

(2) ✓ 3/9/16 (L)

DOCUMENT ROUTING FORM

CITY OF ALBUQUERQUE

2016 FEB 29 PM 2:53

NAME OF DOCUMENT: **AGREEMENT for ANNUAL MAINTENANCE AND SUPPORT OF PUBLIC SAFETY RADIO SYSTEM (with Motorola Solutions, Inc.)**

Approved Comm. Mtg. on: **Oct 6, 2015** CAM #: **15-1101** ITEM #: **PUR-6**

Routing Origin: ☒ Procurement

Also attached: ☒ copy of CAM

☒ Original Documents

1) **Procurement Division:** Delivered # 2 Originals to City Attorney's Office on 2/29/16.

2) **City Attorney's Office:** Approved as to Form # 2 Originals and Delivered to City Manager on

3/2/2016.

PAUL BANGEL

PGB/JL

3) **City Manager:** Please indicate if item is CIP Funded, sign where indicated, and forward 2 originals to Mayor.

CIP FUNDED ☐ YES ☐ NO

Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

4) **Mayor:** Please sign as indicated and forward 2 originals to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

5) **City Clerk:** Retains one original and forwards 1 original documents to:

Linda Blanco, Procurement, X5141

☒ Original Route form to Jennifer Larregui, CAO



MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001002125
Contract Modifier: RN04-MAY-15 08:37:40

Date: 05/14/2015

Company Name: Fort Lauderdale, City Of
Attn:
Billing Address: 100 N Andrews Ave 6th Flr
City, State, Zip: Fort Lauderdale, FL, 33301
Customer Contact:
Phone:

Required P.O.: No
Customer #: 1011657600
Bill to Tag #: 0001
Contract Start Date: 10/01/2015
Contract End Date: 09/30/2016
Anniversary Day: Sep 30th
Payment Cycle: MONTHLY
PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		Total Services	\$35,955.43	\$431,465.16
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS SERVICE CONTRACT INCLUDES THE FOLLOWING: DISPATCHING, TECHNICAL SUPPORT, ON SITE INFRASTRUCTURE RESPONSE, INFRASTRUCTURE REPAIR WITH ADVANCED REPLACEMENT, RADIO REPAIR, FIRE HOUSE ALERTING, SEMI ANNUAL PM ON MERS UNIT, AND MICROWAVE REPAIR. SEE ATTACHED INVENTORY FOR EQUIPMENT COVERED.		Subtotal - Recurring Services		
		Subtotal - One-Time Event Services		
		Total	\$35,955.43	\$431,465.16
		Taxes	-	-
		Grand Total	\$35,955.43	\$431,465.16
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.				
		Subcontractor(s)	City	State
		MOTOROLA SOUTH FLORIDA FSO	PLANTATION	FL
		MOTOROLA RADIO SUPPORT CENTER	ELGIN	IL
		MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
		RADIO SUPPORT CENTER	ELGIN	IL
		MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
		MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL

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

ATTEST:

Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE:

John P. "Jack" Seiler, Mayor

Lee R. Feldman

Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

By: Cynthia A. Everett

WITNESSES:

Marshall Wright
Print Name: MARSHALL WRIGHT

John Thompson
Print Name: JOHN THOMPSON

MOTOROLA SOLUTIONS, INC.:

By: Robert E. Marshall
Robert E. Marshall
Vice President

ATTEST:

Judith Jean-Pierre
Judith Jean-Pierre
Assistant Secretary

(Corporate Seal)

STATE OF GA
COUNTY OF WINNETT

The foregoing instrument was acknowledged before me this 22nd day of FEB, 2016, by Robert E. Marshall, Jr. as Vice President for Motorola Solutions, Inc., a Delaware corporation authorized to transact business in the State of Florida.

(SEAL)



Annette Mullan
(Signature of Notary Public)
State of GA
(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known X OR Produce Identification _____

Type of Identification Produced _____

169
169
169



Fort Lauderdale SmartZone System**Contract Start: 10/1/2015**

<u>Qty</u>	<u>Infrastructure Equipment Description</u>
8	TeNsr Channel Banks
2	Genwatch Computers (Hardware only)
6	Quantar Repeaters (2 at PD, Utilities & Playa Del Sol)
3	MIP5000 Consoles (PD) warranty expired 9-30-2015
3	MIP5000 Consoles (Utilities) warranty expired 9-30-2015
3	TRAK GPS Units
8	MNI Proteus M Series Microwave Radios
1	Microwave Management Terminal
63	MSF5000 SmartZone
9	Quantro SmartZone
4	6809 ReSC controller
2	6809 Prime Site Controller
1	T-Bar
3	Quantar Recievers (Playa only)
2	Astro-Tac Receivers (Playa only)
26	Digitac Comparators
16	MC3000 Digital Deskset
12	Digital Junction Box
11	Fire Stations (see attached spreadsheet for equipment details)
1	MERS Trailer (Semi-annual PM) to include: (1) GTR8000 "6Pack" (P25 system, 6 Channel) (3) Auto Tune Combiner #1 (3) 48Volt Power Supply (1) Router (1) 16 Port Receiver Multicoupler (1) 16 Port Expansion Kit (6) Quantar IR (4.1 IR System, 6 Channel)

<u>Qty</u>	<u>Subscriber Equipment</u>
78	WPLN4121BR Impress Multi Unit Charger
10	WPLN4108BR Impress Multi Unit Charger
5	WPPN4065BR Multi Unit Battery Conditioner
1006	XTS5000 Portable
336	XTS1500 Portable
188	XTS2500 Portable
22	XTL5000 Consolettes
41	MT1500 Portable
6	XTL1500 Mobile
309	XTL2500 Mobile
28	XTL5000 Mobile UHF
57	XTL5000 Dual Head
16	CDM1250

For equipment that is out of support, Motorola Solutions Inc. will continue to provide our contracted response time to support your Radio System. However we can no longer guarantee more than a Commerically Reasonable Effort to Infrastructure Components which are no longer supported.

Customer Name: Fort Lauderdale Fire House Alerting Locations

Start Date: 10/1/2015

FHAS2E131		Stn 2, 528 NW 2nd Street, Fort Lauderdale FL 33301
	3	Model 6 Decoder
FHAS2E132		Stn 3, 2801 SW 4th Ave, Fort Lauderdale FL 33312
	1	Model 6203 Zetron Primary Decoder
	1	Model 6204 Zetron Secondary Decoder
FHAS2E133		Stn 13, 2871 E Sunrise Blvd, Fort Lauderdale FL 33305
	1	Model 6 Decoder
FHAS2E134		Stn 16, 533 NE 22nd Street, Wilton Manor FL 33304
	1	Model 6 Decoder
FHAS2E135		Stn 29, 2002 NE 16th Street, Fort Lauderdale 33304
	1	Model 6203 Zetron Primary Decoder
	1	Model 6204 Zetron Secondary Decoder
FHAS2E136		Stn 35, 1969 E Commercial Blvd, Fort Lauderdale FL 33308
	1	Model 6203 Zetron Primary Decoder
	1	Model 6204 Zetron Secondary Decoder

Customer Name: Fort Lauderdale Fire House Alerting Locations **Start Date:** 10/1/2015

FHAS2E137		Stn 46, 1515 NW 19th Street, Fort Lauderdale, FL 33311
prorated for	1	Model 6203 Zetron Primary Decoder
2 months	1	Model 6204 Zetron Secondary Decoder
FHAS2E138		Stn 47, 1000 SW 27 Ave, Fort Lauderdale FL 33312
	2	Model 6 Decoder
FHAS2E139		Stn 49, 500 Seabreeze Blvd, Fort Lauderdale FL 33316
	1	Model 6203 Zetron Primary Decoder
	1	Model 6204 Zetron Secondary Decoder
FHAS2E1310		Stn 53/88, 2200 Executive Airport Way, Fort Lauderdale FL 33312
	2	Model 6 Decoder
FHAS2E1311		Stn 54, 3200 NE 32nd Street, Fort Lauderdale FL 33308
	1	Model 6 Decoder

Additional Equipment Regarding Fire Alerting

3	Model 26 Encoders
2	Quantar Repeaters

iSolutions Service Agreement

This iSolutions Service Agreement is entered into by and between Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement, City of Fort Lauderdale ("City" or "Customer").

Section 1 DEFINITIONS

"Agreement" means this iSolutions Service Agreement and its Attachments, if any, which are attached hereto and incorporated herein by this reference. "Equipment" means the communication equipment that is specified in the Attachments or that is subsequently added to this Agreement. "Services(s)" means those installation, maintenance, repair, support, training, and other services referred to both herein and in the Attachments.

The Attachments listed below are incorporated into and made a part of this Agreement.

Statements of Work

Section 2 ACCEPTANCE

Customer agrees to accept the terms of this Agreement and to pay the prices set forth herein. The terms and conditions set forth in this Agreement and in the Attachments will become binding only when accepted in writing by Motorola. The term of this Agreement will commence on the date specified in this Agreement, including any Attachments ("Start Date").

Section 3 SCOPE OF SERVICES

3.1. Motorola will provide the Services generally described in this Agreement. Certain Services may require more particular description or definition, or may require detailed Statement(s) of Work. If particular descriptions or detailed Statement(s) of Work are required, and are therefore attached to this Agreement, Motorola and Customer hereby agree to be bound by any additional terms included in those Attachments, which are fully incorporated in this Agreement as set forth in Section 1.

3.2. Motorola may also provide additional services ("Additional Services") at Customer's request. Such Additional Services will be billed at Motorola's then-applicable rates for such services.

3.3. If Motorola is providing Services for Equipment: (i) Motorola parts or parts of equal quality will be used; (ii) the Equipment will be Serviced at levels set forth in Motorola's product manuals; and, (iii) routine service procedures that are prescribed from time to time by Motorola for its products will be followed.

3.4. Any equipment purchased by Customer from Motorola that is or becomes part of the same communications system as the Equipment covered under this Agreement ("Additional Equipment") will be automatically added to this Agreement and, subject to Customer's approval or disapproval, will be billed at the applicable rates after the warranty period has expired.

3.5. All Equipment must be in good working order on the Start Date or at the time the Equipment is added to the Agreement. Customer must provide a complete serial and model number list either prior to the Start Date or prior to the time that the Equipment is added to the Agreement.

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

3.7. 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 such Equipment will terminate at the end of the month in which Motorola receives such written notice.

3.8. If Equipment cannot, in Motorola's opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, the state of technology, or the practical feasibility of the

scope of Services as specified in this Agreement, Motorola may: (i) modify the scope of Services related to such Equipment; (ii) remove such Equipment from the Agreement; or (iii) increase the price to Service such Equipment.

3.9. Customer must promptly notify Motorola directly 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 4 EXCLUDED SERVICES

4.1. Service does not include the repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse from causes such as lightning, power surges, or liquids.

4.2. Unless specifically included in this Agreement, Service does not include repair or maintenance of any transmission line, antenna, tower or tower lighting. Motorola has no obligation or responsibility 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.

4.3. Unless specifically included in this Agreement, Service does not include items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries, magnetic tapes, etc.

4.4. Unless specifically set forth in this Agreement, Service does not include upgrading or reprogramming of Equipment; accessories, belt clips, battery chargers, custom or Special Products, modified units, or software.

4.5. Service does not include certification programs, software support, reprogramming of Software or modifications to Equipment related to assuring the correct processing, providing, or receiving of date data from, into, or between the year 1999 and the year 2000.

Section 5 RIGHT TO SUBCONTRACT/ASSIGNMENT

Subject to the City's prior approval, which will not be unreasonably withheld, Motorola may assign its rights and obligations under this Agreement and may subcontract any portion of Motorola's performance called for by this Agreement. Any subcontracting will require the written approval of the City.

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 agrees to provide Motorola, at no charge, a non-hazardous work environment with shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola and/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 that enable Motorola to perform its obligations under this Agreement.

Section 7 CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be manned 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 specifically set forth 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 agrees to reimburse Motorola for any applicable property taxes, sales and use taxes, excise taxes, or other

applicable taxes or assessments 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 following completion of those Services. 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, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 CERTIFICATION DISCLAIMER

Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by a Motorola authorized signatory.

Section 11 DEFAULT/TERMINATION

11.1. In the event that any sum of money owed by Customer is not paid when due and remains unpaid for a period of sixty (60) days after receipt by Customer of written notice of such delinquency, Motorola may terminate this Agreement effective upon seven (7) days written notice. If either party defaults in the performance of any other of its obligations set forth in this Agreement and the default remains uncured for a period of thirty (30) days after receipt by such party of written notice from the other party detailing the specific contractual obligation and the nature of the default there under, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon the giving of notice in writing to the defaulting party.

11.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including but not limited to payments which may be due and owing at the time of termination. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

11.3. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement.

Section 12 LIMITATION OF LIABILITY

Notwithstanding any other provision, except for personal injury or death, and as otherwise permitted by law, Motorola's total liability for losses, whether for breach of contract, negligence, warranty, or strict liability in tort, is limited to the price of the previous twelve months of Services provided under this Agreement. IN NO EVENT WILL MOTOROLA BE LIABLE FOR LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LIQUIDATED DAMAGES, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. Nothing herein shall be interpreted or construed as a waiver of the protections, immunities, or limitations of liability afforded Customer as a government entity pursuant to Section 768.28, Florida Statutes.

Section 13 EXCLUSIVE TERMS AND CONDITIONS

13.1. Customer acknowledges that this Agreement supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the Services performed. Neither the Agreement nor the Attachments may be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties.

13.2. In the event of a conflict between the main body of this Agreement and any Attachments, the main body of this Agreement will take precedence, unless the Attachment specifically states otherwise.

13.3. Customer agrees to reference this Agreement on any purchase order(s) issued in furtherance of this Agreement. Neither party shall be bound by any terms contained in Customer's purchase order(s), acknowledgements or other writings unless: (i) such purchase order(s), acknowledgements or other writings specifically refer to this Agreement; (ii) clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order(s), acknowledgements or other writings are signed by duly authorized representatives of both parties.

Section 14 PROPRIETARY INFORMATION; CONFIDENTIALITY; PUBLIC RECORDS

14.1. Except as otherwise provided by the Florida public records laws, any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement and marked "Confidential" 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, except as required by the Florida Public Records Law, any such information or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

14.2 Motorola acknowledges that Customer is subject to the Florida Public Records Law. Absent an applicable exemption, all records made or received by Customer in connection with this Agreement are public records open for inspection and copying at any reasonable time. If Customer receives a request for inspection or copying of written materials received from Motorola in connection with this Agreement, Customer will endeavor to provide prompt written notice to Motorola prior to granting any such request, except that such procedure shall not serve as an automatic delay of the City's provision of records in response to a public records request.

14.3. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

Section 15 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 16 OWNERSHIP OF INTELLECTUAL PROPERTY

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 Services performed under this Agreement.

Section 17 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, and not purchased or owned by Customer, 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 such property, ordinary wear and tear excepted, and return it to Motorola upon request. Such property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any reasonable time.

Section 18 GENERAL TERMS

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

18.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Florida. Venue for any lawsuit by one party against the other or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, and in the event of federal jurisdiction, in the Southern District of Florida.

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

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

18.5. Subject to the City's prior approval, which will not be unreasonably withheld, Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

18.6 The City of Fort Lauderdale does not wish to enter into an auto-renewal agreement. Therefore this Agreement shall terminate on September 30, 2016. The City may cancel this service agreement upon providing 30 days written notice to Motorola. The cancelation will take place on the first of the following month.

18.7 Motorola shall, upon execution of this Agreement, as a condition precedent to this Agreement, provide to the Customer a certificate of commercial general liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to reasonable approval by the Customer's risk manager, in an amount not less than \$1,000,000 limit for bodily injury and property damage, including coverage for independent contractors, and liability assumed under the indemnification provision of this Agreement. Motorola shall, upon execution of this Agreement, as a condition precedent to this Agreement, provide to the Customer a certificate of business auto liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to reasonable approval by the Customer's risk manager, in a amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, or \$250,000 bodily injury each person, \$500,000 bodily each occurrence, and \$100,000 property damage each occurrence, including coverage for owned autos and other vehicles, hired autos and other vehicles, heavy equipment, non-owned autos and other vehicles. The commercial general liability insurance policy shall list the City of Fort Lauderdale, a Florida municipality, as an additional insured. In addition, Motorola shall, upon execution of this Agreement, as a condition precedent to this Agreement, provide to the Customer a certificate of worker's compensation insurance, including employer's liability in an amount not less than \$500,000, with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to reasonable approval by the Customer's risk manager, in compliance with all applicable state and federal laws. Motorola shall mail to the Customer at least thirty (30) days' written notice addressed to the Customer's risk manager, prior to cancellation or material modification of any required insurance.

18.8 General Indemnity by Motorola. Motorola will defend at Motorola's expense, indemnify and hold Customer, and Customer's officers and employees, harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property, including any award of attorney's fees and any award of costs, which may accrue against Customer, or against Customer's officers and employees, or any of them, to the extent it is caused by the negligence of Motorola, any of Motorola's subcontractors, or Motorola's subcontractors' employees or agents, or any of them, while performing their duties under this Agreement, if Customer gives Motorola reasonably prompt, written notice of any claim or suit after it has knowledge of same. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

18.9 Motorola shall ensure that all of Motorola's subcontractors perform in accordance with the terms and conditions of this Agreement. Motorola shall be fully responsible for all of Motorola's subcontractors' performance, and liable for any of Motorola's subcontractors' non-performance and all of Motorola's subcontractors' acts and omissions. Motorola shall defend at Motorola's expense, counsel being subject to Customer's approval, which will not be unreasonably withheld, and indemnify and hold the Customer and the Customer's officers, and employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Motorola's subcontractors for payment for work performed for Customer by

any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Motorola's subcontractors or by any of Motorola's subcontractors' officers, agents, or employees. Motorola's use of subcontractors in connection with this Agreement shall be subject to the Customer's prior written approval, which approval the Customer may revoke at any time.

18.10 Notwithstanding anything contained in this Agreement to the contrary, Motorola shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. Motorola shall not be required to create or maintain any records not created or maintained in the ordinary course of its business, nor shall Motorola be obligated to provide City with access to its cost and pricing data.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Motorola shall not be required to create any records not created in the ordinary course of its business; nor shall Motorola be obligated to provide City with its confidential and proprietary cost or pricing data, which is not furnished or provided to customers.

The records retention period as prescribed under Florida Statutes and the Florida Division of Library Services shall be deemed controlling as it relates to the ultimate destruction of all public records created under this agreement.

The Parties hereby enter into this Agreement effective October 1, 2015.

The Parties hereby enter into this Agreement as of the date signed below ("Effective Date").


CITY OF FORT LAUDERDALE:


John P. "Jack" Seiler, Mayor

ATTEST:


Jeffrey A. Modarelli, City Clerk

By:


Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

By:


MOTOROLA SOLUTIONS, INC.:
By: Robert E. Marshall, Jr.
MSSI Vice President/Director of Sales

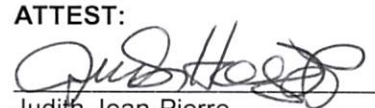
WITNESSES:


Print Name: Betsy Lewter


Print Name: John Thompson

(Corporate Seal)

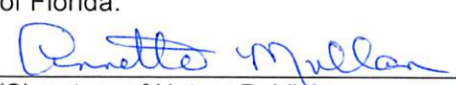
ATTEST:


Judith Jean-Pierre
Assistant Secretary

STATE OF GEORGIA
COUNTY OF GWINNETT

The foregoing instrument was acknowledged before me this 28th day of January, 2016, by Robert E. Marshall, Jr. as MSSI Vice President/Director of Sales for Motorola Solutions, Inc., a Delaware corporation authorized to transact business in the State of Florida.

(SEAL)


(Signature of Notary Public)
State of Georgia
(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known X OR Produced Identification _____

Type of Identification Produced _____





1978



Statement of Work

On Site Infrastructure Response and Dispatch Service

1.0 Description of Services

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

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

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

2.0 Motorola has the following responsibilities:

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

3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service.
- 3.2. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.2.1. Case notification preferences and procedure.
 - 3.2.2. Repair Verification preference and procedure.

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

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<p>Response is provided Continuously</p> <p>Major System failure</p> <p>33% of System down</p> <p>33% of Site channels down</p> <p>Site Environment alarms (smoke, access, temp, AC power.</p> <p>This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</p>
Severity 2	<p>Response during Standard Business Day</p> <p>Significant System Impairment not to exceed 33% of system down</p> <p>System problems presently being monitored</p> <p>This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</p>
Severity 3	<p>Response during Standard Business Day</p> <p>Intermittent system issues</p> <p>Information questions</p> <p>Upgrades/Preventative maintenance</p> <p>This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</p>

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

Severity Level	Premier Response Time	Regular Response Time
Severity 1	<p>Within 2 hours from receipt of Notification</p> <p>Continuously 24 x 7</p>	<p>Within 4 hours from receipt of Notification</p> <p>Standard Business Day</p>
Severity 2	<p>Within 4 hours from receipt of Notification</p> <p>Standard Business Day</p>	<p>Within 4 hours from receipt of Notification</p> <p>Standard Business Day</p>
Severity 3	<p>Within 24 hours from receipt of Notification</p> <p>Standard Business Day</p>	<p>Within 24 hours from receipt of Notification</p> <p>Standard Business Day</p>

Statement of Work

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

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

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.

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

2.0 Motorola has the following responsibilities:

- 2.1. Use commercially reasonable efforts to maintain an inventory of FRU.
- 2.2. Provide, new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 2.3. Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
- 2.4. Properly package and ship Advanced Replacement FRU from IDO's FRU inventory to Customer specified address.
 - 2.4.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
 - 2.4.2. When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO and the Customer will own the Advanced Replacement FRU.
 - 2.4.3. When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 2.5. Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.
- 2.6. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.7. Perform the following service on Motorola Infrastructure:
 - 2.7.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.7.2. Replace malfunctioning FRU or Components.
 - 2.7.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
 - 2.7.4. Perform a Box Unit Test on all serviced Infrastructure.

- 2.7.5. Perform a System Test on select Infrastructure.
 - 2.8. Provide the following service on select third party Infrastructure:
 - 2.8.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.8.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 2.8.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 2.8.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
 - 2.9. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
 - 2.10. Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
 - 2.11. Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
 - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
 - 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
 - 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
 - 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
 - 3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
 - 3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
 - 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
 - 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
 - 3.6 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.

4.0 In addition to any exclusions named in Section 4 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:

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

SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital MSF5000 and MTR2000 ONLY .
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub. Excludes all other technologies.
Channel Bank(s)	Includes Premisys and Telco . Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, and MIP5000 as part of complete communication System. Includes headset jacks, dual footswitches, and gooseneck microphones. Excludes: Cables
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and /or cannot be confirmed by a Motorola factory order number.
Moscad	Only NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems.
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS-Rubidium Standard Network Time and Frequency devices.
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C
Zone Controller(s)	Includes console terminals. Excludes ALL Sun/IMP hard drives <u>except</u> TLN3495A 0820 1 GB drive. Excludes the following SUN/IMP CPUSET's: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.

Statement of Work

SP-Microwave Service Repair

1.0 Description of Services

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

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

2.0 Motorola Servicer has the following responsibilities:

- 2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
- 2.2. Perform the following on Microwave Infrastructure:
 - 2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
 - 2.2.3. Verify that Infrastructure is returned to manufactured specifications.
- 2.3. Provide the following service on select third party Infrastructure
 - 2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
 - 2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Notify the Customer upon completion of repair or replacement.
- 2.5. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Provide customer name, address of site location, and symptom of problem.
 - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.
- 3.3. Provide spare board inventory to be used to bring system back on line while defective unit is being repaired.



Statement of Work

Service From the Start - LITE

1.0 Description

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

In addition to Equipment specifically named in the applicable agreement to which this Statement of Work is attached, Service From the Start- LITE includes service on single mobile control heads provided that they are required for normal operation of the Equipment and are included at the point of manufacture.

Service From the Start LITE excludes repairs to: optional accessories; standard mobile palm microphones; non-standard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas, and power supplies. Engraving service is not covered under standard Service From the Start LITE. This service does not cover defects, malfunctions, performance failures or damage to the unit resulting from physical, liquid, or chemical damage. An estimate for non-covered repairs will be provided for units displaying extensive damage.

Service From the Start LITE is non-cancelable and non-refundable. If Equipment is added to the agreement subsequent to the Start Date, these units are also non-cancelable and non-refundable for the agreement duration. All added Equipment must be in "good working order" on the Start Date or when additional Equipment is added to the agreement. To ensure "good working order", added equipment will incur a time and material (T&M) repair fee if a repair is requested on that equipment within 30 days after being added to the agreement. Equipment may only be added to the agreement, via a customer signed or emailed Motorola Inventory Adjustment Form (IAF). Complete and accurate serial numbers and model descriptions must be supplied or the added unit will not be included under the agreement and will incur a T&M repair fee.

All inventory adjustment requests for add-on subscriber units received prior to the 15th of the month will be effective the 1st of the following month. Equipment add-on requests received after the 15th of the month will be effective the 1st of the next succeeding month.

Equipment deletions from the agreement may only be deleted under the following limited conditions:

- Equipment was stolen and proof of theft is provided to Motorola.
- Motorola determines Equipment is damaged beyond repair.
- Motorola determines Equipment is no longer supportable or is obsolete.
- Equipment has already been under a previous contract for at least the twelve month requirement.

Equipment deletions, where applicable, will be effective at the end of the month in which the request was received.

The terms and conditions of this Statement of Work are an integral part of the Motorola service agreement or other applicable agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of the Motorola service agreement or other applicable agreement and this Statement of Work, the provisions of this Statement of Work shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1 Test and Restore the Equipment to Motorola factory specifications, including Factory Mutual (FM), and Mine Hazard Safety Association (MHSA).
- 2.2 Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette. If the Customer template is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for that Equipment will be used. The Equipment will require additional programming by the



Customer to restore the original template. All Firmware is upgraded to the latest release for each individual product line.

- 2.3 Clean external housing of the Equipment. External components of unit will only be replaced when functionality has been diminished.
- 2.4 Pay the outbound freight charges for next day shipping. Motorola will pay the inbound freight charges if the Customer uses the Motorola designated delivery service.
- 2.5 Provide Customer with the Motorola repair request form and Inventory Adjustment Form (IAF).
- 2.6 Perform covered services as requested by Customer on the Motorola repair request form.
- 2.7 Process inventory adjustment requests received by email or fax from Customer. If the request is received by email, Motorola will email an acknowledgement to the sender.
- 2.8 If applicable, notify Customer of changes in Motorola designated inventory adjustment email address or fax number.

3.0 Customer has the following Responsibilities:

- 3.1 Supply Motorola complete and accurate serial numbers and model description.
- 3.2 Utilize the Motorola designated delivery service program to obtain Motorola payment for inbound shipping.
- 3.3 Access the Motorola repair request form and Inventory Adjustment Form (IAF) through Motorola On Line (MOL).
- 3.4 Initiate service request via Motorola On Line (MOL) or complete a Motorola repair request form with contract number referenced, and submit it with each unit of Equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
- 3.5 If desired, supply Motorola with a Software template or programming in order to assist in returning the Equipment to original operating parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flashcode for each radio.
- 3.6 If Motorola must utilize a generic template or code plug to Restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.7 Provide a signed or emailed Motorola Inventory Adjustment Form (IAF) for all Equipment additions.
- 3.8 Local services or annual maintenance required for maintaining normal operation of the equipment, unless specified on the service agreement.

Statement of Work

SP-On Site Infrastructure Response and Repair for FHAS

1.0 Description of Services

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

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

2.0 Motorola Servicer has the following responsibilities:

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

3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Provide customer name, address of site location, and symptom of problem.
 - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
- 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.

Semi Annual Preventative Maintenance Check (MERS Trailer)

1.0 Description of Services

A Preventative Maintenance check will provide an operational test and alignment on the radio infrastructure equipment installed in the Mobile Emergency Radio System (MERS) Trailer to ensure it meets the original manufacturer's specifications. The preventative maintenance check will be performed on a semi-annual basis and scheduled upon customer's request. A report will be provided to the customer upon completion. This service will be performed during normal standard business days/hours (Monday – Friday, 8am – 5pm).

2.0 Motorola has the following responsibilities:

- Physically inspect the infrastructure equipment for the radio system.
- Remove any dust and/or foreign substances from the radio equipment.
- Clean filters, if applicable, on the radio equipment.
- Measure, record, align, and adjust the radio equipment parameters in accordance with the manufacturer's service manuals and the rules and regulations of the Federal Communications Commission (FCC) where applicable.
- Document all measured parameters on the radio equipment as identified in Table D and provide the customer with a report at the conclusion of this service.

3.0 Customer has the following responsibilities:

- Schedule the PM checks with the Service provider on a semi-annual basis.
- Cooperate with Motorola to perform all acts that are reasonable or necessary to enable FSO to provide the Preventative Maintenance (PM) check on the radio equipment. .

Table D: Radio Equipment Preventative Maintenance Check list

Infrastructure Type	Operational Check (where applicable)
Repeater(s), Base Station(s) <ul style="list-style-type: none">• 6 Channel 4.1 IR site• 6 Channel 7.6 ASR site	Transmitter modulation RF power output/reflected RF Frequency Measured/adjusted Receiver Sensitivity Measured/Adjusted Power Supply voltages Transmission Line Sweep with Antenna Auto Tune Combiner operation