



**Motorola Solutions, Inc.**  
500 West Monroe  
Chicago IL 60661  
United States  
**Federal Tax ID: 36-1115800**

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

## ORIGINAL INVOICE

<b>Transaction Number</b> 8230458278	<b>Transaction Date</b> 02-JUN-2024	<b>Transaction Total</b> <b>14,562.72 USD</b>	
<b>P.O. Number</b>		<b>P.O. Date</b>	<b>Customer Account No</b> 1011952000
<b>Payment Terms</b> Net Due in 30 Days			<b>Payment Due Date</b> 02-JUL-2024

**Bill To Address**

FOREST PARK, CITY OF  
ATTN: Accounts Payable  
4539 JONESBORO RD  
FOREST PARK GA 30297  
United States

**Ship To Address**

FOREST PARK, CITY OF  
320 CASH MEMORIAL BLVD  
FOREST PARK GA 30297  
United States

**IMPORTANT INFORMATION**

**Sales Order(s):** USC000191036-R01-JUN-2021

**For all invoice payment inquiries contact**  
[AccountsReceivable@motorolasolutions.com](mailto:AccountsReceivable@motorolasolutions.com)  
Telephone: 800-247-2346  
Fax: +1(631)883-4238

**SPECIAL INSTRUCTIONS / COMMENTS**

**General Comment:** Regular Invoice

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	LSV00S00052A	Service From: 01-JUL-2024 Service To: 30-JUN-2025 LOCAL DEVICE COMBO SVC:01-JUL-24:30-JUN-25:			4,277.55
2	LSV00S00157A	Service From: 01-JUL-2024 Service To: 30-JUN-2025 LOCAL DEVICE COMBO SVC:01-JUL-24:30-JUN-25:			4,422.27
3	LSV00S00324A	Service From: 01-JUL-2024 Service To: 30-JUN-2025 LOCAL DEVICE PREVENTATIVE MAINTENANCE:01-JUL-24:30-JUN-25:			5,862.90

Please detach here and return the bottom portion with your payment

**Payment Coupon**

<b>Transaction Number</b> 8230458278	<b>Customer Account No</b> 1011952000	<b>Payment Due Date</b> 02-JUL-2024	<b>Transaction Total</b> <b>14,562.72 USD</b>	<b>Amount Paid</b>
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Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

FOREST PARK, CITY OF  
ATTN: Accounts Payable  
4539 JONESBORO RD  
FOREST PARK GA 30297  
United States

**Payment Transfer Details**

Bank of America, Dallas  
WIRE Routing Transit Number: 026009593  
ACH/EFT Routing Transit Number: 111000012  
SWIFT: BOFAUS3N  
Bank Account No: 3756319806

**Send Payments To:**



Motorola Solutions, Inc.  
13108 Collections Center  
Chicago IL 60693  
United States  
Please provide your remittance details to:  
[US.remittance@motorolasolutions.com](mailto:US.remittance@motorolasolutions.com)



**Motorola Solutions, Inc.**  
 500 West Monroe  
 Chicago IL 60661  
 United States  
 Federal Tax ID: 36-1115800

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Total Tax GA 0.00 <table style="float: right;"> <tr> <td><b>USD Subtotal</b></td> <td><b>14,562.72</b></td> </tr> <tr> <td><b>USD Total Tax</b></td> <td><b>0.00</b></td> </tr> <tr> <td><b>USD Total</b></td> <td><b>14,562.72</b></td> </tr> <tr> <td><b>USD Amount Due</b></td> <td><b>14,562.72</b></td> </tr> </table>			<b>USD Subtotal</b>	<b>14,562.72</b>	<b>USD Total Tax</b>	<b>0.00</b>	<b>USD Total</b>	<b>14,562.72</b>	<b>USD Amount Due</b>	<b>14,562.72</b>	
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<b>USD Amount Due</b>	<b>14,562.72</b>										

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

## State of Georgia Sourcewell Participating Addendum

Solicitation Title <b>Radio Communications</b>	Solicitation Number <b>042021</b>	Contract Number <b>99999-SPD-T20250623-0002</b>
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1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name <b>Department of Administrative Services</b>	(hereafter called Agency)
Contractor's Name <b>Motorola Solutions, Inc.</b>	(hereafter called Contractor)

2. Contract to Begin: **1/1/23**      Date of Completion: **6/23/25**      Renewals: **0**

3. Performance Bond, if any: \_\_\_\_\_ Other Bonds, if any: \_\_\_\_\_


4. Authorized Person to Receive Contract Notices for Agency: **Carl Hall, Contract Management Manager**      Authorized Person to Receive Contract Notices for Contractor: **Scott P. Adler**

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:


Attachment 1: <b>Sourcewell Participating Addendum Terms and Conditions</b>
Attachment 2: <b>Sourcewell Master Agreement # 042021-MOT</b>
Attachment 3: <b>Statement of Work (SOW) Template</b>
Attachment 4: <b>Request for Proposals #42021 for Public Safety Communications Technology and Hardware Solutions</b>
Attachment 5: <b>Contractor's response to RFP #042021, as accepted by Sourcewell</b>

**IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.**

6. **Contractor**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) <b>Motorola solutions, Inc.</b>	
By (Authorized Signature) 	Date Signed <b>12/29/2022</b>
Printed Name and Title of Person Signing <b>Scott P. Adler, Vice President</b>	
Address <b>Motorola solutions, Inc. 3025 windward Plaza, suite 350, Alpharetta, GA 30005</b>	

7. **Agency**

Agency Name <b>Department of Administrative Services</b>	
By (Authorized Signature) 	Date Signed <b>12/29/2022</b>
Printed Name and Title of Person Signing <b>Jim Barnaby      State Purchasing Deputy Commissioner</b>	
Address <b>200 Piedmont Ave, SE Suite 1804 West Tower, Atlanta, Georgia 30334-9010</b>	



# Statewide Contract Information Sheet

<b>Statewide Contract Number</b>	<b>99999-SPD-T20250623</b>	<b>NIGP Codes</b>	<b>72688, 72689, 72690, 93972, 72616</b>
<b>Name of Contract</b>	<b>Radio Communications</b>		
<b>Effective Date</b>	<b>2/14/23</b>	<b>Expiration Date</b>	<b>June 25, 2025</b>
<b>Contract Table of Contents</b>			
<b>Suppliers Awarded</b>	<b>2</b>	<b>Contract Information:</b>	<b>Convenience</b>
<b>Contract Information for Supplier</b>			<b>Page Number</b>
<b><u>Motorola Solutions, Inc.</u></b>			<b>2</b>
<b>Additional Contract Information</b>			
<b><u>General Contract Information</u></b>			<b>3</b>
<b><u>Item Listing</u></b>			<b>4</b>
<b><u>Contract Renewals/ Extensions/ Changes</u></b>			<b>4</b>
<b><u>DOAS Contact Information</u></b>			<b>5</b>



## Supplier Information Sheet

<b>Contract Information</b>	
<b>Statewide Contract Number</b>	<b>99999-SPD-T20250623-0002</b>
<b>PeopleSoft Supplier Number</b>	<b>0000008244</b>
<b>Supplier Name &amp; Address</b>	
Motorola Solutions, Inc. 500 W Monroe St Chicago, IL 60661	
<b>Contract Administrator</b>	
Jason Kahane Office (770)530-9415 Jason.Kahane@motorolasolutions.com	
<b>Contact Details</b>	
<b>Ordering Information</b>	Reference the Sourcewell Resellers Attachment
<b>Remitting Information</b>	<b>Orders to:</b> Jason.Kahane@motorolasolutions.com  <b>Payments:</b> Motorola Solutions, Inc. 13104 Collections Center Drive Chicago, IL 60693
<b>Delivery Days</b>	Orders will be shipped within 2 days after receipt of Purchase Order
<b>Discounts</b>	
<b>Payment Terms</b>	Net 30 Days
<b>Bid Offer includes</b>	State and Local Government
<b>Acceptable payment method</b>	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies



governing the Purchasing Card program.

## Changes/Renewals/Extensions

**Current Term End Date: June 25, 2025**

### General Contract Information

This contract is currently established within Team Georgia Marketplace™. Contract information, including the Information and Benefit Sheet, can be found on the Supplier's Contract Summary Page located within Team Georgia Marketplace™ found on the DOAS State Purchasing Website.

This contract has been awarded to the following suppliers:

**Motorola Solutions, Inc.** 99999-SPD-T20250623-0002

For direct access to the site, [click here](#) and login using the Guest Credentials: tgmguest. Proceed to the Catalog and Contracts (located in the Menu Bar) Search for Contract [Enter Contract Number or Supplier Name]. Additionally, if you are:

- A Registered State Agency User, you can access this information using the Virtual Catalog link located within PeopleSoft.
- A Registered Technical College Shopper can access this information by [clicking here](#) and entering their login credentials.
- A Registered Window Shopper can access this information by [clicking here](#) and entering the credentials provided during registration.

The purpose of this contract is to provide State Agencies, USG, and Local end-users with a comprehensive list of products and manufacturers for all of their public safety communication needs.

Orders may be placed by using the ordering instructions listed on the SWC information sheet.

### KEY BENEFITS OF THE CONTRACT INCLUDE:

- Competitive pricing.
- Maintenance services.
- Onsite design and quote services.
- Ability to make large system purchases without bidding.
- Can be used with your State of Georgia Purchasing Card.



#### ADDITIONAL INFORMATION:

NIGP codes assigned to the Background Investigative Reporting SWC:

72688 - Two-Way Radio, Portable, Including Vehicle Radio Relay Systems

72689 - Two-Way Radio Receivers, Transmitters, Transceivers: Mobile and Base Station, Audio Transfer

72690 - Two-Way Radio Supplies, Parts, and Accessories

93972- Radio, Telecommunications, Telephone Equipment, Including 911 Systems and Facsimile Transceivers, Maintenance and Repair

72616 – Antenna and Accessories, Radio Only: Brackets, Masts, Mount, Rotators, Standoffs, etc., Including Aircraft, Vehicle and Marine Types

#### **Item Schedule**

See Team Georgia Marketplace for State products and pricing or contact the reseller directly by referencing the Sourcewell Resellers Attachment.

**Availability and Special Instructions:** The use of new radio frequencies requires the review by the telecommunications personnel of the State of Georgia. Please call Ralph Bevan at 404.656.2042 for information regarding this process.



## **Ordering Instructions**

**Note: For product and ordering information, reference the Sourcewell Resellers Attachment**

## **Contract Management**

**QUESTIONS: If you have any questions, please contact the Contract Manager:**

**Donnie Treadway donnie.treadway@doas.ga.gov 404-463-0824**

**For Team Georgia Marketplace™ question(s), please contact the help desk:**

**Procurement Help Desk Telephone: (404) 657-6000**

**Email: [procurementhelp@doas.ga.gov](mailto:procurementhelp@doas.ga.gov)**





# SERVICE AGREEMENT

500 W Monroe St  
Chicago, IL 60661  
(800) 247-2346

Contract Number: USC000191036  
Contract Modifier:

Date: 10-MAR-2020

Company Name: Forest Park, City Of  
Attn.: Joel Turner  
Billing Address: 4539 Jonesboro Rd  
City, State, Zip Code: Forest Park, GA 30297  
Customer Contact: Joel Turner  
Phone: 678-898-4825

P.O.#: N/A  
Customer #: 1011952000  
Bill to Tag#: 0007  
Contract Start Date: 01-JUL-2020  
Contract End Date: 30-JUN-2030  
Payment Cycle: ANNUALLY  
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV00S00047A	LOCAL DEVICE SUPPORT	\$370.91	\$4,450.90
	LSV00S00052A	LOCAL DEVICE COMBO SVC	\$2,651.83	\$31,821.90
	LSV00S00155A	LOCAL DEVICE SUPPORT	\$137.46	\$1,649.56
	LSV00S00157A	LOCAL DEVICE COMBO SVC	\$3,001.19	\$36,014.14
	LSV00S00324A	LOCAL DEVICE PREVENTATIVE MAINTENANCE	\$4,976.39	\$59,716.58
			Sub Total	\$11,137.76
			Taxes	\$0.00
			Grand Total	\$11,137.76
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

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

*Robert Brackett*  
AUTHORIZED CUSTOMER SIGNATURE

INTERIM FIRE CHIEF  
TITLE

6-15-2020  
DATE

ROBERT BRACKETT  
CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

EMAILS: 6/15/2020

SHELLIE WHITE

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

---

Company Name : Forest Park, City Of  
Contract Number : USC000191036  
Contract Modifier :  
Contract Start Date : 01-JUL-2020  
Contract End Date : 30-JUN-2030

## **Service Terms and Conditions**

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

### **Section 1. APPLICABILITY**

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, 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 Maintenance 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 Maintenance 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 Maintenance 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 that 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. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. 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 that Equipment; remove that Equipment from the Agreement; or increase the price to Service that 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

Revised June 16, 2018

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 the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

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

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. 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 twenty (20) days of the invoice date.

8.2 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. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

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

#### **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

Revised June 16, 2018

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.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

#### **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 one (1) year after the accrual of the 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 writings 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 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 governmental 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 will be modified as necessary to conform to applicable 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 interpreted in accordance with the laws of the State in which the Services are performed.

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 subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. 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.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. 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.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Pricing for Forest Park's New Subscribers



Fire Model	Quantity	In Warranty										Totals
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
		Post Warranty / Local Radio Combo										
APX6000	24	\$1,440.00	\$1,483.20	\$1,527.70	\$4,152.96	\$4,277.55	\$4,405.88	\$4,538.05	\$4,674.19	\$4,814.42	\$4,958.85	\$36,296.79
APX6500	19	\$533.68	\$549.69	\$566.19	\$3,192.00	\$3,287.76	\$3,386.39	\$3,487.98	\$3,592.62	\$3,700.40	\$3,811.41	\$26,127.14
		Post Warranty / Local Radio Combo										
Annual Totals		\$8,190.79	\$8,436.52	\$8,689.61	\$14,138.56	\$14,562.72	\$14,999.60	\$15,449.59	\$15,913.08	\$16,390.47	\$16,882.18	\$133,653.11