

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: December 1, 2010

AGENDA ITEM SUMMARY NO. D10-121-2

- AWARDS / PRESENTATIONS / PETITIONS
- CONSENT
- PUBLIC HEARING
 - ORDINANCE ON SECOND READING
 - ORDINANCE ON FIRST HEARING

- REGULAR
- RESOLUTION
- DISCUSSION & DELIBERATION
- BOARD APPOINTMENT
- WORKSHOP

SUBJECT: Maintenance Service Agreement from Motorola, Inc. for the period of October 1, 2010 through September 30, 2011, at a total cost of \$50,862.96. This maintenance contact is for Motorola Radio equipment used by the Police Department Communications Center.

RECOMMENDATION / MOTION: Staff recommends that the City Council approve the service agreement for Radio equipment, total amount of \$50,862.96.

INTER-DEPARTMENTAL REVIEW & DATE

• Assistant City Manager <i>AS</i> 11/22/10	Library
• City Attorney <i>R. J. P. H. R.</i> 11/17/2010	Marina
• City Clerk <i>SA</i>	• Police <i>W. J.</i>
Community Development	Public Works
• Finance <i>SA</i> 11/15/10	Purchasing
Fire	Recreation & Parks
Human Resources	Utilities
Information Systems	Other

APPROVED BY CITY MANAGER: *[Signature]* **DATE:** 11-22-10

Originating Dept. <i>[Signature]</i> Police Department User Dept. <i>[Signature]</i> Police Department Advertised: <input type="checkbox"/> Not Required Affected Parties <input checked="" type="checkbox"/> Notified <input type="checkbox"/> Not Required	Costs: <u>\$50,862.96</u> Current FY: _____ Funding Source: <input type="checkbox"/> Capital Improvement <input checked="" type="checkbox"/> Operating <input type="checkbox"/> Other Budget Account Number: 001-0817-521-0-4601	City Council Actions: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied _____ <input type="checkbox"/> Tabled to _____ <input type="checkbox"/> Referred to Staff _____ Attachments: 1. Resolution 2. Two (2) Original Service Agreements 3. Fiscal Impact Analysis
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BACKGROUND / SUMMARY:

Since 1991, the City of Riviera Beach has contracted with Motorola, Inc., to service the Police Department's radio equipment. In November 2004, the City installed new radio console equipment, purchased through the COPS Technology Grant Award. During the first year, the Maintenance Service Agreement was included as part of the initial purchase. The Department also purchased 145 portable radios in the 2004 radio purchase.

The radio console is the one of the most essential pieces of equipment in the Public Safety Communications Center and portable radios are mission critical and are the primary mode of communication for the officers in the field. If a technical issue or system failure presents itself, the Police Department must have a service agreement in place to ensure the timely repair of the console and a process in place to provide continual repair and maintenance of portable radios.

A service agreement will guarantee that qualified personnel are available to service and/or repair the console and portable radios as needed. The service agreement will also provide for, but is not limited to, on-site support, and case management.

Motorola designed and installed the radio console, and provided the portable radios therefore making it proprietary. Staff recommends that Motorola continue to provide services as outlined in the proposed Maintenance Service Agreement. Staff recognizes that Motorola's past service to the City has been prompt, professional, and courteous.

Motorola is servicing Motorola's designed and engineered equipment which was purchased for \$900,000.00 in 2003.

This is one of the most critical functions in the Police Department and service interruptions are unacceptable. Without radio communications, Police Officers would not be able to communicate with each other in the field. Outsourcing this service to another entity other than Motorola is not practical or feasible.

[The remainder of this was intentionally left blank.]

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$50,862.96	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (City)	_____	_____	_____	_____	_____
In-Kind Match (City)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$50,862.96	_____	_____	_____	_____

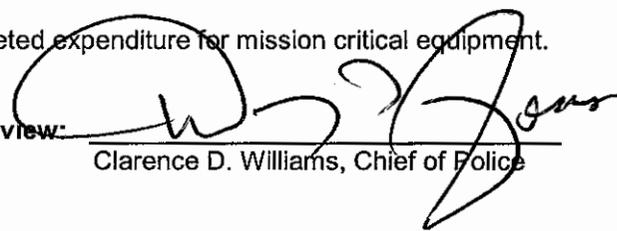
NO. ADDITIONAL FTE POSITIONS (Cumulative) n/a n/a n/a n/a n/a

Is Item Included In Current Budget? Yes X No _____
 Budget Account No.: Fund _____ Dept/Division 0817 Org. _____ Object _____ Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This is an annually budgeted expenditure for mission critical equipment.

C. Departmental Fiscal Review:


 Clarence D. Williams, Chief of Police

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:


 Finance Department

 Purchasing and Grants

B. Other Department Review:

 Department Director

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE MAINTENANCE SERVICE AGREEMENT FOR SERVICE OF EQUIPMENT AND RADIO SERVICE FOR THE FISCAL YEAR 2010/2011, WITH MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC. (MOTOROLA), AT A TOTAL COST OF \$50,862.96, AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN SAID AGREEMENT; AND AUTHORIZING PAYMENT FROM ACCOUNT NUMBER 001-0817-521-0-4601; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has contracted with Motorola to maintain the Radio equipment since 1994.

WHEREAS, the contract is renewed annually.

WHEREAS, Motorola has submitted a contract to continue to service and maintain the City's Radio equipment for the total sum of \$50,862.96.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

SECTION 1. The City Council authorizes the Mayor and City Clerk to sign said agreement on behalf of the City.

SECTION 2. The Finance Director is authorized to make monthly payments in the amount of \$4,238.58 from account number 001-0817-521-0-4601 to Motorola for maintenance of the 800 MHz trucking Radio equipment and portable radios.

SECTION 3. This Resolution shall take effect upon its passage and adoption by City Council.

RESOLUTION NO. _____
PAGE 2

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

D. PARDO _____

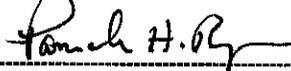
J. DAVIS _____

B. BROOKS _____

C. THOMAS _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/10/10



September 8, 2010

City of Riviera Beach
Attn: Asst. Chief Danny Jones
600 West Blue Heron Blvd.
Riviera Beach, FL 33040

**RE: Extension to Maintenance and Support Agreement: S00001002124
Product: Motorola SmartZone Radio System**

Dear Asst. Chief Danny Jones:

By means of this letter, Motorola, Inc. hereby extends the City of Riviera Beach's maintenance and support agreement as referenced above. Enclosed are two (2) copies of the updated equipment inventory, Statements of Work and Pricing Worksheet for the period **10/01/2010** through **9/30/2011**. All terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and **returning one copy to my attention at Motorola, Inc. 8000 W Sunrise Blvd RCV West 11-14J, Plantation, Florida 33322 or fax it to my attention at 954-723-4791 on or before 10/20/2010**. Failure to return this fully executed letter on or before **10/20/2010** will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementation fee.

If you have any questions or need further clarification, please contact me directly at 954-723-4718 or 954-520-8868. In addition you can also send an email to me at cindee@motorola.com.

Sincerely,

Cindee Markes

Cindee Markes
Customer Support Mgr.
Motorola, Inc.

Accepted by:

MOTOROLA, INC.

Signed by: *Cindee Markes*
Printed Name: Cindee Markes

Title: Customer Support Manager

Date: 9-8-2010

City of Riviera Beach

Signed by: _____

Printed Name: _____

Title: _____

Date: _____

Pricing Worksheet

Effective Date: 10/1/2010

Customer: Riviera Beach, City of

Contract Number: S00001002124

Service Products Provided

Dispatch

OnSite Infrastructure Response

Network Monitoring

Infrastructure Repair with Advanced Replacement

Console Only Software Subscription Agreement

Local Radio Combo Package

Local Response & Repair for FHAS Zetron Equipment

Maintenance Total: \$ 50,862.96

Customer: Riviera Beach, City of

Effective: 10/1/2010

Qty **SmartZone Radio Equipment**

- 4 Gold Elite Consoles
- 1 CEB
- 4 Spectra Consolettes
- 4 MCC3600 Remotes
- 1 Dispatch Center

Qty **Fire House Alerting System**

- 2 Zetron Model 26 (main & backup)
- 5 Zetron Model 6 Units (4 Fire Stations, 1 Dispatch)
- 2 Control Stations

Qty **Subscribers**

- 20 LTS2000
- 125 XTS5000



Statement of Work

On Site Infrastructure Response and Dispatch Service

1.0 Description of Services

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

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

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

2.0 Motorola has the following responsibilities:

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

3.0 Customer has the following responsibilities:

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

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

Severity Definitions Table

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

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

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



Statement of Work

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

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

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

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

2.0 Motorola has the following responsibilities:

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

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



4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:

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

Console Only Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub. Includes Base Interface Module (BIM), Console Operator Interface Module (COIM), Operator Interface Module (OMI).
Central Electronic Shelf (CES)	Included
Computer(s)	Includes computers that directly interface with CEB. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (Centracom Gold Series, Centracom Gold Series Elite, Centracom Gold Elite, CommandSTAR lite, MIP5000, MC1000, MC2000, MC2500, MC3000, MCC5500) Includes headset jacks, dual footswitches, gooseneck microphones and Console Interface Electronics (CIE). Excludes Centracom I.
Console Audio Box (CAB)	Included
Dictaphones, Logging Recorders and Recording Equipment	Excludes all types and models.
Junction Box	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Site Frequency Standard(s)	Includes Netclocks systems Excludes MFS -Rubidium Standard Network Time and Frequency devices
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.

Statement of Work

SP-Local Infrastructure Repair with On Site Response for FHAS

1.0 Description of Services

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

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

2.0 Motorola Servicer has the following responsibilities:

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

3.0 Customer has the following responsibilities:

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

Statement of Work

Software Subscription Console Only

1.0 Description of Service

Motorola will provide to Customer Software Subscription services in accordance with this Statement of Work. Motorola will provide periodic software bulletins to Customer at its address for notice purposes (or at another address that Customer may direct in writing). These software bulletins announce and explain Enhancement Releases and Core Releases for Motorola and Non-Motorola Software that are available to Software Subscription Customers for use with their upgrade-capable Motorola Equipment covered by these services. Motorola will provide applicable Enhancement Releases or Core Releases as ordered by Customer.

Software Subscription includes design services for Enhancement Releases only. Motorola will review System audit data (when this service is performed by Motorola) along with an equipment list to avoid potential Software incompatibilities between equipment that is being upgraded versus equipment which is not being upgraded with the Enhancement Release. Motorola will identify additional equipment and engineering (if applicable) for the System that is required as a result of the upgrade and will recommend a plan for installation of this additional equipment in addition to the core or enhancement release. Implementation of this installation plan is not included with the Software Subscription services.

Additional Provisions for Software Subscription services that begin after December 31, 2004, concerning SmartZone 4.1 and Astro 25 Trunking Systems: Motorola recommends that Customer maintains continuity in receiving Software Subscription services until Customer decides to no longer install additional Enhancement Releases. If, contrary to this recommendation, Customer discontinues Software Subscription services and later decides to reinstitute Software Subscription services, then Motorola will provide those Software Subscription services retroactively to the date such services were discontinued.

Exclusions

The Software Subscription program originated from and was designed to support Motorola's radio systems business. The Software Subscription program does not cover the software, hardware, or services provided by Radio Service Software; ISD; Plant Equipment, Inc. ("Plant") - Motorola's E911 solution subcontractor; or any Motorola business sector other than CGISS. Software not purchased through Motorola is not covered.

Software Subscription services are not intended to, and do not, cover software support for virus attacks, games or other applications that are not part of the System, or misuse of the covered Software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).

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

2.0 Motorola has the following responsibilities:

- 2.1 Provide to Customer the software bulletins announcing Enhancement Releases and Core Releases.
- 2.2 Provide to Customer (in response to a Customer order) those Features included in an Enhancement Release that apply to the Motorola Software in Customer's existing System components.
- 2.3 Perform the following Software upgrade design:
 - 2.3.1 Review Infrastructure System audit data as needed.
 - 2.3.2 Identify additional System equipment needed to implement an Enhancement Release, if applicable.
 - 2.3.3 Complete a proposal defining the Enhancement Release, Equipment requirements, installation plan, and impact to System users that will fulfill the Customer's upgrade requirements.

- 2.3.4 Advise Customer of probable impact to System users during the actual field upgrade implementation.
- 2.4 Provide to Customer (in response to a Customer order) those Standard Features included in a Core Release that apply to the Motorola Software in Customer's existing System components. Optional Features issued with a Core Release are not included under these Software Subscription services but are available to Customer, under a separate agreement at a discount from current list price (20% for voice System Optional Features and 15% for data System Optional Features). Once an Optional Feature is provided to Customer, Enhancement Releases for that Optional Feature are available at no additional charge.
- 3.0 Customer has the following responsibilities:
 - 3.1 Customer must contact its Motorola representative to order an available Enhancement Release or Core Release as directed in the Customer Support Plan.
 - 3.2 Contact Motorola upon receiving a bulletin to engage the appropriate Motorola resources for an Enhancement Release.
 - 3.3 Review Software installation plans and impact to the users with appropriate Customer personnel.
 - 3.4 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services to Customer
- 4.0 Special provisions: the following provisions apply to the Software Subscription services :
 - 4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed Enhancement Release or Core Release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into an Enhancement Release or Core Release and whether additional engineering effort is required.
 - 4.2 Customer is encouraged to install periodically Enhancement Releases because they may include minor performance enhancements and will keep the System current. In addition enhancement releases may contain updated versions of third party software enabling customers to obtain optimal support for these products. Customer is encouraged to migrate the Motorola Software to the most current Core Release because Enhancement Releases are available for a limited time for a given core release as defined by Motorola's life cycle roadmap.. If Customer's System is not maintained to a currently supported Software version, all Core Releases and Enhancement Releases may not be compatible with Customer's existing System.
 - 4.3 Additional hardware, software, or engineering services may be required if Customer desires to upgrade or migrate to a particular Core Release or Enhancement Release. If the size and complexity of Customer's System warrants, Motorola may provide consultation services to determine the technological, operational and financial impact of installing a particular Core Release or Enhancement Release on the System, pursuant to a separate agreement. Customer must pay for such consulting services and for any other engineering services, hardware, and software that are required to upgrade or migrate Customer's System due to each Enhancement Release or Core Release that Customer orders.
 - 4.4 Customer may use the Software (including any Enhancement Releases and Core Releases) only in accordance with the applicable Software License Agreement. Nothing in this Statement of Work or caused by Motorola rendering these Software Subscription services is intended to modify the Software License Agreement or to alter Motorola's intellectual property rights in and to its Software.
 - 4.5 Software Subscription services do not include repair or replacement of hardware or Software caused by defects that are not corrected by the Enhancement Releases and Core Releases, nor does it include repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of Software.
 - 4.6 Customer may terminate Software Subscription services at any time by giving written notice of termination to Motorola. Such termination will be effective at the next annual anniversary date following Motorola's receipt of the notice of termination and may be partial if that is reasonably necessary to accommodate a significant change to Customer's System configuration.
 - 4.7 These Software Subscription services and the parties' duties described in this Statement of Work will automatically terminate if Motorola no longer supports the Software version in Customer's System or discontinues the Software Subscription program; in either case, Motorola will refund to Customer any prepaid fees for Software Subscription services applicable to the terminated period.



4.8 Motorola may suspend or terminate these Software Subscription services, if Customer fails to pay Motorola any fees for Software Subscription services when due, Customer breaches the Software License Agreement or the Agreement, Customer's rights to use the Software under the Software License Agreement expires or is terminated, or Customer replaces its Motorola System with a system from another manufacturer.

Statement of Work

Local Radio Combo Package

1.0 Description

Local Radio Combo Package provides operational check and board level repair services for mobile, portable, two-way and mobile data. An operational check is an analysis of the Equipment to identify external or internal defects. Local Radio Combo Package also includes service on standard palm microphones and single mobile controls heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture. Service is only included on Equipment specifically named in the applicable Agreement to which this Statement of Work is attached.

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

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

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

2.0 Motorola has the following responsibilities:

- 2.1 Service to be performed at the Servicer facility during Standard Business Days.
- 2.2 Perform an operational check on the Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile or data Equipment from/to Customer's vehicle as needed for additional servicing.
- 2.4 Test and Restore the Equipment to Motorola factory specifications.
- 2.5 Remove any dust, and/or foreign substances from the Equipment.
- 2.6 Reprogram Equipment necessary to return Equipment to original operating parameters based on the template in the Equipment, if the template information can be retrieved from the Equipment, or from a backup diskette provided by Customer containing the template information. If the Customer template is not provided or not reasonably usable, a generic template utilizing the latest Radio Service Software (RSS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template.
- 2.7 Notify Customer upon completion of repair for pickup of Equipment.

3.0 Customer has the following Responsibilities:

- 3.1 Deliver and pick up Equipment to/from the Servicer facility.
- 3.2 Inform Servicer of description of problem for Equipment brought in for service.
- 3.3 If the Equipment will not power up, or if desired, supply Servicer with a backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. If applicable, record the current flashcode for each radio.
- 3.4 If Motorola must use a generic template to restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Combo Package service to Customer.

Statement of Work

Local Radio Combo Package OnSite Option – Pick up & Delivery

1.0 Description of Service

Equipment will be picked up from and delivered to the Customer's location, within a designated radius of the Servicer facility. Schedule pickups will be mutually agreed upon and outlined in the Customer Support Plan. This Option covers Equipment that is specifically named in the applicable Agreement to which this Statement of Work is attached.

2.0 Motorola has the following responsibilities:

- 2.1 Use reasonable efforts to pickup and deliver Equipment per the mutually agreed upon Customer location, days of week, and preferred time. If a pick up/delivery cannot occur according to the preferred schedule, Customer will be contacted prior to the scheduled pick up/delivery, to arrange a mutually agreeable alternative date and/or time for pick up/delivery.
- 2.2 Generate service receipt and leave with Customer.

3.0 Customer has the following responsibilities:

- 3.1 Designate mutually agreeable location for service pickup and delivery, days of week, and preferred time.
- 3.2 Provide problem description along with unit.