Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and the City of Santa Rosa ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola Solutions will sell the System and Services, as described below. Motorola Solutions and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

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

- Exhibit A "Motorola Solutions Software License Agreement"
- Exhibit B "Payment"
- Exhibit C Technical and Implementation Documents
 - C-1 "System Description" dated September 14, 2018
 - C-2 "Pricing Summary & Equipment List" dated September 14, 2018
 - C-3 "Implementation Statement of Work" dated September 14, 2018
 - C-4 "Acceptance Test Plan" or "ATP" dated September 14, 2018

Exhibit D "System Acceptance Certificate"

Exhibit E "Insurance Requirements"

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

1.3 In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

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

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

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

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

Santa Rosa Police Department L2 Core and 10 Positions MCC 7500 Dispatch Console Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment Schedule" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

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

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

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

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

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

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

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

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

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

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

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

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

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"Software Support Policy" ("SwSP") means the policy set forth at http://www.motorolasolutions.com/softwarepolicy describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

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

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

"**Specifications**" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"**Subsystem**" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

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

"System Acceptance" means the Acceptance Tests have been successfully completed.

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

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

Section 3 SCOPE OF AGREEMENT AND TERM

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

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

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

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment

Santa Rosa Police Department L2 Core and 10 Positions MCC 7500 Dispatch Console will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

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

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

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

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

Section 4 SERVICES

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

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

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

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

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

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

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

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement

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of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this section.

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

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

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

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

Section 5 PERFORMANCE SCHEDULE

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

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

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

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is <u>\$1,398,713</u>. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A reduction in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

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

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

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

Name: <u>Santa Rosa Police Department</u> Address: <u>965 Sonoma Ave. Santa Rosa CA. 95404</u> Phone: <u>707-543-3645</u> Email: <u>khinton@srcity.org</u>

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

Name: <u>Santa Rosa Police Department</u> Address: <u>965 Sonoma Ave. Santa Rosa CA. 95404</u> Phone: <u>707-543-3645</u>

The Equipment will be shipped to the Motorola Sub-Contractor at the following address (insert if this information is known):

Name: <u>Day Wireless</u> Address: <u>4728 East 2nd Street Suite 10 Benicia CA. 94510</u>

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

Section 7 SITES AND SITE CONDITIONS

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

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

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

Section 8 TRAINING

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

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Section 9 SYSTEM ACCEPTANCE

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

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

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

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

Section 10 REPRESENTATIONS AND WARRANTIES

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

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

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

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

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

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

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

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

Section 11 DELAYS

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

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

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Section 12 DISPUTES

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

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

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

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

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

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

Section 13 DEFAULT AND TERMINATION

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

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

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Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement. Notwithstanding, this obligation does not apply if Motorola is entitled to immunity under the NG911 Act of 2012.

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

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

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

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

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

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

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Section 15 LIMITATION OF LIABILITY

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

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

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

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

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

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with

Santa Rosa Police Department L2 Core and 10 Positions MCC 7500 Dispatch Console providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

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

16.4 DATA AND FEEDBACK.

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

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

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

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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

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

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

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

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

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

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

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

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

17.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.1 and 6.2 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.12. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple

Santa Rosa Police Department L2 Core and 10 Positions MCC 7500 Dispatch Console counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

INSURANCE. Insurance Policies: Motorola shall maintain in full force and effect all of 17.13. the insurance coverage described in, and in accordance with Exhibit E, "Insurance Requirements." Maintenance of the insurance coverage set forth in Exhibit E is a material element of this Agreement and a material part of the consideration provided by Motorola in exchange for City's agreement to make the payments prescribed hereunder. Failure by Motorola to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Motorola, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Motorola to maintain required insurance coverage shall not excuse or alleviate Motorola from any of its other duties or obligations under this Agreement. In the event Motorola, with approval of City, retains or utilizies any subcontractors or sub consultants in the provision of any services to City under this Agreement, Motorola shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Exhibit E.

17.14 ACCESSIBILITY REQUIREMENTS: City requires that all City telecommunication services, websites and web-based applications and services are accessible to, and usable by, persons with disabilities. Motorola shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. SS 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973; as amended. Section 508 standards are viewable at: https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards.

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

City of Santa Rosa
Ву:
Name:
Title:
Date:
City of Santa Rosa – Approved as to Form:
Ву:
Name:
Title: City Attorney
Date:
City of Santa Rosa – Attest:
Ву:
Name:
Title: City Clerk
Date:

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Motorola Solutions Confidential Restricted

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

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

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement

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and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

Section 4 LIMITATIONS ON USE

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

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

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

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

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

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

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Section 8 TERM AND TERMINATION

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

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

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

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

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

Exhibit B

PAYMENT

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

System Purchase (excluding Subscribers, if applicable)

- 1. 25% of the Contract Price due upon contract execution (due upon effective date);
- 2. 60% of the Contract Price due upon shipment of Equipment from Staging;
- 3. 10% of the Contract Price due upon installation of Equipment; and
- 4. 5% of the Contract Price due upon Final Project Acceptance.

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

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

L2 CORE AND 10 POSITIONS MCC 7500 DISPATCH CONSOLE



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Santa Rosa Police Department L2 Core and 10 Positions MCC 7500 Dispatch Console	September 14, 2018 Use or disclosure of this proposal is subject to the restrictions on the cover page.

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Motorola Solutions 10680 Treena Street, Suite #200 San Diego, CA. 92131 USA

September 14, 2018

Keith Hinton Santa Rosa Police Department 965 Sonoma Ave Santa Rosa, CA 95404

Subject: L2 Core and 10 Positions MCC 7500 Dispatch Console

Dear Keith Hinton,

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

To best meet the functional and operational specifications of this solicitation, Motorola Solution's response includes a combination of hardware, software, and services. Specifically, this solution provides:

- P25 ASTRO L2 Core Master Site
- (10) MCC7500 Dispatch Positions
- (1) MCC7500 Archiving Interface Server (AIS)
- (1) Verint IP Logging Recorder

This proposal is subject to the enclosed Communications System and Services Agreement (CSSA), together with its Exhibits. This proposal shall remain valid for a period of 90 days from the date of this cover letter. Santa Rosa Police Department may accept the proposal by delivering to Motorola Solutions the CSSA signed by your Santa Rosa Police Department representative. Alternatively, Motorola Solutions would be pleased to address any concerns Santa Rosa Police Department may have regarding the proposal. Any questions can be directed to your Manufacturer's Representative Greg Weisman at (707) 805-6097 or your Motorola Solutions Account Executive, Bill Vlahandreas, at (707) 321-7007.

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

Sincerely, Motorola Solutions, Inc.

Alledas Dir

Michael De Benedetti Area Sales Manager Motorola Solutions, Inc.

SECTION 1

SYSTEM DESCRIPTION

1.1 SOLUTION OVERVIEW

In response to Santa Rosa Police Department (SRPD)'s request for a new ASTRO core to support your legacy RF conventional equipment, Motorola Solutions is providing this proposal for an ASTRO 25 Core capable of supporting the legacy RF sites and to support a technology migration to trunking solutions available to the Public Safety market. The ASTRO 25 software-defined platform provides the freedom to deploy a right-sized system today, with the confidence of easily adding coverage, capacity, and new capabilities as the needs evolve in the future.

The solution is a P25 compliant, single zone, trunked configuration. The core supports trunked system configurations with up to 5 repeater sites, 10 simulcast subsites, and up to 150 base repeaters. Analog or digital conventional channels can also be supported. A single COTS server supports all call processing within the zone. The same server provides Active Directory functionality and can be used for the backup of databases at the core. Centralized system management applications also reside on this platform. With this core, agencies can enable Integrated Voice and Data, Enhanced Data, and can interoperate with other P25 networks.

An L2 core is a redundant core with redundant servers and network devices to prevent a single point of failure that would prevent the loss of radio communications. The high level features and capacities supported by a typical L2 core are summarized in the table below. The core will be licensed for features and capacities needed by the Santa Rosa Police Department.

System Capacities / Functionalities	ASTRO 25 L2 Core
ASTRO 25 Trunking	Supported
Total System Channels (Trunked or Mixed Trunked/Conventional/HPD) Digital	Maximum of 150
Trunked Sites	Maximum of 5
Total Simulcast Subsystems	2
Trunking Simulcast Subsites	10
Channels per Simulcast Subsite	30
Talkgroups	4,000
Individual Ids	16,000
Frequency Bands	700 MHz 800 MHz 900 MHz UHF - 380 to 520 MHz VHF - 136 to 174 MHz
Voice Encryption	Yes
ISSI 8000	Supported
Maximum Dispatch Sites	5
Maximum Dispatch Operator Positions	20 per site 50 system wide
Conventional Legacy Channels via CCGW per Dispatch Site	40 4 -wire 20 V.24

Santa Rosa Police Department L2 Core and 10 Positions MCC 7500 Dispatch Console

This proposal includes ten (10) MCC7500 Dispatch Console positions and associated equipment, one (1) MCC7500 Archiving Interface Server (AIS), (1) Verint IP Logging Recorder and an ASTRO 25 L2 Core. The dispatch site includes the necessary equipment to allow connection to the existing analog and V.24-based equipment.

The MCC 7500 is capable of accessing and controlling Santa Rosa PD's analog and digital conventional base stations through the use of conventional channel gateways (CCGW). The dispatch console processes audio received from the station and provides the transmit audio and control functions from the dispatch position. Each CCGW supports up to eight channels through 4-wire connectivity, or up to ten channels through IP connectivity.

1.2 ASTRO 25 INFRASTRUCTURE

Motorola Solutions, Inc. (Motorola Solutions) proposes our ASTRO[®] 25 platform with Integrated Voice and Data (IV&D) to provide secure and reliable communications for the Santa Rosa Police Department. ASTRO 25 offers a future-ready, wireless platform that combines a uncompromising, real-world performance and reliability.

ASTRO 25 offers SRPD a Project 25(P25), standards-based Internet Protocol (IP) solution with a flexible, modular network. ASTRO 25 can expand to accommodate additional radio users, increased geographic coverage, enhanced data applications, and connectivity to other networks, ensuring that SRPD will have efficient and cost-effective communications for decades to come.

ASTRO 25 also provides advanced call processing capabilities designed to meet the needs of public safety. On an ASTRO 25 network, first responders can share voice and data communications between members of the same team, across an agency, or among different agencies. In addition, the network's centralized command and control capabilities will enable SRPD to deploy resources, track



personnel, and maintain communication security more efficiently and effectively.

The system's P25-compliant IV&D operation allows data traffic to travel seamlessly over the ASTRO 25 radio system, improving in-field efficiency and providing a platform for additional capabilities. By creating a data transport layer capable of supporting both industry-standard IP and customer-developed applications, IV&D will provide SRPD with a number of important benefits:

- Conserves valuable airtime.
- Increases communications accuracy.
- Allows queries in the field without involving dispatch.

Because ASTRO 25 automatically prioritizes voice communications over data transmissions, the Department's personnel will always be able to transmit and receive mission-critical communications.

1.3 PROPOSED SYSTEM ARCHITECTURE

The proposed ASTRO 25 solution will provide an adaptable and affordable platform for mission critical wireless communications throughout the Department's geographic area. The proposed system provides an L2-zone architecture. A zone comprises the master site and Radio Frequency (RF) sites referred to as the "system" throughout this proposal. The system will support Enhanced Conventional Channel Gateways to allow multiple users to share channel resources in a single-bandwidth. For added resiliency, the proposed system will feature the L2 configuration.

The "master site"—where core equipment is located—provides a central point of control for the operation of the radio communication system. From the master site, the Department's system administrators will have access to the hardware and software components that control call processing, network management, and system configuration. Common Server Architecture (CSA) reduces physical space and individual component requirements at the master site by using Virtual Management Servers (VMSs) to host server applications in a Virtual Machine (VM) environment.

1.4 OPTION FOR FUTURE SYSTEM INTEROPERABILITY

The proposed L-Core can support features and functionality above and beyond the scope of this proposal. This includes interoperability by means of the Inter-RF Subsystem Interface 8000 (ISSI 8000) to neighboring P25 systems.

1.5 SYSTEM COMPONENTS

An ASTRO 25 radio system is comprised of a master site and one or more radio frequency sites. This section provides descriptions of the components at each location.

1.5.1 Master Site Core Components

The equipment at an ASTRO 25 master site provides an adaptable and affordable platform for mission critical wireless communications in a scalable and virtualized configuration. The master site equipment comprises the system's core components, including a common server architecture (running the applications that provide command and control for the system) and LAN switches (routing information to and from the master site to the radio frequency sites that provide system coverage).

1.5.1.1 Common Server Architecture

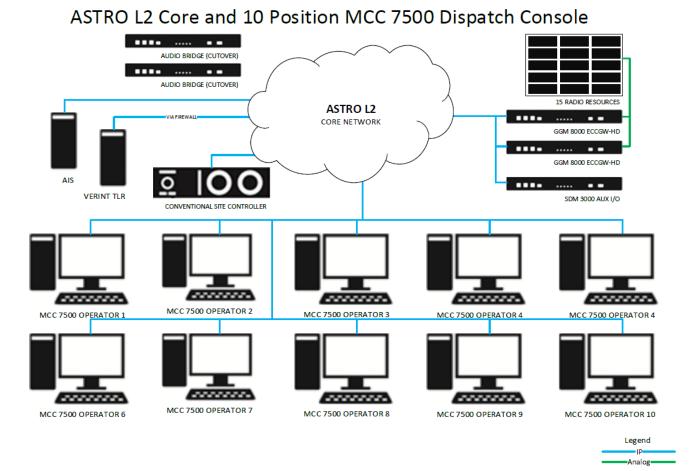
A master site's Common Server Architecture (CSA) deploys server applications with the Linux/Windows operating systems on a HP DL380 Virtual Management Server (VMS) host. The VMS hosts the following server applications through VMware in a Virtual Machine (VM) environment:

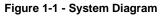
- Air Traffic Router (ATR) Captures data exhibited by Affiliation Display, Dynamic Reports, Historical Reports, Radio Control Manager (RCM) Reports, and for systems with the Inter-RF System Gateway (ISGW) employing the ISSI 8000/CSSI 8000 feature. The ATR also captures foreign talkgroup and foreign Subscriber Unit Identifier information for ZoneWatch to display.
- Backup and Recovery (BAR) Server Backs up and restores critical data.
- **Core Security Management Server (CSMS)** Provides antivirus service and multi-factor authentication.
- User Configuration Server (UCS) Stores information about user radios, talkgroups, critical sites, and security information.

Santa Rosa Police Department L2 Core and 10 Positions MCC 7500 Dispatch Console

- **Zone Database Server (ZDS)** Exports infrastructure and subscriber information it receives from the User Configuration Server (UCS) to consoles and site gateways (conventional channel interface).
- **Zone Statistics Server (ZSS)** Provides database storage of statistics and back-end processes required for zone-level functions.
- **Zone Controller (ZC)** Provides centralized control for call processing and mobility management functions.
- License Manager Stores and manages software licenses.
- Unified Event Manager (UEM) Provides fault management.
- Unified Network Configurator (UNC) Provides controlled and validated configuration management of system devices.
- Unified Network Configurator (UNC) Device Server (UNCDS) Enables the UNC to manage up to 15,000 devices.
- Network Management (NM) Client Provides a virtual workstation for system administrators and technicians to use for various system-related tasks.
- **IP Packet Capture (IPCAP)** Captures transactions between network elements and collects performance data for Virtual Management Servers (VMSs).

Santa Rosa Police Department





Santa Rosa Police Department L2 Core and 10 Positions MCC 7500 Dispatch Console

1.5.1.2 Firewall

A firewall provides network boundary enforcement and attack detection features. The firewall restricts traffic to known sources, destinations, and protocols, based on the hosts and services that are specified in the firewall configuration. All undefined traffic is discarded.

1.5.1.3 LAN Switches

The master site includes one or more LAN switches. The LAN switches aggregate all the Ethernet interfaces for all servers, clients, and routers at the core.

The proposed system for SRPD will include redundant LAN switches for added system resilience.

1.5.2 Site Component Descriptions

An ASTRO 25 site supports a wide variety of configurations to meet critical communications requirements for present and future communication needs. Depending on the RF site configuration, each RF site has several different components. The following components are included in the RF sites provided as part of our solution for SRPD.

1.5.2.1 Enhanced GGM 8000 Conventional Channel Gateway

Enhanced Conventional Channel Gateways (ECCGWs) connect dispatch operators to analog or digital conventional channels in the system. Up to 16 conventional channels can be connected to the eight analog and eight V.24 ports on a GGM 8000-based ECCGW in any mixture of analog, MDC 1200 digital or mixed mode.

In addition to the 16 channels supported on the analog and V.24 ports, the ECCGW can support up to 16 digital conventional channels through its IP port. Mixed mode channels must use a V.24 port for the digital portion.

For this application Motorola has proposed (2) ECCGWs, which will support (14) analog resources, and (1) digital or (1) mixed-mode resource.



Figure 1-2: Enhanced GGM 8000 Conventional Channel Gateway - Connects dispatch operators to analog or digital conventional channels in the system.

1.5.2.2 Conventional Site Controller

G-series site equipment uses a standard chassis (see the figure titled "G-Series Chassis") for individual site components. Six basic modules create the entire G-series platform, resulting in reduced spare parts inventory. Modules have front access to improve serviceability with hot-swap support to ensure channels are back on the air in minimum possible time. Standard battery revert and charging capability is built into every G-series power supply. Integrating these capabilities eliminates the need for a large uninterrupted power supply and saves valuable site space.

Santa Rosa Police Department L2 Core and 10 Positions MCC 7500 Dispatch Console



Figure 1-3: G-Series Chassis – A single chassis and six basic modules create the entire G-series platform, resulting in reduced spare parts inventory.

- GCP 8000 Site Controller The GCP 8000 Site Controller is used at an ASTRO 25 trunking site to assign voice and data channels, manage and report alarms on site resources, provide Ethernet switching capability, and provide a frequency reference to GTR 8000 Base Radios. The frequency reference is provided either via a GPS receiver or an ultra-high stability oscillator. The nature of these frequency references eliminates or minimizes site visits for frequency tuning servicing.
- GCP 8000 Conventional Site Controller The GCP 8000 Conventional Site Controller provides mission critical call processing and mobility management throughout the ASTRO 25 conventional system. The GCP 8000 interfaces through the Ethernet LAN switch, providing access to the packet switched network through the core gateway. Equipped with a single controller module, the GCP 8000 can support the full set of dispatch consoles, archiving interface servers, and conventional gateways.

1.5.2.3 GGSN Router

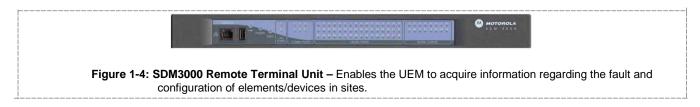
Motorola Solutions' General Packet Radio Service (GPRS) Gateway Service Node (GGSN) router provides for the internetworking between the ASTRO 25 data system and the Customer Enterprise Network (CEN), allowing for independent management of IP addresses across networks.

The GGSN router handles the IP routing services in support of end-to-end IP data messaging. These services include Static and Dynamic IP addressing, IP fragmentation, and ICMP error reporting messaging for diagnostics and troubleshooting.

1.5.2.4 SDM 3000 Remote Terminal Units (RTUs)

The SDM 3000 Remote Terminal Units (RTUs) (see the figure titled "SDM 3000 Remote Terminal Unit") enables the Unified Event Manager (UEM) to acquire information regarding the fault and configuration of elements/devices in sites. Each SDM 3000 RTU has a web server that provides service access through a standard web browser. An RTU can retrieve the topology map of the site and alarms stored in the events buffer.

We have proposed (1) RTU that can support (48) digital inputs and (16) digital outputs.



Santa Rosa Police Department L2 Core and 10 Positions MCC 7500 Dispatch Console

1.5.2.5 GGM 8000 Gateway

The GGM 8000 core gateways provide routing control of audio, data, and network management traffic for devices that forward packets beyond their local LAN. The gateways replicate packets while achieving the fast access levels required by real-time voice systems.

This proposal includes redundant gateways for the console site.



1.5.2.6 Site LAN Switch

The site LAN switch provides a LAN interface for site equipment and a LAN port for the site gateway. Through the switch, the service technicians gain access to service the site, and also access to the system's Graphical User Interface (GUI).

Redundant switches for the console site are included in this proposal.

1.5.2.7 KVL 4000 Key Variable Loader

The KVL 4000 (see the figure titled "KVL 4000 Key Variable Loader") is Motorola Solutions' encryption Key Variable Loader for secure-enabled Motorola Solutions products. Equipped with the Motorola Solutions MC55 handheld, the key loader is outfitted with state-of-the-art features and a user interface for increased efficiency and programming flexibility. A large LCD color display, paired with an easy-to-use alphanumeric keypad, enables simple viewing and data entry. Built with legendary Motorola Solutions quality and security, the KVL 4000 withstands everyday use in federal and public safety environments.

(1) KVL 4000 is included.



Santa Rosa Police Department L2 Core and 10 Positions MCC 7500 Dispatch Console

1.6 VERINT AUDIOLOG RECORDING SOLUTION

Today's environment requires Emergency Communication Centers to operate at peak efficiency while improving Service levels. Verint's advanced suite of contact center recording, monitoring, evaluation and reporting tools assist our customers in improving customer experience, enhancing productivity, retaining employees, enhancing employees' productivity, and minimizing training costs.

Verint's Impact 360[®] powered by Audiolog for Public SafetyTM with the browser-based Verint Insight CenterTM Web Based Multi-media software solution, are designed to be user-intuitive – significantly reducing the IT resources needed to implement and maintain, and requiring minimal training. This flexible, easy-to-install and easy-to-use recording solution gives our users the ability to record interactions and instantly retrieve recordings from their desktop or web browser for weeks, months or even years.

Verint Systems combines years of experience developing and delivering contact center software and services with a unique and comprehensive understanding of the public safety market given its extensive security intelligence work with government, public, and enterprise organizations to provide solutions designed to optimize the performance of public safety agencies. From Public Safety Answering Points (PSAPs) to command and control centers to emergency communications centers, Verint public safety recording and evaluation solutions expertly address the myriad of performance challenges that contribute to delayed emergency response, reduced productivity and effectiveness, and slow and cumbersome investigations.

An integral part of Verint's public safety solutions, the Verint Audiolog recording solution is an advanced digital call recording, playback, and archiving system that is designed for use both as a standalone recorder/playback unit and as a specialized recording server within a networked environment. Audiolog is built to provide functionally comprehensive, intelligent, and reliable recording, with fast and accurate retrieval and playback, that is scalable, quick to deploy, and easy to manage.

To assist management operations in communication centers Verint offers unique advanced applications such as Employee/Incident Evaluation Software as well as Speech Analytics software designed to empower management with tools to analyze and investigate recorded interactions.

1.6.1 Audiolog and NG9-1-1

Verint's Impact 360® for Public Safety Powered by AudiologTM is designed to help support Emergency Response organizations in enhancing performance and responding to new challenges arising from Next-Generation 9-1-1 (NG9-1-1). The solution brings together a unique set of functionality that when combined assists in:

- Achieving high quality response by accurate call handling and dispatching.
- Liability reduction.
- Immediacy of incident data and efficient incident-based recording retrieval.

Verint is committed to providing our customers a strategy for Recording in a NG9-1-1 Emergency Response Center. This strategy not only applies to new customers who may be investing in Audiolog for their communications recording needs in NG9-1-1 equipped centers, but also to existing customers who will require their Existing Audiolog to be upgradeable to NG9-1-1 functionality to protect their investment in recording technology.

With this commitment Verint joined NENA's NG9-1-1 Partner Program in 2007, and continues to participate in NENA's NG9-1-1 Events. Recently Verint participated and completed in the ICE-8

Testing in Chicago. In addition, Verint has already performed independent NG9-1-1 interoperability testing with vendors such as Intrado, to ensure functionality of recording in a NG9-1-1 operation.

However, in a NG9-1-1 Emergency Response Operation, "Recording" is only a part of the solution. Verint believes strongly in the need for Operational Tools to enable Employees to handle these emerging technologies within NG9-1-1. These operational tools affect employee performance by measuring skills and providing learning methodologies to improve performance. This is the Impact 360® software suite.

Impact 360® for Public Safety Powered by AudiologTM is a robust workforce optimization portfolio that combines radio and telephone recording, playback, and storage with quality assurance, incident reconstruction and analysis, employee coaching and training, and speech analytics. Improving emergency preparedness and response, reducing liability and risk, enhancing employee productivity and retention, and helping make the most of budgets and staff, Impact 360 for Public Safety Powered by Audiolog is an ideal call recording, retrieval, and quality management solution for virtually any public safety environment and situation. In addition, the solution can help facilitate and expedite implementation of NG9-1-1, E-112, and other emerging standards, which can otherwise place serious cost and operational burdens on public safety agencies already grappling with the challenges of diminished funding, shrinking staffs, growing workloads, and rising expectations.

1.6.2 Verint Product Descriptions

Audiolog is a very flexible recording platform that comes with a variety of standard client applications and server licenses. Not all licenses are used in every environment. For example, some are specifically designed for public safety organizations while others are used only in call centers. Listed below are the acronyms and descriptions for the licenses most likely to be used in your environment.

1.6.2.1 Audiolog

Audiolog is an advanced digital call recording system that is designed for use both as a stand-alone recorder/playback unit and as a specialized recording server within a networked environment. Built on an open architecture using standard PC components, the Microsoft Windows platform, and the Microsoft SQL database, a single Audiolog server can provide acquisition, storage, and processing, along with the application layer. This standards-based, packaged approach ensures delivery of a functionally comprehensive, reliable, intelligent recording solution that is scalable, quick to deploy, and easy to manage.

1.6.2.2 Central Archive Server (CAS)

The Audiolog Central Archive Server provides a central Storage and Database Server to unify the recordings from several Audiolog recording Servers in a multi-server solution. The CAS is the first step in call and data redundancy as calls uploaded to the CAS from the Audiolog Recording Servers are also retained on the Audiolog Recording Server. From the CAS, a user may access the unified database to quickly search for all calls recorded in the multi-server solution. The CAS also serves as a central point to enable a second step of data redundancy, as the CAS may be used in conjunction with a customer provided Network Attached Storage Server or SAN to provide long term call storage. When this method of long term storage is employed, the CAS retains the database for users to search, and will seamlessly return the calls from the NAS/SAN device to the user requesting the call record.

1.6.2.3 Insight Center

Insight Center is an end-user software interface which is browser based and allows for a user to search, retrieve and playback both telephone and radio recordings. Insight Center is designed to serve the user as a multi-channel and multimedia search and replay application to support full Incident Reconstruction of recordings, including: Audio, PC Screen recording and other multimedia file types which can be imported by a User.

1.6.2.4 Audiolog Management Console and Audiolog Messenger

The Audiolog Management Console (AMC) Client enables monitoring of the status of selected Audiolog servers and viewing of both Audiolog and Windows Event Logs. If an alarm condition is detected on an Audiolog server, a talking alarm will sound on the AMC client and an error message will scroll across the user's screen. In addition, the AMC enables changes to be made within the Audiolog Configuration Manager from a remote Windows multi-media PC workstation.

Audiolog Messenger facilitates an email notification from the Audiolog system to multiple defined recipients, identifying an Audiolog alarm condition and error messages written to the Windows Event Log of the Audiolog server.

Audiolog Messenger can also be used in combination with AMC on a client system to send an email notification in the event AMC loses communication with an Audiolog server. Audiolog Messenger uses Microsoft Outlook Express as the email client to send messages. Therefore, setting up the email application on the client system is a prerequisite to using AMC and Audiolog Messenger.

1.6.2.5 Housekeeping

Housekeeping is a process that can be scheduled to run automatically on a periodic basis, preferably daily. Housekeeping does critical maintenance routine that backs up the database, purges calls older than the retention period and repairs the database if needed.

1.6.2.6 Audiolog Reports

The Audiolog Report Client provides several standard reports to help PSAPs and other public safety agencies and organizations analyze and document the performance of their communications center operations. Each of the reports can be viewed on screen, printed, or exported to a number of formats, including Adobe® Acrobat® PDF. The standard reports include:

- Basic Account Information Report.
- Calls/Campaign Report.
- Executive Summary Report Agent Report.
- Call Audit Reports.
- Detailed Call Reports.
- Hourly Breakdown Report.
- Ring Duration Report by Channel.
- Talk Time Report.
- Work Code Report.

1.6.2.7 Audiolog Recording Solution Overview

Background

Motorola Solutions has asked Verint Systems to provide a proposal for a new Radio and Telephony Recording solution for Santa Rosa. The solution as required is to provide a recording solution at one physical site:

• Primary E-911 Center.

The Requirements of this new system have been set forth and are to provide a new logging recorder that will record all audio from:

- Trunked P25 radio (8 simultaneous conversations).
- Radio all types of calls trunked or conventional.

The logging recorder requirements apply to both the 911 center. Currently this location provides a capture for audio to the Audiolog server in place at this location. The requirement for adding the TLR (Trunk Logger Recorder) will allow for recording the Motorola Solutions P25 IP from an AIS. The console electronics shall provide multiple independent audio outputs suitable for connection to a logging recorder. The outputs shall supply audio from all the radio channels and controlled by the console to the logging recorder. Both transmit and receive audio shall be provided. The outputs shall filter guard and function tones associated with tone remote controlled stations.

1.6.2.8 Audiolog Solution Design

Telephone & Radio Recording

To meet these requirements set forth by Santa Rosa, Verint Systems is proposing a Public Safety Recording Solution based upon the Verint Audiolog. This Audiolog Solution will be based upon the Audiolog release version 5.

To accomplish the recording requirements at this location, is to add a TLR to meet the needs for recording Radio Communications, a dedicated Trunked Logging Recording (TLR) Server will be deployed to Record the ASTRO P25 Trunked Radio Communications. This Audiolog TLR is designed to record 8 Talkgroups and capture Radio metadata with each recorded transmission. This metadata is provided by the Motorola Solutions Archive Information Server and includes such info as Radio ID, Radio Alias, Talk group ID and Talk Group Alias. This will enable users to search and retrieve recorded radio communications based upon Talk group and/or Radio information. The current Audiolog telephony server will be upgraded to the latest V5 SP and will upload the calls to the CAS to unify the calls from the TLR and Telephony server.

Search and Playback

The Search and Retrieval of Recorded Communications can be done by two methods: 1. Verint's Web Based Application, "Insight Center" or 2. Verint's Audiolog Client Software. Both Search and Replay applications are available to **Santa Rosa** to use at their discretion. Verint's Insight Center application provides a powerful, browser-based, set of tools to search for and play the recordings stored on your Audiolog servers from your desktop PC. With an easy-to-use browser interface, you can easily search for recordings by Recorded Channel, Date, Time, Duration, User Reference Tags, and other captured metadata from both the ASTRO Radio system and the E-911 Switch. Playback audio is delivered via the local area network to the speakers of the client PC.

The Audiolog System Administrator will assign each individual a User Name and Password. Each user account will have certain permissions associated with it. In order to play recordings back, the user account attributes must include "Playback" permissions. Depending upon a user account

Santa Rosa Police Department L2 Core and 10 Positions MCC 7500 Dispatch Console

attributes have been configured, a user may be permitted to playback all recordings or may be restricted to only playing recordings from a limited subset of telephone extensions or agents. If Playback permissions are limited, then the replay application will only show recordings for the Audio Channels or Radio Talk Groups to which have been assigned.

• <u>Important Note:</u> Verint's Insight Center is a Web based application and is required to be hosted on a "Web Hosting" Server; this will be required when there are more than 5 simultaneous users accessing the system. The specifications for this Web Hosting Server are listed within this document and should be provided by Motorola Solutions or the end user customer.

Call Storage

Verint's Recording Solutions are designed to fulfill the widest range of recording requirements while being one of the most efficient, easy-to-use and reliable solutions available. Audiolog's open architecture provides maximum storage flexibility, with internal RAID 5 Storage, automatic call archiving to Blu-ray removable media and support for Network-Attached Storage (NAS), or SAN storage, as well as Verint's Centralized Archiving Server (CAS).

To provide **Santa Rosa** with an effective and redundant storage solution, we have included the Verint Central Archive Server (CAS). The purpose of the CAS is to provide a unified and redundant storage location for all recorded calls from the Primary E-911 Center, the Backup E-911 Center and from the Trunked Radio Recorder. This provides the Search and Replay user a single point within the solution to search for any of the recorded audio regardless of it was recorded at either operations center.

Each Recording Server is equipped with at minimum a single RAID 5 Hard Disk Array, providing 600GB of local storage. In addition, the Central Archive Servers are equipped with Expanded Storage with a RAID 5 Array of 2TB. This provides for the following Storage capacities:

- 600GB Analog Recording vocoded with GSM = 96,000 Channel Hours (160 hours/1 GB).
- 600GB P25 Phase 1 Recording vocoded with IMBE = 220,000 Channel Hours (366.6 hours/1 GB).
- 2TB Analog Recording vocoded with GSM = 320,000 Channel Hours (160 hours/1 GB).
- 2TB P25 Phase 1 Recording vocoded with IMBE = 733,200 Channel Hours (366.6 hours/1 GB).

The process of unifying and creating redundant copies of recorded call begins with each Audiolog Recording Server recording all calls to the local Audiolog Server as a compressed wav file (files may be encrypted if the option is chosen by the customer). Each Audiolog Recording Server will then copy and upload recorded calls to the Central Archive Server (CAS). This Central Archive Server may be located anywhere on the Customer's LAN/WAN. It is not required to be "geographically" coresident with the individual Audiolog Recording Servers.

Depending upon the call retention requirements by each agency, the CAS Server may not provide sufficient storage to retain the calls for the retention period. If this is the case, Audiolog allows for each CAS to also leverage a Network Attached Storage Device or a SAN to meet the requirement. There is no cost or license to enable this feature. Verint will be happy to work with **Santa Rosa** to determine the long term storage requirements.

- Important Note: NAS or SAN solutions may be added to the solution at a later date.
- As designed, we have included a Rewritable Blu-ray DVD Drive to provide for additional storage onto removable media.
- <u>Important Note:</u> Archival to removable Blu-ray Media is only supported in this design from the Central Archiving Server.

Santa Rosa Police Department L2 Core and 10 Positions MCC 7500 Dispatch Console

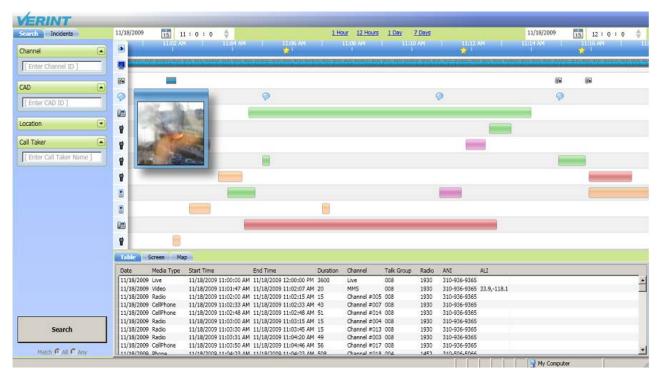
Verint Insight Center Multi-Media Replay and Incident Management

Insight Center provides a powerful, browser-based, set of tools to search for and play the recordings stored on your Verint enterprise recording system from your desktop PC. With an easy-to-use browser interface, you can easily search for recordings by channel, agent, date and time, or any available metadata associated with the recording.

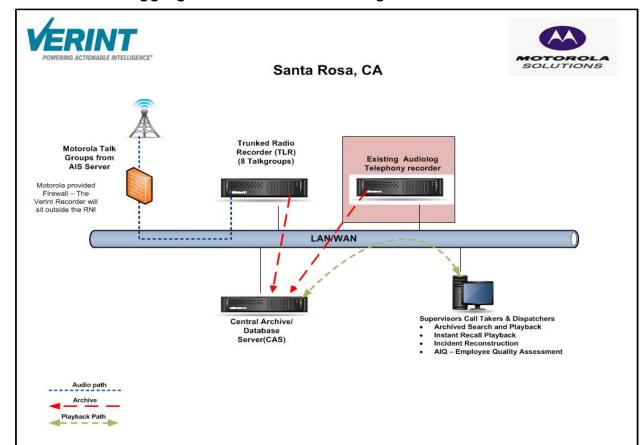
Insight Center allows you to playback multiple sequenced and/or simultaneous recordings, regardless of which channel they were recorded on. This allows you to reconstruct an incident by listening to a series of recordings in their entirety, even if the recordings overlap. Selected recordings can then be saved to an incident folder for ease of incident management. To assist you when creating a transcript of the recordings, you can configure Insight Center to provide a spoken time and date stamp at the beginning and end of the selected sequence of recordings. Insight Center plays the selected recordings in chronological order.

Verint's Recording solutions provide for full-time recording, selective recording, recording on demand, and dial-in recording across digital and analog telephones, trunked and conventional Land Mobile Radio systems, telephone lines and trunks, IP phones, short message service (SMS), and PC screens. It can record screens while minimizing network usage and storage requirements and can capture screen changes, including mouse movements and keystrokes, without disrupting call handlers.

Insight Center is designed to address the replay and incident management of these multi-media Interactions along with Multi-Channel mixing capabilities to allow effective Incident Reconstruction in the emergence of NG9-1-1 Technology, including replay capabilities for: Audio, Video, PC Screen Capture, Still Photos and Text messaging.



Santa Rosa Police Department L2 Core and 10 Positions MCC 7500 Dispatch Console



1.6.3 Verint Logging Recorder Solution Diagram

EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

QT Y	NOMENCLATURE	DESCRIPTION	UNIT LIST	EXT LIST	EXT HGAC
_					
		L2 CORE			
1	SQM01SUM0274	SINGLE ZONE TRUNKED L CORE	\$0	\$0	\$0
1	CA02882AB	ADD: L2 REDUNDANT SW	\$231,000	\$231,000	\$196,350
1	CA03112AA	ADD: L2 REDUNDANT HW	\$103,575	\$103,575	\$88,039
1	CA01663AB	ADD: RACK	\$495	\$495	\$495
1	CA01750AA	ADD: TERMINAL SERVER	\$6,500	\$6,500	\$5,525
2	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)	\$5,000	\$10,000	\$8,150
13	CA02193AA	ADD: ANTI-MALWARE DEF UPDATE LIC	\$165	\$2,145	\$1,748
1	UA00150AA	ADD: DYNAMIC REPORTS	\$8,000	\$8,000	\$6,520
1	UA00151AA	ADD: AFFLIATION USER RPTS	\$7,000	\$7,000	\$5,705
1	UA00147AA	ADD: PROVISIONING MANAGER	\$5,000	\$5,000	\$4,075
1	UA00146AA	ADD: UNIFIED EVENT MANAGER (UEM)	\$20,000	\$20,000	\$16,300
1	UA00136AA	ADD: UNIFIED NETWORK CONFIGURATOR (UNC)	\$20,000	\$20,000	\$16,300
1	UA00141AA	ADD: ZONEWATCH GRID & CTRL	\$20,000	\$20,000	\$16,300
1	UA00144AA	ADD: ZONE HISTORICAL RPTS	\$5,000	\$5,000	\$4,075
1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT	\$2,790	\$2,790	\$2,511
15	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101- 1188)	\$62	\$930	\$837
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS	\$258	\$516	\$464
1	TRN7343	SEVEN AND A HALF FOOT RACK	\$495	\$495	\$446

L2 Core and 10 Positions MCC 7500 Dispatch Console

1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT	\$140	\$140	\$126
	031101990	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH		\$140	φ120
1	DSTSJADP	SERIES DATA SPDS	\$85	\$85	\$77
		NETWORK MANAGEMENT			
1	T8363	ASTRO 7.17 CLIENT	\$850	\$850	\$693
1	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET	\$2,500	\$2,500	\$2,075
1	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH	\$1,398	\$1,398	\$1,160
		ENCRYPTION KEY LOADER			
1	T7537B	KVL 4000 PDA SNAP-ON	\$1,250	\$1,250	\$1,125
1	U239AD	ADD: ASTRO 25 MODE	\$250	\$250	\$225
1	X795AJ	ADD: ASN MODE	\$600	\$600	\$540
1	CA01598AA	ADD: AC LINE CORD US	\$11	\$11	\$10
1	C793BM	ADD: ADD: DVI-XL ENCRYPTION SOFTWARE	\$750	\$750	\$675
1	CA00182AP	ADD: AES ENCRYPTION SOFTWARE	\$750	\$750	\$675
1	X423AF	ADD: DES/DES-XL/DES-OFB ENCRYPTION	\$1,550	\$1,550	\$1,395
1	C543	ADD: CABLE FOR RNC, DIU, MGEG	\$84	\$84	\$84
1	CA01603AA	ADD: USB COMM/CHARGE CABLE W/ CUP	\$115	\$115	\$104
1	TDN9390	KVL CABLE FOR XTS3000 AND MTS2000	\$100	\$100	\$85
1	TKN8209	CABLE KEYLOAD MX	\$75	\$75	\$68
1	DVN4046B	MASTER SYSTEM KEY STARTER KIT	\$500	\$500	\$400
		CORE SPARES			
1	CLN1858	3800-48 ETHERNET SWITCH	\$9,600	\$9,600	\$8,160
1	T7385	TERMINAL SERVER	\$6,500	\$6,500	\$5,850
1	DLN6867	DAS POWER SUPPLY	\$665	\$665	\$542
1	DLN6822	FRE: DL380p G8 HC 300GB DISK	\$20,000	\$20,000	\$16,300
1	DLN6880	DAS - CHASSIS ONLY	\$2,708	\$2,708	\$2,207
		MCC 7500 CONSOLE, SWITCH, AND GATEWAY			
1	B1905	MCC 7500 ASTRO 25 SOFTWARE	\$250	\$250	\$200

10	B1933	MOTOROLA VOICE PROCESSOR MODULE	\$11,920	\$119,200	\$95,360
10	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	\$12,000	\$120,000	\$96,000
10	CA01644AA	ADD: MCC 7500 /MCC 7100 ADV CONVL OPERATION	\$3,000	\$30,000	\$24,000
10	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$3,250	\$32,500	\$26,000
10	CA00143AC	ADD: DES-OFB ALGORITHM	\$750	\$7,500	\$6,000
10	CA00182AB	ADD: AES ALGORITHM	\$750	\$7,500	\$6,000
10	CA00245AA	ADD: ADP ALGORITHM	\$300	\$3,000	\$2,400
10	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	\$0	\$0	\$0
10	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH	\$1,398	\$13,980	\$11,603
10	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET	\$2,500	\$25,000	\$20,750
10	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	\$50	\$500	\$408
20	B1912	MCC SERIES DESKTOP SPEAKER	\$450	\$9,000	\$7,200
10	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$250	\$2,500	\$2,000
20	B1913	MCC SERIES HEADSET JACK	\$200	\$4,000	\$3,200
10	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	\$290	\$2,900	\$2,407
10	T7885	MCAFEE WINDOWS AV CLIENT	\$165	\$1,650	\$1,370
10	DDN2089	DUAL IRR SW USB HASP WITH LICENSE (V47)	\$2,648	\$26,480	\$22,773
10	DDN2134	SOUND BLASTER AUDIGY FX PCIE SOUND CARD-NOT COMPAT WITH Z2 MINI	\$75	\$750	\$645
10	CDN6673	PC DESKTOP SPEAKERS	\$46	\$460	\$391
		SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6)			
10	DSRMP615A	15A NEMA 5-15 OUTLETS	\$258	\$2,580	\$2,322
2	CLN1868	2930F 24-PORT SWITCH	\$2,500	\$5,000	\$4,500
2	CLN1866	FRU: 1M DAC CABLE	\$200	\$400	\$360
2	SQM01SUM0205	GGM 8000 GATEWAY	\$4,200	\$8,400	\$7,560
2	CA01616AA ADD: AC POWER		\$0	\$0	\$0

		AUX I/O			
1	F4543	SITE MANAGER BASIC	\$1,855	\$1,855	\$1,670
		ADD: AUX I-O SERV FW CURR			
1	VA00874	ASTRO REL	\$175	\$175	\$158
3	V592	AAD TERM BLCK & CONN WI	\$90	\$270	\$243
		ADD: 90VAC TO 260VAC PS TO			
1	V266	SM	\$120	\$120	\$108
		SITE CONTROLLER FOR CONVENTIONAL CHANNELS			
1	T7038	GCP 8000 SITE CONTROLLER	\$3,000	\$3,000	\$2,460
		ADD: QTY (1) SITE			. ,
1	CA00303AA	CONTROLLER	\$2,500	\$2,500	\$2,050
1	X153AW	ADD: RACK MOUNT HARDWARE	\$50	\$50	\$41
		MCC 7500 CONVEN SITE	T	· · · ·	Ť
1	CA01136AA	OPER	\$6,500	\$6,500	\$5,103
1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17	\$0	\$0	\$0
		AUDIO BRIDGES FOR CHANNEL CUTOVER			* -
2	DS40200A208	BRIDGE SHELF WIRED FOR UP TO EIGHT 4WAY, 6-WAY, OR 8-WAY BRIDGE MODULE	\$1,465	\$2,930	\$2,432
15	DSX41685	4-WAY/4-WIRE ACTIVE BRIDGE	\$420	\$6,300	\$5,229
		CHANNEL RESOURCE GATEWAYS	• •		÷•,==•
2	SQM01SUM0205	GGM 8000 GATEWAY	\$4,200	\$8,400	\$7,560
2	CA01616AA	ADD: AC POWER	\$0	\$0	\$0
2	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY	\$6,000	\$12,000	\$10,800
		CONSOLE SPARES	+ -)	+ ,	+ -,
1	B1912	MCC SERIES DESKTOP SPEAKER	\$450	\$450	\$360
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$250	\$250	\$200
1			ψ200	ψ200	ψ200
1	B1913	MCC SERIES HEADSET JACK	\$200	\$200	\$160
1	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET	\$2,500	\$2,500	\$2,075
1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU	\$11,830	\$11,830	\$9,464
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$3,250	\$3,250	\$2,600

L2 Core and 10 Positions MCC 7500 Dispatch Console

1	CA00143AC	ADD: DES-OFB ALGORITHM	\$750	\$750	\$600
1	CA00182AB	ADD: AES ALGORITHM	\$750	\$750	\$600
1	CA00245AA	ADD: ADP ALGORITHM	\$300	\$300	\$240
1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000	\$2,500	\$2,500	\$2,125
1	DLN6781	FRU: POWER SUPPLY	\$2,200	\$2,200	\$1,870
		ARCHIVE INTERFACE SERVER AND VERINT LOGGER			
1	B1905	MCC 7500 ASTRO 25 SOFTWARE	\$250	\$250	\$200
1	B1933	MOTOROLA VOICE PROCESSOR MODULE	\$11,920	\$11,920	\$9,536
1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE	\$15,060	\$15,060	\$12,048
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$3,250	\$3,250	\$2,600
1	CA00143AC	ADD: DES-OFB ALGORITHM	\$750	\$750	\$600
1	CA00182AB	ADD: AES ALGORITHM	\$750	\$750	\$600
1	CA00245AA	ADD: ADP ALGORITHM \$3		\$300	\$240
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	\$0	\$0	\$0
1	T7885	MCAFEE WINDOWS AV CLIENT	\$165	\$165	\$137
1	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET	\$2,500	\$2,500	\$2,075
1	BLN1297	VPM POWER SUPPLY MOUNTING KIT	\$250	\$250	\$200
1	DSF2B56AA	USB EXTERNAL DVD DRIVE	\$172	\$172	\$143
1	DDN9748	19 INCH BLACK SHELF	\$249	\$249	\$214
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS	\$258	\$258	\$232
1	DDN2093	17IN LCD DRAWER WITH KEYBOARD AND MOUSE, KVM 8 PORTS, CABLES	\$6,358	\$6,358	\$5,468
1	DQ0508201710047L W	VERINT RECORDING QUOTE DQ05082017 1004 7LW	\$84,370	\$84,370	\$72,558
1	DDN9748	19 INCH BLACK SHELF	\$249	\$249	\$214
	TOTAL Santa Ro	osa Police Department Equipment		\$1,113,408	\$925,074
				EXT LIST	EXT HGAC

Exhibit C-2

SECTION 7

PRICING SUMMARY

Motorola Solutions is pleased to provide the following equipment and services to Santa Rosa Police Department:

Equipment and Services	Pricing
Santa Rosa Police Department Equipment	\$1,113,408
Santa Rosa Police Department Equipment HGAC Discount	(\$188,334)
Santa Rosa Police Department HGAC Discounted Equipment	\$925,074
Santa Rosa Police Department SI Project Management and Engineering	\$214,118
Santa Rosa Police Department SI System Technologist	\$269,161
Santa Rosa Police Department SI Standard Shop Installation	\$150,852
Santa Rosa Police Department Tax (Equipment Only)	\$78,631
Santa Rosa Police Department Total System	\$1,637,837
Santa Rosa Customer Loyalty Discount	(\$239,124)
Santa Rosa Police Department Grand Total with System Incentive	\$1,398,713

(Not applicable)

SECTION 3

STATEMENT OF WORK

Motorola is proposing to the Santa Rosa Police Department the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment		
	P25 ASTRO L2 Core Master Site		
Santa Daga DD Dianatah Contar	(10) MCC7500 Dispatch Positions		
Santa Rosa PD Dispatch Center	(1) MCC7500 Archiving Interface Server (AIS)		
	(1) Verint IP Logging Recorder		

3.1 OVERVIEW

Motorola Solutions proposes the installation and configuration of the core equipment defined in the System Description and Equipment List. The document delineates the general responsibilities between Motorola Solutions and Santa Rosa Police Department representatives ("Customer") as agreed to by contract.

3.2 MOTOROLA SOLUTIONS RESPONSIBILITIES

Motorola Solutions' general responsibilities include the following:

- Schedule the implementation in agreement with Santa Rosa Police Department officials.
- Conduct project kickoff meeting with the Customer to review project design and finalize requirements.
- Provide the Customer with the appropriate interconnect specifications, if required.
- Define electrical requirements for the new equipment to be installed, if required.
- Define space requirements for the new equipment to be installed, if required.
- Freeze the design for equipment ordering, and process the equipment order.
- Stage equipment at Motorola Solutions' facility and ship staged equipment to designated customer location.
- Schedule the implementation in agreement with the Customer.
- Verify all equipment is operating properly and all electrical and signal levels are set accurately.
- Perform Acceptance Test on the new core equipment.
 - Document all issues that arise during the acceptance tests.
 - For any test failures, repeat that particular test after Motorola Solutions determines that corrective action has been taken.
 - Document the results of the acceptance tests and present to customer for review.
- Resolve any punch list items before Final System Acceptance.
- Submit and receive Final Acceptance.

3.3 SANTA ROSA PD'S RESPONSIBILITIES

Santa Rosa Police Department staff will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola Solutions. Santa Rosa Police Department's general responsibilities include the following:

- Provide a single point of contact for the project.
- Provide site power for new equipment
- Provide site space for the additional site equipment
- Provide appropriate site backup power for new equipment
- Provide required site connectivity
- Provide any necessary control stations
- Obtain all licensing, site access, or permitting required for project implementation.
- Witness the Acceptance Testing.
- Sign System Acceptance upon completion of the Acceptance Test.
- Sign Final Acceptance upon completion of any punchlist items and delivery of documentation.

3.4 **ASSUMPTIONS**

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. Motorola Solutions will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions. Alternate solutions required may impact the work effort and/or schedule constituting a change order.

- Appropriate IP networking connections between sites will be provided by Santa Rosa Police Department.
- MR will be responsible for installing and validating connections between the new Motorola Solutions core equipment and Santa Rosa Police Department's existing RF and other equipment.
- All existing sites or equipment locations will have sufficient space available for the equipment described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power and UPS capacity in the proper phase and voltage and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the Santa Rosa Police Department.
- Any required system interconnections not specifically outlined here will be provided by the Santa Rosa Police Department. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No training is required.
- No performance bond is required.
- No Subscriber Programming and Subscriber Templates are included in this proposal.
- Work is performed on non-holidays during normal business hours, Monday Friday, 8am 5pm.

SECTION 4

ACCEPTANCE TEST PLAN

4.1 RADIO TO RADIO FEATURES

4.1.1 Conventional Radio Resource Call - Clear Mode

1. DESCRIPTION

Subscribers can communicate to each other through a repeater that is selected via the channel selector on the individual radio.

The signals that are received from the subscriber radio are repeated so that other radios on that channel will be able to hear and participate in the conversation.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1 RADIO-1 - CONVSITE 1 RADIO-2 - CONVENTIONAL CHANNEL 1 RADIO-2 - CONVSITE 1

VERSION #1.050

2. TEST

- Step 1. Initiate a CONVENTIONAL CHANNEL 1 call on RADIO-1.
- Step 2. Verify RADIO-2 can monitor and respond to the call on CONVENTIONAL CHANNEL 1.
- Step 3. Initiate a CONVENTIONAL CHANNEL 1 call on RADIO-2.
- Step 4. Verify RADIO-1 can monitor and respond to the call on CONVENTIONAL CHANNEL 1.
- Step 5. Repeat above tests for each repeater channel.

Pass____ Fail____

4.2 MCC 7500 CONVENTIONAL RESOURCES

4.2.1 Frequency Selectable Resource - Secure Mode

1. DESCRIPTION

A Resource is selected on the console by placing the cursor over the Resource, choosing an area and selecting. The Resource choice area is the region where the name of the Resource is located (Top alphanumeric line of the Resource). When selected, the background of the Radio Resource will turn white and the border will turn green. Choosing the Instant Transmit button will send keying commands to the station.

The Frequency Select option provides the capability to choose up to 14 separate frequencies.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1 (Secure TX mode) CONSOLE-1 - CONVENTIONAL CHANNEL 1 (Secure TX mode)

VERSION #1.030

2. TEST

- Step 1. Using CONSOLE-1, select the first frequency in the list for the resource.
- Step 2. Select the corresponding frequency on RADIO-1 and verify that it is in secure mode.
- Step 3. Verify communications between CONSOLE-1 and RADIO-1.
- Step 4. Using CONSOLE-1, select another frequency in the list for the resource.
- Step 5. Select the corresponding frequency on RADIO-1.
- Step 6. Verify communications between CONSOLE-1 and RADIO-1.

MCC 7500 Conventional Resources

4.2.2 Frequency Selectable Conventional Resource

1. DESCRIPTION

A Resource is selected on the console by placing the cursor over the Resource, choosing an area and selecting. The Resource choice area is the region where the name of the Resource is located (Top alphanumeric line of the Resource). When selected, the background of the Radio Resource will turn white and the border will turn green. Choosing the Instant Transmit button will send keying commands to the station.

The Frequency Select option provides the capability to choose up to 14 separate frequencies.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1 CONSOLE-1 - CONVENTIONAL CHANNEL 1

VERSION #1.070

2. TEST

- Step 1. Using CONSOLE-1, select the first frequency in the list for the resource.
- Step 2. Select the corresponding frequency on RADIO-1.
- Step 3. Verify communications between CONSOLE-1 and RADIO-1.
- Step 4. Using CONSOLE-1, select another frequency in the list for the resource.
- Step 5. Select the corresponding frequency on RADIO-1.
- Step 6. Verify communications between CONSOLE-1 and RADIO-1.

4.3 MCC 7500 CONSOLE FEATURES

4.3.1 Instant Transmit

1. DESCRIPTION

The instant transmit switch provides immediate operator access to a channel, independent of its select status (selected or unselected). It provides priority over other dispatcher transmit bars or optional footswitches.

SETUP

RADIO-1 - TALKGROUP 1 CONSOLE-1 – TALKGROUP 1 (Selected), TALKGROUP 2 (Unselect mode)

VERSION #1.090

2. TEST

- Step 1. Using CONSOLE-1, press the Instant Transmit button on TALKGROUP 1.
- Step 2. Verify that the Transmit indicator is lit.
- Step 3. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 1.
- Step 4. On RADIO-1 change to TALKGROUP 2.
- Step 5. Using CONSOLE-1, press the Instant Transmit button on the TALKGROUP 2 radio resource.
- Step 6. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 2.

4.3.2 Patch Operation -Conventional

1. DESCRIPTION

The Patch feature allows more than one Radio Resource to be grouped simultaneously. This can be used for temporarily merging two or more channels/frequencies together to act as one larger group. Telephones and radio resources can be patched together. In a patch group, the members can receive messages from the console and they can transmit to all other members of the patch group.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1 RADIO-2 - CONVENTIONAL CHANNEL 2 CONSOLE-1 - CONVENTIONAL CHANNEL 1 and CONVENTIONAL CHANNEL 2

VERSION #1.040

2. TEST

- Step 1. Select the tab for patch 1, 2 or 3. Verify that the patch edit button and patch transmit button appear.
- Step 2. Select the "Patch Edit" icon. The selected patch will turn blue.
- Step 3. Select the CONVENTIONAL CHANNEL 1 and CONVENTIONAL CHANNEL 2 Radio Resource by moving the cursor over the Radio Resources' names and selecting them.
- Step 4. Verify that the selected Radio Resources display a "Patch Edit" icon.
- Step 5. Press and hold the "Patch Transmit" icon to initiate the patch transmission.
- Step 6. Verify that the RADIO-1 and RADIO-2 monitor the console outbound audio.
- Step 7. Verify that RADIO-1 can communicate with RADIO-2 even though they are on separate channels.
- Step 8. To knock down the patch, select the Radio Resources by moving the mouse cursor over the resource window and clicking over the patch icon. Repeat this process until all the resources have been removed from the Patch window.
- Step 9. Select the Patch Edit icon and idle the current patch.
- Step 10. Repeat steps 1-9 for a sample of the remaining OPs.

4.3.3 Multi-Select Operation

1. DESCRIPTION

Multi-Select (Msel) allows the console operator to group a number of channels/talkgroups together such that when the general transmit bar is depressed, all of the multi-selected channels/talkgroups will transmit at the same time with the same information. Multi-Select is one way communication call. If a radio user responds to a Multi-Select call the talkgroup the user is affiliated to will be the only one to hear the call. There is no super-group formed, so radio communication is still at the single talkgroup level. Multi-Select is utilized to send an APB to several channels/talkgroups. A Multi-Select has a limit of twenty (20) trunking/conventional resources

SETUP

RADIO-1 - TALKGROUP 1 RADIO-2 - TALKGROUP 2 CONSOLE-1 - TALKGROUP 1, TALKGROUP 2

VERSION #1.070

2. TEST

- Step 1. From CONSOLE-1, create an Msel group with TALKGROUP 1 and TALKGROUP 2.
- Step 2. Transmit on the Msel using the Msel instant transmit button.
- Step 3. Verify that RADIO-1 and RADIO-2 hear the call.
- Step 4. Initiate a call with RADIO-1.
- Step 5. Verify the call is heard on CONSOLE-1 but not on RADIO-2.
- Step 6. Initiate a call with RADIO-2.
- Step 7. Verify the call is heard on CONSOLE-1 but not on RADIO-1.
- Step 8. On CONSOLE-1 dissolve the Msel.

4.3.4 Console Volume

1. DESCRIPTION

In the MCC 7500 console, the volume on the Resources window is divided in 7 level (0-min,7max). When there is a Resource window selected, the volume will automatically adjust to maximum level. When the resource is de-selected, the volume will resume its original level.

SETUP

RADIO-1 - TALKGROUP 1 CONSOLE-1 TALKGROUP 1

VERSION #1.110

2. TEST

- Step 1. Select the TALKGROUP 1 Resource window on CONSOLE-1.
- Step 2. Initiate a TALKGROUP 1 call using RADIO-1.
- Step 3. Observe that RADIO-1's audio comes out from the SELECT speaker of CONSOLE-1 in full volume.
- Step 4. Adjust TALKGROUP 1's volume to a minimum level by means of the mouse.
- Step 5. Note that the audio is reduced from the select speaker.

Pass____ Fail____

4.3.5 Acoustic Crossmute

1. DESCRIPTION

Acoustic crossmuting means that selected operator positions will not hear outbound transmissions from operator positions with which they are cross-muted. This feature is used when operator positions are located in the same dispatch site.

SETUP

RADIO-1 - TALKGROUP 1 CONSOLE-1 - TALKGROUP 1 CONSOLE-2 - TALKGROUP 1 CONSOLE-3 - TALKGROUP 1 CONSOLE-4 - TALKGROUP 1

VERSION #1.120

2. TEST

- Step 1. Verify Acoustic Crossmute is not configured for CONSOLE-1 and CONSOLE-2.
- Step 2. Select TALKGROUP 1 resource on CONSOLE-1 and CONSOLE-2
- Step 3. Without Acoustic Crossmute configured, with the select speakers of CONSOLE-1 and CONSOLE-2 turned to maximum volume, initiate a call on TALKGROUP 1 using CONSOLE-1.
- Step 4. Confirm feedback is heard on the operator positions and RADIO-1 hears feedback on TALKGROUP 1.
- Step 5. Turn the volume to minimum on CONSOLE-1 and CONSOLE-2.
- Step 6. Verify Acoustic Crossmute is configured for CONSOLE-3 and CONSOLE-4.
- Step 7. Select TALKGROUP 1 resource on CONSOLE-3 and CONSOLE-4.
- Step 8. With Acoustic Crossmute configured, with the select speakers of CONSOLE-3 and CONSOLE-4 turned to maximum volume, initiate a call on TALKGROUP 1 using CONSOLE-3.
- Step 9. Verify no feedback is heard at CONSOLE-3 and CONSOLE-4 and that RADIO-1 doesn't hear any feedback on TALKGROUP 1.

Pass____ Fail____

4.3.6 Conventional Radio Resource

1. DESCRIPTION

A Radio Resource is selected on the MCC 7500 Dispatch consoles by placing the cursor over the Radio Resource (Channel Control Window) area and selecting. The Radio Resource area is the region where the name of the Radio Resource is located (Top alphanumeric line of the Radio Resource). When selected, the back-ground of the Radio Resource will turn white with a green border. The border of this line will also be green when the channel is involved in a multi-select operation. Choosing the PTT button will send keying commands to the station.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1 CONSOLE-1 - CONVENTIONAL CHANNEL 1

VERSION #1.110

2. TEST

- Step 1. Select a conventional Radio Resource by moving the cursor over the Radio Resource's name and selecting.
- Step 2. Using CONSOLE-1, initiate a call using the PTT Button on the newly selected Radio Resource, in clear mode.
- Step 3. Verify that console's outbound audio can be monitored by RADIO-1.
- Step 4. Respond to the console outbound transmission from RADIO-1. Verify that RADIO-1's audio can be monitored at the console Select speaker.
- Step 5. Depress any of the other available Radio Resources to "deselect" the present Radio Resource.
- Step 6. Respond to the console outbound transmission from RADIO-1. Verify that RADIO-1's audio can be monitored at the unselect speaker.
- Step 7. Repeat steps 1-6 for a sample of the remaining conventional resources.
- Step 8. Repeat steps 1-7 for a sample of the remaining OPs.

Pass____ Fail____

4.3.7 Frequency Selectable Conventional Resource

1. DESCRIPTION

A Resource is selected on the console by placing the cursor over the Resource, choosing an area and selecting. The Resource choice area is the region where the name of the Resource is located (Top alphanumeric line of the Resource). When selected, the background of the Radio Resource will turn white and the border will turn green. Choosing the Instant Transmit button will send keying commands to the station.

The Frequency Select option provides the capability to choose up to 14 separate frequencies.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1 CONSOLE-1 - CONVENTIONAL CHANNEL 1

VERSION #1.070

2. TEST

- Step 1. Using CONSOLE-1, select the first frequency in the list for the resource.
- Step 2. Select the corresponding frequency on RADIO-1.
- Step 3. Verify communications between CONSOLE-1 and RADIO-1.
- Step 4. Using CONSOLE-1, select another frequency in the list for the resource.
- Step 5. Select the corresponding frequency on RADIO-1.
- Step 6. Verify communications between CONSOLE-1 and RADIO-1.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

4.3.8 All Mute Operation

1. DESCRIPTION

The All Mute icon allows the dispatcher to mute all audio routed to the UNSELECT speaker, so as not to interfere with the audio from the SELECT speaker.

SETUP

RADIO-1 - TALKGROUP 1 RADIO-2 - TALKGROUP 2 CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2

VERSION #1.070

2. TEST

- Step 1. Select the TALKGROUP 1 Resource Window at CONSOLE-1.
- Step 2. Initiate a call with RADIO-1 on TALKGROUP 1. Keep this call in progress until the completion of the test.
- Step 3. Initiate a call with RADIO-2 on TALKGROUP 2. Keep this call in progress until the completion of the test.
- Step 4. Verify that RADIO-1's audio can be heard at the SELECT speaker and that RADIO-2 audio can be heard at the UNSELECT speaker.
- Step 5. Press the "ALL MUTE" icon, and verify that RADIO-2's audio cannot be heard from the UNSELECT speaker.
- Step 6. Verify that RADIO-1's audio can still be heard out of the SELECT speaker.
- Step 7. Press the "ALL MUTE" button again to unmute the UNSELECT speaker.
- Step 8. Verify the audio from RADIO-1 at the SELECT speaker and RADIO-2 at the UNSELECT speaker. Press the "ALL MUTE" icon, and verify that RADIO-2's audio cannot be heard from the UNSELECT speaker.
- Step 9. Verify that the all mute feature times out (goes inactive) after 30 seconds and the UNSELECT audio from RADIO-2 can be heard. (Note the timer is programmable and is defaulted to 30 seconds.)
- Step 10. End the RADIO-1 and RADIO-2 calls.

4.3.9 Operator Position Enable / Disable

1. DESCRIPTION

In an MCC 7500 Operator configuration, the Supervisory console position may disable the nonsupervisory positions. This will disable all transmit capability from the disabled console.

SETUP

RADIO-1 - TALKGROUP 1 RADIO-1 - SITE - SITE 1 CONSOLE-1 must be set up as Supervisor CONSOLE-2 - TALKGROUP 1

VERSION #1.090

2. TEST

- Step 1. Verify that CONSOLE-1 is set up as a Supervisor.
- Step 2. Initiate a call on TALKGROUP 1 from CONSOLE-2 (non-supervisory) and verify communication with RADIO-1.
- Step 3. Select the "Enable/Disable Op Position" button from the tool bar on CONSOLE-1, the Supervisory console.
- Step 4. Disable Console-2.
- Step 5. Verify that CONSOLE-2, the nonsupervisory position is completely disabled from making a call.
- Step 6. Select the "Enable/Disable Op Position" button from the tool bar on CONSOLE-1.
- Step 7. Enable CONSOLE-2.
- Step 8. Verify that Console-2 is completely enabled.
- Step 9. Initiate a call on TALKGROUP 1 from CONSOLE-2 (non-supervisory) and verify communication with RADIO-1.

4.3.10 Alarm Input / Outputs (16 Aux I/O)

1. DESCRIPTION

The alarm inputs of the 16 Aux I/O can be connected to almost any device that requires or can detect a relay closure. These signals can be simulated and monitored with simple test equipment such as a multimeter.

SETUP

CONSOLE_1 - configured aux I/O buttons for at least one momentary input and one momentary output.

Aux I/O pinout:

Aux I/O 1 - pins 26,1 Aux I/O 2 - pins 27,2 Aux I/O 3 - pins 28,3 Aux I/O 4 - pins 29,4

VERSION #1.100

2. TEST

- Step 1. Using a shorting wire, simulate a relay closure on an input via the punch block for the I/O to be tested.
- Step 2. Verify that CONSOLE-1 momentary input displays the icon designated for an ON_STATE.
- Step 3. Remove the shorting wire and verify that the Operator position displays the icon designated for an OFF_STATE.
- Step 4. Connect the Multimeter to the pins to monitor a relay output.
- Step 5. Verify that the meter reads an open circuit.
- Step 6. Depress the momentary input button on the console to initiate a relay closure.
- Step 7. Verify that the multimeter displays a closed circuit.
- Step 8. Repeat Steps 1-7 as needed for a sample of the remaining OPs and/or I/Os.

4.3.11 Radio Check - Conventional

1. DESCRIPTION

Radio Check allows the console operator to determine if a subscriber is operational or within range. The subscriber sends the acknowledgment that it has received the Radio Check.

NOTE: The status/message line must be added to the Channel Control Window (CCW) of the resource in order for the "ACKNOWLEDGED" indication to be visible.

This test can be run using Digital Conventional or MDC1200 Channels.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1

VERSION #1.060

2. TEST

- Step 1. Using CONSOLE-1 select the CONVENTIONAL CHANNEL 1 Radio Resource.
- Step 2. From the active Radio Resource select the Radio Check button. Enter the ID or alias of RADIO-1 in the Radio Check window.
- Step 3. Click the "Send" button from the Radio Check window to initiate the Radio Check.
- Step 4. Verify that "ACKNOWLEDGED" is shown on CONVENTIONAL CHANNEL 1's Channel Control Window.
- Step 5. Turn off RADIO-1.
- Step 6. Click the "Send" button from the Radio Check window to initiate the Radio Check on RADIO-1.
- Step 7. Verify that an error message is logged: "Send Radio Check failed: Target not found."

Pass____ Fail____

4.4 SIGNOFF CERTIFICATE

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

	Signatures	
WITNESS:		_Date:
Please Print Name:		
Please Print Title:		Initials:
WITNESS:		_Date:
Please Print Name:		
Please Print Title:		Initials:
WITNESS:		_Date:
Please Print Name:		
Please Print Title:		Initials:

Signatures

SECTION 5

WARRANTY AND MAINTENANCE PLAN

Motorola Solutions has over 85 years of experience supporting mission critical communications for public safety and public service agencies. Motorola Solutions' technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

5.1 THE MOTOROLA SOLUTIONS SERVICE DELIVERY TEAM

5.1.1 Customer Support Manager

Your Motorola Solutions Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola Solutions meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Solutions Authorized Servicer's functions.

5.1.2 Motorola Solutions System Technologists

The Motorola Solutions System Technologists (ST) are available to assist Motorola Solutions' Authorized Servicers when needed.

5.1.3 Motorola Solutions System Support Center

Located in Schaumburg, Illinois, the System Support Center (SSC) is a key component to the overall management and system maintenance. As detailed in this Customer Support Plan, the following services are available from the System Support Center:

- Network Event Monitoring
- Service Desk
- Network Hardware Repair with Advanced Replacement
- Technical Support

5.1.4 Motorola Solutions Local Service Provider

Motorola Solutions' authorized service centers are staffed with trained and qualified technicians. They provide rapid response, repair, restoration, installations, removals, programming, and scheduled preventive maintenance tasks for site standards compliance and RF operability. Motorola Solutions' authorized service centers are assessed annually for technical and administrative competency.

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Motorola Solutions places great emphasis on ensuring that communications systems, such as the one proposed for Santa Rosa Police Department, meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola Solutions offers customized warranty and post-warranty services as outlined in this section.

5.2 WARRANTY SERVICES

Motorola Solutions will provide warranty services per our standard warranty terms and conditions as outlined within the <u>Communication Systems Agreement OR Contract Reference</u> within this proposal. In addition to the Standard Commercial Warranty, the service products that comprise the Custom Warranty package included in this proposal to Santa Rosa Police Department and are listed below along with a brief description.

ESSENTIAL PLUS SERVICES

5.3 ESSENTIAL PLUS SERVICES OVERVIEW

In order to ensure that the Santa Rosa PD has immediate access to Motorola Solutions' onsite and technical support teams for both unforeseen issues and ongoing maintenance, Motorola Solutions proposes our Essential Plus Services offering to the Santa Rosa PD. Appropriate for customers who want to minimize their system's downtime, Essential Plus Services provide a reliable service response and restoral process remote assistance to address unforeseen network events, effect onsite repairs to network components, and deliver patches to keep Santa Rosa PD's system secure. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Onsite Support.
- Annual Preventative Maintenance.
- Network Hardware Repair.
- Network Hardware Repair with Advanced Replacement.
- Self-Installed Security Patches.

These services will be delivered to Santa Rosa PD through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within Motorola Solutions' Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

5.4 ESSENTIAL PLUS SERVICES DESCRIPTION

5.4.1 Centralized Service Delivery

Centralized support will be provided by Motorola Solutions' support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical

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consultation and troubleshooting through the SSC, and ongoing network monitoring of Santa Rosa PD's system.

Motorola Solutions will provide **Service Desk** response as a single point of contact for all support issues, including communications between Santa Rosa PD, third-party subcontractors and manufacturers, and Motorola Solutions. When Santa Rosa PD's personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using Motorola Solutions' Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting Santa Rosa PD's inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola Solutions' recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

5.4.2 Field Service Delivery

Onsite repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

OnSite Support provides local, trained and qualified technicians who will arrive at Santa Rosa PD's location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the Santa Rosa PD's location in order to remedy equipment issues based on the impact of the issue to overall system function.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

5.4.3 Network Hardware Repair

Network Hardware Repair – Motorola Solutions' authorized Repair Depot will repair the equipment provided by Motorola Solutions, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola Solutions equipment, and coordinate the repair of third-party solution components.

Motorola Solutions also proposes **Network Hardware Repair with Advanced Replacement** to the Santa Rosa PD. With this additional service, Motorola Solutions will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair Depot's inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot's FRU inventory upon repair completion. If Santa Rosa PD prefers to maintain their existing FRU inventory, Santa Rosa PD will be able to request a "loaner" FRU while their unit is being repaired.

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5.4.4 Security Management Operations

The proposed **Self-Installed Security Patches Service** will provide Santa Rosa PD with security updates that are pre-tested by Motorola Solutions and installed by Santa Rosa PD's personnel. Motorola Solutions' dedicated vetting lab will pre-test security updates for the proposed ASTRO 25 system release. When appropriate, Motorola Solutions will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates provided to Santa Rosa PD. Once an update is fully tested and ready for deployment in Santa Rosa PD's system, Motorola Solutions will post it to a secured extranet website and send an email notification to Santa Rosa PD. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation for Santa Rosa PD along with the updates on the website.

5.5 MOTOROLA SOLUTIONS' SERVICE CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola Solutions' team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

5.5.1 On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, Motorola Solutions' Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola Solutions customers per month, the SSC provides our customers with a centralized contact point for service requests.

5.5.2 Onsite Service through a Field Service Team

Onsite maintenance and repair of Santa Rosa PD's system will be provided by Motorola Solutions' local team of service personnel. Motorola Solutions will provide Santa Rosa PD with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to Santa Rosa PD's service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for onsite service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or field replacement unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify Santa Rosa PD that the system is restored to normal operation and request approval to close the case.

5.5.3 Centralized Repair Management through Motorola Solutions' Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate Santa Rosa PD's network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in Santa Rosa PD's system. All components being repaired are tracked throughout the process, from shipment by Santa Rosa PD to return through a case management system where users can view the repair status of the radio via a web portal.

5.5.4 Direct Access to System Information through MyView Portal

Supplementing Motorola Solutions' proposed services plan for Santa Rosa PD is access to Motorola Solutions' online system information tool, MyView Portal. MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, Santa Rosa PD's administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.



Figure 5-1: MyView Portal offers real-time, role-based access to critical system and services information.

Santa Rosa Police Department L2 Core and 10 Positions MCC 7500 Dispatch Console

5.6 POST WARRANTY SERVICES

As Motorola Solutions' continuing commitment to supporting your system, warranty services can be extended after the first year to provide maintenance and service support in future years. Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings. These system support services significantly benefit Santa Rosa PD because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.

Post-warranty support has not been included with this offering but can be provided upon request.

5.7 SUMMARY

Whether it is a routine service call, or a disaster situation, Motorola Solutions understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola Solutions has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network. Motorola Solutions' goal is to provide Santa Rosa PD with the services and qualified resources, to maintain and improve system operation and availability, and to deliver world-class service support.

Warranty and Post Warranty Service support services to be delivered are outlined in Table 4-1.

Warranty and Post Warranty Service Overview	Warranty Year	Post Warranty Year
Service Desk	Included	Optional
Technical Support	Included	Optional
Onsite Support	Included	Optional
Annual Preventative Maintenance	Included	Optional
Network Hardware Repair	Included	Optional
Network Hardware Repair with Advanced Replacement	Included	Optional
Self-Installed Security Patches	Included	Optional

Table 4-1: Warranty and Post Warranty Service Overview

TRAINING

6.1 OVERVIEW

Motorola Solutions understands that successful implementation and use of your communications system depends on effective training. We have developed a training proposal for the Santa Rosa PD to ensure a comprehensive understanding of your proposed system and all user equipment. We are leveraging over 85 years of training experience working with customers just like you to provide recommendations for your consideration. The training proposal detailed in the following pages incorporates customer feedback coupled with a best practices systematic approach to produce effective course delivery and content.

Our commitment to the Santa Rosa PD is to provide unsurpassed services that ensure the equipment operates efficiently for the life of the system. To do so, we directly train your personnel to utilize the system to its maximum potential.

The Santa Rosa PD personnel will gain in-depth understanding of the power of your new system through education and proficient daily use. Our high-quality training focuses on student needs. The training is complemented by detailed documentation and available continuing education programs.

We will collaborate with the Santa Rosa PD to develop a final customized training plan that fits your needs. Our goal is to insure system administrators, technicians and end users are skilled in using your new system.



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TRAINING APPROACH

Our training solutions deliver a combination of online training and field based instructor-led training in classrooms at the Santa Rosa PD locations using operational equipment. Motorola Solutions will employ knowledgeable and experienced instructors to deliver well-designed courseware and integrated lab activities.

Training is based upon several key criteria:

- Course design is driven by an analysis of student needs. It focuses on specific application rather than theory.
- Learning objectives are based upon what students need to accomplish on the job.
- Hands-on lab opportunities using the Santa Rosa PD specific job aids are incorporated to maximize learning and retention.

Our instructors bring invaluable experience and knowledge of customer communication solutions into their training approach. This gives them better insight and understanding into the practical aspects of the Santa Rosa PD manager, technician and end user job functions. Each instructor has the proven ability to communicate with a novice as well as expert personnel.



6.2 PROPOSED COURSES

Motorola Solutions has identified the following course(s) that are necessary to achieve the training goals for the Santa Rosa PD. Course description files for the recommended courses are provided in the matrix below. Class delivery for instructor-led courses in the field will be tailored for your system and features.

Specifically, our proposed training plan addresses the following categories as identified in your request for proposal:

- System Administrators
- Console Operators and Supervisors

It is recommended that participants bring their laptop computers for all system administrator and technician classes.

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants	
ASTRO 25 IV&D System Overview Course #: AST1038 (Self-paced; On-line) Prerequisite	System Administrators	1	2.5 hours	Self-paced; on-line	Prior to Radio Administrator Workshop	3	
Course Synopsis: The ASTRO [®] 25 IV&D System Overview course will provide participants with knowledge and understanding of the ASTRO [®] 25 IV&D system. This course will address M, L and K Core systems. System architecture, components and features will be explained. In addition, RF and console sites and their architecture, features and components will be discussed. Finally, call processing for voice and mobile data applications will be covered, and an introduction to applications available in the ASTRO [®] 25 system will be provided.							
ASTRO 25 IV&D Radio System Administrator Workshop	System Administrators	1	4.5 days	Santa Rosa, CA	Prior to managing the system	3	
Course #: ACS717102 (Instructor-led)							
(Instructor-led) Course Synopsis: This workshop covers administrator functions for an ASTRO 25 Integrated Voice and Data (IV&D) System. Learning activities in this course focus on how to use the different ASTRO 25 IV&D System Management applications. Participants will be provided with an opportunity to discuss how to structure their organization and personnel for optimal ASTRO 25 IV&D system use.							

Detailed course descriptions are available upon request.

6.2.2 Console Dispatch Training Plan

Course Title	Target	Sessions	Duration	Location	Date	Participants	
	Audience		(Days)				
MCC7500 Console Operator and Admin Utilizing the Interactive End User Tool Kit Course #:AST1054 3 training consoles required Ratio: 2 per training console	Console Supervisors	1 (8 hour) session	1 day	Santa Rosa, CA	Prior to cutover	2	
(Instructor-led)							
operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation. Admin Course Synopsis: This course provides participants with the knowledge and skills to manage and utilize the MCC7000 series console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens. NOTE: The first half of the class is the operator portion of training. The second half							
covers Admin training MCC7500 Console Operator Course #:AST1053 3 training consoles required Ratio: 2 per training console (Instructor-led)	Console Dispatchers	4 (4 hour) sessions	2 days	Santa Rosa, CA	Prior to cutover	21 (up to 6 per session)	
Operator Course Sync This course provides pa operation and tailored jo facilitation and hands-or	(Instructor-led) Operator Course Synopsis: This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.						

Detailed course descriptions are available upon request.

EXHIBIT D

System Acceptance Certificate

Customer Name:			
Project Name:			
This System Acceptance Certificate memorializes the or acknowledge that:	ccurrence of System Acceptance. Motorola and Customer		
1. The Acceptance Tests set forth in the Acceptance Te	est Plan have been successfully completed.		
2. The System is accepted.			
Customer Representative:	Motorola Representative:		
Signature:	Signature:		
Print Name:	Print Name:		
Title:	Title:		
Date:	Date:		
FINAL PROJECT ACCEPTANCE:			
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.			
Customer Representative:	Motorola Representative:		
Signature:	Signature:		
Print Name:	Print Name:		
Title:	Title:		
Date:	Date:		

EXHIBIT E INSURANCE REQUIREMENTS FOR TECHNOLOGY AGREEMENTS

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

	Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1.	Commercial general liability	Coverage Limits \$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage.
2.	Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3.	Professional liability (E&O), including Cyber Liability coverage	\$ 2 million per claim \$ 2 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for five (5) years after completion of work.
4.	Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.
5.	Cyber Liability		Covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion

and network security. Such coverage is required if any products and/or services related to information technology (including hardware and/or software) are provided to City and for claims involving any professional services for which Consultant is engaged with City for such length of time as necessary to cover any and all claims.

B. Endorsements:

- 1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.
- 2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's general liability insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

- 1. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
- 2. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.