location Service send updates at configured time intervals. These intervals can be updated which will send a message to the subscriber updating the reporting parameters.

Note: Location requires reception of a clear GPS signal which may not always be possible in the CCSi environment. Location tests are not recommended for staging but rather for the final destination when it is possible to perform outdoor tests more easily.

SETUP

MotoMapping Client installed

RADIO-1 - GPS enabled and provisioned on the Location Service

Note: It is possible that an external GPS antenna may be required if testing inside CCSi.

VERSION #1.020

2. TEST

- Step 1. From the device list on the mapping client, expand the device details for RADIO-1. This will display the Latitude, Longitude and the update time.
- Step 2. Select RADIO-1 on the map and right click to bring up a pop up box.
- Step 3. Select the option "Set Location Update Frequency" and update the parameter "Delta Time to Min=30 seconds. Verify that RADIO-1 is updating every 30 seconds by looking at the device list.

Pass____ Fail____



SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS: _____ Date: _____

Please Print Name: _____

Initials: _____

Please Print Title: _____

WITNESS: _____ Date: _____

Please Print Name: _____

Initials: _____

Please Print Title: _____

WITNESS: _____ Date: _____

Please Print Name: _____

Initials: _____

Please Print Title: _____



STATEMENT OF WORK

4.1 OUTDOOR WARNING SYSTEM UPGRADE

Motorola is proposing to the City of Fort Worth, TX the installation and configuration of the following equipment to upgrade the existing Outdoor Warning System.

Site Name	Major Equipment
ACE3600 and ACE1000 Solution	Configure ACE1000 RTUS & ACE3600 FEPs to operate with the existing Siren system – based on assumptions listed below

The document delineates the general responsibilities between Motorola and the City of Fort Worth as agreed to by contract.

4.1.1 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Perform the configuration of the system as described in the System Overview of the Motorola supplied equipment described above.
- Provide connections from the back of the Primary and Backup FEP radios to the 16 DO/DI module to indicate when the radio reboots which may indicate a core switch on the DSR.
- Provide appropriate IP addressing for all of the Siren and FEP radios as well as CEN-connected FEPs and Control Centers.
- Schedule the implementation in agreement with the City of Fort Worth.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.

4.1.2 CITY OF FORT WORTH RESPONSIBILITIES

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

- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all City of Fort Worth vendors or other contractors.
- Motorola assumes all existing siren poles are able to accommodate the new ACE3600/ACE1000 RTU with NEMA Housings. Any new poles required, or modifications required to existing poles and mounting locations, for the install of the ACE3600/ACE1000 RTU is the City's responsibilities.
- The City is responsible for providing a rack for the ACE3600 FEP units.
- All physical installation of the FEPs and RTUs proposed will be performed by the City, including but not limited to providing miscellaneous hardware needed, providing and fixing enclosures at the RTU locations, antenna systems installations, any custom hardware and cabling etc.

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- An RS232 or I/O interface is possible to control/monitor the existing Whelen sirens. Any additional hardware necessary for this interface is the responsibility of the customer.
- All 147 sirens have the ability to provide power (12 – 24vdc) and solar capacity to support the new ACE1000 RTU and APX4000 portable radio.
- APX4000 portable radios for the Siren RTUs and the APX6500 mobile radios for the Siren FEPs are included with this quotation but antenna hardware and installation is NOT included. The antenna system will be a City of Fort Worth responsibility.
- This quotation does NOT include installation including but not limited to mounting the Siren ACE1000 RTUs in an appropriate enclosure (enclosure also NOT included), any interface wiring between the siren and the ACE1000 to provide control, monitoring and power.
- All sirens are mechanical in operation, no Live PA functionality required.
- The ACE1000 does NOT include an enclosure. One must be provided by the City or the ACE1000 may be able to mount inside the Whelen Siren. If an external enclosure is provided, it is recommended that a tamper switch be included and to have the switch wired into the Whelen tamper circuitry.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the customer.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No coverage guarantee is included in this proposal. Any additional mobile radio or antenna system required to meet coverage requirements will be an addition to this proposal.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.



4.2 GPS AND ENHANCED DATA ADD

Motorola is proposing to the City of Fort Worth, TX the installation and configuration of the following licenses and firmware at the specified locations to implement the GPS and Enhanced Data feature.

Site Name	Major Equipment
Eagle Mountain Master	<ul style="list-style-type: none"> • Install the GPS license on the UNS • Install the Enhanced Data System and User Licenses to the Core • Upgrade
Rolling Hills	<ul style="list-style-type: none"> • Install the Enhanced Data System and User Licenses to the Core
TMS	<ul style="list-style-type: none"> • Install the Enhanced Data System and User Licenses to the Core
All RF sites (13 Total)	<ul style="list-style-type: none"> • Download Enhanced Data operation at all RF Sites, 13 total
Existing Portables	Provide 1942 Flash Upgrades and GPS Antenna

The document delineates the general responsibilities between Motorola and the City of Fort Worth as agreed to by contract.

4.2.1 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Perform the installation of the Motorola supplied software /firmware described above.
- Schedule the implementation in agreement with the City of Fort Worth
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.

4.2.2 CITY OF FORT WORTH RESPONSIBILITIES

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

- Provide site access to all buildings, equipment shelters, and /or towers required for system installation
- Obtain all licensing, site access, or permitting required for project implementation.
- Coordinate the activities of all City of Fort Worth vendors or other contractors.
- Flash the existing 1942 subscribers with the Flash upgrade software /firmware provide by Motorola.



Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the City of Fort Worth.

Any required system interconnections not specifically outlined here will be provided by the City of Fort Worth. These may include dedicated phone circuits, microwave links or other types of connectivity



EQUIPMENT LIST

5.1 OUTDOOR WARNING SYSTEM UPGRADE

QTY	NOMENCLATURE	DESCRIPTION
Front End Processor (FEP) Hardware - CEN-connected (DSR)		
2	F7509	ACE 3600 MAIN MODEL
2	V448	ADD: ACE3600 CPU3680
2	V212	ADD: PLUG-IN ETHERNET 10/100 M PORT
2	V261	OPTN,CHGR,ADD: AC PWR PS 100-240 V W/ BAT CHGR
2	V328	ADD: 10 AH BACKUP BATTERY
2	VA00196	ADD: ASTRO 25 DIGITAL TRUNKING
2	VA00201	ADD: 700/800MHZ MOBILE RADIO
2	V051	19 ADJUSTABLE INSTAL BRACK
2	V120	ADD: CHASSIS FOR 19? RACK MTG
2	V103	ADD: 3 I/O SLOTS FRAME
2	V480	ADD: 16 DO / DI FET
Front End Processor (FEP) Hardware - Radio-Based (Transportables)		
2	F7509	ACE 3600 MAIN MODEL
2	V448	ADD: ACE3600 CPU3680
2	V212	ADD: PLUG-IN ETHERNET 10/100 M PORT
2	V261	OPTN,CHGR,ADD: AC PWR PS 100-240 V W/ BAT CHGR
2	V114	ADD: 6.5 AH BACKUP BATTERY
2	VA00196	ADD: ASTRO 25 DIGITAL TRUNKING
2	VA00201	ADD: 700/800MHZ MOBILE RADIO
2	V214	ADD: 38 X 38 CM METAL CHASSIS
Siren ACE1000 Hardware & Software + APX4000 Portable Radios		
147	F0016	ACE 1000 CPU 1010 MODULE
147	VA00148	ADD: WALL MOUNT INSTALLATION KIT
147	VA00599	ADD:MIXED IO 7DI/6DO/1AO/3AI HW ONLY NO LIC
147	VA00155	ADD:DC POWER CABLE
147	VA00147	ADD: FRONT CABLE COVERS
147	VA00006	ADD: 2XRS-232 PORT / AUX PLUG-IN BOARD
147	FLN0042	APX4000 INSTALLATION KIT
147	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE
147	H207	DEL: DELETE BATTERY
0	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY
0	Q629	ENH: AES ENCRYPTION



147	QA05100	ENH:STD WARRANTY APPLIES-NO SFS
147	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
147	H112	DEL: DELETE STANDARD ANTENNA
147	G996	ADD: PROGRAMMING OVER P25 (OTAP)
Spare Siren ACE1000 Hardware + APX4000 Portable Radios		
5	F0016	ACE 1000 CPU 1010 MODULE
5	VA00148	ADD: WALL MOUNT INSTALLATION KIT
5	VA00599	ADD:MIXED IO 7DI/6DO/1AO/3AI HW ONLY NO LIC
5	VA00155	ADD:DC POWER CABLE
5	VA00147	ADD: FRONT CABLE COVERS
5	VA00006	ADD: 2XRS-232 PORT / AUX PLUG-IN BOARD
5	FLN0042	APX4000 INSTALLATION KIT
5	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE
5	H207	DEL: DELETE BATTERY
0	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY
0	Q629	ENH: AES ENCRYPTION
5	QA05100	ENH:STD WARRANTY APPLIES-NO SFS
5	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
5	H112	DEL: DELETE STANDARD ANTENNA
5	G996	ADD: PROGRAMMING OVER P25 (OTAP)
OPTIWARN Computer Hardware and Software		
2	OWWSHW-191	OptiWarn Operator Workstation
2	OW-TRANS	OptiWarn Transportable Control Center
1	OWPSL-0191	OptiWarn Primary Software License for ≤191 Sirens
3	OWSSL-0191	OptiWarn Secondary Software License for ≤191 Sirens
1	OW-DSR	OptiWarn Dynamic System Resiliency (DSR) Support
1	OW-POLY	OptiWarn Control Center Polygon Activation
1	OW-ANSW	OptiWarn Alarm Notification License
1	OW-ANSMS	OptiWarn Alarm Notification SMS Modem
2	OW-RPRN	OptiWarn Report Printer
4	OWF-191SW	OptiWarn FEP-191 Software License (one per FEP)
147	OWS-191SW	OptiWarn Siren Controller Software License (one per siren)
1	OWNWS-0191	OptiWarn Control Center National Weather Service Option for ≤191 Sirens - UPGRADE



5.2 GPS AND ENHANCED DATA ADD WITH RADIO MANAGEMENT

GPS		
1	T8108	UNS DEVICE EXPANSIONS
1	CA03096AA	ADD: ADDITIONAL DEVICES TO AN EXISTING SERVICE
2	UA00440AA	ADD: ADDITIONAL 1000 DEVICES FOR LOCATION FOR UNS 4.0 AND BEYOND
ENHANCED DATA		
1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE
1	CA00996AL	ADD: NM/ZC LICENSE KEY 7.14
1	CA00997AL	ADD: UCS LICENSE KEY 7.14
1	CA02389AA	ENH: TRUNKED ENHANCED DATA
4	CA02473AA	ENH: 500 ENHANCED TRUNKED DATA USER LICENSES
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA03010AA	ADD:SIMUL REM ST LC EXP IV&D-ENDATA
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA03010AA	ADD:SIMUL REM ST LC EXP IV&D-ENDATA
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA03010AA	ADD:SIMUL REM ST LC EXP IV&D-ENDATA
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA03010AA	ADD:SIMUL REM ST LC EXP IV&D-ENDATA
1	T7140	G-SERIES SOFTWARE UPGRADE
1	CA03002AA	ADD:SITE RPTR SC EXP IV&D- ENH DATA
1	T7140	G-SERIES SOFTWARE UPGRADE
1	CA03002AA	ADD:SITE RPTR SC EXP IV&D- ENH DATA
SUB FLASH		
1	T7664	DIGITAL SMARTZONE
1942	QA00782AE	ENH: APX GPS ACTIVATION
1942	QA03399AB	ADD: ENHANCED DATA
SUB ANTENNAS		
50	NAF5085A	700/800- GPS ANTENNA
RADIO MANAGEMENT SERVER		
1	DSSUBSERVER4	RACK MOUNT WINDOWS SERVER
2	DSSUBDESKTOP	WINDOWS DESKTOP
2	T7885	MCAFFEE WINDOWS AV CLIENT
2	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG
2	DSTG191	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
1	PMKN4012B	PORTABLE PROGRAMMING CABLE
1	HKN6184C	CABLE CH, PROGRAMMING,USB
1	RVN5224AH	PURCHASED SOFTWARE,CPS R15.00.02 GLOBAL APX DVD

1	T7914	RADIO MANAGEMENT ONLINE
2500	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE

MAINTENANCE AND SUPPORT

6.1 OUTDOOR WARNING SYSTEM UPGRADE

The below listed maintenance services have been included in this proposal, at no charge for the first year. Additional pricing for out years has been provided on the pricing page.

Short Description	Detailed Description
Annual extended OWPSL-0191 Application Software Warranty Support	Annual extended SW support for OWPSL-0191, 2nd through max 7 years. Includes Same Business Day telcon support. Remote access required. Annual service includes bug fixes and telcon support. Does not include upgrades, OS (Windows), InTouch application software, ACE Firmware, AntiVirus or other applications.
Annual extended OWSSL-0191 Application Software Warranty Support	Annual extended SW support for OWSSL-0191, 2nd through max 7 years. Includes Same Business Day telcon support. Remote access required. Annual service includes bug fixes and telcon support. Does not include upgrades, OS (Windows), InTouch application software, ACE Firmware, AntiVirus or other applications.
Annual extended OWNWS-0191 Application Software Warranty Support	Annual extended SW support for OWNWS-0191, 2nd through max 7 years. Includes Same Business Day telcon support. Remote access required. Annual service includes bug fixes and telcon support. Does not include upgrades, OS (Windows), ACE Firmware, AntiVirus or other applications.
Annual extended OWF-191SW Application Software Warranty Support	Annual extended SW support for OWF-191SW, 2nd through max 7 years. Includes Same Business Day telcon support. Remote access required. Annual service includes bug fixes and telcon support.
Annual extended OWC-191SW Application Software Warranty Support	Annual extended SW support for OWC-191SW, 2nd through max 7 years. Includes Same Business Day telcon support. Remote access required. Annual service includes bug fixes and telcon support.
Annual extended OWS-191SW Application Software Warranty Support	Annual extended SW support for OWS-191SW, 2nd through max 7 years. Includes Same Business Day telcon support. Remote access required. Annual service includes bug fixes and telcon support.

The above stated maintenance covers the proposed OPTIWARN hardware/Software. Motorola supplied APX4000 radios and ACE 1000 units will be covered via the spare parts cache included. Any maintenance services required for the ACE1000 units or onsite support will be available on a time and materials basis.

The estimated per unit price for an additional spare ACE 1000 equipped with the APX4000 radio is \$4360

The below listed software upgrade subscriptions (for out years) have been included in the proposal pricing page:

Short Description	Detailed Description
Software Upgrade Program for OptiWarn Control Center Primary Server License OWPSL-0191 for ≤191 Sirens	Software Upgrade Program starting with 2nd year. Max 7 years. Includes OptiWarn Applications, OS S/W, InTouch S/W, ACE STS S/W. Provides service packs and upgrades if applicable. Does not include OptiWarn computer hardware if required for upgrade. This does not include services for the upgrade. Contact ITS for upgrade services quote.
Software Upgrade Program for OptiWarn Control Center Secondary Server License OWSSL-0191 for ≤191 Sirens	Software Upgrade Program starting with 2nd year. Max 7 years. Includes OptiWarn Applications, OS S/W, InTouch S/W, ACE STS S/W. Provides service packs and upgrades if applicable. Does not include OptiWarn computer hardware if required for upgrade. This does not include services for the upgrade. Contact ITS for upgrade services quote.
Software Upgrade Program for OptiWarn Control Center National Weather Service Option for ≤191 Sirens	Software Upgrade Program starting with 2nd year. Max 7 years. Includes National Weather Service Software and Application only. Does not include OptiWarn computer hardware if required for upgrade. This does not include services for the upgrade. Contact ITS for upgrade services quote.
Software Upgrade Program for OptiWarn FEP OWF-191SW Application	Software Upgrade Program starting with 2nd year. Max 7 years. Includes OptiWarn Applications and ACE CPU Firmware. Provides service packs and upgrades. Does not include ACE or Radio hardware if required for upgrade. This does not include services for the upgrade. Contact ITS for upgrade services quote.
Software Upgrade Program for OptiWarn CEN Unit OWC-191SW Application	Software Upgrade Program starting with 2nd year. Max 7 years. Includes OptiWarn Applications and ACE CPU Firmware. Provides service packs and upgrades. Does not include ACE or Radio hardware if required for upgrade. This does not include services for the upgrade. Contact ITS for upgrade services quote.
Software Upgrade Program for OptiWarn Siren Controller Interface OWS-191SW Application	Software Upgrade Program starting with 2nd year. Max 7 years. Includes OptiWarn Applications and ACE CPU Firmware. Provides service packs and upgrades. Does not include ACE or Radio hardware if required for upgrade. This does not include services for the upgrade. Contact ITS for upgrade services quote.

The proposed ACE1000 and radio units are not part of the Software Upgrade program. It is not expected that software upgrades will be required for these units. However if such a need does arise Motorola will present the City with the updated pricing in order to add those service to the proposed SUA contract.

6.2 GPS AND ENHANCED DATA ADD

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the Communication Systems Agreement within this proposal.



PRICING / HGAC

7.1 OUTDOOR WARNING SYSTEM UPGRADE

Description	Pricing
Qty (152) APX4000 Subscriber Units	\$ 338,200
ACE3600/ACE1000 Hardware and Software	\$ 245,121
OPTIWARN Solution – Hardware, Software and Licenses <i>(Includes license to interface to Ft Worth's existing Weather Warn system)</i>	\$ 180,473
Turn key Integration Services	\$ 127,769
OUTDOOR WARNING SYSTEM TOTAL	\$ 891,563

OWS (Optional) Extended Maintenance

	OPTIWARN Extended Maintenance	OPTIWARN Software Upgrade Program
Year 1	Included	
Year 2	\$ 47,058	\$ 64,290
Year 3	\$ 47,058	\$ 64,290
Year 4	\$ 47,058	\$ 64,290
Year 5	\$ 47,058	\$ 64,290
Year 6	\$ 47,058	\$ 64,290
Year 7	\$ 47,058	\$ 64,290

7.2 GPS AND ENHANCED DATA ADD

Description	Pricing
Equipment Cost	\$ 751,706.00
Installation Cost	\$ 58,833.00
GPS and ENHANCED DATA ADD, SYSTEM TOTAL	\$ 810,538.00

7.3 COMBINED SYSTEM PRICING

Motorola is pleased to provide the following equipment and services to City of Fort Worth, TX:

Description	Pricing
Outdoor Warning System	\$ 891,563.00
GPS and Enhanced Data System Upgrade	\$ 810,538.00
System Subtotal	\$ 1,702,101.00
System Purchase Incentive (Signed Contract and PO must be issued before 12/21/2017 to qualify)	(\$100,000)
COMBINED SYSTEM TOTAL	\$ 1,602,101.00

Exhibit D

Motorola/H-GAC Radio Communications Equipment & Systems Agreement

City of Fort Worth
Outdoor Warning System Upgrade
GPS and Enhanced Data Add



Motorola Solutions Confidential Restricted

December 5, 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Exhibit D 1

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
MOTOROLA SOLUTIONS, INC.
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at Park West C-2 1507 LBJ Freeway, Farmers Branch, Texas 75234

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Radio Communication/Emergency Response & Mobile Interoperability Equipment** Contract to become effective as of May 1, 2015, and to continue through April 30, 2018 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Radio Communication/Emergency Response & Mobile Interoperability Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Radio Communication/Emergency Response & Mobile Interoperability Equipment** through the **H-GAC** Contract to **END USERS**

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No. **RA05-15**, including any relevant suffixes
4. **CONTRACTOR'S** Response to Proposal No. **RA05-15**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

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

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR'S** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User

Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize H-GAC and/or END USER to audit confidential information regarding product cost.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to H-GAC on a basis that provides prices more favorable than those provided to H-GAC, CONTRACTOR shall within ten (10) business days thereafter notify H-GAC of that offering. The contract with H-GAC shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same quantity discount to H-GAC and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to H-GAC.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "pre-existing contracts" shall refer to contracts in existence as of the original effective date of the H-GAC contract, i.e. 5/1/15.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "Communications System" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine: *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:

DISPUTES

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

ARTICLE 13:

LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:

LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

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

ARTICLE 15:

TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract, provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:

TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed, to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:

CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:

GOVERNING LAW & VENUE

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

ARTICLE 19:

PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS

1. All Cooperative Purchasing business will be processed in accordance with H-GAC's policies and procedures, at contracted prices, and shall include approved order processing charges.
2. END USER will access the Cooperative Purchasing Program through the H-GAC website and /or by submission of any duly

executed purchase order to a contractor having a valid contract with H-GAC and in a format acceptable to H-GAC

- 3 END USER will submit order(s) electronically through CONTRACTOR'S on-line ordering process or issue Purchase Order(s) directly to CONTRACTOR at contract prices, and also submit a copy to H-GAC.
- 4 The H-GAC CONTRACTOR will deliver products/services as specified by the contract between CONTRACTOR and H-GAC, and invoice each END USER for (1) products/services purchased and (2) H-GAC'S applicable order processing charge
- 5 Upon delivery, acceptance, and receipt of an H-GAC CONTRACTOR's, documented invoice, END USER shall pay the H-GAC CONTRACTOR the full amount of the invoice
- 6 For orders of less than \$100,000, CONTRACTOR will promptly pay to H-GAC any order processing charges due, and in any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to H-GAC on a monthly basis. For orders of \$100,000 or more, CONTRACTOR will promptly pay to H-GAC any order processing charges due, and in any case, not later than forty-five (45) calendar days after receipt of End User payment by Motorola
- 7 Failure to promptly remit H-GAC's order processing charges may result in sanctions including, but not limited to, contract termination
- 8 CONTRACTOR shall be responsible for delivery and acceptance of each unit by END USER, according to the requirements of the specifications, this Contract, and purchase order issued to CONTRACTOR by an END USER. All required equipment tests shall be borne by CONTRACTOR.
- 9 CONTRACTOR shall promptly provide H-GAC and END USER with all information pertaining to delivery schedules. CONTRACTOR shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
- 10 All prices are F O B END USER'S location with all transportation charges prepaid and included in any invoice
- 11 All pricing shall be based on the current contract unless the H-GAC CONTRACTOR prior to receipt of END USER's purchase order for delivery of any products/services has received H-GAC's prior written approval for any price increases
- 12 The H-GAC CONTRACTOR agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable H-GAC order processing charge. The CONTRACTOR agrees to encourage END USERS to execute authorizing Interlocal contracts with H-GAC.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract


ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission. Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request


IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



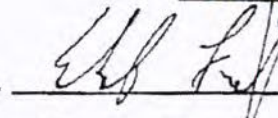
Jack Steele, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:



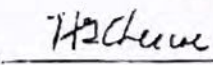
Deirdre Wick, Director of Public Services
Date: May 5, 2015

Signed for Motorola Solutions, Inc.
Farmers Branch, Texas:



Printed Name & Title: Edward Furst MSSSI Vice President
Date: 4/30 2015

Attest for Motorola Solutions, Inc.
Farmers Branch, Texas:



Printed Name & Title: Howard Chercoe MSSSI V.P.
Date: 4/30 2015

Attachment A
Motorola Solutions, Inc.
Radio Communication/Emergency Response & Mobile Interoperability Equipment
Contract No.: RA05-15

Product Category	Description	Base Offered Price
OA, OB, OC	<i>Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i>	See APC Discounts per ECAT Pricebook Effective 2/14/2015
OD	Motorola Integration Services LMR	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	Project Management Daily Rate*	\$ 1,818.00
OD	System Technologist Daily Rate*	\$ 2,173.00
OD	Standard Shop Installation Hourly Rate*	\$ 150.00
OD	Standard Shop Installation Daily Rate*	\$ 1,200.00
OD	Mobile Radio Installation*	\$180-\$500
OD	Radio Programming*	\$55-\$125
OD	Data Installation*	\$180-\$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
OD	Motorola Integration Services Advanced Services	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	NG9-1-1 Consulting Services-Daily Rate*	\$1,694
OD	Security Project/Program Management-Daily Rate*	\$1,694
OD	Wireless Security Technician-Daily Rate*	\$1,580
OD	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,580
OD	Security Trainer-Daily Rate*	\$1,328
OD	Application Security Code Reviewer-Daily Rate*	\$2,033
OD	IT Incident Response and E-Discovery Assistance-Daily Rate*	\$1,694
OD	IT Disaster Recovery Planner-Daily Rate*	\$1,580
OD	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,580
OD	Business Continuity/Continuity of Government Planner-Daily Rate*	\$1,580
OD	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,580
OD	Mobile Application Services Project Management-Daily Rate*	\$565
OD	Mobile Application Services Solution Architect-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
OD	Application Integration and Customization Services Solution Architect-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,694
OD	Unified Communications Services Project Management-Daily Rate*	\$1,694
OD	Unified Communications Services Solution Architect-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,694

OD	Consulting Services Project Management-Daily Rate*	\$1,694
OD	Consulting Services System Engineer-Daily Rate*	\$1,694
OD	Consulting Services Solution Architech-Daily Rate*	\$2,033
OD	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$2,033
OD	Consulting Services IP Network Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services CustoeMr Network Interface Design and Integration-Daily Rate*	\$2,033

APC DISCOUNTS PER ECAT PRICEBOOK

001	Portable Radiophone (Portables)	20%
020	CAD Equipment	List
039	CAD Equipment	5%
068	CAD Equipment	10%
232	CAD Equipment	5%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
548	CAD Equipment	10%
702	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
153	Data Applications	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	13.50%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%

740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List

904	Lifecycle Services	List
905	Lifecycle Services	List
051	LTE	10%
052	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
375	LTE	List
708	LTE	17%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	26.50%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	10%
500	Mobile Stations	25%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
422	MOTOTRBO	10%
475	MOTOTRBO	10%
516	MOTOTRBO	10%
557	MOTOTRBO	10%
563	MOTOTRBO	10%
777	MOTOTRBO	10%
131	Network Products	10%
147	Network Products	10%

207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Receivers	15.00%
839	Paging/Receivers	15%
940	Paging/Receivers	15%
941	Paging/Receivers	15%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
037	Portable Radiophone (Portables)	10%
087	Portable Radiophone (Portables)	10%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	20%
456	Portable Radiophone (Portables)	20%
458	Portable Radiophone (Portables)	20%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	20%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	33.50%
687	Portable Radiophone (Portables)	20%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25.00%
756	Portable Radiophone (Portables)	25.00%

785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
279	Records Management Software	List
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List
769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
080	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
606	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%

Exhibit E

Service Terms and Conditions

Motorola Solutions, Inc. (“Motorola”) and the customer named in this Agreement (“Customer”) hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1 “Agreement” means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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

2.3 “Services” means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the “Start Date” indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer’s request, Motorola may also provide additional services at Motorola’s then-applicable rates for the services.

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

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for the additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service.

City of Fort Worth
Outdoor Warning System Upgrade
GPS and Enhanced Data Add

December 5, 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.



Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

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

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

Section 5 EXCLUDED SERVICES

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

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER Contact

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an



escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 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.**

Section 10 DEFAULT/TERMINATION

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

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY**



MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) years after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15 COVENANT NOT TO EMPLOY

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

Section 16 MATERIALS, TOOLS AND EQUIPMENT

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

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Texas.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.



CITY COUNCIL AGENDA



COUNCIL ACTION: Approved on 12/5/2017 - Ordinance No. 23027-12-2017

DATE:	12/5/2017	REFERENCE NO.:	C-28495	LOG NAME:	04MOTOROLA GPS/OUTDOOR WARNING PURCHASE AGREEMENT
CODE:	C	TYPE:	NON-CONSENT	PUBLIC HEARING:	NO
SUBJECT:	Authorize Execution of a System Purchase Agreement with Motorola Solutions, Inc., in an Amount of \$1,602,101.00, Using a Cooperative Purchasing Agreement for the Information Technology Solutions Department, Adopt Appropriation Ordinance Increasing Estimated Receipts and Appropriations in the Information Technology Solutions Capital Projects Fund in the Amount of \$330,630.00 (ALL COUNCIL DISTRICTS)				

RECOMMENDATION:

It is recommended that the City Council authorize:

1. The execution of a System Purchase Agreement with Motorola Solutions, Inc., in the amount of \$1,602,101.00, using Houston-Galveston Area Council (HGAC) Contract RA05-15 for the Information Technology Solutions Department for the acquisition and implementation of GPS capabilities for radios on the Fort Worth Public Safety Communications System, upgrade of the Outdoor Warning System, and the establishment of a discount program for radios and associated equipment and services.
2. Adopt the attached Appropriation Ordinance increasing estimated receipts and appropriations in the Information Technology Solutions Capital Projects Fund in the amount of \$330,630.00.

DISCUSSION:

The City of Fort Worth maintains a radio communications system, the Fort Worth Regional Radio System (FWRRS), utilized by most City departments and almost 50 external government entities. The largest user is the Fort Worth Police Department. In addition to the standard vehicle radios, most officers carry a portable handheld radio for use when they are not in a vehicle.

Technological enhancements now enable the use of GPS with the handheld radio. When in use, the location of the GPS-capable radios may be tracked. Locations of the units may be depicted on maps on computers and handheld devices such as smartphones. With this capability, an incident commander will be able to track the location of responding officers engaged in planned events, such as the races at Texas Motor Speedway or responding to requests for service. The capability is especially critical if an officer is disabled and unable to respond to standard radio calls.

In addition, the proposed acquisition will also have the capability to support the City's Outdoor Warning System (OWS), consisting of 147 warning sirens located throughout the City. The use of the radio system's data capabilities will minimize the potential of unauthorized activations or disruptions of the system; provide the capability to continuously monitor the health of the system; and employ an improved user interface to more accurately tailor activations to alerts and warnings issued by the National Weather Service.

Total cost of the additions from Motorola is \$ 1,602,101.00. Staff recommends acceptance of the proposal and execution of the System Purchase Agreement (Agreement). The Information Technology Solutions (ITS) Department will use Houston-Galveston Area Council (HGAC) Contract RA05-15 for the acquisition and implementation of these capabilities on the FWRRS. In addition to this Agreement, the project will incur additional implementation costs of approximately \$239,067.00. These will be procured in accordance with City purchasing policy and process in the course of the project.

	Expenses by Project		
	OWS	GPS	TOTAL
Motorola Agreement	\$791,563.00	\$810,538.00	\$1,602,101.00
Implementation	\$239,067.00	-	\$239,067.00
Total	\$1,030,630.00	\$810,538.00	\$1,841,168.00

Funding for OWS is from the FY18 IT Capital Plan and savings from the capital Rebanding Project. The GPS capability is part of the P25 Radio System Project and funds are available in that project for this effort.

FUNDING	OWS
ITS Capital Project Fund - FY18 IT Capital Plan	\$700,000.00
Information Systems Capital Project - Rebanding Project Savings	\$330,630.00
Total	\$1,030,630.00
	GPS
Information Systems Capital Project - P25 Radio System Project	\$810,538.00

Beginning in Fiscal Year 2019, ongoing maintenance and support costs for the Outdoor Warning System will total \$110,000.00 annually and will be included in the Information Technology Solutions allocation.

Execution of this Agreement will also establish a four-year discount program for the City and all primary members of the TWRRS for the purchase of radios and other system equipment and services. Discounts are in addition to the HGAC discounts and require no minimum purchase commitments.

COOPERATIVE PURCHASE - State law provides that a local government purchasing an item under a Cooperative Purchasing Agreement satisfies any state law requiring that the local government seek competitive bids for purchase of the item. The HGAC contract was competitively bid to increase and simplify the purchasing power of government entities across the State of Texas.

SUCCESSOR CONTRACTS – The City will use HGAC Contract RA05-15 to purchase equipment and services under the Agreement. HGAC Contract RA05-15 expires April 30, 2018, subject to extension upon mutual Agreement of Motorola Solutions, Inc. and HGAC. If HGAC Contract RA05-15 is extended, this M&C authorizes the City to purchase similar equipment and services under the

extended contract. If HGAC Contract RA05-15 is not extended but HGAC executes a new cooperative contract with Motorola Solutions, Inc. with substantially similar terms as HGAC Contract RA05-15, this M&C authorizes the City to purchase equipment and services under the new HGAC contract.

AGREEMENT TERMS - Upon City Council's approval, this Agreement will commence upon final execution of the System Purchase Agreement and continue for four years.

M/WBE OFFICE - A waiver of the goal for MBE/SBE subcontracting requirements was requested by the ITS Department and approved by the M/WBE office, in accordance with the BDE Ordinance, because the purchase of goods or services is from source(s) where subcontracting or supplier opportunities are negligible.

ADMINISTRATIVE CHANGE ORDER - An administrative change order or increase may be made by the City Manager for an amount up to \$100,000.00 and does not require specific City Council approval as long as sufficient funds have been appropriated.

FISCAL INFORMATION/CERTIFICATION:

The Director of Finance certifies that upon approval of the above recommendation, funds will be available in the Information Technology Solutions Capital Projects budget, as appropriated, and that prior to an expenditure being made, the Information Technology Solutions Department has the responsibility to validate the availability of funds.

TO

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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FROM

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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Submitted for City Manager's Office by: Susan Alanis (8180)

Originating Department Head: Kevin Gunn (2015)

Additional Information Contact: Ron Burke (2655)
Alan Girton (8484)

ATTACHMENTS

[04MOTOROLA GPS-OUTDOOR WARNING PURCHASE AGREEMENT_04_AO_18.docx](#)

[Motorola 1295 GPS and Enhanced Data.pdf](#)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions
 Farmers Branch, TX United States

Certificate Number:
 2017-268680

Date Filed:
 10/04/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Fort Worth

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Contract #RA05-15
 GPS and Enhanced Data Add

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



S. Bradley Rice
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Steven Bradley Rice, this the 16 day of October 2017, to certify which, witness my hand and seal of office.

Darnell L. Carrillo Darnell L. Carrillo Notary
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



CITY SECRETARY
CONTRACT NO. 50054-A1

**AMENDMENT NO. 1 TO
CITY SECRETARY CONTRACT NO. 50054
SYSTEM PURCHASE AGREEMENT BETWEEN
THE CITY OF FORT WORTH AND
MOTOROLA SOLUTIONS, INC.**

This Amendment is made between the City of Fort Worth ("City"), a municipal corporation, acting herein by and through Susan Alanis, its duly authorized Assistant City Manager and MOTOROLA SOLUTIONS, INC. ("Consultant"), acting herein through Neil Thomas, its duly authorized MSSSI Vice President.

WHEREAS, the City and Consultant entered into a System Purchase Agreement for Radio Systems identified as Fort Worth City Secretary Contract No. 50054 ("Agreement") beginning December 18, 2017 and expiring December 17, 2021; and

WHEREAS, the Agreement provides for the purchase of Motorola Solutions, Inc. radio system equipment, software and services for the Fort Worth Regional Radio System; and

WHEREAS, the Agreement is not to exceed \$1,602,101.00.

WHEREAS, it is the collective desire of both the City and Consultant to amend the Agreement to increase the amount of the contract by \$3,364,284.00 using Houston-Galveston Area Council (H-GAC) Contract RA05-18 for the purchase of radios, repair services, parts and accessories under the existing Motorola discount program through December 17, 2021.

NOW, THEREFORE, the City and Consultant, acting herein by and through their duly authorized representatives, enter into this Amendment which amends the Agreement as follows:

1.

Section 6 of the Agreement is hereby amended as follows:

H. Additional Purchases. The City may purchase up to \$3,364,284.00 in radios, repair services, parts and accessories available through Motorola under H-GAC contract RA05-18 on an as-needed basis through December 17, 2021. The City will issue individual purchase orders for the additional purchases, to be paid by invoice according to the respective purchase order and will not be bound by Section 6 Payment Schedule Parts A and B.

2.

All other provisions of the Agreement that are not expressly modified or amended herein shall remain in full force and effect.

(signature page follows)

Motorola Solutions, Inc.
Amendment No. 1 to City Secretary Contract No. 50054



Executed and Agreed this 15th day of September, 2018.

CITY OF FORT WORTH:

By: [Signature]
Susan Alanis
Assistant City Manager

Date: 9/17/18

MOTOROLA SOLUTIONS, INC.:

By: [Signature]
Neil Thomas
MSSSI Vice President

Date: 9/13/2018

APPROVED AS TO FORM AND LEGALITY:

By: [Signature]
John B. Strong
Assistant City Attorney

Contract Compliance Manager:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

ATTEST:

By: [Signature]
Mary J. Kayser
City Secretary

By: [Signature] 9/13/18
Steve Streiffert
Assistant Director, IT Solutions



Contract Authorization:

M&C: P-12247

Date Approved: September 11, 2018

Form 1295 Certification No.: 2018-386556



CITY COUNCIL AGENDA



COUNCIL ACTION: Approved on 9/11/2018

DATE: 9/11/2018 **REFERENCE NO.:** **P-12247 **LOG NAME:** 13P18-00434885 MOTOROLA RADIO PARTS AND RELATED EQUIPMENT ITS
CODE: P **TYPE:** CONSENT **PUBLIC HEARING:** NO
SUBJECT: Authorize Execution of an Amendment to City Secretary Contract No. 50054, System Purchase Agreement for Additional Radios and Other System Equipment and Services for the Information Technology Solutions Department with Motorola Solutions, Inc. Using Houston-Galveston Area Council Contract No. RA05-18, or its Successors, for Three One-Year Terms for a First-Year Amount of \$1,016,400.00, Second Year Amount of \$1,118,040.00 and Third Year Amount of \$1,229,844.00 (ALL COUNCIL DISTRICTS)

RECOMMENDATION:

It is recommended that the City Council authorize the execution of an amendment to City Secretary Contract No. 50054 for the existing System Purchase Agreement for additional radios and other system equipment and services for the Information Technology Solutions Department with Motorola Solutions, Inc. using Houston-Galveston Area Council Contract No. RA05-18, or its successors, for three one-year terms for a first-year amount of \$1,016,400.00, Second Year amount of \$1,118,040.00 and Third Year amount of \$1,229,844.00 .

DISCUSSION:

The City of Fort Worth maintains a radio communications system, the Fort Worth Regional Radio System (FWRRS), utilized by most City departments and almost 50 external government entities. Mayor and Council Communication (M&C C-28495) authorized a System Purchase Agreement with Motorola Solutions, Inc. (Motorola) in an amount of \$1,602,101.00 using Houston-Galveston Area Council (H-GAC) Contract RA05-15 for the acquisition and implementation of GPS capabilities, upgrade of the City's Outdoor Warning System (OWS) and establishment of a four-year discount program for the purchase of radios, other system equipment and services. The discount program as negotiated by IT Solutions includes additional discounts of up to 20% off H-GAC pricing for equipment and a discount of up to 5% for services.

M&C C-28495 authorized the City to purchase similar equipment and services under successive contracts, stating if H-GAC Contract RA05-15 is not extended but H-GAC executes a new cooperative contract with Motorola Solutions, Inc. with substantially similar terms as H-GAC Contract RA05-15, that M&C authorizes the City to purchase equipment and services under the new H-GAC contract. H-GAC Contract RA05-18 is the successive contract to H-GAC Contract RA05-15.

This M&C will authorize the City to continue purchasing radios, repair services, parts and accessories on an as-needed basis from Motorola using H-GAC Contract RA05-18, in an amount of \$1,016,400.00 for the first year. Future years' expenditures are expected to rise 10 percent each year as follows: \$1,118,040.00 in year two and \$1,229,844.00 in year three for a three-year total authorization of \$3,364,284.00.

Other terms and conditions of the existing Agreement remain the same.

P-12247

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-386556

Date Filed:
07/31/2018

Date Acknowledged:
9/14/18

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions, Inc
Plano, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Fort Worth

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

H-GAC RA05-18
Communication Services and Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

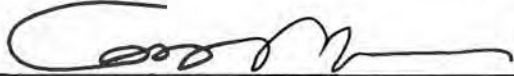
6 UNSWORN DECLARATION

My name is Casey Moore, and my date of birth is [REDACTED].

My address is 150110th St, Plano, TX, 75074, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in San Diego County, State of CA, on the 31 day of July, 20 18.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)

**SECOND AMENDMENT TO
FORT WORTH CITY SECRETARY CONTRACT NO. 50054**

This Second Amendment to Fort Worth City Secretary Contract No. 50054 (“Second Amendment”) is made between the City of Fort Worth (“Fort Worth”), a municipal corporation and Motorola Solutions, Inc. (“Vendor”).

WHEREAS, Fort Worth and Vendor entered into an Agreement identified as Fort Worth City Secretary Contract No. 50054 beginning December 18, 2017 (the “Agreement”); and

WHEREAS, on or about September 18, 2018, the Parties subsequently amended the Agreement via CSC No. 50054-A1 to increase the amount of the contract by \$3,364,284.00 for the purchase of radios, repair services party, and accessories; and

WHEREAS, it is the collective desire of both the City and Vendor to amend the Agreement to allow continued purchase of radios and other system equipment and services for three one year terms with a first year amount of \$1,462,800.00, second year amount \$1,609,080.00 and third year amount of \$1,769,988.00 using the Houston-Galveston Area Council Contract No RA05-21.

NOW THEREFORE, known by all these present, Fort Worth and Vendor, acting herein by the through their duly authorized representatives, agree to the following terms, which amend the Agreement as follows:

Sections 6 of the Agreement is hereby amended as follows:

1. H. Additional Purchases. The city may purchase up to \$1,462,800.00 in radios and other system equipment and services through Motorola under HGAC contract RA05-21 on as-needed basis through July 31, 2023.
2. All other terms, provisions, conditions, covenants and recitals of the Agreement not expressly amended herein shall remain in full force and effect.

[Signature Page Follows]

[Executed effective as of the date signed by the Assistant City Manager below.] / [ACCEPTED AND AGREED:]

City: By: _____ Name: Valerie Washington Title: Assistant City Manager Date: _____	Vendor: By: <u>S Brad Rice</u> Name: _____ Title: _____ Date: _____
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CITY OF FORT WORTH INTERNAL ROUTING PROCESS:

Approval Recommended: By: _____ Name: Kevin Gunn Title: Director, IT Solutions Approved as to Form and Legality: By: _____ Name: Taylor Paris Title: Assistant City Attorney Contract Authorization: M&C: 21-0937 12/14/2021	Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: _____ Name: Alan Girton Title: Sr. IT Solutions Manager City Secretary: By: _____ Name: Jannette Goodall Title: City Secretary
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**AMENDMENT NO. 3
TO
CITY OF FORT WORTH CONTRACT 50054**

This **Third Amendment** is entered into by and between the **City of Fort Worth** (hereafter "Buyer"), a home rule municipality, with its principal place of business at 200 Texas Street, Fort Worth, Texas, and **Motorola Solutions, Inc.** ("Vendor"), Buyer and Vendor may be referred to individually as a Party and collectively as the Parties.

WHEREAS, on December 18, 2017, the Parties entered into City Secretary Contract 50054 to provide a Communications System and related services ("Agreement/Contract");

WHEREAS, the Parties wish to amend the Agreement to purchase additional radios and equipment to replace items that will no longer be supported by Motorola, in the amount of \$2,797,260.00.

NOW, THEREFORE, the Parties, acting herein by and through their duly authorized representatives, enter into the following agreement:

1.

AMENDMENTS

The Agreement is hereby amended to increase the amount of year two of the contract by \$2,797,260.00, for a total year two amount of \$4,406,340.00. Existing radios and other equipment that is no longer supported by Motorola will be replaced with this authorization.

2.

ALL OTHER TERMS SHALL REMAIN THE SAME

All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

3.

ELECTRONIC SIGNATURE



This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature, shall be treated as and shall have the same effect as an original.

ACCEPTED AND AGREED:

CITY OF FORT WORTH:

<p>By: <u></u> Valerie Washington (Jul 13, 2022 16:31 CDT) Name: Valerie Washington Title: Assistant City Manager</p> <p>Date: <u>Jul 13, 2022</u></p> <p>APPROVAL RECOMMENDED:</p> <p>By: <u></u> Name: Kevin Gunn Title: Director, IT Solutions Department</p> <p>ATTEST:</p> <p>By: <u></u> Jannette S. Goodall (Jul 13, 2022 16:44 CDT) Name: Jannette Goodall Title: City Secretary</p>	<p>CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: <u></u> Lawrence Crockett (Jul 5, 2022 16:19 CDT) Name: Lawrence Crockett Title: Sr. IT Solutions Manager</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: <u></u> Name: Taylor Paris Title: Assistant City Attorney</p> <p>CONTRACT AUTHORIZATION: M&C: 22-0496 Approved: 6/28/2022 1295: 2022-867694</p>
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VENDOR:

<p>Motorola Solutions, Inc.</p> <p>By: <u></u> Name: Brad Rice Title: Area Sales Manager</p> <p>Date: <u>June 22, 2022</u></p>	<p>ATTEST:</p> <p>By: <u></u> Name: Casey Moore Title: Account Manager</p>
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CITY COUNCIL AGENDA

Create New From This M&C

DATE:	6/28/2022	REFERENCE NO.:	**M&C 22-0496	LOG NAME:	13P AMEND COOP MOTOROLA SOLUTIONS RADIO ACQUISITION TD IT
CODE:	P	TYPE:	CONSENT	PUBLIC HEARING:	NO
SUBJECT:	(ALL) Authorize the Execution of an Amendment to Purchase Agreement with Motorola Solutions, Inc., for the Acquisition of Public Safety Radios and Associated Equipment and Increase the Contract Amount in Year Two by \$2,797,260.00 for a New Year Two Total of \$4,406,340.00, for a Three-Year Contract Total Not to Exceed \$7,639,128.00				

RECOMMENDATION:

It is recommended that the City Council authorize the execution of an amendment to purchase agreement with Motorola Solutions, Inc., for the acquisition of public safety radios and associated equipment and increase the contract amount in Year Two by \$2,797,260.00 for a new Year Two total of \$4,406,340.00, for a three-year contract total not to exceed \$7,639,128.00.

DISCUSSION:

The City of Fort Worth maintains a radio communications system, the North Texas Interoperable Radio Network (NTIRN), utilized by most city departments and almost 180 external government entities.

On December 14, 2021, City Council approved the continuation of purchasing radios, repair services, parts and accessories on an as-needed basis from Motorola using H-GAC Contract RA05-21, in an amount of \$1,462,800.00 in Year One, \$1,602,080.00 in Year Two and \$1,769,988.00 in Year Three for a three-year total authorization of \$4,841,868.00 (M&C 21-0937). Year One expires on July 31, 2022.

Staff recommends increasing the contract amount for Year Two by \$2,797,260.00 in order to replace radios and equipment acquired in 2011. These radios are either no longer supported by the manufacturer or will lose support within the next two years. In addition, parts are unavailable for radios that are no longer supported. Current generation radios have newer capabilities that can improve functional and safety levels for First Responders, and will have a useful life of another 12-14 years. These radios will be deployed with Police and Fire personnel. By authorizing this increase, the contract amount for Year Two will be up to \$4,406,340.00.

Year Three spend authority will remain \$1,769,988.00.

Funding is budgeted in the ITS Other General Government Department's ITS Capital Fund for the purpose of funding the FY20 Radio Coverage Improvement, FY22 Radio Refresh & FY22 PD Radio Refresh projects, as appropriated.

State law provide that a local government purchasing an item under a Cooperative Purchasing Agreement satisfies state laws requiring that the local government seek competitive bids for the purchase of the item. H-GAC RA05-21 has been competitively bid to increase and simplify the purchasing power of government entities.

A M/WBE goal is not assigned when purchasing from an approved purchasing cooperative or public entity.

This project will serve ALL COUNCIL DISTRICTS.

FISCAL INFORMATION/CERTIFICATION:

The Director of Finance certifies that upon approval of the above recommendation, funds are available in the current capital budget, as previously appropriated, in the ITS Capital Fund for the FY20 Radio Coverage Improvemnt, FY22 Radio Refresh & FY22 PD Radio Refresh projects to support the execution of the amendment. Prior to an expenditure being incurred, the IT Solutions Department has the responsibility to validate the availability of funds.

BQN\

TO

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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FROM

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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Submitted for City Manager's Office by:

Reginald Zeno (8517)
Valerie Washington (6192)

Originating Department Head:

Reginald Zeno (8517)
Kevin Gunn (2015)

Additional Information Contact:

Cynthia Garcia (8525)
Taylor Dean (7648)

ATTACHMENTS

[13PAMEND COOP MOTOROLA SOLUTIONS RADIO ACQUISITION TD IT funds availability.docx](#) (CFW Internal)

[13PAMEND COOP MOTOROLA SOLUTIONS RADIO ACQUISITION TD IT Updated FID.xlsx](#) (CFW Internal)

[FID Motorola.xlsx](#) (CFW Internal)

[Form 1295 - Motorola Solutions, Inc..pdf](#) (CFW Internal)

[SAMS Motorola Solutions, Inc..pdf](#) (CFW Internal)

**AMENDMENT NO. 4
TO
CITY OF FORT WORTH CONTRACT 50054**

This **Fourth Amendment** is entered into by and between the **City of Fort Worth** (hereafter "Buyer"), a home rule municipality, with its principal place of business at 200 Texas Street, Fort Worth, Texas, and **Motorola Solutions, Inc.** ("Vendor"), Buyer and Vendor may be referred to individually as a Party and collectively as the Parties.

WHEREAS, on December 18, 2017, the Parties entered into City Secretary Contract 50054 to provide Communication System and related services ("Agreement/Contract");

WHEREAS, the Parties wish to amend the Agreement to, add the attached Subscription services as set forth in Exhibit A-1 and Exhibit B-1 at no cost to the City.

NOW, THEREFORE, the Parties, acting herein by and through their duly authorized representatives, enter into the following agreement:

1.
AMENDMENTS

The Agreement is hereby amended to add the attached Subscription services as set forth in Exhibit A-1 and Exhibit B-1 at no cost to the City.

2.
ALL OTHER TERMS SHALL REMAIN THE SAME

All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

3.
ELECTRONIC SIGNATURE

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature, shall be treated as and shall have the same effect as an original.

Exhibit A-1

Subscription Services Addendum

This Subscription Services Addendum to the Communications System and Services Agreement or other previously executed and currently in force agreement, as applicable (“Primary Agreement”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the Primary Agreement (“**Customer**”) (“**SSA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the Primary Agreement.

1. Addendum.

1.1. Scope. This SSA governs Customer’s purchase of Subscription Services (and, if set forth in an Ordering Document, related Services) from Motorola and provides additional and/or different terms and conditions that govern the sale of Subscription Services. This SSA will be subject to, and governed by, the terms of the Primary Agreement. To the extent there is a conflict or inconsistency between the terms and conditions of the SSA and an associated Ordering Document, the terms and conditions of the Ordering Document will take precedence over the SSA. Additional Subscription Services-specific Addenda or other terms and conditions may apply to certain Subscription Services, where such terms are provided or presented to Customer.

1.2. Definitions. Capitalized terms used in this SSA shall have the following meanings:

1.2.1. “**Authorized Users**” shall mean Customer’s employees, full-time contractors engaged for the purpose of supporting the Subscription Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

1.2.2. “**Customer Contact Data**” shall mean data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes.

1.2.3. “**Customer Data**” shall mean data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Subscription Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data;

1.2.4. “**Customer-Provided Equipment**” shall mean certain components, including equipment and software, not provided by Motorola that may be required for use of the Subscription Services.

1.2.5. “**Documentation**” shall mean documentation for the Subscription Services, Motorola Software, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

1.2.6. “**Equipment**” shall mean hardware provided by Motorola.

- 1.2.7. **“Feedback”** shall mean comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services.
- 1.2.8. **“Fees”** shall mean fees and charges applicable to the Subscription Services and set forth in an Ordering Document.
- 1.2.9. **“Motorola Data”** shall mean data owned or licensed by Motorola;
- 1.2.10. **“Ordering Documents”** shall mean statements of work, technical specifications, and other ordering documents setting forth the Subscription Services to be purchased by Customer and provided by Motorola.
- 1.2.11. **“Process” or “Processing”** shall mean any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.2.12. **“Service Use Data”** shall mean data generated by Customer’s use of the Subscription Services or by Motorola’s support of the Subscription Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use;
- 1.2.13. **“Subscription Services”** shall mean hosted software-as-a-service provided to Customer, and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola on a subscription basis.
- 1.2.14. **“Subscription Software”** shall mean software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola on a subscription basis associated with the Subscription Services.
- 1.2.15. **“Third-Party Data”** shall mean information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Subscription Services.

2. Delivery of Subscription Services.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Services set forth in an Ordering Document, in accordance with the terms of this SSA. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Services or upon Motorola otherwise providing access to the Subscription Services. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Services.

2.2. Modifications. Motorola may modify the Subscription Services, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Services may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Services may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Services, and Customer will ensure such administrative user credentials are

accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Services through such user credential (including through any administrative user credentials), including any changes made to the Subscription Services or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Services through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms provided herein.

2.4. Beta Services. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

2.5. Equipment Title. Unless Customer is purchasing equipment pursuant to the terms in the Primary Agreement and unless stated differently in this SSA or in the Ordering Documents, title to any Equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this SSA will be governed by the terms and conditions set forth in the Primary Agreement.

3. Subscription Software License, Restrictions, and Obligations.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with this SSA, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Services remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in this SSA, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions in connection with their use of the Subscription Services. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software and Subscription Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or Subscription Services or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software or Subscription Services with other

software; copy, reproduce, distribute, lend, or lease the Subscription Software, Subscription Services or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Services, or Documentation to be placed in the public domain; use the Subscription Software or Subscription Services to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software or Subscription Services to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software, Subscription Services or its related systems or networks.

3.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Subscription Services under this SSA, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Subscription Services under this SSA, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

3.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "Non-Motorola Content") with or through the Subscription Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Subscription Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Subscription Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Subscription Services, including the right for Motorola to access, store, and process such Non-Motorola Content, and to otherwise enable interoperation with the Subscription Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Subscription Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Subscription Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Subscription Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Subscription Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Subscription Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in Section 14.3 – Intellectual Property Infringement of the Primary Agreement.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the Subscription Services and any associated recurring Services ordered under this SSA (or the first Subscription Services or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Services (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period

identified in an Ordering Document (the “**Initial Subscription Period**”). Following the Initial Subscription Period, Customer’s subscription to the Subscription Services and any recurring Services will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”.) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional or subsequent Subscription Services or recurring Services under this SSA during an in-process Subscription Term, the subscription for each such additional or subsequent Subscription Services or recurring Service will (a) commence upon delivery of such Subscription Services or recurring Service, and continue until the conclusion of Customer’s then-current Subscription Term (a “**Partial Subscription Year**”), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Services and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the “**SSA Term**”) will commence upon either (a) the Effective Date of the Primary Agreement, if this SSA is attached to the Primary Agreement as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the Primary Agreement Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Primary Agreement is earlier terminated in accordance with the terms of the Primary Agreement.

4.3. Termination. Notwithstanding the termination provisions of the Primary Agreement, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Services or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Services terms of service, Subscription Software license scope, or other terms set forth in an Addendum or Ordering Document, or (b) it determines that Customer’s use of the Subscription Services poses, or may pose, a security or other risk or adverse impact to any Subscription Services, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Services and Documentation, and that Customer’s breach of this SSA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this SSA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Return of Discount. If Customer is afforded a discount in exchange for a term commitment longer than one-year, early termination by Customer will result in an early termination fee, representing a return of the discount off of list price.

4.5. Cancellation Fee. If a minimum Initial Subscription Period applies and Customer terminates prior to the end of the minimum Initial Subscription Period, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the minimum Initial Subscription Period.

4.6. No Refund. If a subscription is terminated for any reason prior to the end of the Subscription Term, other subscription period set forth in the Ordering Documents, or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

4.7. Suspension of Services. Motorola may terminate or suspend any Subscription Services or Services under an Ordering Document if Motorola determines: (a) the related Subscription Software license has expired or has terminated for any reason; (b) the applicable Subscription Services is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.8. Wind Down of Subscription Services. In addition to the termination rights in the Primary Agreement, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Services or Services to customers.

4.9. Effect of Termination or Expiration. Upon termination for any reason or expiration of the Primary Agreement, this SSA, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction. If Customer has any outstanding payment obligations under this SSA, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Subscription Services already delivered. Customer has a duty to mitigate any damages under this SSA, including in the event of default by Motorola and Customer's termination of this SSA.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the Primary Agreement), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Services and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Services and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Services and any recurring Services if Customer fails to make any payments when due.

5.2. No Price Guarantee. Notwithstanding any language to the contrary, the pricing and Fees associated with this SSA will not be subject to any most favored pricing commitment or other similar low price guarantees.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Subscription Services for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for the Subscription Services.

5.5. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Services during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Services during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Primary Agreement.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. THE SUBSCRIPTION SERVICES ARE PROVIDED "AS-IS". IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE PRIMARY AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF PRIMARY AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; (E) BETA SERVICES; (F) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE SUBSCRIPTION SERVICES; (G) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF SUBSCRIPTION SERVICES WITH ANY OF THE FOREGOING; (H) LOSS OF DATA OR HACKING; (I) MODIFICATION OF SUBSCRIPTION SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (J) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; (K) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (L) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS SSA OR MISUSE OF THE SUBSCRIPTION SERVICES.

6.2. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the Primary Agreement or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Proprietary Rights; Data; Feedback.

7.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "Motorola Materials"). The Subscription Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Ordering Document or under the Primary Agreement, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this SSA does not grant to Customer any shared

development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Subscription Services or other Motorola Materials, or permit any third party to do so.

7.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this SSA including the right to Process and use the Customer Data as set forth in Section 7.3 – Processing Customer Data below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to Section 7.3.3 – Sub-processors.

7.3. Processing Customer Data.

7.3.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Subscription Services under this SSA, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this SSA, along with the Documentation, are Customer’s complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer’s instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

7.3.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer’s collection, creation, and use of the Customer Data (including in connection with the Subscription Services), and Motorola’s use of such Customer Data in accordance with this SSA, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola’s and its subcontractors’ use) of the Customer Data as described in this SSA.

7.3.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this SSA. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

7.4. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under this SSA, Motorola will delete all Customer Data following termination or expiration of this SSA, the applicable Addendum, or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to Section 17.7

– Notices of the Primary Agreement. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

7.5. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer’s responsibility to notify Authorized Users of Motorola’s collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

7.6. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Subscription Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in an Ordering Document or Subscription Services-specific Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer’s internal business purposes; (b) disclose the data to third parties; (c) “white label” such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this SSA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer’s or any Authorized User’s access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer’s or the Authorized User’s use of the data violates this SSA, applicable law or Motorola’s agreement with the applicable Third-Party Data provider. Upon termination of Customer’s rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of this SSA to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Subscription Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

7.7. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

7.8. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this SSA or Primary Agreement to the contrary, all fixes, modifications and improvements to the Subscription Services conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

7.9. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Primary Agreement to allocate the respective roles as joint controllers.

8. Security.

8.1. Industry Standard. Motorola will maintain industry standard security measures to protect the Subscription Services from intrusion, breach, or corruption. During the term of this SSA, if the Subscription Services enables access to Criminal Justice Information (“CJI”), as defined by the Criminal Justice Information Services Security Policy (“CJIS”), Motorola will provide and comply with a CJIS Security Addendum. Any additional security measure desired by Customer may be available for an additional fee.

8.2. Background checks. Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

8.3. Customer Security Measures. Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Customer Contact Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Subscription Services if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Subscription Services or Motorola's own security measures.

8.4. Breach Response Plan. Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

9. General Provisions.

9.1. Third-Party Beneficiaries. This SSA is entered into solely between, and may be enforced only by, the Parties. Each Party intends that this SSA will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this SSA.

9.2. Cumulative Remedies. Except as specifically stated in this SSA, all remedies provided for in this SSA will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this SSA, the election by a Party of any remedy provided for in this SSA or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

9.3. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Subscription Services, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including

individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Subscription Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this SSA to verify compliance with this SSA. Motorola or a third party (“Auditor”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of this SSA, in which case Customer will be responsible for such expenses and costs.

9.4. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 7 – Proprietary Rights; Data, Feedback, Section 8 – General Provisions**, and where the context of any section indicates an intent that such section shall survive the term of this SSA, then such section shall survive.

Exhibit B-1

Subscription Services Addendum

Exhibit A: FirstNet and AT&T Service Terms

Public Safety Entity (“Customer”) Responsibilities for access to and use of “First Net” Service as provided by AT&T

General. The Customer is responsible for complying with AT&T Acceptable Use Policy found at att.com/aup and applicable AT&T Service Guides found at att.com/servicepublications.

Privacy. The Customer is responsible for complying with all applicable privacy laws. The Customer is responsible for obtaining consent from and giving notice to its Users regarding Motorola’s and AT&T’s collection and use of User information in connection with a Service. The Customer will only make accessible or provide Personal Data to Motorola and AT&T when it has the legal authority to do so.

User Eligibility. The Customer shall verify, or assist Motorola and AT&T in verifying, as stated below, the eligibility of its Users to use the Service. The Customer is required to verify and confirm that its Users are authorized and eligible to use Service. The Customer must perform periodic audits on a regular, but not less than once per year, basis to identify any individuals who are no longer eligible for Service. The Customer must produce such information as may be requested through AT&T by the FirstNet Authority and the United States Government to verify eligibility of its users.

Limitations on the Service. THE CUSTOMER ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE NETWORKS. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF: (A) FACILITIES LIMITATIONS; (B) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, WEAK BATTERIES, SYSTEM OVERCAPACITY, MOVEMENT OUTSIDE A SERVICE AREA OR GAPS IN COVERAGE IN A SERVICE AREA AND OTHER CAUSES REASONABLY OUTSIDE OF MOTOROLA OR AT&T’S CONTROL SUCH AS, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; OR (C) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF SERVICE.

Limitations on Service of Carrier Partners. CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS AND MOTOROLA AND AT&T MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF ROAMING SERVICE PROVIDED BY CARRIER PARTNERS, AND MOTOROLA AND AT&T WILL NOT BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER PARTNER NETWORKS. ROAMING ON CARRIER PARTNER NETWORKS OUTSIDE THE FIRSTNET SERVICE AREA (IF ANY) SHALL BE AVAILABLE AS DESCRIBED IN THE SERVICE GUIDE.

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN [CUSTOMER] AND THE UNDERLYING CARRIER; (3) THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO [USER], WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE; AND (4) THAT DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, AND 911 OR SIMILAR

EMERGENCY CALLS MAY NOT BE COMPLETED

Medical Devices (FDA and HIPAA Responsibilities). The Customer shall be responsible for FDA compliance as a “distributor” of the Device to its users. Except as necessary to provide the Service to the Customer, The Customer shall not convey any protected health information (“PHI”) to AT&T, as that term is defined in the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act regulations. Motorola and/or AT&T shall not function as the Customer’s business associate in rendering the Services; such Services will be limited to providing conduit or mere data transmission services to the Customer in accordance with guidance on the “conduit exception” under HIPAA. Each Party shall bear its own costs associated with regulatory compliance.

Audits. Customer may be subject to occasional audits by AT&T or its agents to verify compliance with this Exhibit A.



**ADDENDUM TO SYSTEM PURCHASE AGREEMENT
CHANGE ORDER NO.2 & QUOTE 1264965
BETWEEN
THE CITY OF FORT WORTH
AND
MOTOROLA SOLUTIONS, INC.**

This Addendum to System Purchase Agreement Change Order No. 2 (“Addendum”) is entered into by and between Motorola Solutions, Inc. (“Vendor”) and the City of Fort Worth (“City”), collectively the “parties.”

The Contract documents shall include the following:

1. System Purchase Agreement;
2. The Change Order No. 2;
3. Quote 1264965; and
4. This Addendum.

Notwithstanding any language to the contrary in the attached System Purchase Agreement, Change Order No. 2, and Quote 1264965 (the “Agreement”), the parties stipulate by evidence of execution of this Addendum below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Addendum below shall be applicable to the Agreement as follows:

1. Termination.

a. Convenience. Either City or Vendor may terminate the Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

b. Breach. If either party commits a material breach of the Agreement, the non-breaching Party must give written notice to the breaching party that describes the breach in reasonable detail. The breaching party must cure the breach ten (10) calendar days after receipt of notice from the non-breaching party, or other time frame as agreed to by the parties. If the breaching party fails to cure the breach within the stated period of time, the non-breaching party may, in its sole discretion, and without prejudice to any other right under the Agreement, law, or equity, immediately terminate the Agreement by giving written notice to the breaching party.

c. Fiscal Funding Out. In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Vendor of such occurrence and the Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the

City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

d. Duties and Obligations of the Parties. In the event that the Agreement is terminated prior to the Expiration Date, City shall pay Vendor for services actually rendered up to the effective date of termination and Vendor shall continue to provide City with services requested by City and in accordance with the Agreement up to the effective date of termination. Upon termination of the Agreement for any reason, Vendor shall provide City with copies of all completed or partially completed documents prepared under the Agreement. In the event Vendor has received access to City information or data as a requirement to perform services hereunder, Vendor shall return all City provided data to City in a machine readable format or other format deemed acceptable to City.

2. Attorneys' Fees, Penalties, and Liquidated Damages. To the extent the attached Agreement requires City to pay attorneys' fees for any action contemplated or taken, or penalties or liquidated damages in any amount, City objects to these terms and any such terms are hereby deleted from the Agreement and shall have no force or effect.

3. Law and Venue. The Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the United States and state of Texas, exclusive of conflicts of laws provisions. Venue for any suit brought under the Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent the Agreement is required to be governed by any state law other than Texas or venue in Tarrant County, City objects to such terms and any such terms are hereby deleted from the Agreement and shall have no force or effect.

4. Linked Terms and Conditions. If the Agreement contains a website link to terms and conditions, the linked terms and conditions located at that website link as of the effective date of the Agreement shall be the linked terms and conditions referred to in the Agreement. To the extent that the linked terms and conditions conflict with any provision of either this Addendum or the Agreement, the provisions contained within this Addendum and the Agreement shall control. If any changes are made to the linked terms and conditions after the date of the Agreement, such changes are hereby deleted and void. Further, if Vendor cannot clearly and sufficiently demonstrate the exact terms and conditions as of the effective date of the Agreement, all of the linked terms and conditions are hereby deleted and void.

5. Insurance. The City is a governmental entity under the laws of the state of Texas and pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," is self-insured and therefore is not required to purchase insurance. To the extent the Agreement requires City to purchase insurance, City objects to any such provision, the parties agree that any such requirement shall be null and void and is hereby deleted from the Agreement and shall have no force or effect. City will provide a letter of self-insured status as requested by Vendor.

6. Sovereign Immunity. Nothing herein constitutes a waiver of City's sovereign immunity. To the extent the Agreement requires City to waive its rights or immunities as a government entity; such provisions are hereby deleted and shall have no force or effect.

7. Indemnity. To the extent the Agreement, in any way, requires City to indemnify or hold Vendor or any third party harmless from damages of any kind or character, City objects to these terms and any such terms are hereby deleted from the Agreement and shall have no force or effect.

8. IP Indemnification. Vendor agrees to indemnify, defend, settle, or pay, at its own cost and expense, including the payment of reasonable attorney's fees, any claim or action against the City for infringement of any U.S. patent, copyright, trade mark, service mark, trade secret, or other intellectual property right arising from City's use of the Deliverable(s), or any part thereof, in accordance with the Agreement, it being understood that the agreement to indemnify, defend, settle or pay shall not apply if City modifies or misuses the Deliverable(s). Vendor will have no duty to defend or indemnify for any infringement claim that is based upon: (a) the combination of the Deliverable(s) with any software, apparatus or device not furnished by Vendor; (b) the use of ancillary equipment or software not furnished by Vendor and that is attached to or used in connection with the Deliverable(s); (c) Deliverable(s) designed or manufactured in accordance with City's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Deliverable(s) by a party other than Vendor; (e) use of the Deliverable(s) in a manner for which the Deliverable(s) was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Deliverable(s) that is intended to correct the claimed infringement. . So long as Vendor bears the cost and expense of payment for claims or actions against the City pursuant to this section 8, Vendor shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect the City's interest, and City agrees to cooperate with Vendor in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against the City for infringement arising under the Agreement, the City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Vendor shall fully participate and cooperate with the City in defense of such claim or action. City agrees to give Vendor timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, the City's assumption of payment of costs or expenses shall not eliminate Vendor's duty to indemnify the City under the Agreement. If the Deliverable(s), or any part thereof, is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Vendor shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the Deliverable(s); or (b) modify the Deliverable(s) to make them/it non-infringing, provided that such modification does not materially adversely

affect City's authorized use of the Deliverable(s); or (c) replace the Deliverable(s) with equally suitable, compatible, and functionally equivalent non-infringing Deliverable(s) at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Vendor, terminate the Agreement, and refund all amounts paid to Vendor by the City, subsequent to which termination City may seek any and all remedies available to City under law. **VENDOR'S OBLIGATIONS HEREUNDER SHALL BE SECURED BY THE REQUISITE INSURANCE COVERAGE REQUIRED BY CITY.**

9. **Data Breach.** Vendor further agrees that it will monitor and test its data safeguards from time to time, and further agrees to adjust its data safeguards from time to time in light of relevant circumstances or the results of any relevant testing or monitoring. If Vendor suspects or becomes aware of any unauthorized access to any financial or personal identifiable information ("Personal Data") by any unauthorized person or third party, or becomes aware of any other security breach relating to Personal Data held or stored by Vendor under the Agreement or in connection with the performance of any services performed under the Agreement or any Statement(s) of Work ("Data Breach"), Vendor shall immediately notify City in writing and shall fully cooperate with City at Vendor's expense to prevent or stop such Data Breach. In the event of such Data Breach, Vendor shall fully and immediately comply with applicable laws, and shall take the appropriate steps to remedy such Data Breach. Vendor will defend, indemnify and hold City, its Affiliates, and their respective officers, directors, employees and agents, harmless from and against any and all claims, suits, causes of action, liability, loss, costs and damages, including reasonable attorney fees, to the extent arising out of or relating to any third party claim arising from a breach that is caused by Vendor under its obligations contained in this Section, except to the extent resulting from the acts or omissions of City. All Personal Data to which Vendor has access under the Agreement, as between Vendor and City, will remain the property of City. City hereby consents to the use, processing and/or disclosure of Personal Data only for the purposes described herein and to the extent such use or processing is necessary for Vendor to carry out its duties and responsibilities under the Agreement, any applicable Statement(s) of Work, or as required by law. Vendor will not transfer Personal Data to third parties other than through its underlying network provider to perform its obligations under the Agreement, unless authorized in writing by City. Vendor's obligation to defend, hold harmless and indemnify City shall remain in full effect if the Data Breach is the result of the actions of a third party. All Personal Data delivered to Vendor shall be stored in the United States or other jurisdictions approved by City in writing and shall not be transferred to any other countries or jurisdictions without the prior written consent of City.

10. **Insurance.** Vendor agrees that insurance coverage provided to City by Vendor is sufficient for purposes of the Agreement only.

11. **No Debt.** In compliance with Article 11 § 5 of the Texas Constitution, it is understood and agreed that all obligations of City hereunder are subject to the availability of funds. If such funds are not appropriated or become unavailable, City shall have the right to terminate the Agreement except for those portions of funds which have been appropriated prior to termination.

12. Public Information. City is a government entity under the laws of the State of Texas and all documents held or maintained by City are subject to disclosure under the Texas Public Information Act. To the extent the Agreement requires that City maintain records in violation of the Act, City hereby objects to such provisions and such provisions are hereby deleted from the Agreement and shall have no force or effect. In the event there is a request for information marked Confidential or Proprietary, City shall promptly notify Vendor. It will be the responsibility of Vendor to submit reasons objecting to disclosure. A determination on whether such reasons are sufficient will not be decided by City, but by the Office of the Attorney General of the State of Texas or by a court of competent jurisdiction.

13. Addendum Controlling. If any provisions of the attached Agreement, conflict with the terms herein, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of City, the terms in this Addendum shall control.

14. Network Access.

a. City Network Access. If Vendor, and/or any of its employees, officers, agents, servants or subcontractors (for purposes of this section "Vendor Personnel"), requires access to the City's computer network in order to provide the services herein, Vendor shall execute and comply with the Network Access Agreement which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

b. Federal Law Enforcement Database Access. If Vendor, or any Vendor Personnel, requires access to any federal law enforcement database or any federal criminal history record information system, including but not limited to Fingerprint Identification Records System ("FIRS"), Interstate Identification Index System ("III System"), National Crime Information Center ("NCIC") or National Fingerprint File ("NFF"), or Texas Law Enforcement Telecommunications Systems ("TLETS"), that is governed by and/or defined in Title 28, Code of Federal Regulations Part 20 ("CFR Part 20"), for the purpose of providing services for the administration of criminal justice as defined therein on behalf of the City or the Fort Worth Police Department, under the Agreement, Vendor shall comply with the Criminal Justice Information Services Security Policy and CFR Part 20, as amended, and shall separately execute the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum. No changes, modifications, alterations, or amendments shall be made to the Security Addendum. The document must be executed as is, and as approved by the Texas Department of Public Safety and the United States Attorney General.

15. Immigration Nationality Act. Vendor shall verify the identity and employment eligibility of its employees who perform work under the Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Vendor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under the Agreement. Vendor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Vendor employee who is not legally eligible to perform such services. **VENDOR SHALL**

INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY VENDOR, VENDOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES. City, upon written notice to Vendor, shall have the right to immediately terminate the Agreement for violations of this provision by Vendor.

16. No Boycott of Israel. If Vendor has fewer than 10 employees or the Agreement is for less than \$100,000, this section does not apply. Vendor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. *By signing this Addendum, Vendor certifies that Vendor's signature provides written verification to City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.*

17. Right to Audit. Vendor agrees that City shall, until the expiration of three (3) years after final payment under the Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Vendor involving transactions relating to the Agreement. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

(signature page follows)


ACCEPTED AND AGREED:

CITY:

<p>City of Fort Worth</p> <p>By: <u></u> Name: Valerie Washington Title: Assistant City Manager Date: Jun 22, 2020</p> <p>Approval Recommended:</p> <p>By: <u></u> Name: Roger Wright Title: Interim IT Solutions Director</p> <p>Attest:</p> <p>By: <u></u> Name: Mary Kayser Title: City Secretary</p>	<p>Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: <u></u> Name: Alan Girton Title: Sr. IT Solutions Manager</p> <p>Approved as to Form and Legality:</p> <p>By: <u></u> Name: John B. Strong Title: Assistant City Attorney</p> <p>Contract Authorization: M&C: 20-0406 1295 Form: 2019-568808 2020-635882</p>
--	--



VENDOR:

<p>Motorola Solutions, Inc.</p> <p>By: <u></u> Name: Brad Rice Title: Area Sales Manager Date: 06-19-2020</p>
--

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX

**CHANGE ORDER**

[C/O # 02]

Change Order No. 02

Date: September 16, 2019

Project Name: Fort Worth, Texas OWS / GPS

Customer Name: Fort Worth, Texas

Customer Project Mgr: Alan Girton

The purpose of this Change Order: Document the use of the Project Credit towards the purchase of the CommandCentral Aware Mapping Solution

This Change Order documents the use the established Project Credit towards the purchase of CommandCentral Aware Mapping Solution.

This is a revision to the GPS portion of this project that provides a mapping solution that utilizes capabilities already completed as part of the GPS project.

Contract # 50054Contract Date: December 18, 2017

In accordance with the terms and conditions of the contract identified above between the City of Fort Worth, Texas and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

This Change Order (#02)	\$ 182,571.49
Original Contract Value:	\$ 1,602,101.00
Previous Change Order amounts for Change Order numbers <input type="text" value="00"/> through <input type="text" value="02"/> :	\$ 0.00
New Contract Value:	\$ 1,784,672.49

Completion Date Adjustments

Original Completion Date:	September 2018
Current Completion Date prior to this Change Order:	December 1, 2018
New Completion Date:	December 1, 2020



Changes in Equipment: *(additions, deletions or modifications)* **Include attachments if needed**
See attached proposal

Changes in Services: *(additions, deletions or modifications)* **Include attachments if needed**
See attached proposal

Schedule Changes: *(describe change or N/A)*
Extends the Project Completion Date to December 1, 2020

Pricing Changes: *(describe change or N/A)*
The CommandCentral Aware upgrade sell price is \$302,839. The price is detailed as follows:

- Hosted Platform Year 1: \$215,679
- MCC7500e Integration \$59,458
- Location Licenses \$27,702

The Project credit available is \$120,267.51. The overall contract value will increase, once the credit is applied, by \$182,571.49 to a total of \$1,784,672.49

Customer Responsibilities: *(describe change or N/A)*
Review requested changes in this document and attached proposal, approve, sign and return to Motorola for contract execution.

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)
An updated Billing Milestone Schedule is attached that takes into account the current project as well as the CommandCentral revision and the Project Credit. In the System Purchase Agreement, Section 6 Payment Schedule, Sub-Item G, replace the following statement, "These discounts are valid for four (4) years starting on the effective date of this Agreement" to "These discounts are valid for eight (8) years starting on December 5, 2017."

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.

Fort Worth, Texas

By:

By:
Valerie Washington (Jun 22, 2020 10:50 CDT)

Printed Name: Clay Cassard

Printed Name: Valerie Washington

Title: MSSSI Vice President

Title: Assistant City Manager

Date: June 15, 2020

Date: Jun 22, 2020

Reviewed by: Mike Duke
Motorola Solutions, Inc. Project Manager

Date: _____

City of Fort Worth, Texas

Milestone	Total Amount	Previously Invoiced	Remainder to Invoice
ORIGINAL PROJECT PAYMENT TERMS			
			\$ 1,602,101.00
20% of total contract price due when Purchaser executes the agreement	\$320,420.20	\$0.00	\$ 1,281,680.80
60% of total contract price will be invoiced immediately after the equipment is shipped from Motorola's facility	\$961,260.60	\$320,420.20	\$ 320,420.20
10% of total contract price will be invoiced immediately after the equipment is installed at the sites specific in the Exhibits	\$160,210.10	\$1,281,680.80	\$ 160,210.10
10% of total contract price will be invoiced immediately after System Acceptance less Project Credit of \$120,267.51	\$39,942.59	\$1,441,890.90	\$ 120,267.51
Command Central - Change Order #03, \$182,571.49			\$ 302,839.90
NEW PAYMENT TERMS FOR REMAINING BALANCE			
20% of total CommandCentral contract price due when Purchaser executes the agreement	\$30,283.90	\$1,481,833.49	\$ 272,555.10
20% of total CommandCentral contract price will be invoiced immediately after Completion of the Contract Design Review	\$60,567.80	\$1,512,117.39	\$ 211,987.30
30% of total Command Central contract price will be invoiced immediately after the equipment is delivered	\$90,851.70	\$1,572,685.19	\$ 121,135.60
30% of total Command Central contract price will be invoiced immediately after System Acceptance	\$90,851.70	\$1,663,536.89	\$ 30,283.90
10% of total Command Central contract price will be invoiced immediately after Final System Acceptance	\$30,283.90	\$1,754,388.59	\$ -
TOTAL PAYMENTS	\$1,784,672.49		

Original Project Total	\$ 1,602,101.00
Project Credit	(\$120,267.51)
Command Central Revision	\$ 302,839.00
Total	\$ 1,784,672.49



CITY OF FORT WORTH, TX

MOTOROLA SOLUTIONS SOFTWARE ENTERPRISE PLATFORM PRODUCTS

JANUARY 24, 2020

COMMANDCENTRAL AWARE FULL SUITE PROPOSAL

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

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

Tel. + 1 847 576 5000

Mr. Alan Girton

January 24, 2020

Senior Manager/Wireless Communications
IT Solutions
1515 11th Ave
Fort Worth, TX 76102

Subject: Command Central Aware

Dear Mr. Girton,

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

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for Command Central Aware. This proposal provides:

- Seven CommandCentral Aware Software Seat Licenses (Hosted) with 1 Yr. Subscription Each
- One Connector to the City's TriTech CAD System
- One Connector to the City's Milestone Video System
- One CloudConnect Aware Server
- Integration of existing Intelligent MiddleWare (IMW) server for location services
- Add 500 additional Location Licenses to existing IMW server
- Mapping integration

This proposal is subject to the enclosed Subscription Services Agreement and remains valid for a period of 90 days from the date of this cover letter. The City of Fort Worth may accept the proposal by returning to Motorola a signed copy of the aforementioned agreement. Alternatively, Motorola Solutions would be pleased to address any concerns the City may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Casey Moore, at 817-368-8683.

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

Sincerely,



Brad Rice
Area Sales Manager
Motorola Solutions, Inc.

City of Fort Worth, TX
Motorola Solutions Software Enterprise Platform Products

January 24, 2020
Use or disclosure of this proposal is subject
to the restrictions on the cover page.



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SECTION 1

SECTION TITLE

1.1 SOLUTION OVERVIEW

Motorola Solutions is pleased to present the following solution for the City of Fort Worth Police Department (“Customer”).

Motorola Solutions offering for CommandCentral Aware provides the ability to create a situational awareness front through consolidation of disparate systems and data such as camera feeds, incident information, resource locations, alerts and voice into a single interface.

CommandCentral Aware provides a consolidated, map-based common operating picture enabling enhance decision-making at your operation. Use the cloud-based platform to collaborate effectively across your operation with actionable intelligence. The cloud enables agencies to take advantage of new capabilities as they are developed, without an intrusive upgrade experience. Updates and new features are installed every few weeks, and users automatically get new capabilities the next time they log in. Cloud deployments also reduce the operational impact of faults and outages. This frees your staff to focus on strategic initiatives, instead of time-consuming tactical efforts, and drives greater value for public safety.

Participating Entities

The City of Fort Worth will be the sole participant entity as part of this offering for CommandCentral Aware.

Solutions Included

The proposed solution consists of two different scenarios.

Scenario 1 - one (1) CommandCentral Aware License (hosted) , 1 seat with MCC7500e Radio Console system integration, 1 year Subscription with Software Maintenance and Technical support services.

Scenario 2 - CommandCentral Aware Licenses (hosted), 7 seats with only one (1) MCC7500e Radio Console system integration, 1 Year Subscription with Software Maintenance and Technical support services

Application Software and System Components

The CommandCentral Aware solution designed for City of Fort Worth (“Customer”) is comprised of the following:

- One (1) CloudConnect server hardware
- CommandCentral Aware Introductory License
- TriTech CAD Integration for incident and unit location Automatic Vehicle Location (AVL)
- Milestone XProtect Video Management System integration
- MCC 7500e Radio Dispatch Console System Integration on a single Aware position on both scenarios.
- Location Services Integration
- Mapping Application including:

- Accuweather Service
- Agency Esri Data Sets Integration
- Interface Connectors as Presented in Table 1-1 and Table 1-2.
- Software Maintenance and Technical Support.
- Services as described in the Statement of Work.

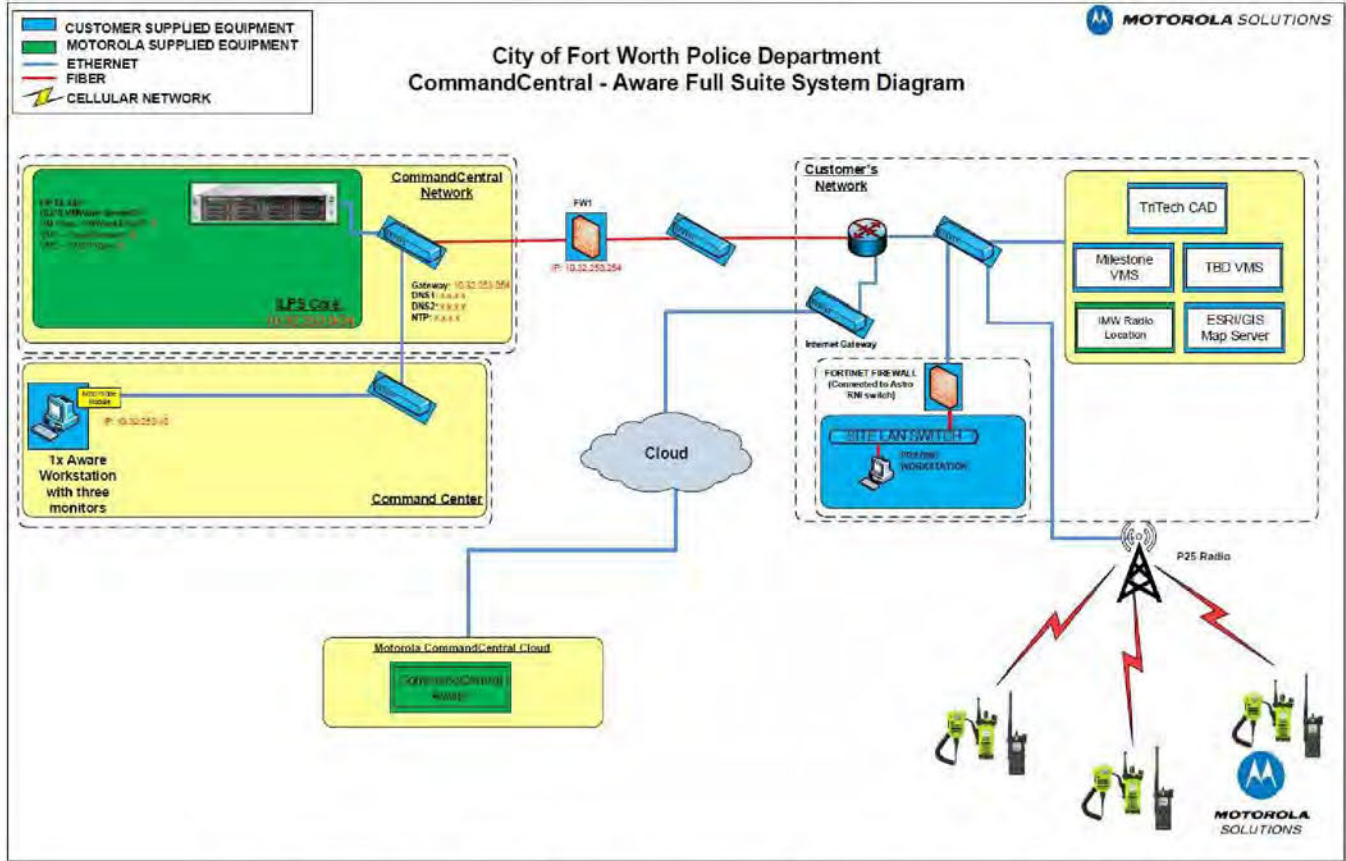


Figure 1-1: CommandCentral Aware Representative System Diagram for Scenario 1



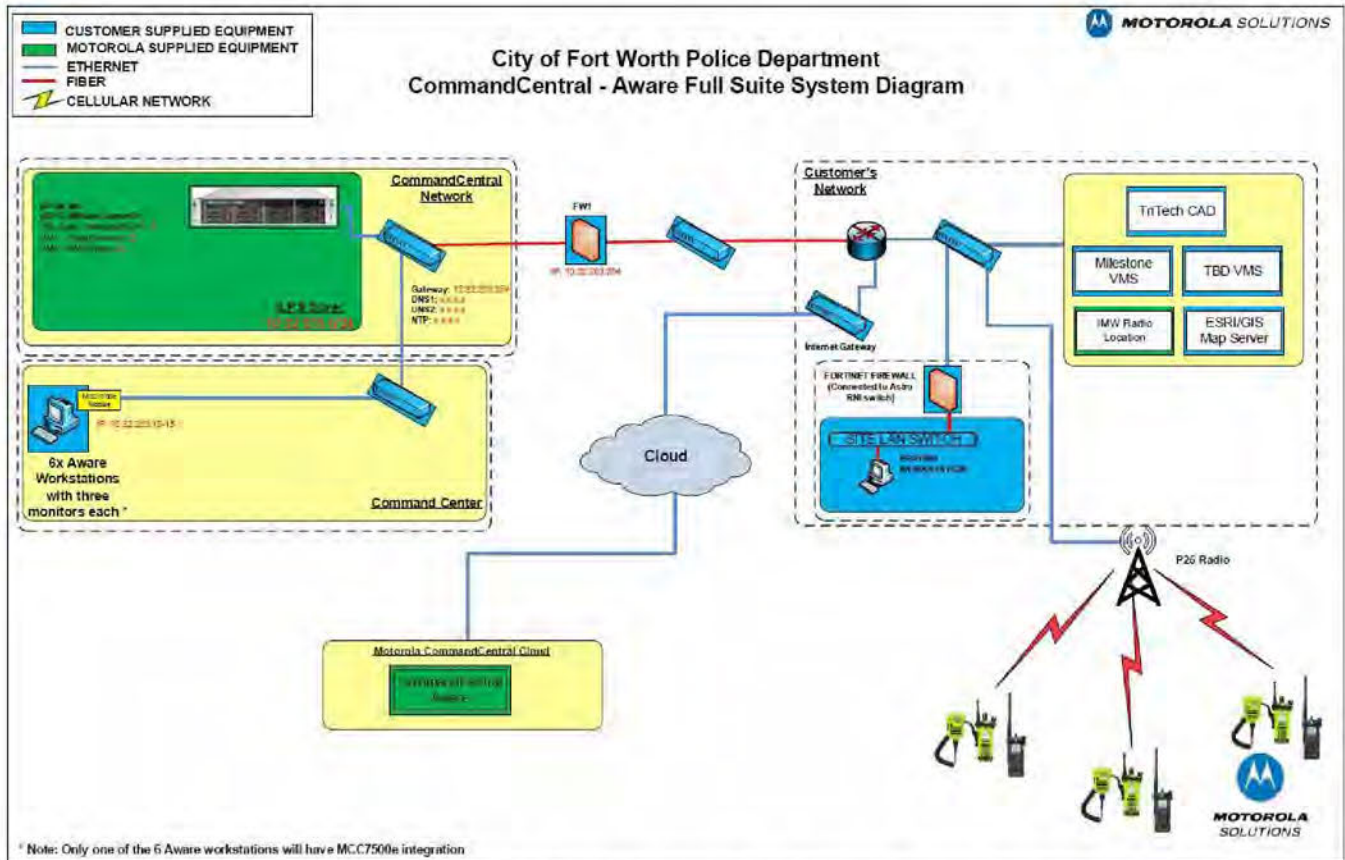


Figure 1-2: CommandCentral Aware Representative System Diagram for Scenario 2

CommandCentral Interface Connectors

The table below list the specific interfaces included in our solution. An Interface Specification Document (ISD) is included for each interface in Attachment A. Each ISD details the specific features and functionality of the interface and describes the implementation process and responsibilities of the involved parties. Any requests for change to the ISD following contract is subject review and consideration through the change order provision of the contract.

Table 1-1: Solution Interfaces

Interface Name	Interface Description
TriTech CAD	
Milestone Video Management System	
Avigilon ACC Video Management System	
Intelligent MiddleWare (IMW)	

CommandCentral interfaces are dependent on the functionality made available to Motorola Solutions by Customer's 3rd party system. Customer is responsible to provide connectivity to 3rd Party system via the SDK, API, or other Motorola Solutions approved access.

1.2 DESIGN CONSIDERATIONS

1. The following have been taken into consideration for the design of the CommandCentral solution for the Customer:
2. The CommandCentral Aware solution design includes separate data layers for radios, AVL, CAD events and other 3rd party data. Layers can be turned on and off by the Customer as desired.
3. The Customer will be responsible for connectivity between the various networks.
4. VPN remote access is required for Motorola Solutions personnel.
5. Customer is responsible for all necessary 3rd party upgrades of their existing system(s) as may be required to support the CommandCentral solution. Motorola’s solution does not include any services, support or pricing to support Customer 3rd party upgrades.
6. Customer is responsible for the impact to 3rd party systems inclusive of CommandCentral interfaces as a result of customer upgrading a 3rd party system. Motorola Solutions strongly recommends working with Motorola Solutions to understand the impact of such upgrades prior to taking any upgrade action.
7. Motorola will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the Customer for this project, even if Motorola has been involved in recommending such contractors.
8. Customer is responsible for providing backup power as necessary.
9. Customer will provide Internet access to CommandCentral Aware clients(s) and server(s). This includes software licenses and media and installation support from the Customer’s IT personnel.
10. Customer will provide Antivirus software for the Aware clients.
11. All electrical and or infrastructure improvement work required at Customer’s facility, as needed, is the responsibility of the Customer.
12. Backhaul equipment, installation, and support costs are to be provided by the Customer.
13. Aware and MCC7500e support MS Windows 10 Enterprise.
14. Customer to provide Aware workstations and monitors per Motorola supplied specifications as outlined in section 1.3.

Table 2: Aware Technical Discovery Requirements

Aware Technical Discovery		
Interfaces/Connectors (Required for Each Interface/Connector)	Customer Provided	Motorola Solutions Confirmed
Manufacturer and Current Software Version		
Confirm API/SDK Availability		
Provide IP Addresses		
Provide Data format		
Provide Data Frequency (Peak & average events & content)		
Provide Operational aspects (data latency, key fields/information, # inputs)		
Data path factors (bandwidth, NAT, latency, jitter)		

Additional VMS Interface/Connector Requirements		
*Number of Cameras connected to each VMS		
*VMS Archive and Archiver to Aware Clients		
*Provide GPS Coordinates for each camera		
Integration		
Customer's IP Network layout (Traffic segmentation, NAT required?, etc.)		
Active Directory and Email policies		
Customer's 3rd party IP Network Connections (Schools, Fire, Traffic, etc.)		
Remote Access Policy/Procedures		
Who owns/maintains each Customer network/firewalls?		
Additional Information Required for Integration with CAD & ALPR Systems		
Data delivery latency rate		
Data interface type		
*Fileshare/Dump		
*Webservices		
*SOAP/REST		
*SQL Extraction		
Database IP Address, login credentials, DB Version		
Data volume (calls per service, peak event rates)		
Data Fields		
*CAD event Geolocation data availability		
*AVL/ARL data available?		
*Event Types		
*Icons		
*Others(?)		
Additional Information Required for Integration with Streaming Servers		
Mobile data terminal types:		
*Manufacturer		
*OS version		
*Wireless Access		
*VPN Connectivity to core?		
Validate Data ingestion rate (may require system expansion**)		

1.3 HARDWARE ENVIRONMENT REQUIREMENTS

CloudConnect

Two (2) rack units per CloudConnect server with at least two (2) RU for air flow below and above with at least 30" depth.

Two (2) circuits to distribute power to the server rack (dual power supplies).

UPS (Uninterruptible Power Supply) at the site where the CloudConnect server and Aware workstations will be installed.

Aware Workstation Specification to be provided by the customer

Processor - Intel Xeon 6136 @3.0 GHz (12 cores)

Memory - 4 HP 8 GB (1x8GB) Single Rank

Drive - 1 NVMe 512G SSD

NIC - 1 1 Gb port NIC

OS - Windows 7 Professional or Windows 10 Pro

Graphics Card - NVIDIA Quadro P2000

Workstation Monitors Specifications to be provided by the customer

27-inch Narrow Bezel IPS Display, 2560X1440

1.4 CONNECTIVITY AND DESIGN REQUIREMENTS

Motorola will work with the Customer's IT personnel to verify that connectivity meets requirements. Customer will provide the network components.

The Customer will provide Internet access to the Cloud-Connect server supplied as part of this project. A minimum of 1 Gigabit network ports for the server will be made available by Customer.

The workstations positions will be connected through the local IP network.

Network Physical Requirements:

- Four (4) network ports for the CloudConnect server.
- One (1) network port per Aware workstation.

Network Bandwidth Requirements:

- Provide network ports that are 1GB capable and network routable.
- Bandwidth will be provided between the Aware Server, VMS Servers, Aware Clients, and Streaming clients to support multiple video streams simultaneously. Final bandwidth requirements will be determined during Contract Design Review.
- Minimum bandwidth needed between the CloudConnect server and the CommandCentral Aware platform is 1.1 Mbps.

Aware Design Requirements

- A maximum of 3000 Icons viewed on the CommandCentral Aware client at one time, per instance.
- A maximum of 100 updates per second on the CommandCentral Aware client.
- One block of ten (10) contiguous IP Addresses

Low latency is critical for real-time operations. The speed with which data appears on the Aware display depends in large part to how quickly the information is presented to the Aware interface. Major contributors to the latency are network delays and the delay time from occurrence of an event

to when that event information is presented to Aware from the source application (i.e., CAD, AVL, ALPR, etc.). Consequently, although the Aware strives to provide near-real-time performance, Motorola Solutions provides no guarantees as to the speed with which an event (or video stream) appears on Aware once the event is triggered.

1.5 MCC7500E REQUIREMENTS

Network Connection

The MCC 7500E Dispatch Console uses wired (Ethernet) or wireless broadband (e.g. 4G, Wi-Fi) networks to establish voice communications with trunked and conventional radios.

Bandwidth

Up to 35 kbps per channel, up to 175kbps for a 5 stream dispatch console and up to 350 kbps for a 10 stream dispatch console.

Network Jitter Allowed

131ms. max

Dropped Packets Allowed

1% packet loss max

Maximum Delay:

Latency between the console site where PRX 7000 Console Proxy is to be installed and the core – lowest latency site link to the core (RF Site or Console Site) < 10 ms

1.6 ASTRO P25 RADIO REQUIREMENTS

The solution can be deployed to send location data information via LMR. It requires a ASTRO 25 radio equipped with a GPS receiver with 7.18.8 or above firmware version.

ASTRO P25 Infrastructure Requirements

ASTRO 25 system release 7.14 or above is required if the data will be sent via the LMR system. Enhanced Data and Intelligent Middleware (IMW) in addition to a firewall to connect the system CEN and internet securely including a packet data gateway and GGSN for each zone are used to send the location updates and events can be enabled as part of that effort. Customer will be responsible to provide internet connection and will allow Motorola Solutions to add any necessary firewalls.

ASTRO 25 Voice Priority

ASTRO Enhanced Data subscribers give priority to voice transmissions over data.

Astro P25 Locationing

- GPS Activation
- Packet Data Interface
- Enhanced Data Operation
 - Supported on portables - APX 8000, APX 7000, APX 6000, APX 4000, APX 3000
 - Supported on mobiles - APX 7500, APX 6500, APX 4500

- Location Enabled
- Enhanced Data Enabled
- Enhanced Data Port List set to 4001

1.7 COMMAND CENTRAL AWARE PRODUCT DESCRIPTION

Motorola Solutions offering for CommandCentral Aware provides the Customer with the ability to create a situational awareness front through consolidation of disparate systems and data such as camera feeds, incident information, resource locations, alerts and voice into a single interface.

Agencies can increase the value of their software investments by connecting CommandCentral Aware to your current Computer Aided Dispatch (CAD), Call Handling, Land Mobile Radio (LMR), Video Management Systems (VMS), and other software platforms. Public safety agencies can accelerate workflows, improve ease of use, augment decision making and unify operational viewpoints.

CommandCentral Aware enhances incident response by integrating multiple disparate systems into a unified public safety workflow. CommandCentral Aware provides the ability to correlate information and events across multiple systems; radio, video surveillance, sensors, alarms, analytics, CAD, Records, and Mapping/GPS location.

CommandCentral Aware enables you to monitor activity from anywhere, act with necessary context, collaborate without distraction, respond quickly to escalating incidents, enhance response with real time video, streamline video management and agency workflows.

The proposed Command Central solution is FIPS 140-2 compliant. Our Command Central solution utilizes Microsoft's Azure cloud services which is certified for compliance with FIPS 140-2, see Microsoft's FIPS compliance statement <https://www.microsoft.com/en-s/trustcenter/compliance/fips>.

The Command Central Aware platform can identify radios by alias.

The following provide summary descriptions of the CommandCentral Aware products. Detailed descriptions can be found in the CommandCentral Aware product description document.

Mapping

CommandCentral Aware provides the consolidated, map-based common operating picture needed to enhance decision-making at any part of your operation. You can view all of your location-based data together, on a single map display.

Geospatial Event Mapping – See unit/device locations, CAD incidents, field personnel status and location, open-source data alerts, sensors and more, visualized on a map that can be customized with any of your agency's other data layers.

Event Monitors - CAD incidents, personnel status and location, open source data alerts, sensors and more, visualized on a map (i.e. Esri online, Esri server, or static map layers) that can be modified with any of your agency's other data layers.

Geographical Information System (GIS) Integration - Map display utilizes Esri ArcGIS online or ArcGIS Server map services provided by the Customer.

Data Layer Panel - Each data layer source can be shown or hidden based on selecting or deselecting it in the data layer panel.

Event Information Display - Details associated with each icon on the map can be viewed in an event information display upon clicking the icon.

Location

CommandCentral Aware maps GPS enabled land mobile radios (ASTRO P25 radios) and broadband devices (LTE/Wi-Fi enabled smartphones, tablets, and modems). The location solution supports the following capabilities:

- User & Resource Location - All available agency sources of location information and related metadata are ingested from broadband and land mobile radio (LMR) devices to pinpoint the location for vehicles and responders.
- Affiliation of Users, Devices and Units - A user can be affiliated with multiple devices (both broadband and LMR). Multiple users and their devices can be affiliated with a unit.
- Customizable Frequency of Reporting: Provisioned Cadence, On-Event, and On Request.
- Stale Location or Not Reporting Indication
- Best source determination – Receives location data by responder and/or vehicle and combines with unit/user information to intelligently determine the best source and identify it for consumption by the mapping application.
- Radio Emergency – When a radio enters emergency mode this is reported to the IMW and published on the Aware map display. The icon will change to show the emergency status of the radio. An alert can be set in the rules engine that will allow for a sound to be triggered and zoom the map to the extent of the geography (lat/long) of the unit reporting emergency mode.
- Cadence Changes based on Geo-Fenced Area – The ability to have the cadence change based on a pre-defined geo-fenced area drawn on the Aware map display is currently on the Aware development road-map for Q1 2020 release. The development road-map is subject to change and provided for informational purposes only.
- This proposal also includes 500 location user licenses for the City's existing IMW server. Note. Locations services also require a presence license in the IMW for each radio utilizing location services. No additional presence licenses are included with this proposal. At the time of this proposal the City of Fort Worth has 10,000 presence licenses and 2,000 location licenses installed on the City's IMW server.

Computer Aided Dispatch (CAD) Integration

CommandCentral Aware integrates with Flex CAD to provide a CAD status and event monitor capability. The CAD status monitor will allow the user to see a listing of incidents that includes: event type, location incidents, narrative, priority, status, geographic area, location of devices or units. The application consumes event driven data from multiple CAD systems allowing for real time assessment with other relevant data published to the platform such as officer location, alarms, alerts, tips, tactical information, voice and video.

Geographic Information System (GIS) Data Set Integration

CommandCentral Aware integrates with your hosted GIS data sets from Esri ArcGIS Server or ArcGIS online. The geospatial information contained within these data sets are core to the overall visualization of the intelligent map display. This adds to the common operating picture to enhance workflow details driven by geography and metadata contained within these data sets.

Esri's powerful geospatial engine within CommandCentral Aware is used to automatically invoke spatial queries to inform the user of nearby items, refine geographic boundaries and focus attention on location to orientate those responding. Utilizing the geospatial processing induces an intelligent driven analysis and help to eliminate additional noise on the map to not distract from the concentrated area of concern.

Example data sets may include (but not limited to):

- The ability to refine the data displayed based on geographic area defined per user (i.e. by Area, Beat, Sector, Precinct, Zone, Quadrant)
- Find nearby entities by predefined distance (i.e. closest camera while in route, closest cameras to an event (cad, gunshot detection, alert, etc.)
- Determining road blockades caused by traffic jams, flooded roadways, or barricades

MCC 7500E Dispatch Console Integration

CommandCentral Aware offers integration to an ASTRO 25 Radio System Dispatch Console (MCC 7500E) providing voice communication to/from the field. This integration provides additional situational awareness through voice to the common operating picture by allowing CommandCentral Aware users to initiate and receive calls via specific talk groups per incident.

CommandCentral Aware integrates with Motorola Solutions' ASTRO 25 MCC7500E Dispatch Console solution. This allows the Customer to integrate radio dispatch capabilities into CommandCentral Aware client workstation without requiring an alternate method to perform (i.e. a handheld radio).

Integration with the MCC 7500E Dispatch Console provides the CommandCentral Aware user with the following capabilities on the ASTRO 25 Radio Network:

Talk Resource (Trunked Talkgroup and/or Conventional Channel) Assignability: this is the ability to designate which talk resources that this position will use. This allows the user to choose (and therefore start using, i.e. receiving calls and have the ability to transmit) which talkgroups or conventional channels (talk resources) that they will put in service. This can be changed dynamically during run-time and is not necessarily fixed. So, if the user needs to add or remove a talk resource, they can do so.

1.8 ADDITIONAL SYSTEM COMPONENT DESCRIPTIONS

Video Management Systems

A core component of CommandCentral Aware is Video View. The module provides an ability to consume video content from a variety of Video Management Systems-VMS (live and recorded, fixed and mobile). Each VMS brings with it a variety of tools via an SDK. These tools can include, but not limited to, location, user controlled Pan Tilt Zoom (PTZ), Digital Zoom, Image Capture, Video rewind and export clip, and allow for historic search of recorded video. These features improve productivity from call to closure and increase responder safety.

In addition to functional tools, the Video View module can consume video analytics of automated license plate recognition, facial recognition and object detection. These capabilities will add greater refinement to video feeds to accurately assess detail, that the eye may not see, further enhancing the users experience within CommandCentral Aware. Component configuration within CommandCentral

Aware allows for specific use case definition expanding automated intelligence into the application via:

- **Workflow Configuration:** Automatically associates related data together from disparate systems to get a comprehensive view of the incident or threat occurrence. Displays nearby video sources based on CAD incident, sensor alarms and provided third party data alerts.
- **Real-Time Video Streaming:** Virtually patrol the community or immediately view the scene of an event in seconds by accessing up to 16 cameras simultaneously from video feeds via VMS System. Easily reference the video source, date, time and location as well as customize camera groups for quicker access to particular locations.
- **Device and Content Control:** Users can operate PTZ capable cameras, as well as perform a 10 second review from buffer. Snapshot pictures and video clips can be captured, stored and shared for timely situational awareness. Users can create rule-sets to perform automated actions based on event types, helping to reduce the amount of steps necessary to support an incident effectively.
- **Camera Location and Group Definition:** Can be provisioned through the CommandCentral Aware or read directly from the VMS.
- **Camera Field of View** can be defined via CommandCentral Aware and viewed on the map display. Users can toggle off and on the cameras that may or may not be pointed in the direction of the incident. Currently, the field of view can be imported as an image on the Aware map. This is accomplished by exporting a screen shot from the VMS that shows the camera's field of view and importing it into Command Central Aware. The ability to import the field of view information automatically via the VMS's API is currently on the Aware development road-map for Q1 2020 release. The development road-map is subject to change and provided for informational purposes only.

Visualization of the response scene seconds before the responder(s) arrive creates a virtual officer in the Command Center which provides additional security to those at the edge. This virtual officer can also act in the capacity of virtual patrol assigned to observe live video during large events or within high crime areas.

SECTION 2

STATEMENT OF WORK

2.1 PROJECT MANAGEMENT PLAN

2.1.1 Project Approach

Motorola Solutions is an experienced prime contractor and integrator of statewide, countywide, and citywide projects. Many members of Motorola Solutions' project staff have played key roles in designing and implementing systems similar in size and scope as designed for the City of Fort Worth Police Department ("Customer"). Motorola Solutions is proud of our legacy of industry leadership and our history of close working relationships with many state and local government users.

Motorola Solutions provides project managers (PM) and solutions architects (SA) focused on the design, deployment, and support of public safety systems. Our personnel have deployed solutions in hundreds of agencies and have developed the system integration expertise and methodologies to deploy mission critical systems for Public Safety agencies.

The project management methodology to be used in this project is based on the principles of the Project Management Institute's *Project Management Body of Knowledge (PMBOK)* and Motorola Solutions' extensive experience in project implementation. It includes processes to guide initiating, planning, executing, controlling, and closing projects to ensure on time and on budget completion while meeting the quality expectations of the stakeholders.

The project will be implemented in accordance with this Project Management Plan that will be reviewed and updated during the planning phase of the project. The Project Management Plan defines the project scope, schedule, and quality expectations of the project, and to provide a comprehensive strategy for managing the project. This document, combined with the Statement of Work, Project Schedule and Functional Acceptance Test plan comprise the documents that are collectively referred to as the Project Plan.

2.1.2 Project Management

Motorola Solutions' project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that ensure appropriate design, production, and testing is optimized to deliver a high quality, feature-rich system.

Motorola Solutions employs intelligent project management processes and tools such as Microsoft Project for schedule development and control and managing schedule and budget, and systematic Risk Management to assist the project team in accurately forecasting and effectively controlling project activities.

The assigned PM for each organization shall be the business representative and point of contact for the organization, responsible for coordination of the organization's resources and activities. The PM shall schedule all activities and resources as required to execute tasks, initiate review meetings, provide status information to their counterpart, and generally oversee the execution of the project

plan. Project management is an ongoing activity for the duration of the project and should be assumed to be part of every project task.

2.1.2.1 Motorola Solutions PM

We will designate a PM who will direct the efforts of our project team and the efforts of Motorola Solutions' subcontractors and third party vendors, as applicable, and serve as the primary point of contact for the City/County/Customer. The responsibilities of the Motorola Solutions PM include:

1. Maintaining the Project Management Plan.
2. Maintaining project communications with the Customer's PM.
3. Managing the efforts of Motorola Solutions staff and coordinate activities with the Customer's project team members.
4. Managing Motorola Solutions' subcontractors and third party vendors and integrating the delivery of third party content into the project.
5. Measuring, evaluating and reporting the progress against the project schedule.
6. Resolving deviations from the project schedule.
7. Monitoring the project to ensure that support resources are available as scheduled and as identified in the contract.
8. Coordinating and overseeing the installation/configuration of contracted Motorola Solutions application software.
9. Reviewing and administering change control procedures with the Customer's PM and in accordance with the change management provisions of the contract.
10. Conducting status meetings teleconferences as reasonably required to discuss project status.
11. Preparing and submitting a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated project schedule and action item log.
12. Providing timely responses to issues related to project progress raised by the Customer's PM.

2.1.2.2 Customer PM

The Customer will designate a PM who will direct the Customer's efforts and serve as the primary point of contact for Motorola. Responsibilities of the Customer PM include:

1. Maintaining project communications with the Motorola Solutions PM.
2. Identifying the efforts required of Customer staff to meet the task requirements and milestones in the Statement of Work and project schedule.
3. Consolidate all project-related questions and queries from Customer staff to present to the Motorola Solutions PM.
4. Reviewing the project schedule with the Motorola Solutions PM and assisting in finalizing the detailed tasks, task dates and responsibilities.
5. Measuring and evaluating progress against the project schedule.
6. Monitoring the project to ensure that resources are available as scheduled.
7. Attending status teleconferences.
8. Providing timely responses to issues related to project progress raised by the Motorola Solutions PM.
9. Liaising and coordinating with other agencies, Customer vendors, contractors and common carriers.
10. Reviewing and administering change control procedures, hardware and software certification, and all related project tasks required to maintain the implementation schedule.

11. Ensuring Customer vendors' adherence to overall project schedule and plan. Identifying signatory personnel authorized to approve and release payment and approving and releasing payments in a timely manner.
12. Assigning one or more personnel who will work with Motorola Solutions staff as needed for the duration of the project, including at least one application administrator and one or more representative(s) from the IT department.
13. Identify the resource that has the authority to formally acknowledge and approve change orders, approval letter(s) and milestone recognition certificates and to approve and release payments in a timely manner.
14. Providing building access to Motorola Solutions personnel to all facilities where the system is to be installed during the project. Temporary identification cards should be issued to Motorola Solutions personnel if required for access to Customer facilities. Access must be available twenty-four (24) hours a day during the course of this project.
15. As applicable to the CommandCentral Aware solution, assuming responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
16. Providing reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
17. Ensure a safe work environment for Motorola Solutions personnel.
If problems are encountered with hazardous materials, Motorola Solutions will immediately halt work and the Customer will be responsible for the abatement of the problem or Motorola Solutions and the Customer will jointly come to a mutual agreement on an alternative solution. Motorola Solutions will be excused from timely performance of its obligations pending such resolution.

2.1.2.3 Team Organization

The Motorola Solutions Software Enterprise organization is comprised of business groups that support the development and implementation of complex public safety communications systems. Members of several of these groups are involved from the solution conception through system completion.

The Motorola Solutions project team includes the project manager (PM) and subject matter specialists for each discipline and the various implementation activities

- SAs own the technical solution and have full responsibility for system design and performance, ensuring the technical integrity of the system design from contract throughout the entire project life-cycle. The SAs design the system and participate in the Contract Design Review (CDR) to confirm the system design meets the contracted requirements.
- Other groups support the efforts of the core team to ensure the successful implementation of the PremierOne solution.

The Customer's core project team should consist of a PM, a transformation lead, an application administrator, system administrator, subject matter experts (SMEs) from each primary discipline who will become system "super users" and who are empowered to make provisioning decisions on behalf of the agency, IT personnel, and training representatives. Note that in some cases, one person may fill more than one role. The project team must be committed to participate in activities for a successful deployment. Team member roles are generally described below:

- The PM shall be the business representative and primary point of contact and is responsible for coordination of resources and activities. The PM shall schedule all activities and resources as

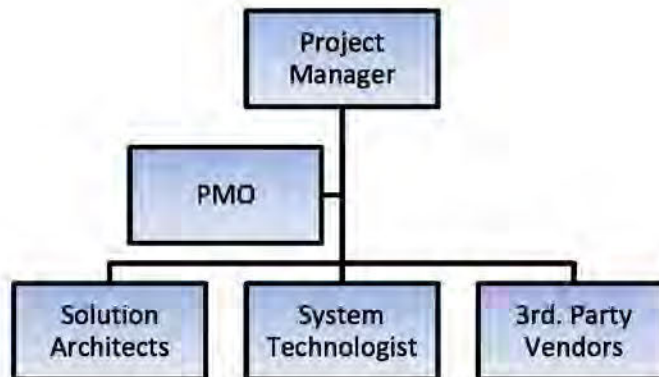
required to execute tasks, initiate review meetings, approve deliverables, provide status information to the Motorola Solutions PM, and generally oversee the execution of this plan.

- The SMEs are the core group of users that may be involved with business process reviews and analysis, the provisioning process, including making global provisioning choices and decisions, and training. These members should be experienced users in the working area(s) they represent and should be empowered to make decisions related to provisioning elements of CommandCentral products.
- Training representatives will be the point of contact for the Motorola Solutions AS when policy and procedural questions arise, act as course facilitators and are the Customer's educational monitors.
- User agency stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the contracting/primary agency. These resources will provide provisioning inputs to the SMEs if operations for these agencies differ from that of the core agency.

2.1.2.4 Organization Chart

An organizational chart is a graphic display of the project organization which shows relationships. It also communicates the project structure.

Figure 2: High Level Org Chart



2.1.3 Project Repository and Project Control Register

The official project repository is the location where all project documentation will be stored. This repository will be the primary repository of record in accordance with the records retention requirements of the performing organization's policies.

The project repository will be located at a Motorola provided Google site.

The repository is the primary tool the project manager will use to manage and control the project, and contains areas for the following:

- Customer meeting minutes
- Project schedule

- Action Item Register
- Risk Management Plan
- Approved Change Orders
- Approved Business Process Review Report
- Records Detailed Design Document
- Signed Milestone certificates
- Technical Project Documentation
 - Interface Specification Documents
- Acceptance Test Plan results (ATP)
- Shipping Documents
- Standard User Documentation
- Kickoff Presentation with Customer Design Review Presentations

2.1.4 Schedule Management

Schedule management includes the processes required to manage timely completion of the project. The objective of the schedule management plan is to establish a structured, repeatable schedule management process to ensure the following:

- Creation of a master, detailed schedule.
- Creation of a baseline for the originally planned work start and finish dates.
- Regular updates to the schedule.
- Routine monitoring of the progress of all activities against the baseline.
- Regular reporting of variance against the baseline.
- Corrective action taken if the project deviates significantly from the plan.
- Any new commitments or changes to planned work follow the change control procedure.
- Utilization of a scheduling tool to maintain a consistent schedule structure.

The schedule for this project will be maintained using Microsoft Project. The project schedule will be baselined before work on activities begins. The schedule will be stored in the project repository. Over the course of the project, the Motorola Project Manager will request the Customer to sign off on progress and billing different types of milestones.

2.1.4.1 Milestones

Progress Milestones memorialize completion of work during the project and could include events such as training completion, Interface Requirements Documents and other major deliverables. In addition, all contractual billing events will be memorialized with completion of a Milestone Certificate.

At such time a milestone event takes place, Motorola Solutions will submit a completed Deliverable Milestone Notification either via an informal email for minor milestones or in the form of a milestone certificate for major milestones. The Customer will identify the resource that has the authority to formally acknowledge and approve the Deliverable Milestone Notifications to whom Motorola Solutions will deliver the Notifications. Upon receiving a Deliverable Milestone Notification, the Customer will have fifteen (15) business days to approve or reject the Notification, including reasons for the rejection, in written form or electronically via email.

If the Deliverable Milestone Notification is rejected within the fifteen days, Motorola Solutions will address the reasons for rejection and resubmit the Deliverable Milestone Notification. The fifteen business day cycle will then be repeated until approval is achieved. Failure to acknowledge Milestone Notifications within the fifteen day period may adversely impact the project schedule.

During project initiation, the respective PMs will develop the delivery/milestone schedule.

2.1.4.2 Schedule Control

The schedule will be monitored and controlled by the project manager(s) in the following manner:

- Monitor the project schedule on a mutually agreed upon timeframe to determine if the project will be completed within the original effort, cost and duration.
 - Identify activities that have been completed during the previous time period and update the schedule to show they are finished and determine whether there are any other activities that should be completed but have not been.
 - If not, determine the critical path and look for ways to accelerate these activities to get the project back on its original schedule.
- Integrate any fully executed change requests into the project schedule baseline and provide project teams with an assessment of the impact on the timeline.
- Utilize performance reports to identify which dates in the schedule have or have not been met, as well as for alerting the project team to any issues that may cause schedule performance problems in the future.
- Obtain progress reports from the various project teams to monitor the status of tasks by collecting information such as start and finish dates, remaining durations for unfinished activities, and any known risks or issues.
- Changes to the schedule will be managed through the change control procedure.
- The action item register will be used as a tool to manage and report schedule variance by all project teams.

2.1.5 Communication Management

Communications management includes the processes required to ensure timely and appropriate generation, collection, dissemination, storage, and ultimately disposition of project information.

2.1.5.1 Communications Management Plan

The communication tools and documents addressed in the project plan are used for communication between project team members and between the project team members and stakeholders. All of these documents will be stored in the project repository. All project team members will have access to this database.

2.1.5.2 Meetings

Meetings are one of the major communication tools used in this project and will be documented in the format of minutes stored in the project repository. Meeting minutes will be taken during the meeting. The project team has the opportunity to comment or change information during the meeting.

The minutes should be released within 3 days of the meeting and if applicable, approved within 3 days of receipt. Some meetings (e.g., the Executive Steering Committee meeting) may have different timelines for approval of minutes. Please see the Meetings table below for differing timelines. Minutes for a meeting will be approved by the sponsor or designee.

2.1.5.3 Project Communication Tools and Documentation

Following are the types of tools that may be used for communication during this project:

Table 3: Example of Communication tools and documents

Communication Tool	Description	Frequency	Author(s)	Recipient(s)	Location
Status Reports	Summarize progress of the project and upcoming activities, including reporting budget and schedule variance	Monthly	Project manager	Project Sponsor	Google Drive
Meeting Minutes	Written record of a meeting	As Needed	Facilitator or designee	Meeting attendees and other interested parties	Google Drive
Project Schedule	Tracks cost and schedule variance and budget	Monthly	Project manager	Team	Google Drive
Project Status Meetings	Provide current project updates, review action items, track schedule and deliverables	Weekly	Project Manager	Team	Online

2.1.5.4 Project Escalation Process

The escalation process addresses those situations when an agreement cannot be reached between the project managers and one or more of its stakeholders in a timely manner. The project managers may enlist the assistance of its stakeholders in the resolution of an issue to ensure the resolution represents the best interests of the project and its stakeholders.

The first level in the escalation path would be to the sponsor. If the issue cannot be resolved at that level within the defined time period, the issue is escalated to the executive level.

The project team should always strive to make decisions and address items at the lowest level possible; however, when a resolution cannot be reached, the item should be escalated to ensure a decision is made before it impacts the project.

Motorola Solutions Escalation Process

If there are issues that cannot be resolved with the project team:

1. The first level in the Motorola Solutions escalation path would be to the Project Manager
2. If the issue cannot be resolved at that level within the defined time period, then the issue can be escalated to the Regional Resource/Program Manager.

3. If the issue cannot be resolved at that level within the defined time period, the issue can be escalated to the Director of Solutions Delivery.
4. If the issue cannot be resolved at that level within the defined time period, the issue may be escalated to the Vice-president of SPSS.

2.1.6 Quality Assurance

Service Quality: At major project intervals prior to key project milestones, a Quality Review will occur that will verify the adherence to plan. Included in such reviews could be readiness for major delivery activities, including provisioning, training, installation and pre-cutover, as well as review of major project deliverables for completeness and adherence to the Statement of Work.

2.1.7 Risk Management

Risk management is the systematic process of identifying, analyzing, and responding to project risks. It includes maximizing the probability and consequences of positive events, and minimizing the probability and consequences of adverse events to project objectives.

2.1.7.1 Risk Management Plan

A risk is considered to be an uncertain event that has the potential to affect project implementation. The practice of risk management is intended to plan and prepare for those possibilities and identify new potential risks throughout the duration of the project.

The process for flagging and managing risks is as follows:

1. Risk Identification - This will be done by reviewing project documentation and by conducting brainstorming sessions with the project team. During the planning phase, an initial evaluation of risks will occur by the project team, led by the project manager. A project team member can identify new risks at any point during the project.
2. Risk Response Planning - The risk index will be used to prioritize risks. The risks will be rated using the probability and impact as estimated and the risk trigger and owner will be identified for further monitoring of the risk. Risk Monitoring & Control - The risk owner will be responsible for monitoring the risk through the project execution and will report the status during every project management meeting. Any updates to the probability or impact of the risks will be communicated to the project manager of the project. When a risk occurs during the project it will be considered an "issue" and be handled according to the agreed response plan.
3. Risk Reporting - The risk response plan will be reviewed and updated for change in probability/impact of the existing risks, new risks identified, and any risk that occurred with the status of the response in action. The risks will be reviewed regularly at project management meetings.
4. Change Requests & Lessons Learned - Any change to the project activities to mitigate a risk or workaround for an unidentified risk may generate change requests. These change requests will follow the procedures detailed in the Change Control section of this document. Any lessons learned will be documented in the lessons learned repository for the project.

2.1.8 Action Items

An action item is defined as a question, problem, or condition that requires a follow up activity for resolution. If unsettled, an action item can become an issue, or depending upon the severity of the impact, a risk.



2.1.8.1 Action Items Management Plan

All action items will be documented in the project Action Item Register with the updated document being stored in the project repository. The procedures for handling an action item are as follows:

Raising the Action Item:

1. All project members are responsible for identifying action items.
2. The project manager designates the team member who will act as the “action item owner.”
3. The owner is primarily responsible for entering the action item.
4. The owner will be responsible for determining the person(s) who is/are assigned to resolve the action item and for notifying the responsible person of the action item.
5. The owner is the primary point of contact responsible for action item tracking, resolution and closure.

Evaluate/Prioritize Action Items:

1. The project manager, with key stakeholders, objectively assesses the priority each action item will receive with respect to its impact on the project.
2. Consideration in determining priority (high, medium, or low) includes:
 - Assessing the consequences of a delayed response to an action item on quality, project cost, scope, technical success, and schedule.
 - Assessing the impact of an outstanding action item on the overall project – not just the discrete action item.
 - Identifying potential risks associated with the action item.
 - Determining possible response to resolve an outstanding action item.

2.1.8.2 Monitor and Control:

1. The project team is responsible for monitoring and controlling action items weekly as follows:
 - Review action item log and assess existing action items that are not in a “Closed” status to determine if:
 - ◆ The priority has changed.
 - ◆ The due date needs to be changed; If the due date is past due it either needs to be extended out further, or an explanation needs to be added to the notes section providing a current update on the action item and when it is expected to be completed).
 - ◆ Ownership needs to be changed.
 - ◆ The action item status is “Completed” and can be “Closed”.
 - Identify and assess new action items.

2.1.8.3 Communication:

1. Communicate status of action items to team members and stakeholders.

2.1.8.4 Escalation:

1. Once the project manager identifies that an action item due date has passed without resolution, the action item may become an issue, based on the priority and potential impact to the project.

2.1.8.5 Closing the Action Item:

1. After it has been completed and communicated, it is the responsibility of the owner to close the action item.

2. The project manager will audit to ensure action items are resolved and closed.

2.1.9 Change Control

Change Control is concerned with influencing the factors that create changes to ensure that changes are agreed upon, determining that a change has occurred, and managing the actual changes when and as they occur.

Changes to the project can impact a variety of areas including cost, scope, schedule, and quality. Changes to the project that impact one or more of these areas must be approved via the change control process outlined in the Contract.

A change request is used to identify a change in cost, schedule, scope, and/or quality relating to the project. The change request will specify what the change is and how it will affect cost, scope, schedule, and/or quality. There are times when the change may affect one without the others.

All change requests must be approved or rejected by the sponsor or designee and will be documented in the project repository.

2.1.9.1 Change Request Procedure

Motorola Solutions and the Customer will utilize the following change control process to manage changes during the life of the project.

1. A change request must be submitted via email to document the potential change - the email for the proposed change must be submitted to Motorola Solutions and the Customer's project managers who will in turn provide it to relevant parties for assessment.
2. All change orders will be logged and tracked - the Customer project manager will record the request in the change management log section of the project control register and will update the log throughout the process.
3. The change will be reviewed and, if acceptable to the Customer, Motorola Solutions will submit to Customer an estimate of the impact to cost, schedule, scope, and quality.
4. Motorola Solutions will continue performing the services in accordance with the original agreement unless otherwise agreed upon by the Customer's project manager (work cannot commence on any new activities related to the change request until all parties agree in writing).
5. Motorola Solutions project manager and Customer project manager will adapt project plans to incorporate approved changes.

2.1.9.2 Change Control Process

Steps for the change control process are as follows:

1. Complete a write-up for the proposed change and submit copies to Motorola Solutions and Customer project manager(s) who will in turn provide to relevant parties for assessment.
2. Record the request in the change management log section of the project control register.
3. Investigate the impact of the proposed change (cost, schedule, scope) and evaluate the impact of not performing the change.
4. Prepare a response to the proposed change.
5. Retain the original in the project repository.
6. Motorola Solutions and Customer agree whether the change should be performed and obtain authorization sign-off of the change request.
7. The appropriate document is created.



If Change is not Accepted:

1. Motorola Solutions project manager will discuss and document the issue with the Customer project manager.
2. The proposed change can be modified and re-submitted, or withdrawn, if it is agreed to be non-essential (in this case, the reasons will be documented).

If Change is Accepted:

1. Once the change request has been approved and signed by the authorized parties, work may begin.
2. Motorola Solutions project manager and the Customer project manager will adapt project plans to incorporate the approved change.
3. Both Motorola Solutions and the Customer must sign-off that a change has been complete.
4. The change control log will be updated.
5. The change control log will be supplied at the progress meetings and/or in status report.

2.2 STATEMENT OF WORK

2.2.1 Overview

This Statement of Work (SOW) describes tasks to be performed in implementing the solution and the deliverables to be furnished to the City of Fort Worth Police Department, Idaho (“Customer”). The tasks described herein will be performed by Motorola Solutions, its subcontractors (as applicable), and the Customer to implement CommandCentral Aware. When assigning responsibilities, the phrase “Motorola Solutions” includes our subcontractors and third-party partners.

Motorola’s project manager will use the Statement of Work to guide the deployment process and coordinate the activities of Motorola Solutions resources and teams. The project manager will also work closely with the Customer’s project manager to clearly communicate the required deployment activities and schedule tasks involving Customer resources.

The scope of this project is limited to supplying the contracted equipment and software licenses as described in the System Description and system integration and or subscription services as described in this SOW and System and Services agreements. Deviations and changes to this SOW after contract are subject to mutual agreement between Motorola Solutions and the Customer and will be addressed in accordance with the change order provision of the Contract.

2.2.2 Implementation Considerations

Motorola Solutions has made several decisions and considerations in preparing this quote, which are noted below. Motorola reserves the right to modify the solution to incorporate changes for any invalid assumptions. Changes to the equipment or scope of the project after contract may require a change order.

1. The preliminary estimate for completion is three to four months pending date of purchase and Motorola Solutions resource availability. A project schedule will be finalized during the Contract Design Review.
2. All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00p.m. local time for all non-service affecting work. Motorola understands that service

- affecting work may need to be scheduled after hours and will work with the City to accommodate this as necessary.
3. Customer will provide Motorola Solutions staff access to facilities and systems as required to enable Motorola Solutions to perform its tasks in accordance with the project schedule.
 4. State, local or federal permits as may be required for the installation and operation of any equipment associated with this solution are the responsibility of the Customer and are not part of Motorola Solutions scope.
 5. The Customer will provide desk-space and furniture for each Aware console position included in this solution.
 6. Motorola Solutions has no responsibility for the performance of and/or delays caused by contractors or vendors engaged by the Customer for this project.

2.2.3 Contract Award and Management

2.2.3.1 Contract Award

Motorola Solutions and the Customer execute the contract and both parties receive copies of the executed contract.

2.2.3.2 Contract Administration and Project Initiation

After the contract is executed, the project is set up in the Motorola Solutions information and management systems. Motorola Solutions and the Customer assign project resources. The kick-off meeting is scheduled.

2.2.3.3 Project Kickoff

The purpose is to introduce project participants and review the overall scope of the project.

Motorola Solutions Responsibilities:

1. Conduct a project kickoff meeting before the Contract Design Review (CDR) via teleconference.
2. Ensure key project team participants attend the teleconference.
3. Introduce all project participants.
4. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
5. Review the overall project scope and objectives.
6. Review the resource and scheduling requirements.
7. Review the initial Project Schedule with Customer to address upcoming milestones and/or events.
8. Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
9. Provide a list of additional materials required to enable a successful CDR.

Customer Responsibilities:

1. Ensure key project team participants attend the teleconference.
2. Introduce all project participants.
3. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
4. Provide requested information on 3rd party API, SDKs, data schema and any internal and 3rd party documents necessary to establish interfaces with all local and remote systems and facilities within ten (10) days of the Project Kickoff Meeting so as not to impact the project schedule.

5. Provide VPN access to Motorola Solutions staff to facilitate delivery of services described in this Statement of Work.
6. Acknowledge the list of requirements and schedule needed to finalize design for CDR.
7. Ensure any necessary non-disclosure agreements, approvals, and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to 3rd party licensing agreements.
8. Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola Solutions resources to obtain access to each of the sites identified for this project.
9. Provide the contact information for the license administrator for the project. I.e. IT Manager, CAD Manager, and any other key contact information as part of this project.

Completion Criteria:

1. Project kick-off meeting completed.

Motorola Solutions Deliverable

Title
Project Kickoff Meeting Minutes

2.2.4 Contract Design Review (CDR)

The objective of the CDR is to review the project scope, project schedule, technical components, equipment list, training approach and test plan with the Customer project team.

Any changes to the contracted scope can be initiated via the change provision of the contract.

Motorola Solutions Responsibilities

1. Review the contract exhibits: System Design, Statement of Work, Project Schedule, and, Interface Specification Document(s) as applicable.
2. Review 3rd party partner and components for the installations of the video surveillance system included in this project.
3. Review the technical, environmental and network requirements of the provided Aware solution.
4. Conduct reviews of the ISDs to explain how the contracted interface(s) function.
5. Document variances between the Customer's expectations and the ISDs.
6. Review the initial Project Schedule and incorporate Customer feedback resulting in the implementation project schedule. The project schedule will be maintained by Motorola Solutions and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the contract.
7. Review the test plan that will include test procedures that define steps to be taken to validate functionality, pass/fail criteria, and the resolution for deficiencies.
8. Request shipping address and receiver name.
9. Provide completed paperwork, provided to Motorola Solutions during project kickoff, that enables Motorola Solutions resources to obtain site access.
10. Work with Customer to review and memorialize project completion criteria and definition of completion of project.
11. Motorola Solutions is not responsible for issues our control. Such as but not limited to improper frequency coordination by others and non-compliant operation of other radios.

Customer Responsibilities

1. Project Manager and key Customer assigned designees attend the meeting.

2. Provide network environment information as requested.
3. Make knowledgeable individuals available for the ISD reviews.
4. Provide input on the current use of the interface and verify that the functional specification in the ISD meets the use case or identify desired changes to the specifications.
5. Provide requested information on API, SDKs, data schema and any internal and 3rd party documents necessary to establish interfaces with all local and remote systems and facilities within ten (10) days of the Project Kickoff Meeting.
6. If applicable, test existing equipment and/or any 3rd. party equipment with which Motorola equipment will interface.
7. Providing shipping address and receiver name.
8. Provide locations and access to the existing data and video equipment that will be part of the CommandCentral system per contract.
9. Work with the owners of the new and existing data and video equipment to establish network connectivity (where applicable).
10. Work with Motorola Solutions to review and memorialize project completion criteria and definition of completion of project.

Completion Criteria

1. The CDR is complete upon both parties memorializing the project completion criteria.

2.2.5 Shipping and Procurement - Hardware/Software

2.2.5.1 Procure and Ship Equipment

Motorola Solutions Responsibilities

1. Procure contracted equipment in accordance with the equipment list.
2. Arrange for shipping to Customer location
3. Notify Customer of equipment shipping specifics and ETA for arrival.

Customer Responsibilities

1. Provide and install all communications lines and network equipment and configuration that are not Motorola provided in accordance with the project schedule.
2. Provide software required for the support of interfaces that have not been contracted for through Motorola.

Completion Criteria

1. Equipment order is completed and shipped to Customer.

2.2.6 System Installation

2.2.6.1 CommandCentral System General Installation and Configuration

Motorola Solutions Responsibilities

1. Receive and inventory contracted equipment (reference equipment list).
2. Rack and install the CloudConnect server on existing Customer equipment rack.
3. Connect server power to power source PDU provided by the Customer.
4. Connect server to the Customer's network switch.



5. Assign the Customer provided IP addresses to both the physical and virtual machine servers.
6. Configure Server with contracted software licenses.
7. Configure Aware workstations with monitors supplied by Customer per MSI specifications. The following number of workstations for each scenario shall be as follows:
 - Scenario # 1: 1 workstation with 3 monitors
 - Scenario # 2: 6 workstation with 18 monitors total (3 monitors for each)
8. Connect and test the monitors connected to the workstation in accordance with the system design diagram and documentation.
9. Configure the MCC7500e consoles proxy server and firewall to integrate the Customer's Radio network into the Aware workstations .
10. Upgrade the radio core with the MCC7500E supplied licenses in this project.
11. Provision of the username/password for the two (2) MCC7500E consoles.
12. Install the MCC7500E console software on both Aware workstations and configure the audio devices (microphone, speakers and headsets).
13. Configure network connectivity and test connection to the CloudConnect server.
14. Configure video management systems and including cameras IP mapping (not to exceed 200 cameras) supplied by the Customer.

Customer Responsibilities

1. Provide access to the sites as required for Motorola Solutions to complete installation activities.
2. Provide IP addresses for server and workstation equipment per system design documentation.
3. Provide AC receptacles within ten (10) feet of locations where equipment is to be installed.
4. Provide a 1 Gigabit network Ethernet port within six (6) feet for each of the workstation's installation area. Provide user names, email addresses, phone numbers in order to create logons for system
5. Provide all required 3rd. party API and SDK licensing and documentation for Customer's existing systems such as CAD, Video Management Systems, etc.(as applicable).
6. Provide a dedicated delivery point for receiving, inventory and storage of equipment.
7. Provide an antivirus software for the Aware workstations and CloudConnect server.
8. Decommission, remove and/or dispose of any existing equipment being replaced by the CommandCentral Aware solution.

Completion Criteria

1. Aware system equipment installation and configuration is complete.

2.2.6.2 Interfaces/Connectors and Integration

Development of interface connectors (if required) will be completed in accordance with the ISD(s).

Connectivity will be established between CommandCentral Aware and the external and/or third-party systems to which CommandCentral Aware will interface. Motorola Solutions will configure Aware to support each contracted connector. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the connector(s).

Motorola Solutions Responsibilities

1. Develop interface connector(s) (if required) in accordance with the ISD(s).
2. Establish connectivity to external and third-party systems.
3. Configure interface connector to support the functionality described in the ISD(s).
4. Perform unit testing of each interface connector.

Customer Responsibilities

1. Act as liaison between Motorola Solutions and third-party vendors or systems as required to establish connectivity with CommandCentral Aware.
2. Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola Solutions' connector installation efforts.
3. Provide network connectivity between Aware and the third-party systems.
4. Adhere to the requirements presented in the ISD(s).

Motorola Solutions Deliverables

Title
Contracted Connectors
- TriTech CAD Connector
- Milestone XProtect Video Management System Connector
- Avigilon ACC Video Management System Connector

Unknown circumstances, requirements and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Aware to some 3rd party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola Solutions is provided with information and access to systems Motorola Solutions will be able to mitigate these difficulties. If Motorola Solutions mitigation requires additional third-party integration, application upgrades, API upgrades, and/or additional software licenses those costs will need to be addressed through the change provision of the contract.

2.2.6.3 CommandCentral Aware Geospatial Mapping Configuration

Motorola Solutions Responsibilities

1. Installation and configuration of the connection to the Customer mapping system, (i.e. ESRI online, ESRI server, or static map layers).
2. Add camera locations to ESRI system map and configure hot links within Aware system.
3. Test mapping layers and links in accordance with the system Design Document.

Customer Responsibilities

1. Provide access to ESRI/GIS system and/or GIS personnel
2. Provide published GIS map layers.
3. Work with Motorola Solutions staff to publish specific maps beneficial to the Customer analysts.

Completion Criteria

1. Aware Geospatial Mapping configuration is complete.

2.2.6.4 Location Integration

Motorola Solutions Responsibilities

1. Provide all associated software and licenses required to provide Customer with CommandCentral Aware Location tracking functionality.
2. If an upgrade to Customers IMW is required to support CommandCentral Aware, provide hardware required upgrade to Customer.
3. Provide integration services between the radio network and CommandCentral network.
4. Configuration and updates to the IMW system network required to support the location and mapping CommandCentral Aware application.

5. Provide CommandCentral Aware provisioning support.

Customer Responsibilities

1. Provide the backhaul connections for cloud services based on Motorola's recommended network specifications.
2. Customer will be responsible for any subscriber provisioning.
3. Mount the sensors to their holsters.
4. Provision subscribers as needed

2.2.7 System Installation & Configuration Acceptance (Milestone)

1. All Motorola CommandCentral supplied equipment and software is installed, configured and accepted by City of Fort Worth.

2.2.8 CommandCentral Aware Training

CommandCentral Aware training is made available to you via Motorola Solutions Software Enterprise Learning Management System (LMS). This subscription service provides you with continual access to our library of on-line learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to them

LMS Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities

1. Initial set up of Panorama* and addition of administrators.
2. Provide instruction to Customer LMS Administrators on:
 - a. Adding and maintaining users
 - b. Adding and maintaining Groups*.
 - c. Assign courses and Learning Paths*
 - d. Running reports.

Customer Responsibilities

1. Provide Motorola with names (first and last) and emails of Customer LMS administrators
2. Provide access to learningservices.motorolasolutions.com
3. Complete LMS Administrator training
4. Advise users of the availability of the LMS
5. Add/modify users, run reports and add/modify groups.

Completion Criteria

1. Work is considered complete upon conclusion of Motorola Solutions provided LMS Administrator instruction.

***Panorama** - A panorama is an individual instance of the Learning Management System that provides autonomy to the agency utilizing.

***Groups** - A more granular segmentation of the LMS that are generally utilized to separate learners of like function (i.e. dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LMS.

***Learning Path** - A collection of courses that follow a logical order, may or may not enforce linear progress.

2.2.9 Functional Acceptance Testing

The objective of functional acceptance testing is to test the features, functions and interfaces (as applicable) of the system that will be used by the Customer to validate they perform according to the contractual requirements. The test plan may not test all functions of the system if they have been identified as not being applicable to the Customer's operations or for which the system has not been provisioned. If additional on-site tests are required, it will be addressed via the change order provisions.

Motorola Solutions Responsibilities

1. Conduct acceptance testing in accordance with the approved test plan.
2. Develop remediation plan for features that fail the test.

Customer Responsibilities

Witness the functional acceptance testing and acknowledge its successful completion.

15. Participate in the documentation of items that fail testing and note the remediation action.

Completion Criteria:

1. Successful completion of all tests per the test plan.

2.2.10 As-Built Documentation

Motorola Solutions Responsibilities

1. Provide an electronic as-built documentation on a Compact Disk (CD). The documentation will include the following:
 - a. Functional Acceptance Test Plan test sheets and results
 - b. CommandCentral Solution Configuration / Diagrams
 - c. System password list
 - d. System IP Plan

Customer Responsibilities

1. Acknowledged receipt of As-Built documentation provided by Motorola.

Completion Criteria

1. Customer receipt of As-Built documentation.

2.2.11 Live Cut and Transition to Support

2.2.11.1 Live Cut

Following the completion of testing Motorola Solutions and Customer will schedule a mutually agreeable time to officially transition to production use of the CommandCentral Aware system. This Live Cut event memorializes the closure of the implementation phase of the project and transitions Customers on-going support to Motorola Solutions Support organization.

Motorola Solutions Responsibilities



1. Motorola Solutions and Customer determine a mutually agreed upon Go-Live date based upon discussions held during the CDR.
2. Conduct Go-Live teleconference with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

Customer Responsibilities

1. Attend Go-Live teleconference and determine Go-Live plan with Customers users.
2. Notify the user group (s) affected by the Go-Live (date and time).

Completion Criteria

1. Customer uses the CommandCentral Aware system in production mode.

2.2.11.2 Transition to Support

Following the live cut event, the Motorola Solutions Project Manager will conduct a call between the Customer and the Motorola Solutions Support organization for introductions and a review of how to engage support.

Motorola Solutions Responsibilities:

1. Provide Customer with Motorola Solutions Support engagement process and contact information.
2. Gather contact information for Customer users authorized to engage Motorola Solutions Support.
3. Schedule and facilitate the handover call between Customer and Motorola Solutions Support organization.

Customer Responsibilities:

1. Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions Support.
2. Participate in the handover call, familiarize themselves with the terms and conditions of support
3. Engage the Motorola Solutions Support organization as needed.

Completion Criteria:

1. Conclusion of the handover to support call constitutes completion of implementation activities.

2.2.12 Post Implementation Consultative Service

CommandCentral Aware Post Implementation Consultative Service provides you with a personalized experience during the first weeks as a CommandCentral customer. On-site consultation services provide individualized assistance and provide your personnel with the knowledge to operate and customize CommandCentral Aware within your organization. This includes understanding how to identify and distribute incident-relevant intelligence from aggregated data, query and video sources to first responders in real time, and proactively identify issues before they escalate. You will receive

Aware Full Suite - two (2) - two (2) day on-site consultation sessions. The first session to be scheduled within 30 days of transitioning to Motorola Solutions Support. The second session to be scheduled 90 days from the conclusion of the first on-site session.

Motorola Responsibilities

1. Deliver the contracted on-site service

Customer Responsibilities

1. Schedule on-site service as required following the transition to Motorola Solutions support.
2. Schedule and coordinate the resources who will work with the Motorola Solutions CommandCentral Aware Post Implementation Consultant.

Completion Criteria

1. Tasks are considered complete following the delivery of the on-site consultation.

2.3 OPTIONALLY OFFERED COMPONENTS FOR ADDITIONAL PURCHASE

Each of the following service options may be purchased to further enhance the CommandCentral Aware user experience.

2.3.1 CommandCentral Aware On-Site Training

On-site training consists of three (3) days of on-site instructor lead discussion and hands on workshop. On-site training supplements the user learning experience provided by the Motorola Solutions Software Enterprise Learning Management Systems (LMS) and is structured to your individual needs.

Motorola Solutions Responsibilities

1. Conduct training discovery teleconference with Customer's PM or Training Manager to understand the Customer needs and objectives of Motorola Solutions on-site training.
2. Develop Customer specific curriculum and route to Customer for review and approval.
3. Schedule on-site training
4. Upon completion of on-site training, provide Customer with a Training summary report focusing on suggested Customer actions that will enable greater success in using the CommandCentral Aware features.

Customer Responsibilities

1. Participate in the training discovery teleconference.
2. Review and approve the Customer specific curriculum prior to Motorola Solutions scheduling on-site training.
3. Provide a classroom and training environment that enables participants to focus on learning without distraction or interruption. The training environment must provide internet access, access to the CommandCentral Aware system and accommodate up to twelve participants.
4. Provide one workstation with three monitors for each participant and one workstation with three monitors for the Motorola Solutions instructor.

Completion Criteria

1. Work is considered complete upon conclusion of the on-site instructor led training.

2.3.2 CommandCentral Aware Post Implementation Tune Up

CommandCentral Aware Post Implementation Tune Up service allows you to further benefit from Motorola Solutions Professional Services consultant through two individual one-day on site sessions. Similar to the Post Implementation Consultative Services our Consultant will one on one time with

your designee to address any operation concerns you may have and to provide recommendations to further optimize your use of CommandCentral Aware. Topics of discussion could include the following:

- Make recommendations for optimal use
- Review zone/beat assignments and rules for selected users
- Review custom rules creation for selected users
- Additional follow up, as needed, on any open items

Motorola Solutions Responsibilities

1. Deliver the contracted on-site service

Customer Responsibilities

1. Schedule tune-up service via the Motorola Solutions support organization.
2. Schedule and coordinate the resources who will work with the Motorola Solutions CommandCentral Aware Post Implementation Consultant.

Completion Criteria

Tasks are considered complete following the delivery of the on-site consultation.



SECTION 3

PRICING SUMMARY

3.1 SCENARIO # 1: COMMANDCENTRAL AWARE HOSTED SOLUTION (1 SEAT) – PRICING SUMMARY

CITY OF FORT WORTH, TX CommandCentral Solutions		
Command Central AWARE	Price	Annual Subscription
Command Central Aware Hosted Solution Introductory Offering Includes: <ul style="list-style-type: none"> - CommandCentral Aware Licenses (Hosted) - 1 seat, 1 year subscription with Software Maintenance and Technical Support. Includes: - CAD integration with the City's existing TriTech CAD Systems - Video Integration with the existing Milestone Xprotect, IndigoVision Video Systems - One Video connector for Integration to Avigilon Control Center (ACC) Video Management System - Motorola Solutions existing ASTRO 25 Radio System Integration emergency button alert and Mapping application including Accuweather Service, Agency ESRI Data Sets Integration - 1 CloudConnect Aware Server 	\$45,212	\$31,600
Aware Implementation Services Including: Project Management, Engineering, Configuration, Installation, Programming, Integration , One time Connector set-up fees, Start-up fees and Commissioning of the CommandCentral Aware SaaS Licenses , 3-days Aware On-site Training and Aware Onboarding & Operational Services	\$170,467	
CommandCentral Aware Hosted Platform Year 1 Total:	\$215,679	
Aware workstation (Qty.1) and monitors <i>(To Be Supplied by Customer)</i>		\$0
MCC7500e Radio Consoles Integration Integration to the existing Motorola Dispatch Radio Console System MCC7500e into 1 Aware workstation, Including all the software & hardware required and System Integration services		\$59,458
CommandCentral Aware SaaS Solution Grand Total Yr.1:	\$275,137	
CommandCentral Aware Solution Subscription Renewals - Years 2 & 5		\$134,665
CommandCentral Aware Hosted Solution, 1 seat - 5-Year Subscription Agreement Grand Total:		\$409,802



3.1.1 Scenario # 1 Annual Subscription Breakdown

Subscription Renewals	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Annual Subscriptions TOTAL
CommandCentral - Out-Years 2 - 5					
Aware SaaS Licenses , 1 Seat- Annual Subscription	\$31,600	\$31,600	\$31,600	\$31,600	\$126,400
MCC7500e Consoles - Annual SMA	\$2,066	\$2,066	\$2,066	\$2,066	\$8,265
Annual Subscriptions Renewals - Years 2 - 5 Grand Total:	\$33,666	\$33,666	\$33,666	\$33,666	\$134,665

3.2 SCENARIO # 2 : COMMANDCENTRAL AWARE HOSTED SOLUTION (7 SEATS) – PRICING SUMMARY

CITY OF FORT WORTH, TX CommandCentral Solutions		
Command Central AWARE	Price	Annual Subscription
Command Central Aware Hosted Solution Introductory Offering Includes:	\$177,214	\$164,014
<ul style="list-style-type: none"> - CommandCentral Aware Licenses (Hosted) - 7 seats, 1 year subscription with Software Maintenance and Technical Support. Includes: - CAD integration with the City's existing TriTech CAD Systems - Video Integration with the existing Milestone Xprotect, IndigoVision Video Systems - One Video connector for Integration to Avigilon Control Center (ACC) Video Management System - Motorola Solutions existing ASTRO 25 Radio System Integration emergency button alert and Mapping application including Accuweather Service, Agency ESRI Data Sets Integration - 1 CloudConnect Aware Server 		
Aware Implementation Services Including: Project Management, Engineering, Configuration, Installation, Programming, Integration , One time Connector set-up fees, Start-up fees and Commissioning of the CommandCentral Aware SaaS Licenses , 3-days Aware On-site Training and Aware Onboarding & Operational Services	\$171,039	
CommandCentral Aware Hosted Platform Year 1 Total:	\$348,253	
Aware workstations and monitors (To Be Supplied by Customer)		\$0
MCC7500e Radio Consoles Integration Integration to the existing Motorola Dispatch Radio Console System MCC7500e into 1 Aware workstation, Including all the software & hardware required and System Integration services		\$59,458
CommandCentral Aware SaaS Solution Grand Total Yr. 1:	\$407,711	
CommandCentral Aware Solution Subscription Renewals - Years 2 & 5		\$664,321
CommandCentral Aware Hosted Solution, 7 seats - 5-Year Subscription Agreement Grand Total:		\$1,072,032

3.2.1 Scenario # 2 Annual Subscription Breakdown

Subscription Renewals	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Annual Subscriptions TOTAL
CommandCentral - Out-Years 2 - 5					
Aware SaaS Licenses , 7 Seat- Annual Subscription	\$164,014	\$164,014	\$164,014	\$164,014	\$656,056
MCC7500e Consoles - Annual SMA	\$2,066	\$2,066	\$2,066	\$2,066	\$8,265
Annual Subscriptions Renewals - Years 2 - 5 Grand Total:	\$166,080	\$166,080	\$166,080	\$166,080	\$664,321

3.3 LOCATION AND PRESENCE LICENSES

IMW Location and Presence Licences	Pricing
500 IMW Location Licenses (UA00014AA)	\$32,400
HGAC and Fort Worth Discounts	(\$4,698)
Grand Total	\$27,702

Note, IMW location services licenses also require a corresponding presence licen

se. At the time of this proposal the City of Fort Worth has 10,000 presence licenses and 2,000 location licenses enabled on City's IMW server.



SECTION 4

TERMS & CONDITIONS



SUBSCRIPTION SERVICES AGREEMENT

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

The terms of the Agreement, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Agreement. To the extent there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

1. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Agreement.

"Administrator" means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

"Anonymized" means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

"Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

"Customer Data" means Native Data provided by Customer to Motorola hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola.

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

"Documentation" means the technical materials provided by Motorola to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

"Effective Date" means the date of the last signature on this Agreement, unless access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer, in connection with or relating to the Solution and Subscription Services.

"Force Majeure" which means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Licensed Product" means 1) Software, whether hosted or installed at Customer's site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

"Native Data" means data that is created solely by Customer or its agents.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

"Software" means the Motorola owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

"Solution" means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services.

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

"Statement of Work" If included, the Statement of Work ("SOW") describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

"Subscription Services" means those subscription services to be provided by Motorola to Customer under this Agreement, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola, as applicable.

"Users" means Customer's authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.

2. SCOPE

2.1 **Subscription Services.** Motorola will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola ("Incorporated Document(s)"), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be set forth in an Addendum. In the event of a conflict between an Addendum and the body of the Agreement, the Addendum will govern resolution of the conflict. Motorola and Customer will perform their respective responsibilities as described in this Agreement and any applicable Incorporated Documents.

2.2 Changes. Customer may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

2.3 Non-solicitation. During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

3. TERM

3.1 Term. Unless a different Term is set forth in an applicable Addendum or the Incorporated Documents, the Term of this Agreement begins on the Effective Date and continues for twelve (12) months. The Agreement renews annually on the anniversary of the Effective Date, unless either Party notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date or until termination by either Party in accordance with the Termination section of this Agreement.

3.2 Minimum Initial Term. For certain Subscription Services, a minimum initial term greater than one year may be required ("Minimum Initial Term"). Following the Minimum Initial Term, this Agreement will automatically renew upon each anniversary of the Effective Date for a successive renewal term of the same duration as the Minimum Initial Term, unless either Party: 1) notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the Agreement, including non-payment of fees for the renewal period by the anniversary date.

3.3 Renewals. The terms and conditions of the Agreement and will govern any renewal periods.

4. CUSTOMER OBLIGATIONS. Customer will fulfill all of its obligations in this Agreement, including applicable addendums and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola from performing its responsibilities.

4.1 Access. To enable Motorola to perform the Subscription Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola's employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

4.2 Customer Information. If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Subscription Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.3 Risk of Loss. If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola's instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola or its agent or returned by Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

4.4 Equipment Title. Unless Customer is purchasing equipment pursuant to the terms in the Addendum

entitled "Equipment Purchase" and unless stated differently in this Agreement or in the Incorporated Documents, title to any equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this Agreement will be governed by the terms and conditions set forth in the Equipment Purchase Addendum.

4.5 Enable Users. Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Agreement prior to allowing Users to access or use Subscription Services.

4.6 Non-preclusion. If, as a result of the Subscription Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

5. Subscription Fees.

5.1 Recurring Fees. Unless stated differently in an applicable addendum, Incorporated Documents or otherwise arranged in writing with Motorola, Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola will issue an invoice for the annual subscription fees for the following year.

5.2 Start Up Fees. Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola will submit an invoice for the start up fees on the Effective Date.

5.3 Fee Change. Motorola reserves the right to change the subscription fees at the end of each Subscription Services Term. Except for any payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Motorola reserves the right to terminate Service for non-payment of fees.

5.4 No Price Guarantee. Notwithstanding any language to the contrary, the pricing and fees associated with this Agreement will not be subject to any most favored pricing commitment or other similar low price guarantees.

5.5 Taxes. The Subscription Fees and start up fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer, except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

6. ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 Acceptance. The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 Schedule. All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 Force Majeure. Neither Party will be liable for its non-performance or delayed performance if caused by

a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

7. LIMITED LICENSE

7.1 **Licensed Products.** Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement. If Software is subject to a click wrap, end user license agreement or is otherwise packaged with or subject to a separate end user license, such license will apply to the use of Software and Licensed Product.

7.2 **Proprietary Rights.** Regardless of any contrary provision in the Agreement, Motorola or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing Services to Customer remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. No custom development work is to be performed under this Agreement.

8. DATA AND FEEDBACK

8.1 **Solution Data.** To the extent permitted by law, Motorola, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola grants Customer a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.

8.2 **Customer Data.** To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Customers and end users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola a license to sell an Anonymized version of Customer Data for any purpose.

8.3 **Feedback.** Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola. Motorola is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola.

9 WARRANTY

9.1 **"AS IS".** THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2 **Availability and Accuracy.** Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

9.3 **Equipment Sale.** Warranty for any equipment sold pursuant to this Agreement will be set forth in Equipment Purchase Addendum.

10. DISCLAIMERS

10.1 **Existing Equipment and Software.** If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

10.2 **Privacy.** Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.3 **Social Media.** If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general

public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.4 Misuse. Motorola reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

11. LIMITATION OF LIABILITY

11.1 Liability Limit. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Subscription Services provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA.** This limitation of liability provision survives the expiration or termination of this 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.

11.2 Additional Disclaimers. MOTOROLA DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

11.3 Essential term. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

12. DEFAULT AND TERMINATION

12.1 Default By a Party. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written, detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin

implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2 Failure To Cure. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3 No Refund. If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the Incorporated Documents or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

12.4 Cancellation Fee. If an Initial Minimum Term applies and Customer terminates prior to the end of the Initial Minimum Term, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the Initial Minimum Term.

12.5 Return of Discount. If Customer is afforded a discount in exchange for a term commitment longer than one year, early termination will result in an early termination fee, representing a return of the discount off of list price.

12.6 Return Confidential Information. Upon termination or expiration of the Agreement, Customer will return or certify the destruction of all Confidential Information and Solution Data.

12.7 Connection Terminated. Certain Subscription Services require a connection to Customer systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola will no longer extract any Customer Data.

12.8 Equipment Return. Any equipment provided by Motorola for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

12.9 Five Year Term. Motorola provides equipment for use in connection with certain Subscription Services. Upon expiration and non-renewal of a five (5) year subscription Term, Title to the equipment will automatically transfer to Customer upon the subscription expiration date.

13. DISPUTES

13.1. Settlement. The parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

13.2 Litigation. A Party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

14. SECURITY.

14.1 Industry Standard. Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, or corruption. During the term of Agreement, if the Solution enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), Motorola will provide and comply with a CJIS Security Addendum. Any additional Security measure desired by Customer may be available for an additional fee.

14.2 Background checks. Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

14.3 Customer Security Measures. Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures.

14.4 Breach Response Plan. Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

15. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. Treatment of Confidential Information. During the term of this Agreement, the parties may provide each other with Confidential Information. Licensed Products, and all Deliverables will be deemed to be Motorola's 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 those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement or pursuant to the license granted immediately below.

15.1.2. Ownership of Confidential Information. The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1 Proprietary Solution. Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola or its third party licensors and contain valuable trade secrets. In accordance with this Agreement, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

15.2.2. Ownership. Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

15.3 Remedies. Because Licensed Products contain valuable trade secrets and proprietary information of Motorola, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Agreement to the contrary, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola's Property Rights, or the unauthorized use of Motorola's Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative.

16. GENERAL

16.1 Future Regulatory Requirements. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

16.2 Compliance with Applicable Laws. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola's prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola, and Customer warrants and represents to Motorola that Customer has all rights necessary to provide such Customer Data to Motorola for the uses as contemplated hereunder. Customer shall obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Agreement. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola from and against any violation of such laws or regulations by Customer or any of its agents, officers,

directors, or employees.

16.3 Audit. Motorola reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

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

16.5 Subcontracting. Motorola may subcontract any portion of the Subscription Services without prior notice or consent of Customer.

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

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

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

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

16.10 Governing Law. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Illinois.

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

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

16.13 Return of Equipment. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer, if any.

16.14. **Survival Of Terms.** The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 13 (Disputes); Section 15 (Confidential Information and Proprietary Rights); and all General provisions in Section 16.

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

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

CUSTOMER

MOTOROLA SOLUTIONS, INC.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BILL TO ADDRESS:

SHIP TO ADDRESS:

Name: _____

Name: _____

Address: _____

Address: _____

Address: _____

Address: _____

Phone #: _____

Phone #: _____

FINAL DESTINATION:

Name: _____

Address: _____

Address: _____

Phone #: _____



EQUIPMENT SALE ADDENDUM

This Addendum is to the Subscription Service Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") and provides additional or different terms and conditions to govern the sale of equipment and related software provided by Motorola. The terms in this Addendum are integral to and incorporated into the Primary Agreement. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence, as to the inconsistency only.

1. Exhibits

The Exhibits listed below are incorporated into and made a part of this Addendum. In interpreting this Addendum and resolving any ambiguities, the main body of this Addendum takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order. Documents included in the proposal and listed below as Exhibits are incorporated by this reference.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	Motorola "Proposal/Quote dated <u>July 01, 2019</u> " or "Payment Schedule", as applicable.
Exhibit B-1	Technical and Implementation Documents, if any.
Exhibit B-2	Equipment List.

2. DEFINITIONS

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

- 2.1. "Product Price" means the price for the equipment and related Software and installation or related services, excluding applicable sales or similar taxes and freight charges.
- 2.2. "Effective Date" means that date upon which the last Party executes the Primary Agreement or, the date on which the last Party executes the Addendum, whichever is later.
- 2.3. "Equipment" means the equipment listed in the Equipment List that Customer purchases from Motorola pursuant to this Addendum.
- 2.4. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.5. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.6. "Non-Motorola Software" means Software that another party owns.
- 2.7. "Open Source Software" (also called "freeware" or "shareware") software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.8. "Products" mean the Equipment and Software sold by Motorola under this Addendum.
- 2.9. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Addendum and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.



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

2.11. "Specifications" means the functionality and performance requirements that are described in the Proposal/Quote or Technical and Implementation Documents (as applicable).

2.12 "Warranty Period" means one (1) year from the date of shipment of the Products. Notwithstanding, if a third party manufacturer offers a longer warranty period, such warranty will be passed through to Customer.

3. SCOPE AND TERM

3.1. SCOPE OF WORK. Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Addendum. Any reference to "Subscription Services" in the Primary Agreement shall mean Product as applicable in this Addendum.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of the Primary Agreement or extended by mutual agreement of the Parties, the term of this Addendum begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. During the Term of this Addendum, Customer may order additional Equipment or Software if it is then available. Each order must refer to the Primary Agreement and Addendum and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Addendum (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within thirty (30) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Addendum will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. This Addendum does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

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

3.7. 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. 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).

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

4. ACCEPTANCE, PERFORMANCE SCHEDULE AND DELAYS

4.1 Acceptance of the Products will occur upon delivery to Customer unless the statement of work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

4.2 If this Addendum includes the performance of services relating to the Product, the proposal/quote or statement of work will describe the performance schedule, or if there is no performance schedule, within a reasonable period of time.

5. CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **PRODUCT PRICE.** The Product Price in U.S. dollars is set forth in Exhibit B and is due and payable upon Acceptance.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer for Products and for installation or related services when they are performed. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800

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

6. SITES AND SITE CONDITIONS

6.1. **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 identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. **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; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

7. REPRESENTATIONS AND WARRANTIES

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

7.2. 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. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT. If Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Software.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS ADDENDUM 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.

8. INDEMNIFICATION

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

8.2. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

8.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a

United States patent or copyright (“Infringement Claim”). Motorola’s duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola’s obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

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

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

8.2.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Addendum or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 10 are subject to and limited by the restrictions set forth in Section 9.

9. LIMITATION OF LIABILITY

Except for personal injury, death or damage to tangible property, 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 ADDENDUM, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS ADDENDUM.** This limitation of liability provision survives the expiration or termination of the Addendum and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Addendum may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

10. GENERAL

10.1. **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 thirty (30) days after the date of the invoice. Customer

will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

10.2 MISCELLANEOUS. This addendum may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Addendum shall be treated as and shall have the same effect as an original signed copy of this document.

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

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

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A MOTOROLA SOFTWARE LICENSE AGREEMENT

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

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

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

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

Section 4 LIMITATIONS ON USE

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

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

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

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or



Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

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

Section 8 TERM AND TERMINATION

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

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

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

Section 9 COMMERCIAL COMPUTER SOFTWARE

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

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

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Equipment Sale Addendum.

Section 13 GENERAL

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

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

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

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

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

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

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

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

Quote Date:04/20/2020
 Expiration Date:07/19/2020
 Quote Created By:
 Casey Moore
 Casey.Moore@
 motorolasolutions.com

 End Customer:
 FORT WORTH, CITY OF
 Alan Girton

Contract: 34071 - FORT WORTH TX

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000				
1	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT	105	\$1,963.00	\$1,146.39	\$120,370.95
1a	Q698AA	ADD: 2.5 INCH BELT CLIP	105	\$12.00	\$7.01	\$736.05
1b	G996AZ	ADD: PROGRAMMING OVER P25 (OTAP)	105	\$100.00	\$58.40	\$6,132.00
1c	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	105	\$1,570.00	\$916.88	\$96,272.40
1d	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	105	\$0.00	\$0.00	\$0.00
1e	QA00580AF	ADD: TDMA OPERATION	105	\$450.00	\$133.00	\$13,965.00
2	NNTN8128BR	BATT IMPRES LIION 2000T	128	\$117.00	\$71.00	\$9,088.00
3	PMPN4284A	CHARGER DESKTOP MULTI- UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC US/NA	5	\$655.00	\$491.25	\$2,456.25
4	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	105	\$121.00	\$96.80	\$10,164.00
5	HW000256A01	KNOB,KNOB, VOLUME	25	\$5.92	\$4.74	\$118.50
6	HW000254A01	KNOB,KNOB, CHANNEL	25	\$5.92	\$4.74	\$118.50



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
7	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	105	\$76.00	\$57.00	\$5,985.00
8		APX NEXT INFRASTRUCTURE	1			\$125,392.00
9		ONE -TIME MANAGEMENT INCENTIVE FOR P.O. BY JUNE 23, 2020				(\$125,392.00)

Grand Total
\$265,406.65(USD)

This proposal is subject to the terms, conditions and pricing of City of Ft. Worth contract #50054 between the City of Fort Worth and Motorola Solutions, Inc. dated December 18, 2017. This proposal may be accepted by issuing a purchase order that specifically references the aforementioned contract (e.g., This PO is being issued in accordance with the terms, conditions and pricing of City of Fort Worth contract #50054 between the City of Fort Worth and Motorola Solutions, Inc. dated December 18, 2017).



STATEMENT OF WORK

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the Services Agreement or other signed agreement between Motorola Solutions and the Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

1.1 DESCRIPTION OF SERVICES

SmartConnect ties a configured device to an enabled LMR network through a supported broadband network and cloud hosted gateway. To take advantage of the SmartConnect application service, the Customer must have a SmartConnect-capable ASTRO 7.17 or higher LMR network. This proposal does not support the legacy tiers of the APX platform for SmartConnect services. The work to upgrade and configure the infrastructure and license and configure APX NEXT subscriber platform is included in this proposal.

The ViQi Virtual Partner Application Service enables the ViQi Virtual Partner feature in the supported devices, enables the LTE network (APX NEXT devices only), maintains the ViQi Virtual Partner cloud platform, and enables provisioning of users and devices in the cloud-hosted service. To take advantage of the ViQi Virtual Partner Application Service, on-premise infrastructure components may be required to establish connectivity to the state and local database. No provision has been made in this proposal to use the LMR network for ViQi Virtual Partner queries. The work to deploy, upgrade, and configure the infrastructure to enable ViQi Virtual Partner functionality is included in the scope of this offer and document.

Motorola Solutions Responsibilities

- Gather system information from the customer regarding system IDs and configuration needed to deploy SmartConnect.
- Gather provisioning information from the customer regarding radios, talkgroups, profile IDs that SmartConnect will be applied to.
- Update TNCT for SmartConnect configuration and push TNCT configs to the impacted transport.
- Setup and provision CCAdmin.
- Configure SmartConnect site in UNC and PM.
- Rack and cable internetworking firewall.
- Connect dedicated NICs for LMPs on existing servers.
- Install LMP virtual server software and deploy each LMP.
- Assist with ViQi set up and configuration.
- Deploy and maintain any required infrastructure (server) to establish connectivity to the state and local database.

Customer Responsibilities

- Provide internet connection between ASTRO system (LMP) and the SmartConnect Gateway in the cloud per specifications provided by Motorola.
- Provide Internet IP access and gateway address.

- Provide system information on radios, talkgroups, profile IDs that SmartConnect will be applied to.
- Provision CCAdmin.
- Configure SmartConnect in Subscriber Codeplug.
- Obtain any required state certification or approval of ViQi Virtual Partner.
- Deploy and maintain any required infrastructure (server) to establish connectivity to the state and local database.
- Procure APX NEXT subscribers to work with the infrastructure services



AMENDMENT No. 1 to CONTRACT No. RA05-21
For
Radio Communications/Emergency Response Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Motorola Solutions, Inc.


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

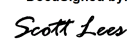
Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:

82EC27005D81423...

Chuck Wemple, Executive Director
Date: 7/31/2023

Signed for: **Motorola Solutions, Inc.**

Printed Name & Title:

DocuSigned by:

036A3CF0B16F414...

Scott Lees VP Government Sales - west
Date: 7/31/2023
