CITY CLERK
ORIGINAL

C-9170
08/12/2014

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MOTOROLA

THIS LINKING AGREEMENT (this "Agreement") is entered into as of August 12, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and Motorola Solutions, Inc. ("Motorola"), a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. The City of Phoenix on August 11, 2008 entered into Contract Number 124391 (the "Motorola Contract"), a copy of which is incorporated by this reference and attached hereto as Exhibit "A".

B. The City is permitted to purchase the goods and services described in the Motorola Contract without further public bidding, and the Motorola Contract permits its cooperative use by other governmental agencies, including the City.

C. Section 2-149 of the City's Procurement Code permits the Materials Manager to authorize procurement through the use of a contract initiated by another governmental entity when that government entity's procurement actions complied with the intent of the City's purchasing procedures in City Code Sections 2-145 and 2-146 and such purchase is in the best interest of the City. The City believes these conditions are met for purposes of the Motorola Agreement.

D. The City desires to contract with Contractor for supplies, goods or services identical, or nearly identical, to the supplies, goods or services Contractor is providing the City of Phoenix under the Motorola Contract, Contractor consents to the City's utilization of the Motorola Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the goods and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Agreement, the parties agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first set forth above and shall expire on June 30, 2017, or the date the Motorola Contract expires, whichever is earlier.

2. Scope of Work; Terms, Conditions, and Specifications.
   a) Contractor will provide City the identical supplies, goods or services

Contractor provided the City of Phoenix under the Motorola Contract, as requested by the City in the services agreement attached as Exhibit "B."

b) Contractor agrees to comply with all the terms, conditions and specifications of the Motorola Contract for the purposes of this Agreement, the terms, conditions, and specifications incorporated in this Linking Agreement by this reference and any additional supplemental terms, as required by § 3.4 of the Motorola Contract, which are attached hereto as Exhibit "B". The "City of Glendale" shall be substituted for "City of Phoenix" or similar reference to the City of Phoenix throughout the Motorola Contract. To the extent there are any conflicting provisions between the above referenced documents, as it relates to the services provided under the service agreement attached as Exhibit "B", Exhibit "B" shall take precedence.

3. Compensation.

a) The total purchase price for the goods and services authorized in this Agreement is not to exceed Ninety Thousand Dollars ($90,000), which includes the expenditure detail in the services agreement proposal attached as Exhibit "C," plus an allowance for taxes and contingencies.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona municipal corporation

By: _____

ATTEST:

_____
City Clerk

Approved as to form

_____
City Attorney

"Contractor"

Motorola Solutions, Inc., a Delaware corporation

By: _____

Name: John St. Peter

Title: Regional Manager

Exhibit "A"

124391

MASTER COMMUNICATIONS SYSTEM AGREEMENT BETWEEN THE CITY OF PHOENIX AND MOTOROLA, INC.

This Agreement ("Agreement") is made and entered into this 11th day of August, 2008 (the "Effective Date") by and between the City of Phoenix ("City") through its Information Technology Department, and Motorola, Inc ("Motorola").

RECITALS

Whereas, the City Manager of the City is authorized by the provisions of the City Charter to execute Agreements, and

Whereas, Motorola is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is organized and financed to perform the services set forth below; and

Whereas, the parties desire to establish a master agreement under which City may make individual purchases of communications equipment and licensing software or may purchase communications systems; and

Whereas, this Agreement is authorized by Formal Action of the City Council dated July 2, 2008,

NOW, THEREFORE, for good and valuable consideration, it is agreed by and between the parties as follows

SECTION 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through C will be resolved in their listed order

Exhibit A:	Motorola "Software License Agreement"
Exhibit B:	"Discount Schedule By APC Codes"
Exhibit C	"System Acceptance Certificate"

In addition to the Exhibits above, for system sales, all of or some of the following may be included as exhibits by reference in a Statement of Work. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement and Exhibits A, B, and C will take precedence over Exhibits 1-8. Any inconsistency between Exhibits 1-8 will be resolved in the order in which they are listed below.

1. Payment Schedule
2. Pricing Section
3. System Description
4. Equipment List
5. Statement of Work
6. Acceptance Test Plan or ATP
7. Performance Schedule
8. System Acceptance Certificate

SECTION 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1. "**Acceptance Tests**" means those tests described in the Acceptance Test Plan which will be more fully developed during the design process with City.

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

2.3. "**Confidential Information**" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party, is already known to the receiving Party without restriction when it is disclosed, is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is

independently developed by the receiving Party without breach of this Agreement; is explicitly approved for release by written authorization of the disclosing Party, or is disclosed as required by law, including Arizona Public Records Law

2.4. "**Contract Price**" means the price for the Equipment and Software sold under a specific Statement of Work or the price of a System sold under a specific Statement of Work, excluding applicable sales or similar taxes and freight charges.

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

2.6. "**Equipment**" means the equipment that City purchases from Motorola under this Agreement

2.7. "**Force Majeure**" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots.

2.8. "**Infringement Claim**" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent, copyright, or trademark.

2.9. "**Motorola Software**" means Software that Motorola or its affiliated company owns

2.10 "**Non-Motorola Software**" means Software that a third party owns

2.11. "**Open Source Software**" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.

2.12. "**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.

2.13. "**Statement of Work**" means a Statement of Work issued by City to Motorola that expressly references this Agreement and includes a statement that the terms and conditions of this Agreement will control the sale of Equipment, Software, and services set forth on the Statement of Work

2.14. "**Software**" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the System or Equipment or sold separately by inclusion in a Statement of Work.

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

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

2.17. "**System**" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents

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

2.19. "**Technical and Implementation Documents**" means Exhibits 2-7.

2.20. "**Warranty Period**" in a System sale means one year from the date of System Acceptance or Beneficial Use, whichever occurs first. Warranty Period for the sale of Equipment or Software independent of a System sale means one (1) year from the date of shipment of the Equipment or Software.

SECTION 3 SCOPE OF AGREEMENT AND TERM

3.1. **Scope of Work.** In a System sale and license, Motorola will provide, install, and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. City will perform its contractual responsibilities in accordance with this Agreement

3.2. **Change Orders.** 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, Performance Schedule, or both, and will reflect the adjustment in a 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 for a period of 5 years By mutual written agreement the parties may extend the Agreement for two additional 3-year periods

3.4. **Maintenance Service.** Maintenance service will be provided pursuant to separate maintenance agreements between the City and Motorola.

3.5. **Motorola Software.** Any Motorola Software, including subsequent releases, is licensed to City solely in accordance with the Software License Agreement. City 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 City 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. All Open Source Software is licensed to City in accordance with, and City agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by City, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to City a copy of the applicable standard license (or specify where that license may be found); and provide to City a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable)

3.7. **Substitutions.** At no additional cost to City, 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 City Any substitution must be pre-approved by City and reflected in a change order.

SECTION 4 PERFORMANCE SCHEDULE

Concerning System sales, the Parties will perform their respective responsibilities in accordance with the Performance Schedule By issuing a Statement of Work, City authorizes Motorola to proceed with contract performance.

SECTION 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **Contract Price.** The Contract Price for each sale under this Agreement will be set forth in the Statement of Work related to the sale, which will not include taxes and freight unless expressly stated in the Statement of Work that taxes or freight are included

5 2. **Pricing of Equipment.** Equipment pricing is determined by applying the appropriate discount listed in Exhibit B to the Motorola current U.S. Domestic Equipment Price as of the date of a Statement of Work

5.3. **Invoicing and Payment.** Invoicing and payment for System sales will be controlled by the Payment Schedule attached to the Statement of Work. For non-System sales, Motorola will submit invoices to City for Equipment when it is shipped and for services, if applicable, when they are performed. City will make payments to Motorola within 30 days after the receipt of each properly submitted invoice. City will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S financial institution. For City's reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800

5.4. **Freight, Title, and Risk of Loss.** Unless otherwise stated in the Agreement, title to the Equipment will pass to City upon shipment Title to Software will not pass to City at any time. Risk of loss will pass to City upon delivery of the Equipment to the City. Motorola will pack and ship all Equipment in accordance with customary commercial practices

5.5. **Discount Schedule Updated Annually.** Discounting terms set forth herein and referenced as Exhibit B "Discount Schedule By APC Codes", may be periodically renegotiated and updated, only by written amendment hereto, executed by City and Motorola.

SECTION 6 SITES AND SITE CONDITIONS

6.1. **Access to Sites.** In addition to its responsibilities described elsewhere in this Agreement, City 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 access to the work sites 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 shall assist City in the local building permit process

6.2. **Site Conditions.** City 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, City will ensure that these work sites have adequate physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and 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 will inspect the work site and advise City 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

6.3. **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 7 TRAINING

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

SECTION 8 SYSTEM ACCEPTANCE

8.1. **Commencement of Acceptance Testing.** Motorola will provide to City at least ten (10) days notice before the Acceptance Tests commence System testing will occur only in accordance with the Acceptance Test Plan.

8.2. **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 City believes the System has failed the completed Acceptance Tests, City will provide to Motorola a written notice that includes the specific details of the failure If City 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.

8.3. **Beneficial Use.** City acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if City begins using the System before System Acceptance. Therefore, City 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, City assumes responsibility for the use and operation of the System.

8.4. **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 9 REPRESENTATIONS AND WARRANTIES

9.1. **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 that is attached to or used in connection with the System or for reasons or by 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 City changes to load usage or configuration outside the Specifications.

9.2. **Equipment Warranty.** Motorola warrants that the Equipment will be new and undamaged. During the Warranty Period, addressed in the Statement of Work, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. In a System sale, if System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within City's control, this warranty expires eighteen (18) months after the shipment of the Equipment

9.3. **Motorola Software Warranty.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, addressed in the Statement of Work, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. In a System sale, if System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within City's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software

9.4. **Exclusions to Equipment and Motorola Software Warranties.** These warranties do not apply to (i) defects or damage resulting from use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola, City'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

9.5. **Warranty Claims.** To assert a warranty claim, City must notify Motorola in writing of the claim before the expiration of the Warranty Period Upon receipt of this notice, Motorola will investigate the warranty claim If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to City) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or as a last resort refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim If this investigation indicates the warranty claim is not valid, then Motorola may invoice City for responding to the claim on a time and materials basis using Motorola's then current labor rates, as reflected in the Statement of Work. 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.

9.6. **Original End User is Covered.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **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 AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION 10 DELAYS

10.1. **General.** Successful project implementation will require cooperation and fairness between the parties. Because it is impractical to provide for every contingency which may arise during the course of performance of this Agreement, the parties agree to notify the other if they become aware that any condition will significantly delay performance.

10.2. **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 72 hours) after it discovers the Force Majeure If a

Force Majeure occurs, the Parties will execute a change order to modify the Performance Schedule as reasonable under the circumstances.

10.3. **Performance Schedule Delays Caused by City.** If City (including its other contractors) delays the Performance Schedule, it will make 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 appropriate, 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

SECTION 11 DISPUTES

11.1. **Settlement Preferred.** The Parties, by their project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the Parties within thirty (30) days after notice by one of the Parties demanding non-binding mediation. The Parties will not unreasonably withhold their consents to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

11.2. **Litigation.** A Party may submit to a court of competent jurisdiction in the state in which the System is installed any claim relating to intellectual property or a breach of confidentiality provisions and any dispute that cannot be resolved between the Parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful, or interim relief from the court is necessary to prevent serious and irreparable injury to the Party The venue for any litigation between the Parties to resolve a dispute arising under this Agreement shall be in Maricopa County, Arizona

SECTION 12 DEFAULT AND TERMINATION

12.1. **Default by a Party.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in breach (unless a Force Majeure causes the failure) and may assert breach by giving the non-performing Party a written and detailed notice of breach. Except for breach by City for failing to pay any amount when due under this Agreement which must be cured within 5 business days, the breaching Party will have thirty (30) days after receipt of the notice of breach to either cure the breach or, if the breach is not curable within thirty (30) days, provide a written cure plan. The breaching Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan

12.2. **Failure to Cure.** If a breaching Party fails to cure the breach as provided above in Section 12 1, unless otherwise agreed in writing, the non-breaching Party may deem the breaching Party in default and thus 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 City is the non-defaulting Party, it shall terminate this Agreement as permitted by this Section, and complete the System through a third party. The City 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. City will mitigate damages and provide Motorola with detailed invoices substantiating the charges Such invoices shall be honored and paid within thirty (30) days of receipt by Motorola.

12.3. **Fiscal Year Clause, Non-appropriation.** Every payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated for payment of such obligation Continuation of this Agreement after the close of the City's fiscal year, which ends June 30 of each year, is subject to the approval of the budget of the City providing an appropriation covering this item as an expenditure The City does not represent that such budget item will be actually adopted, as that determination is made by the City Council at the time of the adoption of the budget If funds are not appropriated for the continuance of this Agreement,

this Agreement may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments or for any damages as a result of termination under this provision The City agrees that it has funds allocated for this project. In the event of non-appropriation, the City will notify Motorola within 30 days of the non-appropriation decision.

12.4. **Termination for Convenience.** City may terminate this Agreement or any Statement of Work hereunder at any time upon written notice to Motorola. Motorola will have the right to terminate this Agreement upon prior written notice setting forth the effective date of termination at any time; provided, however, that such date will not be prior to Motorola's completion of all Services that Motorola will have agreed to perform including the completion of any outstanding Statement of Works Notwithstanding anything to the contrary in this Agreement or any Statement of Work, in the event of any termination under this Section 12.4 , City will only be liable to make any payments which are due hereunder to Motorola for equipment ordered, services rendered and work performed in accordance with the terms and conditions herein up to the date of such termination

12.5. **Effect of Termination.** Upon any termination or expiration of this Agreement or a Statement of Work, Motorola will (i) deliver to City all Work Product, including any in progress at the time of termination or expiration; (ii) repay all monies paid in advance in respect of the affected Services which have not been supplied; (iii) work with City to ensure a smooth transition to City and/or a third party (if applicable) of the remaining Services; (iv) cease to use and return all equipment, documentation, data and any other materials provided by City or created during the provision of the Services; and (v) if requested by City, negotiate in good faith to assign a ny material third party software licenses, equipment leases, maintenance agreements, support agreements or other agreements relating primarily to the Services for which City reimbursed Motorola. Motorola may, however, retain one copy of its work papers and system documentation for archival reference purposes only.

SECTION 13 INDEMNIFICATION AND PATENT AND COPYRIGHT INFRINGEMENT

13.1. **General Indemnity by Motorola.** Motorola will indemnify and hold City harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or damage to tangible property which may accrue against City to the extent it is caused by the negligent error, negligent omission, or other negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if City gives Motorola prompt, written notice of any such claim or suit. City 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 City from liabilities that are in any way related to Motorola's performance under this Agreement.

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

13.3. **Patent and Copyright Infringement.** Motorola will defend at its expense any suit brought against City to the extent it is based on an Infringement Claim, and Motorola will indemnify City for those costs and damages finally awarded against City for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: City 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 City providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

13.1.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for City the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or as a last resort, grant City a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software

13.1.2. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software, any Equipment that is not Motorola's design or formula; a modification of the Motorola Software by a party other than Motorola; or the failure by City to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment, Motorola Software, or any of their parts

SECTION 14 LIMITATION OF LIABILITY

Except for personal injury or death, or damage to tangible personal property, or Infringement Claims, 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 Contract Price of the Statement of Work under which the damages arise ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, 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 this Agreement and applies notwithstanding any contrary provision.

SECTION 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. **Confidential Information.** During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of performing this Agreement Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. **Preservation of Motorola's Proprietary Rights.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software, all own and retain 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 providing to City the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to City any shared development rights of intellectual property Except as explicitly provided in the Software License Agreement, Motorola does not grant to City, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights City 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.

SECTION 16 INSURANCE

16.1. Insurance Requirements. Motorola shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Motorola or its employees

The insurance requirements herein are minimum requirements for this Agreement and in no way limit or expand the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Motorola from liabilities that might arise out of the performance

of the work under this Agreement by Motorola or its employees and Motorola is free to purchase additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance Motorola shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis

1) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	Included
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000

a) The policy shall be endorsed to include the following additional insured language· The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Motorola

2) Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement

• Combined Single Limit (CSL)	$1,000,000

a)The policy shall be endorsed to include the following additional insured language
"The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Motorola, including automobiles owned, leased, hired or borrowed by Motorola "

3) Worker's Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability Each Accident	$100,000
• Disease – Each Employee	$100,000
• Disease – Policy Limit	$500,000

a) Policy shall contain a waiver of subrogation against the City of Phoenix.
b) This requirement shall not apply when a Motorola or subcontractor is exempt under A.R.S 23-901, AND when such Motorola or subcontractor executes the appropriate sole proprietor waiver form.

4) Professional Liability (Errors and Omissions Liability)

• Each Claim	$1,000,000
• Annual Aggregate	$2,000,000

a) In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Motorola warrants that any retroactive date under the policy shall precede the effective date of this Agreement, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. Motorola has the option to self insure for this professional liability.

B. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions.

1) On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by Motorola even if

those limits of liability are in excess of those required by this Agreement

2) Motorola's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources

C. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) calendar days' prior written notice has been mailed to the City. Such notice shall be sent directly to Gloria Elliott, Contracts Specialist II, City of Phoenix Information Technology Department, 251 West Washington Street, 6th Floor, Phoenix, AZ 85003.

D. Acceptability of Insurers Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Motorola from potential insurer insolvency.

E Verification of Coverage Motorola shall furnish the City with certificates of insurance (ACORD form or equivalent reasonably approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf

All certificates are to be received and reasonably approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement shall be sent directly to Gloria Elliott, Contracts Specialist II City of Phoenix Information Technology Department, 251 West Washington Street, 6th Floor, Phoenix, AZ 85003. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time pursuant to a subpoena DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION

G Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

SECTION 17 GENERAL

17.1. **Taxes.** The Contract Price does not include any excise, lease, use, property, or other taxes, assessments or duties. If Motorola is required to pay any of these taxes, Motorola will send an invoice to City and City will pay to Motorola the amount of the taxes (including any interest and penalties) within 30 days after the date of the invoice City 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.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of City. Motorola will promptly advise City of an assignment of its rights to receive payment 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.

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 only 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 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. **Governing Law.** This Agreement and the rights and duties of the Parties will be governed by and interpreted in accordance with the laws of the State of Arizona.

17.8. **Entire Agreement.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties The preprinted terms and conditions found on any City 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.

17.9 **Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below 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:

City Attn· Bill Phillips
Telecommunications Administrator
City of Phoenix
149 N 4th Ave. 2nd Floor
Phoenix. AZ 85003

With copies to·

Gloria Elliott, Contracts Specialist
City of Phoenix
251 West Washington, 6th Floor
Phoenix, AZ 85003

and

Roza Etemad, Assistant City Attorney
Office of City Attorney
City of Phoenix
200 West Washington Street, 13th Floor
Phoenix, AZ 85003

Motorola, Inc. Attn.
Project Manager
Motorola, Inc.
2501 S Price Road, MD G2150
Chandler, AZ 85248

With a copy to:

David Little
Commercial Law Department
6450 Sequence Drive
San Diego, CA 92131

17.10. **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 City 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 City in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of City in FCC or other matters.

17.11. **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

17.12. **Cancellation.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of A.R.S. §38-511.

17.13. **Audit/Records.** The provisions of A R.S. §35-214 will apply to this Agreement The City will perform the inspection and audit function specified therein during regular business hours and with reasonable notice to Motorola.

17.14. **Compliance with Immigration Reform and Control Act.** Motorola understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) to it Motorola agrees to comply with IRCA in performing under this Agreement and to permit City to verify such compliance

17 15. **Affirmative Action Requirements.** In order to do business with the City of Phoenix, Motorola must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Affirmative Action Program Motorola is responsible for maintaining its eligibility during the life of the Agreement and failure to do so may result in termination of the Agreement Motorola will direct any questions in regard to the Affirmative Action Program to the Affirmative Action Contract Compliance Section of the Equal Opportunity Department, (602) 262-6790.

17.16. **Contracts with Third Parties.** Should Motorola be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Motorola shall promptly inform the City giving the particulars of the information sought and shall not disclose such information or give such testimony without the consent of the City or court order. It is agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court

17.17. **Hiring of Each Other's Personnel.** Without the prior written consent of the other party, neither party shall actively target for hire personnel of the other party through the term of this Agreement and for six (6) months after the expiration or termination of the last Statement of Work executed by the parties. This prohibition does not apply to the Parties' standard recruitment processes.

17.18. **Claims or Demands Against City.** Motorola acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Motorola agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, A R S. §§ 12-821 and 12-821 01, pertaining to claims or demands against the City If for any reason it is determined that the City Charter and state law conflict, then state law shall control.

17.19. **Release of Information – Advertising or Promotion.** Motorola shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by Motorola without the prior written consent of the City.

17 20 **Residual Rights.** Notwithstanding anything to the contrary in this Agreement, Motorola and its personnel shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any work for City, so long as it or they acquire and apply such information without disclosure of any confidential or proprietary information of City and without any unauthorized use or disclosure of Work Product.

17.21. **Cooperative Purchasing.** Upon written agreement by Motorola, any governmental agency in the State of Arizona may purchase Equipment, Software, or Systems in accordance with the terms and conditions of this Agreement.

17.22. **New Equipment or Software.** As Motorola develops new Equipment and Software, Exhibit B may be revised to include discount levels for the new Equipment or Software

17.23. **Survival of Terms.** The following provisions survive the expiration or termination of the Agreement: Section 3.5 (Motorola Software); Section 3 6 (Non-Motorola Software); if any payment obligations exist, Sections 5 1 (Contract Price); Section 9 7 (Disclaimer of Other Warranties); Section 11 (Disputes); Section 13 (Indemnification and Patent and Copyright Infringement); Section 14 (Limitation of Liability), and Section 15 (Confidentiality and Proprietary Rights), and all General provisions in Section 17.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

MOTOROLA, INC.

By: _____

Title LARRY MABRY
MSSI VICE PRESIDENT & DIRECTOR, SALES

Date. 8/12/2008

CITY OF PHOENIX, a municipal corporation
FRANK A. FAIRBANKS, City Manager

By: _____
Charles T Thompson
Chief Information Officer

Date. 8-14-08

APPROVED AS TO FORM

_____
City Attorney

ACTING R.E.

ATTEST

_____
City Clerk

Exhibit A

Software License Agreement

In this Exhibit A, the term "Licensor" means Motorola, Inc., ("Motorola"); "Licensee," means the City, "Primary Agreement" means the Master Communications System Agreement to which this exhibit is attached; and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The Parties agree as follows:

SECTION 1 SCOPE

Licensor will provide to Licensee proprietary software, or radio communications, computer, or other electronic products ("Products") containing embedded or pre-loaded proprietary software, or both. "Software" means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of the software, and may contain one or more items of software owned by a third party supplier ("Third Party Software"). 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 this information is provided) are collectively referred to as "Documentation." This Agreement contains the terms and conditions pursuant to which Licensor will license to Licensee, and Licensee may use, the Software and Documentation

SECTION 2 GRANT OF LICENSE

Subject to Section 1, Licensor hereby grants to Licensee a personal, non-transferable (except as permitted in Section 8 below), limited, and non-exclusive license under Licensor's applicable proprietary rights to use the Software and related Documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license does not grant any rights to source code.

If the Software is or includes Integration Framework, City Service Request ("CSR"), or Cityworks software, that Software is licensed pursuant to this Agreement plus a separate document entitled "Software License Agreement Rider for Integration Framework, City Service Request, or Cityworks Software" (which document is incorporated by this reference and is either attached to this Agreement or will be provided upon Licensee's request).

SECTION 3 LIMITATIONS ON USE

3.1. 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 Licensee may not for any reason modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code, create derivative works from, adapt, translate, merge with other software, copy, reproduce, distribute, or export any Software or permit or encourage any third party to do so, except that Licensee may make one copy of Software provided by Licensor to be used solely for archival, back-up, or disaster recovery purposes. Licensee must reproduce all copyright and trademark notices on all copies of the Software and Documentation.

3.2. Licensee may not copy onto or transfer Software installed in one Product device onto another device. Notwithstanding the preceding sentence, Licensee may temporarily transfer Software installed on one device onto another if the original device is inoperable or malfunctioning, if Licensee provides written notice to Licensor of the temporary transfer and the temporary transfer is discontinued when the original device is returned to operation Upon Licensor's written request, Licensee must provide to Licensor a written list of all Product devices in which the Software is installed and being used by Licensee

3.3. Concerning Motorola's Radio Service Software ("RSS"), if applicable, Licensee must license a copy for each location at which Licensee uses RSS. Licensee's use of RSS at an authorized location does not entitle Licensee to use or access the RSS remotely. Licensee may make one additional copy for each computer owned or controlled by Licensee at each authorized location. Upon Licensor's written request, Licensee must provide to Licensor a written list of all locations where Licensee uses or intends to use RSS

SECTION 4 OWNERSHIP AND TITLE

Title to all copies of Software will not pass to Licensee at any time and remains vested exclusively in the copyright owner. The copyright owner owns and retains all of its proprietary rights in any form concerning the Software and

Documentation, including all rights in patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties (including any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the Software whether made by Licensor or another party, or any improvements that result from Licensor's processes or, if applicable, providing information services). Nothing in this Agreement is intended to restrict the proprietary rights of Licensor or to grant by implication or estoppel any proprietary rights All intellectual property developed, originated, or prepared by Licensor in connection with providing to Licensee Software, Products, Documentation, or related services remain vested exclusively in Licensor, and this Agreement does not grant to Licensee any shared development rights of intellectual property

SECTION 5 CONFIDENTIALITY

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

SECTION 6 LIMITED WARRANTY

6.1. The commencement date and the term of the Software warranty will be as stated in the Primary Agreement, except that the Warranty Period for LiveScan software will be 90 days; and for application Software that is provided on a per unit basis, the Warranty Period for subsequent units licensed is the remainder (if any) of the initial Warranty Period or, if the initial Warranty Period has expired, the remainder (if any) of the term of the applicable Software Maintenance and Support Agreement.

6.2. During the applicable Warranty Period, Licensor warrants that the unmodified Software, when used 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 solely with reference to the Documentation. Licensor does not warrant that Licensee's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Licensee's particular requirements. Warranty claims are described in the Primary Agreement

6.3. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TRANSACTION COVERED BY THIS AGREEMENT IS A LICENSE AND NOT A SALE OF GOODS

SECTION 7 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement

SECTION 8 TRANSFERS

Licensee will not transfer Software or the related Documentation to any third party without Licensor's prior written consent, which consent may be withheld in Licensor's reasonable discretion and which may be conditioned upon the transferee paying all applicable license fees and agreeing to be bound by this Agreement Notwithstanding the preceding sentence, if Licensee transfers ownership of radio Products to a third party, Licensee may assign its rights to use the Software (other than Radio Service Software and Motorola's FLASHport® Software) embedded in or furnished for use with those radio Products if Licensee transfers all copies of the Software and the related Documentation to the transferee, and the transferee executes a transfer form to be provided by Licensor upon request (which form obligates the transferee to be bound by this Agreement).

SECTION 9 TERM AND TERMINATION

Licensee's right to use the Software and Documentation will begin when this Agreement is mutually executed by both parties and will continue during the life of the Products in which the Software is used, unless Licensee breaches this Agreement in which case it will be terminated immediately upon notice by Licensor. Licensee acknowledges that Licensor has made a considerable investment of resources in the development, marketing, and distribution of its proprietary Software and Documentation and that reasonable and appropriate limitations on Licensee's use of the Software and Documentation are necessary for Licensor to protect its investment, trade secrets, and valuable intellectual property rights concerning the Software and Documentation, Licensee also acknowledges that its breach of this Agreement will result in irreparable harm to Licensor for which monetary damages would be inadequate. In the event of a breach of this Agreement and in addition to termination of this Agreement, Licensor will be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded

Software and associated Documentation unless Licensee is a Federal agency of the United States Government) Within thirty (30) days after termination of this Agreement and upon written request by Licensor, Licensee must certify in writing to Licensor that all copies of the Software and Documentation have been returned to Licensor or destroyed and are no longer in use by Licensee

SECTION 10 NOTICES

Notices are described in the Primary Agreement

SECTION 11 UNITED STATES GOVERNMENT LICENSING PROVISIONS

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

SECTION 12 GENERAL

12.1. **Copyright Notices.** The existence of a copyright notice on the Software will not be construed as an admission or presumption that public disclosure of the Software or any trade secrets associated with the Software has occurred.

12.2. **Compliance with Laws.** Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Licensor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies, at the time of the action, requires an export license or other governmental approval. Violation of this provision will be a material breach of this Agreement, permitting immediate termination by Licensor.

12.3. **Assignments.** Licensor may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Software, without prior notice to or consent of Licensee

12.4. **Governing Law** This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State of Arizona.

Exhibit B "Discount Schedule By APC Codes"

Product Family	Allied Product Code, (APC)	Phoenix Discount %
GTR8000 Series Equipment	112	15%
MOSCAD Network Fault Management	117	10%
CommandStar Deskset - MC1000-2000-2500-3000	124	15%
Misc Accessories / CommandStar Lite	129	30%
Channel Bank Only	131	15%
Key Management Facility for Encryption Keys	137	18%
Networking Equipment	147	10%
Outsourced Products	152	10%
HP1000 High Performance Mobile Data	153	15%
Extended Warranty Option	185	0%
Test Equipment	189	5%
Key Variable Loader for Encryption Keys	201	18%
Gold Elite	202	25%
CommandStar Lite	207	30%
Site Equipment	207	15%
MOSCAD Network Fault Management	214	10%
QUANTAR Accessories	218	15%
Packet Data Gateway	222	18%
Point To Point Products	224	5%
Quantar Base/Repeater Digital Trunked	225	20%
Gold ELITE Consoles (Gateway) / MCC5500	228	25%
Gold Elite	229	25%
Watson Furniture	229	10%
Logging Recorder Equipment	229	15%
Test Equipment	230	5%
Parts and Accessories	230	30%
Gold Elite	244	25%
Parts and Accessories	261	30%
Test Equipment	262	5%
Parts and Accessories	262	30%
Parts and Accessories	271	15%
Spectra TAC Voting System	273	15%
Base Station Accessories	274	15%
XTL5000 Consolette	276	20%
Trunked Controllers	277	18.50%
ASTRO Controller	280	18%
ASTRO User Interface	281	18%
VRS750	287	15%
MCC5500	322	15%
Conventional Flashport Subscriber	332	0%
MOSCAD Network Fault Management	342	10%
Outsourced Products	351	10%
QTAR/QTAR 6809 RCVR ASTRO Trunking	360	15%
Radio Service Software for Programming Radios	371	0%

ASTRO Consolette Accy	372	20%
Parts and Accessories	374	20%
Trunked Controllers	377	18.50%
Moscad Software and License	382	10%
Control Center Products	404	25%
QUANTAR Accessories	409	15%
Test Equipment	415	5%
Parts and Accessories	415	30%
Site Equipment	417	25%
Quantar Conventional	432	28%
MCC 7500 Dispatch Consoles	443	15%
RNSG Infra Sourced	454	15%
Antennas	455	0%
Encryption Kits	456	20%
MOSCAD Network Fault Management	469	10%
QUANTAR Accessories	482	15%
Control Center Products	491	20%
Packet Data Gateway Software	495	18%
MOSCAD	499	0%
VRM850, VRM Series Mobile Data Equipment	508	10%
Gold Elite	508	18.50%
MCC5500	509	20%
Quantar Base/Repeater Digital Trunked	509	30%
DIU-3000 Digital Interface Units / Motobridge	524	15%
ASTRO TAC Comparator	525	20%
PDR3500	570	8.50%
QUANTAR 6809 ASTRO Trunking	590	15%
Quantar Base/Repeater Digital Trunked	604	20%
CANOPY	606	10%
Antennas	644	20%
Trunked Terminals	647	20%
QUANTAR SZ INTELLIREPEATER	675	15%
QUANTAR Accessories	676	15%
ANALOG RECEIVER	677	15%
Dispatch Console Accessories	706	20%
Test Equipment	706	5%
Certified Computer Hardware and Software	708	15%
Motobridge	708	25%
Gold Elite	708	25%
VRM850, VRM Series Mobile Data Equipment	736	10%
MCC5500 Consoles (Gateway) / MIP5000	740	15%
ASTRO TAC Voting System	743	15%
ASTRO Trunked Spectra Consolette	761	25%
100 Watt Repeater Station	780	25%
ASTRO 25 Zone Controller and Network Mngmt	877	18%
Test Equipment	896	5%
Test Equipment	938	5%
Radio Peripherals	956	15%

Exhibit C

System Acceptance Certificate

City Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and City acknowledge that.

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed

2. The System is accepted.

City Representative	Motorola Representative:
Signature: _____	Signature _____
Print Name. _____	Print Name _____
Title: _____	Title _____
Date. _____	Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and City has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

City Representative:	Motorola Representative:
Signature: _____	Signature. _____
Print Name _____	Print Name: _____
Title _____	Title: _____
Date: _____	Date: _____

Service Terms and Conditions

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

Section 1 APPLICABILITY

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

Section 2 DEFINITIONS AND INTERPRETATION

2 1 "Agreement" means these Service Terms and Conditions, the cover page for the Service Agreement or the Installation Agreement, as applicable, and any other attachments, all of which are incorporated herein by this reference In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2 2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement

2 3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

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

Section 4 SCOPE OF SERVICES

4 1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4 2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used, the Equipment will be serviced at levels set forth in the manufacturer's product manuals, and routine service procedures that are prescribed by Motorola will be followed

4 3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4 4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice

4 5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments

4 6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment, remove that Equipment from the Agreement, or increase the price to Service that Equipment

4 7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5 1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner, use not in compliance with applicable industry standards, excessive wear and tear, or accident, liquids, power surges, neglect, acts of God or other force majeure events

5 2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes , upgrading or reprogramming Equipment, accessories, belt clips, battery chargers, custom or special products, modified units, or software, and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium

Section 6 TIME AND PLACE OF SERVICE

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

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U S dollars within twenty (20) days of the invoice date Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

Section 10 DEFAULT/TERMINATION

10 1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party

10 2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement Upon the effective date of termination, Motorola will have no further obligation to provide Services

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS, OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12 1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties

12 2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless. the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify

this Agreement, and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13 1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement The obligations set forth in this Section survive the expiration or termination of this Agreement

13 2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data

13 3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15 COVENANT NOT TO EMPLOY

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

Section 16 MATERIALS, TOOLS AND EQUIPMENT

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

Section 17 GENERAL TERMS

17 1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect

17 2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17 3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17 4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God

17 5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement

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

17 7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates

17 8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates

EXHIBIT C

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

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

Contract Number: S00001002344
Contract Modifier: RN10-FEB-14 23:26:55

Date: 03/12/2014

Company Name:	Glendale, City Of
Attn:	
Billing Address:	6835 N 57th Dr
City, State, Zip:	Glendale,AZ,85301
Customer Contact:	Cy Otsuka
Phone:	(623)930-3002

Required P.O.:	No
Customer # :	1000040501
Bill to Tag # :	0001
Contract Start Date:	07/01/2014
Contract End Date:	06/30/2017
Anniversary Day:	Jun 30th
Payment Cycle:	MONTHLY
PO # :	

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL	$966.16	$34,781.76
3	SVC060AD	ASTRO25 DISPATCH SITE		
12	SVC062AD	ASTRO25 OPERATOR POSITIONS		
12	SVC692AB	GOLD SERIES ELITE		
	SVC01SVC1102C	DISPATCH SERVICE	$61.05	$2,197.80
3	SVC084AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1104C	TECHNICAL SUPPORT	$239.86	$8,634.96
3	SVC040AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	$979.33	$35,255.88
3	SVC093AD	ASTRO25 DISPATCH SITE		
12	SVC095AD	ASTRO25 OPERATOR POSITIONS		
12	SVC237AD	GOLD SERIES ELITE OPS		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$2,246.40	$80,870.40
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$2,246.40	$80,870.40
Taxes	-	-
Grand Total	$2,246.40	$80,870.40

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

Subcontractor(s)	City	State
MOTOROLA PHOENIX REGION FSO (DO098)	TEMPE	AZ
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL

EXHIBIT C

MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL

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

Debora Black Police Chief 8-5-14

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

DEBORA BLACK

CUSTOMER (PRINT NAME)

Ron Koehler CSM 6-27-14

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

Ron Koehler 602 350-1893

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Glendale, City Of
Contract Number: S00001002344
Contract Modifier: RN10-FEB-14 23:26:55
Contract Start Date: 07/01/2014
Contract End Date: 06/30/2017