

Communications System Agreement

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

Section 1 AGREEMENT CONDITIONED ON APPROVAL OF SPRINT/NEXTEL CHANGE ORDER

The Parties acknowledge and agree that notwithstanding any other provisions set forth herein, including but not limited to the execution of this Agreement by both Parties, this Communications System Agreement shall not be effective unless and until an Amendment to the City's Frequency Reconfiguration Agreement (FRA) with Nextel West Corp. dated September 2, 2010, amending and restating the FRA to incorporate the City's Change Notice to upgrade to the Johnson County P25 system and providing a cash-out to the City of not less than \$924,136.56, is approved by the Transition Administrator and fully executed by the City and Sprint Nextel.

Section 2 EXHIBITS AND DEFINITIONS

2.1 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 E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
	C-1 "System Description" dated 6/14/11
	C-2 "Equipment List and Cost Statement" dated 6/14/11
	C-3 "Statement of Work" dated 6/14/11
	C-4 "Acceptance Test Plan" or "ATP" dated 6/14/11
	C-5 "Performance Schedule" dated 6/14/11
Exhibit D	Service Statement(s) of Work and "Service Terms and Conditions" (if applicable)
Exhibit E	"System Acceptance Certificate"
Exhibit F	Maintenance Service Provisions

2.2 Capitalized terms used in this Agreement and attached Exhibits shall have the following meanings:

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

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

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

2.2.4 "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; or is explicitly approved for release by written authorization of the disclosing Party. The parties acknowledge that this definition of "Confidential Information" is subject to the provisions of Section 15 below.

2.2.5 "Contract Price" means the price for the System, excluding applicable sales or similar taxes.

2.2.6 "Effective Date" means that date upon which the last Party executes this Agreement, subject to the provisions and limitations of Section 1, above.

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

2.2.8 "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, other than Customer, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.2.9 "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.2.10 "Motorola Software" means Software that Motorola or its affiliated company owns.

2.2.11 "Non-Motorola Software" means Software that another party owns.

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

2.2.13 "Primary Agreement" means this Communications System Agreement between the parties.

2.2.14 "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.

2.2.15 "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

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

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

2.2.18 "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated turn-key fully functional radio system; the System is described in the Technical and Implementation Documents.

2.2.19 "System Acceptance" means the Acceptance Tests have been successfully completed and the Customer has executed the System Acceptance Certificate.



2.2.20 "Technical and Implementation Documents" means, those documents that provide the detailed description of the equipment and services to be provided by Motorola in the delivery of a fully operational radio "System." The Technical and Implementation Documents are attached hereto as Exhibits C-1 through C-5 and D and E.

2.2.21 "Warranty Period" means, unless otherwise provided herein, one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with the Statement of Work and this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement. The scope of work will include those other services and equipment provided in this Agreement and attachments thereto, if any.

3.2. AMENDMENTS. Either Party may request changes and/or amendments within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will make a good faith effort to agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a written amendment to this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written amendment to the Agreement.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period and any agreed upon maintenance period included as part of the Contract Price set forth herein, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, unless the Parties otherwise agree to such additional or contrary terms, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at delivery, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. Other than the additional warranty and or maintenance services agreed to in this Agreement, if Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. Other than the additional warranty and or maintenance services agreed to in this Agreement, if Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services and such purchase shall be subject to the terms and conditions of this Agreement.



3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement attached hereto as Exhibit A. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, 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 Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer 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).

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a written amendment to this Agreement provided at least thirty (30) days prior to any substitution.

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

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule attached hereto as Exhibit C-5, provided Motorola will not proceed with contract performance until the condition set forth in Section 1, above has been satisfied and Motorola has received written authorization from Customer to proceed with contract performance subject to the terms of this Agreement.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$2,078,380.89. A pricing and cost summary is attached hereto as Exhibit C-2 . A Payment Schedule is attached hereto as Exhibit B. Motorola has priced the services, Software, and Equipment as an integrated turn-key fully functional system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.



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

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices, provided all such charges are included in the Contract Price. Title to the Equipment will pass to Customer upon delivery of the Equipment to the Customer's designated ship-to location. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4 **INVOICING AND SHIPPING ADDRESSES.**

Invoices will be sent to the Customer at the following address: Customer, Attn. Captain Al Sneller, 12401 Hemlock St., Overland Park, KS 66213.

The Equipment will be shipped to the Customer at the following address: Customer, Attn. Captain Al Sneller, Johnson County Emergency Communications Center, 11880 South Sunset Drive, Olathe, Kansas, 66061.

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

Section 6 SITES AND SITE CONDITIONS

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

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

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.

6.4 BACKGROUND CHECK REQUIRED. All Motorola personnel given access to the sites must pass a criminal background check satisfactory to the Customer. Motorola affirms that it checks the criminal records of all applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within the seven (7) years prior to employment, where permitted by law. Motorola agrees to discuss the need for background screening of Motorola employees and to negotiate a process that is mutually acceptable and compliant with applicable law. However, in no event can Motorola agree to waive the rights of its employees, nor can Motorola provide the Customer with any information protected by law, including but not limited to background check data.

Section 7 TRAINING

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

Section 8 SYSTEM ACCEPTANCE

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan attached hereto as Exhibit C-4.

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

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

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 which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship and will perform in accordance with the Specifications set forth in this Agreement. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes solely within Customer'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, 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. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR NON-MOTOROLA SOFTWARE PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These Motorola 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; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period; provided the Parties acknowledge that based on the critical public safety use of the Equipment and Software, Motorola will respond regarding a verbal notice of a need for maintenance in accordance with the time frames set forth in Exhibit D attached hereto. Upon receipt of this notice, Motorola will promptly investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) promptly repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or with the consent of the Customer, 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 Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.



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. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute an Amendment to the Agreement to extend the Performance Schedule for a time period that is reasonable under the circumstances.

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

Section 11 DISPUTES

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

11.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

11.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives.

11.3. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed.

11.4. CONFIDENTIALITY. All communications pursuant to subsection 11.2 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.



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

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

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

13.2. PATENT AND COPYRIGHT INFRINGEMENT.

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

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



13.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola as a component of this Agreement; (b) the use of ancillary equipment or software not furnished by Motorola as a component of this Agreement and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.2.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death and 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 amount of the Contract Price. 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. The Parties agree that other than the above limitation relating to the Contract Price, this Limitation of Liability shall not apply to Motorola's responsibility to certify and return Harris Radio equipment to Sprint Nextel as provided for in the Agreement. More specifically should Motorola be solely responsible for the negligent or purposeful loss or destruction of the City's Harris radio equipment, Motorola shall be responsible for all costs of failing to return the Harris equipment, to include the FRA requirement that the City compensate Sprint with the cost of new replacement Harris equipment. This limitation of liability provision survives the expiration or termination of the 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, provided Motorola acknowledges that Customer is a governmental entity subject to the provisions of the Kansas Open Meetings Act and the Kansas Open Records Act and both of these acts include specific provisions limiting the ability of the Customer to protect or otherwise keep confidential public records. In recognition of the Customer's legal obligations under the subject Kansas laws, Motorola agrees to only identify information as confidential as is reasonably necessary to protect its interests. Subject to the provisions of the Kansas Open Meetings Act and the Kansas Open Records Act, 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 law to include the Kansas Open Meetings Act, the Kansas Open Records Act



and 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 unless reasonably necessary; 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 the performance of 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 own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola’s Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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

16.3 **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.



16.4. 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.

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

16.6. 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.

16.7. 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 Customer 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.

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

Motorola Solutions, Inc.

Customer, Overland Park, Kansas

Attn: Christine Binotti, Commercial Counsel
1301 E. Algonquin Rd., Schaumburg, IL 60196
fax: 847-576-0721

Attn: Al Sneller, City of Overland Park, Kansas
Police Department, 12401 Hemlock St. Overland Park,
Kansas, 66213. Fax: 913-890-1364

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

16.10. 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.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative



User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under this Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of this Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 1 Agreement Condition on Approval of Sprint/Nextel Change Order; Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

16.13. INSURANCE.

16.13.1 Motorola shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Motorola's performance under this Agreement.

16.13.2. Motorola shall maintain the following coverages and minimum limits.

16.13.2.1. Commercial General Liability: [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit, including products - completed operations should be at least \$5 million.

16.13.2.2. Business Auto Coverage: (*Owned and non-owned autos*) \$1,000,000 per occurrence limit.

16.13.2.3. Workers Compensation and Employers Liability: Workers compensation limits as required by the statutes of the state of Kansas and employers liability limits of \$1,000,000/\$1,000,000/\$1,000,000. When workers compensation insurance policy is applicable "other states" coverage is required.

16.13.2.4. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.

16.13.2.5. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Motorola nor has the CITY assessed the risk that may be applicable to Motorola. Motorola shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. Motorola's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess with the coverage maintained by Motorola.

16.13.3 Additional Insured. The City shall be listed by ISO CG 20 10 blanket endorsement or its equivalent as additional insureds for the project. Motorola's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



16.13.4. Verification of Coverage.

16.13.3.1. A certificate of insurance accompanied by an additional insured ISO form endorsement (CG 20 10) or equivalent effecting the coverage required by the City.

16.13.3.2. The insurance coverages are to be provided by Kansas admitted insurance companies with a Best's rating of at least A-VIII. Those not admitted must be approved by City.

16.13.3.3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above describes coverages shall be the responsibility and at the sole risk of Motorola.

16.13.3.4. The commercial general liability policy shall not contain an endorsement excluding contractual or completed operations liability.

16.13.3.5. Any coverage provided by a Claims-Made form policy must contain a three year tail option, extended reporting period, or must be maintained for three years post contract.

16.13.5. Subcontractors. All insurance coverages for subcontractors shall be subject to similar requirements as stated herein.

16.14. ANTI-DISCRIMINATION

16.14.1 Motorola agrees that:

- 16.14.1.1. Motorola shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, national origin, ancestry or age.;
- 16.14.1.2. In all solicitations or advertisements for employees, Motorola shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission").
- 16.14.1.3. If Motorola fails to comply with the manner in which Motorola reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present Agreement and the Agreement may be canceled, terminated or suspended, in whole or in part, by the Customer.
- 16.14.1.4. If Motorola is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, Motorola shall be deemed to have breached the present Agreement and the Agreement may be canceled, terminated or suspended, in whole or in part, by the Customer.
- 16.14.1.5. Motorola shall include the provisions of paragraphs 16.14.1.1 through 16.14.1.4 above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

16.14.2 Motorola further agrees that Motorola shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities



Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

16.15 CASH BASIS/BUDGET Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by the Parties hereto that Customer is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from funds budgeted and appropriated for such purpose during the Customer's then current budget Year (i.e. January 1 to December 31) or from funds made available from any lawfully operated, revenue producing source. Should Customer fail to budget, appropriate or otherwise make available funds for payments due under the Agreement in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the Customer of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available.

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

CITY OF OVERLAND PARK, KANSAS

Carl Gerlach, Mayor

Attest

Marian Cook, City Clerk

APPROVED AS TO FORM:

Michael Santos, City Attorney



Motorola Solutions Inc.

Name , Title

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this ___ day of June, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, Title _____, of Motorola Solutions, Inc, a Corporation duly organized and existing under and by virtue of the laws of the State of _____; who is personally known to me to be a Title _____ and who is personally known to me to be the same person who executed as such officer the within instrument on behalf of Motorola Solutions Inc., and such person duly acknowledged the execution of the same to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

MY APPOINTMENT EXPIRES:



Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Software Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Customer, KS ("Licensee").

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

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee pursuant to the terms and conditions of the Primary Agreement with which or for which the Software and Documentation is licensed for use.

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Software Agreement and the payment of applicable license fees as set forth in the Primary Agreement between the Parties, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software



to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Software Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Software Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Software Agreement. If there is a conflict between the terms and conditions of this Software Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Software Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Software Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

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

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

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

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each



licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

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

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of one (1) year from System Acceptance or Beneficial Use, as defined in the Primary Agreement (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

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

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement,



merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

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

Section 8 TERM AND TERMINATION

8.1 Subject to the conditions set forth in the Primary Agreement, Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated upon thirty (30) days written notice by Motorola.

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

8.3 Licensee If Licensee breaches this Agreement, Motorola may terminate this Agreement and 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).

Section 9 CONFIDENTIALITY

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

Section 10 LIMITATION OF LIABILITY

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

Section 11 NOTICES

Notices are described in the Primary Agreement.



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 of publication of the Software or public disclosure of any trade secrets associated with the Software.

12.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and 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 Motorola 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 is a material breach of this Agreement.

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

12.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

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

12.6. **SURVIVAL.** Sections 4, 5, 6, 7, 8, 9, 10 and 12 survive the termination of this Agreement.

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

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



Exhibit B

PAYMENT SCHEDULE

Below are Motorola's standard payment terms extended to the Customer for this project:

Customer agrees to make payments to Motorola within thirty (30) days after the date of invoices that will be submitted by Motorola according to the following payment schedule:

20% of the Contract Price upon satisfaction of the conditions set forth in Section 1 of the Primary Agreement.

45% of the Contract Price upon receipt by and acceptance of shipment of Equipment by Customer.

20% of the Contract Price upon completion of installation of the equipment and software.

10% of the Contract Price due upon System Acceptance or Beneficial Use.

5% of the Contract Price upon Final Acceptance.



Exhibit C-1

SYSTEM DESCRIPTION

Introduction

Motorola shall supply an ASTRO 25 700/800 MHz radio system to the Customer. This contract will provide nine (9) MCC7500 dispatch console positions, an IP recorder to log Trunking system radio calls and a firewall. The City's INFORM system will connect to the IP logging recorder through the Firewall. Telephony calls such as 911 phones will be recorded on Overland Park's existing logging recorder. Connectivity to the Overland Park Dispatch Center at the Fire Training facility will be via a Motorola provided microwave link between the Dispatch Center (FTC) and the Sheraton Hotel. A redundant link will be via city owned fiber, again between the Dispatch Center and 11880 S Sunset Dr in Olathe, KS. The Customer will be responsible for provisioning a VLAN (Virtual LAN) on this fiber link for exclusive use of the Motorola radio system. Motorola will also provide nine (9) backup control stations to be located at the Dispatch Center (FTC). Motorola will supply the following subscriber equipment; XTS2500 Model II (QTY 178), XTS 1500 Model 1.5 (QTY 78), XTL1500 Mobile (QTY 51), XTL1500 Control Station (QTY 11) and XTL5000 Motorcycle Radio (QTY 6). Motorola will provide installation services for all equipment. Motorola will certify and return all Customer radio equipment required to be returned to Sprint Nextel as a requirement of the FRA between the City and Sprint Nextel.

Connectivity

The MCC7500 console system to be located at the Fire Training Center (Overland Park Dispatch Center) will require two disparate connection paths to the control equipment located at 11880 South Sunset Drive in Olathe, KS.

The Primary connection will be via Motorola supplied microwave. Motorola will install a 4.9GHz microwave link from the roof of the FTC building to the roof of the equipment shelter located at the base of the AT&T tower adjacent to FTC.

Motorola will install a two foot 11GHz microwave dish antenna at 110ft on the AT&T tower which will link to a companion two foot dish antenna on the roof of the Sheraton Hotel. The Sheraton Hotel will be the connection point to the Johnson County radio system.

The microwave system will be 99.9999% reliable and will have a 40db fade margin. The capacity of the microwave system is 30Mbit.

The Backup connection will be by via City/County owned and maintained Ethernet. This Ethernet connection will also span between the FTC and the County control equipment at the 11880 South Sunset Dr. Motorola will supply equipment to convert Ethernet to T1.

Motorola MCC Dispatch Console Architecture Overview

- ◆ Seamless integration with ASTRO 25 trunking systems.
- ◆ Supports the IP protocols of the trunking system's transport network; no circuit-switched network to packet-switched network conversion equipment is necessary.
- ◆ Encryption and decryption performed within the dispatch consoles permitting true end-to-end encryption in the radio system.



- ◆ Participation in the radio system's agency partitioning functionality.
- ◆ Configuration of the console Subsystem via the radio system's centralized configuration Subsystem (Network Manager) enabling the user to access a single point to configure the radio system. The configuration Subsystem shall be capable of being accessed from multiple remote locations.
- ◆ Centralized and/or distributed logging of conventional and trunked radio audio associated radio call information and certain radio system events.
- ◆ Capable of permitting higher capacities in numerous areas (64,000 talkgroups, thousands of logging "tracks").

The three main components of the Motorola MCC 7500 Dispatch Console system include:

- ◆ Dispatch Console.
- ◆ Archiving Interface Server – AIS (logging interface) located at the CCC.
 - Conventional Channel Gateway.

Dispatch Console Hardware shall include the following as further described below:

- Window Vista Tower PC
- (9) Touch screen 19" LCD Monitors
- Voice Processing Module (VPM)
- Four Desktop Speakers (36 total)
- Nine Gooseneck Microphones
- (18) Headset Jack
- (30) Surplus Single Muff Headsets
- Nine Footswitches

The various hardware elements that comprise the dispatch console are described in the following sub-sections.

Voice Processing Module (VPM)

Beginning with ASTRO 25 system release 7.7, a new hardware platform is used for MCC 7500 dispatch consoles. This new hardware platform is called the Voice Processor Module (VPM) and replaces the voice card, secure card and GPIOM hardware used on earlier versions of the MCC 7500 dispatch console.

The VPM shall connect to the console site LAN switch and communicate with the dispatch console PC via Ethernet. While there is no direct physical connection between the VPM and the PC, there is a one-to-one relationship between the VPM and the PC. Each dispatch position has its own PC and its own VPM.

The VPM shall provide all the audio processing services and encryption/decryption services for the VPM-based dispatch console. These services include:

- ◆ Vocoding services – The VPM is capable of supporting AMBE (for X2), IMBE (for ASTRO 25), ACELP (for Dimetra IP) and G.728 (for analog resources) vocoder algorithms.



- ◆ Audio processing services – The VPM is capable of supporting audio level adjustments, summing and filtering. The VPM is capable of supporting multiple simultaneous streams of audio.
- ◆ Encryption and decryption services – The VPM is capable of supporting multiple simultaneous encryption/decryption sessions using multiple algorithms and multiple secure keys.

The VPM provides the connections for the following items.

- ◆ Speakers.
- ◆ Headset Jacks.
- ◆ Microphone.
- ◆ Footswitch.
- ◆ Local Logging Recorder.
- ◆ External Paging Encoder.
- ◆ 911 Telephone Headset.
- ◆ Instant Recall Recorder for Radio.

The connections for the above items use RJ45 connectors except for the headset jack connectors, which are DB15. The audio inputs and outputs are 600 Ohm, balanced and transformer coupled, except for the microphone, which is 2000 Ohm, balanced and does not use a transformer. They accept or provide audio levels appropriate for the devices being connected.

The PC uses a Microsoft Windows operating system. Motorola provided Software provides call processing services and an enhanced version of the Elite graphical user interface that is presently used on the CENTRACOM Gold Series product.

The VPM-based dispatch console shall provide a suite of application programming interfaces (APIs) that may be used by third parties to interface computer aided dispatch (CAD) systems, non-Motorola dispatch consoles or other devices with the Motorola radio system.

Figure 0-1 shows the hardware architecture of the VPM-based version of the Motorola MCC 7500 dispatch console.



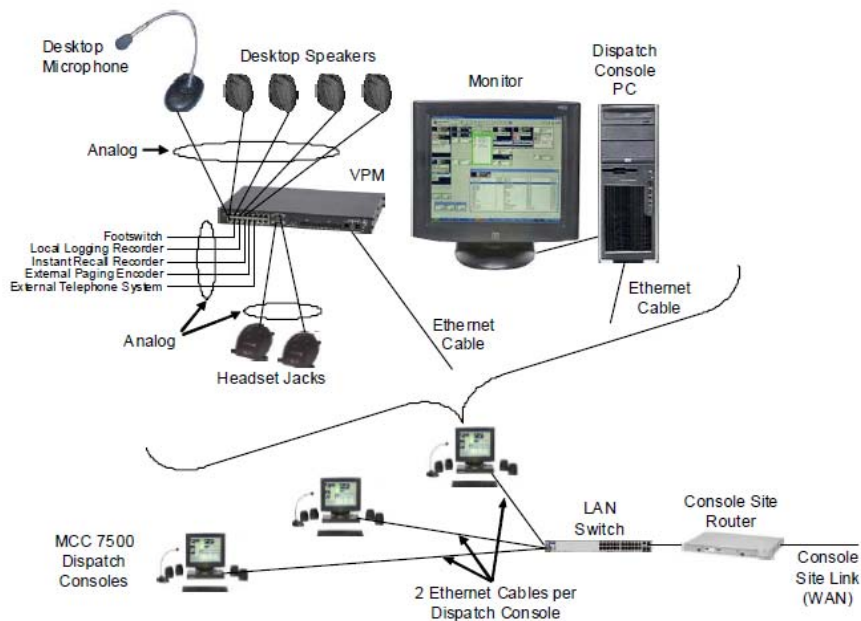


Figure 0-1: Motorola MCC 7500 Dispatch Console VPM-based Hardware Architecture

The VPM is designed so it can be mounted in furniture, placed on top of a writing surface or mounted in an EIA 19 inch rack. It is also capable of supporting monitors weighing up to 80 pounds (36 kg) standing on top of it.

The VPM has connectors for the following devices:

- ◆ One (1) desktop microphone.
- ◆ Two (2) headset jacks.
- ◆ Eight (8) desktop speakers (four (4) speakers max supported in the initial releases).
- ◆ One (1) logging recorder.
- ◆ One (1) radio instant recall recorder.
- ◆ One (1) telephone instant recall recorder (not supported in initial releases).
- ◆ One (1) external telephone set.
- ◆ One (1) external paging encoder.
- ◆ One (1) footswitch.
- ◆ One (1) generic transmit audio input.

Some of the connectors listed above may be used to provide audio inputs and outputs for connecting other types of dispatch consoles to the Motorola radio system in conjunction with the Motorola MCC 7500 Dispatch APIs. The VPM uses an external power supply (similar to the power supplies used with laptop computers) which must be connected to an AC power source.

Personal Computer (PC)

The VPM-based dispatch console uses an off-the-shelf personal computer running the Microsoft Windows operating system. The PCs used in ASTRO 25 systems have a minitower form factor.



Gooseneck Microphone

The VPM-based dispatch console is capable of supporting a single desktop gooseneck microphone. The desktop microphone contains a microphone cartridge on a flexible shaft and two buttons in its base. One button controls the General Transmit feature and the other controls the Monitor feature.

The desktop microphone may be permanently fastened down or it may be left loose so the dispatch console user can pick it up while using it. The 18 inch long flexible shaft allows the base to be placed behind a keyboard or writing area and still be able to position the microphone cartridge within a few inches of the speaker's mouth.

If a desktop microphone is connected to a dispatch console while no headsets are connected, the desktop microphone is active whenever any transmit function is active.

If a desktop microphone is connected to a dispatch console while one or two headsets are connected, then the desktop microphone is only active during a transmit function if its transmit button is pressed. This prevents the desktop microphone from picking up unwanted background sound while the dispatch console user is using a headset to transmit.

Headset Jack

Each dispatch console is capable of supporting up to two headset jacks. A headset jack allows a dispatch console user to use a headset while operating the dispatch console. The headset jack supports headsets which use either PJ7 (6-wire) or PJ327 (4-wire) longframe connectors (6-wire headsets have a PTT button while 4-wire headsets do not have a PTT button).

The headset jack contains two volume controls: one for adjusting the level of received radio audio and one for adjusting the level of received telephone audio. A small dimple is molded into the headset jack housing near the telephone volume control so the dispatch console user can tell them apart without having to look at them.

Desktop Speaker

Each dispatch console is supplied with multiple speakers through which audio is presented to a dispatch console user. Each speaker on a dispatch console contains unique audio; that is, an audio source cannot appear in multiple speakers at a single dispatch console.

The speaker is a self-contained unit that may be placed on a desktop, mounted in a rack/furniture, mounted on a wall, or mounted on a computer monitor. It contains an amplifier that provides a maximum of 2 Watts of power output. Input power for the speaker is obtained from the VPM via it's interconnect cable. A mounting bracket is included with the speaker.

Four speakers are included. They are Select, Unselect, Monitor 1 and Monitor 2.

Dual Footswitch

The dispatch console is capable of supporting a footswitch. The footswitch contains two pedals. One pedal controls the General Transmit feature and the other controls the Monitor feature.

The footswitch allows a dispatch console user to access the General Transmit feature or Monitor feature without using his/her hands. This is useful in situations where the dispatch console user's hands are not free for activating those features.



Each dispatch console is equipped with a dual pedal footswitch.

Telephone/Headset Port

The telephone/headset port allows an external telephone set to be connected to the dispatch console. The dispatch console's headset can then be used to communicate on both the radio system and the telephone set. The port provides the following inputs and outputs:

- ◆ A balanced 600 Ohm analog audio output containing the headset's microphone audio.
- ◆ A balanced 600 Ohm analog audio input for the external telephone's received audio.
- ◆ An input buffer for the Off Hook signal from the external telephone.
- ◆ An input buffer for an Auxiliary Jack Sense signal from the external telephone.

When the dispatch console senses a dry closure on the Off Hook input buffer, it removes the selected radio audio from the headset earpiece and puts it back in the appropriate speaker(s). It then routes any audio appearing at the telephone/headset port's audio input to the headset earpiece. It also routes headset microphone audio to the telephone/headset port's audio output. This allows the dispatch console user to communicate hands-free on the telephone set.

When the dispatch console senses a dry closure on the Auxiliary Jack Sense input buffer, it ignores any closures on the Off Hook input buffer. This causes the headset to work with the radio system instead of the external telephone system. This allows the dispatch console headset to be used for radio operations when another person is staffing the telephone set.

If the dispatch console user transmits on any radio resources while the Off Hook signal is active, the headset microphone is re-routed to the radio system for the duration of the transmission. When the transmission ends, the headset microphone is routed back to the telephone headset port's audio output. The headset earpiece audio routing is not changed during the transmission, so the dispatch console user can still hear the telephone's received audio.

The telephone/headset port allows a dispatch console user to use a single headset to communicate on both the radio system and a telephone system (e.g., a 911 system).

Instant Recall Recorder Port (for Radio)

Motorola shall provide an instant recall recorder port (for radio) that allows an instant recall recorder to be connected to the dispatch console. The port provides an RJ45 connector with a balanced, 600 Ohm analog audio output containing the receive radio audio on the selected channels. Transmit audio of any type (from either this dispatch console or a parallel dispatch console) as well as tones generated by the dispatch console (emergency tones, callback tones, busy tones) are not included in the audio output.

If transmit audio is desired for the instant recall recorder, the long term logging port may be used instead of the instant recall recorder port. Both outputs have the same electrical characteristics; only the content of the audio is different. No playback speaker input or recording control line output are provided on the port.

Dispatch console generated tones (e.g., emergency alarm tones, trunking busy tones, error tones, etc.) are not included in the audio appearing at the analog audio output. This is done so that they do not interfere with the dispatch console user's ability to understand the voice audio that was recorded. Short-term, console-specific audio recording is a mechanism used to record a portion of the inbound audio present on a specific dispatch console and make it readily available to the dispatch console user. This recorded audio is retained by the recording system for a short period (typically about 60 minutes) and is easily played back by



the dispatch console user. This allows the dispatch console user to replay received audio that the user may have missed.

Integrated Software based Instant Recall Recorder is included with each dispatch position.

Long Term Logging Port

The long term logging port allows an external logging recorder to be connected to a dispatch console. The port provides an RJ45 connector with a 600 Ohm balanced analog output. The audio that appears on this output is configurable, but is typically the audio that was transmitted and/or received at that dispatch console.

The configuration of audio to be presented at this port is tied to the physical dispatch console, so that no matter what user is logged into the console, the same type of audio is logged. This configuration is done as part of configuring the dispatch console at the radio system's network manager. The long term logging port can be configured to log any combination of the audio sources listed below:

- ◆ Audio received from the currently selected radio resources (note that the level of this audio is not affected by either the individual volume setting of the radio resource or the master volume control on the speaker or headset jack).
- ◆ Microphone audio being transmitted to the currently selected radio resources by this dispatch console user.
- ◆ Microphone audio being transmitted to unselected radio resources by this dispatch console user.
- ◆ Any tones generated by the dispatch console that appear in its speakers (trunking tones, emergency tones, etc.).
- ◆ Note that this output may be used with an instant recall recorder as well as a long term logging recorder.

Long term, console-specific audio recording is a mechanism used to record a portion of the inbound and outbound audio present on a specific dispatch console. This is historically done by providing a logging port at the dispatch console, and wiring that port to a track of an audio recording device. These recordings are typically archived for long-term storage, and provide a historical record of the radio communications made at a given dispatch console.

A NICE™ logging recorder has been included as part of this project equipment.

The Motorola MCC 7500 dispatch console uses the Elite Dispatch GUI for displaying information to and accepting commands from the dispatch console user. The Elite Dispatch GUI is efficient, easy to use and intuitive, having been refined and proven through years of use in public safety dispatch center's around the world.

An example of the Elite Dispatch GUI is shown in Figure 0-2.



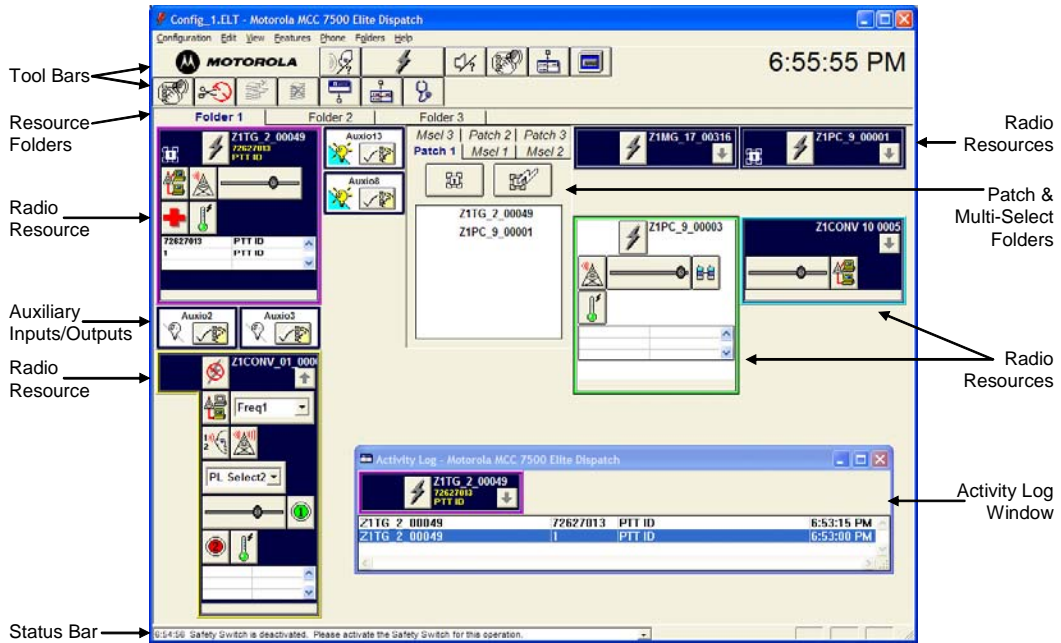


Figure 0-2: Elite Dispatch GUI

Network Management System (NMS) Description

This contract supplies one Network Management Terminal. The Network Management terminal allows Overland Park personnel to enable and disable radios in the system and to make configuration changes to their consoles.

Motorola shall provide network management tools as provided in the attached Technical and Implementation Documents, to include software applications that help manage a complex system and its component parts. These tools shall maximize available resources and minimize the System downtime and maintenance costs. The System infrastructure utilizes hardware and software provided by Motorola to include both Motorola and various third party vendors. Servers for management of the trunking system, the network components, and other system components shall share the same network, allowing the formation of a central unified management tool.

Industry standards describe the functionality of network management tools using the Open Systems Interconnect FCAPS model. The Motorola NMS offers effective and efficient solutions that address each of these FCAPS requirements. In summary, the Motorola NMS supports the following services listed in Table 0-1:

Motorola NMS Services

Function	Description
Fault management	Applications are included to monitor the status of the transport network and the individual infrastructure components; display fault information; forward alert information; and perform diagnostic procedures.
Configuration management	Facilities are provided to enter and maintain the operational parameters of the infrastructure components and subscribers.



Accounting management	The NMS supports system radio usage tracking via reporting software.
Performance management	Applications are included to monitor, report, control, and optimize the use of system resources.
Security management	The NMS includes features to set user privileges and control user access to view and/or modify information contained in the configuration databases.

One management Terminal shall be provided by Motorola. .

Overland Park Equipment

Console Positions

The Overland Park dispatch center will be supplied with the equipment, features, and functionality of the MCC 7500 console and associated equipment as noted above. There shall be nine positions total, which include the workstations, VPMs, speakers, dual foot pedal, monitor and microphone. Other components of the system to be provided the Customer are described below.

Archiving Interface Server

The Archiving Interface Server (AIS) shown in Figure 0-3, shall provide an interface between the radio system and the Nice logging recorder. This shall permit calls on the radio system to be recorded together with information associated with the calls. Certain non-voice radio system events (e.g., emergency alarms, changing tactical/normal selection on a talkgroup, changing frequencies on multi-frequency conventional stations, etc.) shall also be capable of being recorded on this system.

Motorola shall configure the third party recorder to monitor and record a set of radio system resources (trunked or conventional). The AIS shall be capable of monitoring those identified resources, passing call control information to the logging Subsystem via an API, and redirecting audio for those monitored channels to the logging Subsystem via the LAN. The logging recorder shall be capable of recording this information to storage media.

The logging Subsystem shall provide a user interface capable of allowing a user to identify events/calls that occurred on the radio system and provide the ability to choose, review and play back the audio for that call through a logging replay station. The logging sub-system shall reconstruct the replay audio from the vocoded samples that had been sent to the logging subsystem when the call occurred.

The AIS shall be capable of passing to the logging Subsystem the call control information and audio that is pertinent for each radio system resource that the user wants to record. The call control information passed to the logging Subsystem shall include identification of the talkgroup or channel having activity, identification of the user making the call (unit ID, unit alias), the type of call (talkgroup call, emergency call, etc.), and other information. All this information shall be logged by the logging subsystem and shall be available for display back to the user upon replay. These pieces of information shall be available as search criteria on the logging Subsystem's user interface, thus allowing a user to search the recorded information for the desired call(s).

Motorola shall rack mount and locate the AIS and recorder in the computer server room at the Overland Park Fire Training Center



NICE Logging Recorder

Motorola shall provide Customer with a NICE logging system fully integrated to the Customer's 911 and radio communications system and capable of working with the AIS. The NICE Call Focus III shall be capable of being accessed with Inform Workstations. Motorola shall install a firewall and switch as a component of the NICE logging system .

Backup Control Stations

Motorola shall provide nine XTL 2500 console control stations installed in the nine dispatching stations . Each XTL 2500 console shall form an independent backup of the MCC 7500 console. Each control station will replace the existing Harris backup radios located at each operator position. These nine control stations will re-use existing antenna line, combining equipment and antennas.

The console control stations will connect to a 12-port TXRX control station combiner. The control station combiner will connect to two 6.5 dB gain yagi antennas to be mounted on the roof of the Overland Park Fire Training Center.

MA/COM Control Stations

Motorola will re-locate two MA/COM control stations from 8500 Antioch and place them in the equipment room rack in the Overland Park Fire Training Center. These two control stations will connect to the MCC 7500 console via three CCGW ports. The two control stations shall provide Customer access to KCMO PD and Leawood PD.

These two control stations will connect to a four port TXRX control station combiner. The control station combiner will connect to two 6.5 dB gain yagi antennas to be mounted on the roof of the Overland Park Fire Training Center.

Conventional Channels

Motorola shall provide the Overland Park Police Department access to the following conventional radio resources:

- ◆ MERS.
- ◆ 800 NPSPAC.
- ◆ Intercity.
- ◆ Mutual AID.
- ◆ Johnson County Fire.

Each of these conventional radio resources appear at the Olathe (CCC) and will be available to Overland Park Police dispatchers via the Alcatel microwave network.

The MCC 7500 console will be provisioned with eight T1R1 ports. Three of these ports shall be allocated to KCMO PD and Leawood PD. The five remaining MCC 7500 console ports shall be allocated for future use.



These future use MCC 7500 console ports shall also be capable of connecting to EDACS control stations (OPPD supplied). These EDACS control stations shall be capable of being cross patched to P25 talkgroups to aid in migration from EDACS to P25.

Motorola shall insure that all conventional channels must be 600 ohm balanced audio using tone control. DC control is not supported with the MCC 7500 console. E&M control is supported.

Equipment Racks

Motorola shall provide customer one equipment rack to be approved by the Customer, to be placed in the computer room at the Overland Park Fire Training Center at a location to be approved by the Customer.

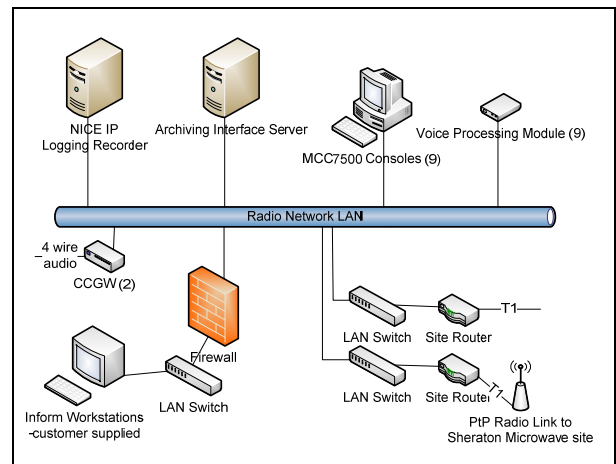


Figure 0-3: OPPD Dispatch Block Diagram



Power Consumption

Table 0-2: Power Consumption

Quantity	Description	Unit Watt's	Extended Watt's	BTU (Watt's*3.414)
1	Conventional Site Controller	180	180	615
9	VPM	150	1350	4609
1	AUX I/O Server	25	25	85
1	Orthogon PTP400 Power Supply	55	55	188
2	S2500 Router	40	80	273
2	CCGW	40	80	273
9	Operator Position PC	160	1440	4916
9	19 Monitor	190	1710	5838
2	HP 2626B Switches	72	144	492
9	XTL 5000 Consolette	130	1170	3994
3	MA/COM DESKTOP	130	390	1331
9	MC3000 Remote	10	90	307
1	Network Management Terminal	350	350	1195
1	I/O Shelf	14	14	14
		Total	7078	24164

ASTRO[®] 25 Subscriber Radio Overview

Customer Motorola shall provide Customer subscriber radios in the following tiers:

Table 0-3: Motorola Radio Tiers

Portable Radios	Mobile Radios
Basic Tier <ul style="list-style-type: none"> - XTS 1500 Model 1.5 - 96 Modes - 4 line, 12 Character Display 	Basic Tier <ul style="list-style-type: none"> - XTL 1500 Enhanced - 512 Modes - 1 line, 8 Character Display
Mid Tier <ul style="list-style-type: none"> - XTS 2500 Model II - 870 Modes - 6 Line, 12 Character Display - Navigation Key Pad - Encryption(*) - Ruggedized/Emersible (*) 	Mid Tier <ul style="list-style-type: none"> - XTL 2500 - 870 Modes - 4 line, 14 Character Display - Standard Microphone - Navigation Keys - Encryption (*) - Remote Mount (*) - Dual Control (*) - IV&D (*)

Customer Standard Features

Following is a partial list of standard features included in all Motorola's ASTRO[®] 25 Digital family of subscriber radios.



Trunking Features

Audible Status Tones

Trunked System Busy

If all voice channels are in use, the radio emits a busy tone, similar to a telephone busy tone. The busy tone indicates that the request for a voice channel has been recognized by the system. The user is then placed in a queue until channel assignment is made by the control channel.

Callback

When a radio in queue is assigned a voice channel, a series of three short tones indicates that a channel has been assigned and the conversation can begin. The user has approximately two seconds to start using the channel or the radio goes back to the control channel and will have to request a channel assignment once again.

Talk Permit

Each time the PTT switch is activated and a voice channel assignment is granted, a series of short tones (identical to callback tones) will signal the user that a channel has been assigned and he is free to begin the conversation. These tones may be turned off or on using the Radio Service Software programming.

Out of Range/Talk Prohibit

If a radio user attempts to transmit while out of range of the System, the radio generates a continuous low-pitched tone until the PTT switch is released. This tone is also generated when the radio is switched to an unprogrammed mode.

Selective Radio Inhibit

Selective Radio Inhibit allows the system manager to selectively deny an individual radio access to the radio system over the air through commands sent via the System management terminal. Once inhibited, the radio is inoperable until the dispatcher restores it to operation.

Dynamic Regrouping

Dynamic Regrouping enables a system manager to modify the talkgroup assignments of any individual radio from a system manager terminal. For example, a supervisor might use this feature to create specific groups for tactical operations, shift changes, or "storm plans".

Emergency Alarm/Emergency Call

Emergency Alarm/Emergency Call is used by radio operators to inform dispatch personnel of a life-threatening situation. In the emergency alarm feature, data is transmitted to dispatch via the control channel. This alerts the dispatcher of the emergency condition and identifies the unit sending the emergency signal. The emergency call feature is a type of dispatch operation, which gives the radio priority access to the System. The emergency call feature is programmable through RSS and is typically set up for the top of the queue. The call is then placed in the top of the queue in order to get access to the next available channel.

Push to Talk ID (PTT-ID)

Push to talk ID allows the radios to generate their ID so that the dispatcher can identify the radio caller currently speaking. The ID of the transmitting radio is automatically sent when



the PTT button is pressed. This ID is displayed on a properly equipped console. The ID's are displayed each time the push to talk is pressed.

Call Alert

The call alert function allows a caller to leave a "page" in an unattended radio. This prevents users from tying up airtime calling unattended radios. Since the page is both visual and auditory, this feature is particularly beneficial for radio users whose jobs frequently take them away from their radio, or who operate in a noisy environment. When the Call Alert is sent, the receiving radio will emit a series of tones until the user responds or resets the radio. Any button press will turn off the Call Alert indicators.

The radios can be programmed to operate Call alert in several different ways. Call Alert Encode only enables a radio programmed with this capability to initiate a call alert. Call Alert Decode only enables a radio to only receive call alert pages. A radio can also be programmed for both Call Alert Encode and Decode, so the user can place and receive calls. Limited Call Alert allows the user to only place calls from the preprogrammed list. With unlimited call alert, the user may place calls to unlimited radios using the keypad.

ASTRO® 25 Features

Full Spectrum Scan

The ASTRO® 25 Digital families of subscriber radios are capable of full spectrum scan. This feature allows the user to scan all frequencies for a control channel within the radio band range in addition to those frequencies that are pre-programmed via the Radio Service Software (RSS). This feature reduces the possibility of NOT being able to find all possible operating channels. Another advantage to users occurs when additional System capability (with new frequencies) is added. With full spectrum scan, radios do not have to be reprogrammed.

Field Programmable

The ASTRO® Digital radios allow you to program your radio through Motorola Radio Service Software (RSS). This easy to use Software permits you to conveniently program your radio based upon your System requirements.

FLASHport Capability

FLASHport provides System owners/operators with the ability to change, expand and modify their Systems without significant hardware obsolescence. With FLASHport capable radios, a customer can select only those System features needed today and upgrade them as the needs change.

Repeater/Direct

The repeater/direct feature allows you to bypass the repeater and talk directly to another radio. This is known as DIRECT operation or talk-around operation. The transmit frequency is the same as the receive frequency. In REPEATER operation, the user talks through the repeater, which increases the radio's operating range. The transmit frequency is not the same as the receive frequency.

Scan Operation

A key feature of the ASTRO® 25 simulcast network is that any talkgroup can be scanned by any radio, regardless of where either radio is located. Since simulcast transmissions are broadcasted at all sites, this allows for continuous system-wide scanning to take place.



The scan feature allows the user to monitor different conventional and/or trunked modes as well as trunked system talkgroups without changing the mode-select switch. There are three different types of scan lists available; Conventional Scan, Trunking Priority Monitor, and Talkgroup Scan.

In Conventional scan, the radio will scan for conventional channels looking for voice activity. When activity is located, the user will join the conversation already in progress. Conventional Scan allows 16 members per scan list and supports Non-priority or Priority scan.

In Trunking Priority Monitor, the radio will scan talkgroup modes on one system only looking for voice activity. When activity is located, the user will join the conversation already in progress. Trunking Priority Monitor is only available on Trunking systems and can scan contain 16 members per scan list, and scanning is limited to a single system.

In Talkgroup Scan, the radio will scan trunking talkgroups and conventional channels from more than one system looking for voice activity. When activity is located, the user will join the conversation already in progress. Talkgroup Scan allows 10 members per scan list and will not support priority scan. Talkgroup scan allows scanning across multiple systems.

Secure Operation (ADP)

Motorola's ADP Digital encryption provides signaling that makes it virtually impossible for others to decode any part of an encrypted message. Only radios with voice encryption technology and the proper decryption key are able to decode the information. This makes it virtually impossible for unauthorized parties to monitor the transmission.

Mobile / Portable Subscriber Tiering

Below is a brief listing and description of the specifications for the subscriber radio models being provided to Customer by Motorola.

Portable Radio Units

XTS 2500

The XTS 2500 includes digital trunking capability with a complete two-way radio feature set. As part of ASTRO[®]25 technology, the portable radios transmit 9.6kb/s of user information while operating on narrowband 12.5 kHz channels. The portable radios can operate on both wideband (25/30 kHz) and narrowband (12.5 kHz) channels, and on both Conventional and Trunked systems. The XTS 2500 also supports integrated voice and data.



XTS 1500

Features that are available in the XTS 1500 radio include but are not limited to:

- ◆ PTT-ID transmission
- ◆ Emergency Alert / Call
- ◆ 96 modes / talkgroups
- ◆ 15 conventional channels



Table 0-4: Portable Radio Feature Chart

Figure 0-4: XTS 1500

	XTS 2500	XTS 1500
Maximum # of Modes/Talkgroups	870	96
Mutual Aid / Conventional Channels	Yes	Yes
Models	II	1.5
PTT-ID	Yes	Yes
Talkgroup Calls	Yes	Yes
Emergency	Yes	Yes
Scanning	Yes	Yes
Private Call	NO	NO
Low Battery Indicator	Yes	NO
Remote Speaker / Mic	Yes	Yes
Alphanumeric Text Messaging	Yes	NO
Encryption Capable (Hardware – Fed Std)	Yes	NO
Encryption Capable (ADP)	Yes	NO
ASTRO [®] 25 & Smartnet Signaling	Yes	Astro 25
Priority Scanning	Yes	Non-Priority
Ruggedized Option	Yes	NO
12 Hr. optional Battery	Yes	NO
Integrated Voice & Data	Yes	NO
Bluetooth Capable	Yes-	NO



ASTRO® XTL 2500 Series Mobiles

CustomerTable 0-5: Mobile Radio Feature Chart

	XTL 2500	XTL 1500
Maximum # of Modes/Talkgroups	870	48 512
Mutual Aid / Conventional Channels	Yes	Yes
Models	One Only	One Only
PTT-ID	Yes	Yes
Talkgroup Calls	Yes	Yes
Emergency	Yes	Yes
Scanning	Yes	Non- Priority
Private Call	NO	NO
Alphanumeric Text Messaging	Yes	Yes-
Encryption Capable (Hardware – Fed Std)	One Key One Algorithm	n/a
Encryption Capable (Software – Less stringent)	Yes	Yes-
ASTRO® 25 & Smartnet Signaling	Yes	Astro 25
Priority Scanning	Yes	Non Priority
Integrated Voice & Data	Yes	Yes –
Bluetooth Capable	Yes-Future	n/a



Exhibit C-2
EQUIPMENT LIST

<u>Quantity</u>	<u>Nomenclature</u>	<u>Description</u>	<u>Cost</u>
MCC7500 DISPATCH:			
1	B1905	MCC 7500 ASTRO 25 SOFTWARE	
9	B1933	MOTOROLA VOICE PROCESSOR MODULE	
9	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIO	
9	CA01643AA	ADD: MCC 7500 TRUNKING OPERATION LI	
9	CA00147AF	ADD: MCC 7500 SECURE OPERATION	
9	CA00245AA	ADD: ADP ALGORITHM	
9	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	
9	DSE686772	19" LCD, BLACK WITH TOUCH 1928L	
9	DDN9973	Z400 MID TIER WORKSTATION WITH VIST	
9	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	
9	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH	
9	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0	
36	B1912	MCC SERIES DESKTOP SPEAKER	
9	B1914	MCC SERIES DESKTOP GOOSENECK MICROP	
18	B1913	MCC SERIES HEADSET JACK	
9	DSSL120	SPD, TYPE 3, 120VAC, 15A PLUG-IN WI	
18	DSVPR3MCC	PROTECTION MODULE FOR MCC 7500 OPER	
2	CLN1836	2610-24 ETHERNET SWITCH	
2	SQM01SUM0194	S2500 MULTIPROTOCOL WAN ROUTER	
2	CA01446AA	ADD: BASE ROUTER W/ T1 MODULE	
1	DDN9974	Z400 HIGH TIER WORKSTATION WITH VIS	
1	T7486	ASTRO 7.7 CLIENT APPLICATION SOFTWA	
1	DS019BLK	19" LCD, BLACK, NON-TOUCH	
1	DDN9657	CRYSTAL REPORTS 2008 (VISTA COMPAT	
1	DLN6692	HP LASERJET PRINTER CP3525DN 110V	
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0	
1	TRN7343	SEVEN AND A HALF FOOT RACK	
2	DSTSJ100BT	SPD, RJ-48 CONNECTED FOR T1/E1, 10/	
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS	
1	B1912	MCC SERIES DESKTOP SPEAKER	
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROP	
1	B1913	MCC SERIES HEADSET JACK	
1	DDN9973	Z400 MID TIER WORKSTATION WITH VIST	
1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU	



<u>Quantity</u>	<u>Nomenclature</u>	<u>Description</u>	<u>Cost</u>
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION	
1	CA00245AA	ADD: ADP ALGORITHM	
1	CLN1836	2610-24 ETHERNET SWITCH	
1	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD	
1	ST2513	S2500 ANALOG CONV TO IP IF KIT	
9	M21URM9PW1 N	XTL 2500 764-870MHZ, 10-35W	
9	G806	ENH: SOFTWARE ASTRO DIGITAL CAI	
9	G51	ENH: SOFTWARE SMARTZONE/SINGLESTONE	
9	G361	ENH: ASTRO PROJECT 25 TRUNKING SOFT	
9	G442	ADD: XTL 2500 CONTROL HEAD	
9	G444	ADD: CONTROL HEAD SOFTWARE	
9	G66	ADD: DASH MOUNT	
9	G89	ADD: NO ANTENNA NEEDED	
9	W382	ADD: CONTROL STATION DESK MICROPHON	
9	G142	DEL: OMIT SPEAKER	
9	G91	ADD: CONTROL STATION POWER SUPPLY	
9	W665	ADD: CONTROL STATION OPERATION	
9	G114	ENH: ENHANCED DIGITAL ID DISPLAY	
9	W947	ADD: RS232 & IV&D PACKET DATA INTER	
9	G996	ENH: OVER THE AIR PROGRAMMING	
9	G193	ADD: ADP PRIVACY SOFTWARE BASED	
9	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG	
1	RRDN7288A	IPMUX-24/FE/1T1/UTP/UTP/UTP	
1	RRDN7288A	IPMUX-24/FE/1T1/UTP/UTP/UTP	
1	01010208005	ODU-A 11GHZ, TR 490 & 500, LO, B7(1	
1	01010208006	ODU-A 11GHZ, TR 490 & 500, HI, B7 (
2	30010194001	50 OHM BRAIDED COAXIAL CABLE - 75 M	
2	85010089003	2.6' HP ANTENNA, 10.70 ~ 11.70 GHZ,	
2	WB3480AA	PTP 800 MODEM 1000/100BASET WITH CA	
2	WB3616A	COAXIAL CABLE INSTALLATION ASSEMBLY	
2	WB3618A	MAINS LEAD- US 3PIN TO C5 (PTP800	
2	WB3622A	AC-DC POWER SUPPLY CONVERTOR (NO LE	
2	WB3657A	LIGHTNING PROTECTION KIT (2XSPU+MOU	
2	RRDN7288A	IPMUX-24/FE/1T1/UTP/UTP/UTP	
1	WB3659	FCC M/W FREQ COORDINATION SERVICE	
1	WB3480AA	PTP 800 MODEM 1000/100BASET WITH CA	
4	WB2907D	LPU END KIT PTP 600 (2 KITS REQUIRE	
2	WB3176A	REEL, BBDGE CAT 5E CBLE 328' (100M)	
1	WB3225AA	PTP 49600 (5MHZ) INTEGRATED - LINK	
1	WB3263	PTP 49600 SOFTWARE KEY X --> 20 MHZ	



<u>Quantity</u>	<u>Nomenclature</u>	<u>Description</u>	<u>Cost</u>
1	WB3229AA	PTP 49600 (5MHZ) INTEGRATED - END	
9	RLN6098	HDST MODULE BASE W/PTT, 15' CBL	
1	DS9130T09004108	UPS, 9130 TOWER, 1KVA/900W, 1 HR 48	
30	RMN5078	SUPRAPLUS NC SINGLE MUFF HEADSET	
TOTAL MCC7500 DISPATCH:			\$509,694.78

NICE RECORDER:

1	B1905	MCC 7500 ASTRO 25 SOFTWARE
1	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE S
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	CA00245AA	ADD: ADP ALGORITHM
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0
1	DDN9973	Z400 MID TIER WORKSTATION WITH VIST
1	TT1092	MCC7500 30 CALL IP RECORDER
1	TT05229AA	ADD: IP LOGGING RECORDER FOR USE ON
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0
1	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT
1	CLN1836	2610-24 ETHERNET SWITCH
1	DDN8325	19" LCD DRAWER W/ KEYBOARD & MOUSE,

TOTAL NICE RECORDER:

\$73,182.50

XTL1500 MOBILE:

51	M28URS9PW1 N	XTL 1500 MOBILE 35 WATT, 764-870MHZ
51	G964	9600 ASTRO DIGITAL ENHANCE
51	G996	ENH: OVER THE AIR PROVISIONING
51	W484	ALT: ANTENNA 3DB GAIN 764-870MMZ
51	G24	ENH: 2 YEAR EXPRESS SERVICE PLUS

TOTAL XTL1500 MOBILES:

\$90,772.86

XTL5000 MOTORCYCLE RADIO:

6	M20URS9PW1 N	XTL 5000 MOBILE 10-35 WATT, 764-870
6	G806	ENH: SOFTWARE ASTRO DIGITAL CAI
6	G51	ENH: 3600 SMARTZONE OPERATION
6	G114	ENH: ENHANCED DIGITAL ID DISPLAY
6	G442	ADD: XTL5000 CONTROL HEAD
6	G138	ADD: XTL MOTORCYCLE CH SFWR
6	G444	ADD: CONTROL HEAD SOFTWARE
6	G67MTCL	ADD: REMOTE MOUNT MOTORCYCLE



<u>Quantity</u>	<u>Nomenclature</u>	<u>Description</u>	<u>Cost</u>
6	G174	ADD: ANTENNA 3DB LOW-PROFILE 764-87	
6	W22	ADD: MOTORCYCLE PALM MICROPHONE	
6	B18	ADD: AUXILARY SPEAKER SPECTRA MOTOR	
6	W15	ADD: BLACK WEATHER RESISTANT MOTORC	
6	G361	ENH: ASTRO PROJECT 25 TRUNKING SOFT	
6	G996	ENH: PROGRAMMING OVER P25	
6	G193	ADD: ADP PRIVACY SOFTWARE BASED	
6	W947	ADD: RS232 & IV&D PACKET DATA INTER	
6	G24	ENH: 2 YEAR REPAIR SERVICE ADVANTAG	

TOTAL XTL5000 MOTORCYCLE RADIO: \$24,384.18

XTS2500 MODEL II PORTABLE:

178	H46UCF9PW6BN	XTS2500 762-870MHZ/ 1-3W/ 870 CHANN
178	Q574	ENH: SOFTWARE TRUNKING 9600 BAUD
178	G996	ENH: PROGRAMMING OVER P25
178	Q947	ENH: RADIO PACKET DATA
178	Q667	ENH: ADP PRIVACY
178	Q696	ALT: ANTENNA 1/2 WAVE 7" WHIP 700/8
178	QA00774	ALT: IMPRES BATTERY, LITH, 2700 MAH
178	H885BK	ENH: 2 YEAR REPAIR SERVICE ADVANTAG

TOTAL XTS2500 MODEL II PORTABLE: \$508,955.40

XTS1500 MODEL 1.5 PORTABLE:

78	H66UCD9PW5BN	ASTRO DIGITAL XTS1500 MODEL 1.5 764
78	Q574BJ	ENH: TRUNKING 9600 BAUD
78	Q947	ENH: RADIO PACKET DATA
78	G996	ENH: OVER THE AIR PROVISIONING
78	Q667	ENH: ADP PRIVACY
78	Q696	ALT: ANTENNA 1/2 WAVE 7" WHIP 700/8
78	QA00774	ALT: IMPRES BATTERY, LITH, 2700 MAH
78	H885	ENH: TWO (2) YEAR EXPRESS SERVICE P
78	NNTN7335A	FINAL ASSEMBLY, BATTERY, JEDRAY LII

TOTAL XTS1500 MODEL 1.5 PORTABLE: \$123,261.06

XTL1500 CONTROL STATION:

11	M28URS9PW1 N	XTL 1500 MOBILE 35 WATT, 764-870MHZ
11	G964	9600 ASTRO DIGITAL ENHANCE
11	G996	ENH: OVER THE AIR PROVISIONING
11	G89	ADD: NO ANTENNA NEEDED
11	G91	ADD: CONTROL STATION POWER SUPPLY



<u>Quantity</u>	<u>Nomenclature</u>	<u>Description</u>	<u>Cost</u>
11	G798	ADD: CONTROL STATION MOUNT	
11	W382	ADD: CONTROL STATION DESK MICROPHON	
11	G24	ENH: 2 YEAR EXPRESS SERVICE PLUS	

TOTAL XTL1500 CONTROL STATION: \$22,761.86

SUBSCRIBER ACCESSORIES:

178	NNTN7335A	FINAL ASSEMBLY, BATTERY, JEDRAY LII
154	RMN5038	REMOTE SPEAKER MICROPHONE WITH EMER
240	NNTN4116	LEATHER CASE W/HIGH ACTIVITY 2.5" S
26	BDN6667	EARPIECE WITH MICROPHONE & PTT COMB
58	WPLN4208B	IMPRES XTS VEHICULAR CHARGER
46	WPLN4108 R	IMPRES MULTI UNIT CHARGER - 110V US
22	RLN5314	RECEIVE ONLY EARPIECE, BEIGE W/EXTE
16	NTN1873	CHARGER, IMPRES RAPID RATE, 110V US

TOTAL SUBSCRIBER ACCESSORIES: \$71,661.70

GRAND TOTAL EQUIPMENT: \$1,424,674.34

SERVICES:

GROUNDING	\$55,760.37
INSTALLATION & PROGRAMMING (324) NEW UNITS	\$41,360.84
NEW TEMPLATE DEVELOPMENT	\$8,000.00
SUBSCRIBER TRAINING (Removed from Proposal)	\$ -
SIREN CONTROL - FEDERAL SIGNAL SSP3000 EQUIPMENT	\$117,353.00
SIREN CONTROL - FEDERAL SIGNAL SSP3000 INSTALLATION	\$26,267.00
CONSOLE INSTALLATION, PROJECT MANAGEMENT, TESTING SERVICES	\$252,495.00
CONSOLE ADMINISTRATIVE TRAINING ONLY	\$3,318.00
VOICE PRODUCTS RECORDER SERVICES	\$23,438.04



<u>Quantity</u>	<u>Nomenclature</u>	<u>Description</u>	<u>Cost</u>
REBANDING RADIO SERVICES:			
		P25 Rebanding Upgrade Kits (110 Units) (Rebanding Radio warranty will commence upon beneficial use.)	\$64,630.30
		PROGRAM AND INSTALL 257 REBANDING RADIOS	\$87,880.00
		REMOVAL OF 12 CONTROL STATIONS TO RETURN TO SPRINT/NEXTEL	\$ 6,000.00
		FREIGHT TO RETURN 684 RADIOS TO SPRINT/NEXTEL	\$ 6,400.00
		VERIFICATION OF 684 RADIOS TO BE RETURNED TO SPRINT/NEXTEL	\$17,100.00
TOTAL PROJECT:			\$2,134,676.80
Q2 DISCOUNT			\$ (56,296.20)
CONTRACT TOTAL IF CONTRACT IS SIGNED BY 6/30/11:			\$2,078,380.60



Exhibit C-3

STATEMENT OF WORK

Statement of Work

Contract

This Statement of Work (SOW) provides the most current understanding of the work required by both parties to ensure a successful project implementation. The parties acknowledge that the sequence of work stated in this SOW is not intended to be a required chronological standard of performance and the Parties intend and mutually agree to perform the various work in the order deemed appropriate to an effective and successful project implementation.

Contract Execution (Milestone)

The Customer and Motorola execute the Communications System Agreement and both parties receive all the necessary documentation.

Contract Administration

Motorola Responsibilities

- ◆ Assign a Project Manager, as the single point of contact with authority to make project decisions.
- ◆ Assign resources necessary for project implementation.
- ◆ Set up the project in the Motorola information system.
- ◆ Schedule the project kick-off meeting with the Customer.
- ◆ Attend periodic project meetings as set by the Customer to execute project.

Customer Responsibilities

- ◆ Assign a Project Manager, as the single point of contact responsible for Customer signed approvals.
- ◆ Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

Completion Criteria

- ◆ Motorola internal processes are set up for project management.
- ◆ Both Motorola and the Customer assign all required resources.
- ◆ Project kickoff meeting is scheduled.



Project Kickoff

Motorola Responsibilities

- ◆ Conduct a project kickoff meeting.
- ◆ Ensure key project team participants attend the meeting.
- ◆ Introduce all project participants attending the meeting.
- ◆ Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- ◆ Review the overall project scope and objectives with the Customer.
- ◆ Review the resource and scheduling requirements with the Customer.
- ◆ Review the Project Schedule with the Customer to address upcoming milestones and/or events.
- ◆ Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.
- ◆ Review the System Design, Statement of Work, Project Schedule and Acceptance Test Plans.
- ◆ Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- ◆ Submit final design documents and Plan to the Customer for approval.

Customer Responsibilities

- ◆ The Customer's key project team participants attend the meeting.
- ◆ Review Motorola and Customer responsibilities.

Completion Criteria

- ◆ Project kick-off meeting completed.
- ◆ Meeting notes identify the next action items.

Design Approval (Milestone)

- ◆ The City of Overland Park executes a Design Approval milestone document.

Order Processing

Process Equipment List

Motorola Responsibilities

- ◆ Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- ◆ Enter order into Motorola's Customer Order Fulfillment (COF) system.
- ◆ Create Ship Views, to confirm with the Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- ◆ Create equipment orders.



- ◆ Reconcile the equipment list(s) to the Contract.
- ◆ Procure third-party equipment if applicable.

Customer Responsibilities

- ◆ Approve shipping location(s).
- ◆ Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria

- ◆ Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- ◆ Trial validation completed.
- ◆ Bridge the equipment order to the manufacturing facility.

Manufacturing and Staging

Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities

- ◆ Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Customer Responsibilities

- ◆ None.

Completion Criteria

- ◆ FNE shipped to either the staging facility or the field.

Manufacture Non-Motorola Equipment

Motorola Responsibilities

- ◆ Manufacture (third party equipment suppliers) non-Motorola equipment necessary for the system based on equipment order.

Customer Responsibilities

- ◆ None.

Completion Criteria

- ◆ Ship non-Motorola manufactured equipment to either the staging facility or the field.

Manufacture Motorola Subscribers

Motorola Responsibilities:



- ◆ Manufacture the subscribers necessary for the system, based on equipment order and project schedule.

Customer Responsibilities:

- ◆ None.

Completion Criteria:

- ◆ Subscribers (mobile or portable radios) shipped to the field.

Develop Templates

Motorola Responsibilities:

- ◆ Motorola assists the Customer in defining each radio/console template limited to the quantity in the final equipment list and pricing section.
- ◆ Motorola participates in a meeting to finalize any changes among user groups.
- ◆ Program the approved templates into a radio-programming template tool.
- ◆ Program sample radios with approved templates and deliver for the Customer evaluation.

Customer Responsibilities:

- ◆ User groups create templates in a spreadsheet format.
- ◆ Forward electronic copies of the spreadsheets to the Project Team for the Team's review and comment.
- ◆ Evaluate sample radios and provide feedback.
- ◆ Approve templates.

Completion Criteria:

- ◆ Templates completed and approved by the Customer.

Ship to Staging (Milestone)

- ◆ Ship all equipment needed for staging to Motorola's factory staging facility (CCSi).

Stage System

Motorola Responsibilities

- ◆ Set up and rack the system equipment on a site-by-site basis, as it will be conducted in the field at each of the transmitter/receiver sites.
- ◆ Cut and label cables according to the approved CDR documentation.
- ◆ Label the cables with to/from information to specify interconnection for field installation and future servicing needs.
- ◆ Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).
- ◆ Assemble required subsystems to assure system functionality.



- ◆ Power up, program, and test all staged equipment.
- ◆ Confirm system configuration and software compatibility to the existing system.
- ◆ Load application parameters on all equipment according to input from Systems Engineering.
- ◆ Complete programming of the Fixed Network Equipment.
- ◆ Inventory the equipment with serial numbers and installation references.
- ◆ Complete system documentation.
- ◆ Third party subsystems may be staged at the manufacturer's facilities and integrated in the field.
- ◆ Provide a Factory Acceptance Test Plan.

Customer Responsibilities

- ◆ Provide information on existing system interfaces as may be required.
- ◆ Provide information on room layouts or other information necessary for the assembly to meet field conditions.

Completion Criteria

- ◆ System staging completed and ready for testing.

Perform Staging Acceptance Test Procedure

Motorola Responsibilities

- ◆ Test and validate system software and features.
- ◆ Functional testing of standard system features.
- ◆ Power-up site equipment and perform standardized functionality tests.
- ◆ Perform system burn-in 24 hours a day during staging to isolate and capture any defects.

Customer Responsibilities

- ◆ None.

Completion Criteria

- ◆ Approve Factory Acceptance Testing.

Ship Equipment to Field

Motorola Responsibilities

- ◆ Pack system for shipment to final destination.
- ◆ Arrange for shipment to the field.

Customer Responsibilities

- ◆ None.

Completion Criteria



- ◆ Equipment ready for shipment to the field.

CCSi Ship Acceptance (Milestone)

- ◆ All equipment shipped to the field.

Site Development

Customer Dispatch and Equipment Room Grounding

The civil and site development work related to the Overland Park Dispatch and Equipment Room grounding enhancements is limited to the following.

Interior Grounding

Room A117, Dispatch Room

Room A117 consists of dispatch console positions on a raised floor. Network cabling and console power supply are routed under the approx. 8” raised floor. An existing equipment grounding system was not identified in this room. The following upgrades will be made:

- ◆ All dispatch console positions shall be grounded in accordance with Motorola R56 Section 5.8.3 ‘Grounding and Protection of Network Operator Positions and Work Areas’.
- ◆ Provide and install new ground buss at each console position
- ◆ Provide and install new sub-system ground bus (SSGB) collector under raised floor.
- ◆ Tie console position bus bars into the SSGB with grounding conductor, and connect the SSGB to the MGB in room A120

Room A120, Equipment Room

Room A120 consists of communication and server rack equipment on a raised floor. Network and data cabling to the dispatch room are routed under the approx. 8” raised floor. An existing ground bus bar is located in the northwest corner of the room. The 24” master ground bus bar (MGB) is mounted to the floor with insulated stand-offs. A bare stranded copper lead is attached to the MGB and runs along the perimeter of the room. This perimeter grounding lead (halo) also has interior leads which run parallel to the equipment rows and are connected to the halo at both ends of the room. Two additional leads are connected to the MGB and run through the north wall into the electrical room A121. The leads are connected to the cold water service line and to building steel within the electrical room.

The room accommodates 4 rows of equipment; the equipment is powered from overhead receptacle drops from the plenum ceiling. These receptacles are powered from power panels CP-1 & CP-2 both of which are fed from a UPS. A cable



management system exists above the equipment racks with sufficient spacing for cable routing between equipment racks.

The existing grounding system does not have any connections to equipment or ancillary equipment within Room A120 to date. The following upgrades will be made by Motorola:

- ◆ Implement Master and Sub System grounding in accordance with Motorola R56 Section 5.3 ‘Grounding (Earthing) System Components and Installation Requirements’.
- ◆ Make grounding connections in accordance with Motorola R56 Section 5.4 ‘Connection Methods for Internal Grounding (Earthing) System’.
- ◆ Provide and install new rack mounted ground bus (RGB) on equipment racks, one each equipment rack.
 - Tie each RGB into existing MGB with grounding conductor.
- ◆ Modify existing sub-floor IPGB to R56 compliance
 - Remove (2) existing conductors connected to IPGB at both ends
 - Tie all ancillary equipment into existing IPGB
 - ◆ Door Frames
 - ◆ Conduits
 - ◆ Equipment Chassis
 - ◆ Non-electrical metallic equipment
- ◆ Update cable rack jumpers to jacketed 2-hole lug connections per R56
 - Tie cable rack system into existing MGB with grounding conductor
- ◆ Provide and install Type 1 TVSS on equipment electrical panel
- ◆ Ground all equipment and ancillary items identified within Motorola R56 Section 5.5 ‘Bonding Equipment to Internal Grounding (Earthing) System’ in accordance to that Section’s guidelines.

Room A121, Electrical Room

Room A121 is an electrical distribution room. The main power service disconnect, transformers, and Uninterruptible power supplies (UPS) are located in this room. The electrical panels CP-1 and CP-2, in room A120, are backed up by an existing UPS. These panels also have identical dedicated transformers for providing power service. These Transformers are currently grounded to structural steel at the roof level of this basement room. All electrical equipment appears to be grounded to structural steel; however, no surge suppression devices could be identified along the supply of power from the utility disconnect and generator automatic transfer switch to the power sub panels CP-1 and CP-2.

Room A121 contains sleeved penetrations for future RF cabling from the basement level to near the roof elevation. This location is considered the initial interior entry for RF cabling and does not currently have an adequate grounding or surge suppression system. The existing grounding / power system does not support adequate surge suppression installation. The following upgrades will be made by Motorola:



- ◆ Upgrade existing UPS system to conform to Motorola R56 Section 6.5 ‘Uninterruptible Power Supplies’.
- ◆ Upgrade existing AC power system to include surge protection devices as described within Motorola R56 Section 7.4 ‘AC Power SPD Requirements’.
- ◆ Provide required grounding and surge suppression for all RF equipment to be properly installed as identified in Motorola R56 Section 5.5 ‘Bonding Equipment to Internal Grounding (Earthing) System’ with an emphasis on sub section 5.5.1.8 ‘Surge Protection Devices (SPDs)’ and Section 7.6 ‘RF Components Protection’.
- ◆ Provide and install new SSGB bus within 24” of antenna coax point of entry into room and ground coax to bus
 - Tie SSGB into existing MGB in equipment room A120 with grounding conductor
- ◆ Verify / Upgrade existing grounding connection to building steel per R56 approved method.

Building Exterior

The ground space adjacent to the northwest building corner contains the utility provider’s pad mounted transformer, the building back up 810kW Generator, and a single driven ground rod. The ground rod has a mechanically connected lead which then penetrates the exterior wall and terminates in the electrical room A121. The existing exterior grounding system is not connected in a Motorola R56 compliant manner to the common electrode grounding system. The following upgrades will be made by Motorola:

- ◆ Upgrade Existing ground rod installation to meet the guidelines of Motorola R56 Section 4.4.1 ‘Grounding (Earthing) Electrodes’.
- ◆ Expand the existing driven rod installation into a radial installation as defined within Motorola R56 Section 4.4.1.7 ‘Radial (Counterpoise) Grounding Conductors’.
- ◆ Provide and install new external ground bus (EGB) on rooftop with down conductor to new grounding radial
- ◆ Provide and install 5 driven ground rods (radial) with exothermic grounding conductor connections to replace existing single driven rod.
 - Connect existing grounding conductor to radial with exothermic connection.
 - Connect down conductor from new rooftop EGB to radial with an exothermic connection.

Additional Site Development at Dispatch and Sheraton Sites

The additional civil and site development work to be performed by Motorola in this proposal includes and is limited to the following.



Site Scope Summary

- ◆ Structures to be used for PTP antennas –Dispatch (existing rooftop site), Overland Park Fire Training Center Tower (existing tower) and Sheraton Site (existing rooftop site).

Motorola Will:

Site Engineering

- ◆ Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals or work.

Customer Will:

- ◆ Review and approve site design drawings within seven calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required due to errors or omissions, the Customer shall review and approve the re-submitted plans within seven calendar days from the date of submittal.
- ◆ Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- ◆ Provide clear and stable access road to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- ◆ Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna mounting structures.
- ◆ Provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola to conduct a structural analysis.
- ◆ .

Assumptions

- ◆ All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday - 7:30 a.m. - 5:00 p.m.).
- ◆ Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- ◆ If extremely harsh or difficult weather conditions exist that delay the site work for over a week, and then Motorola will seek excusable delays rather than risk job site safety.
- ◆ AM detuning or Electro-magnetic emission studies will not be required.



- ◆ Structural and foundation drawings of the antenna support structure will be made available to preclude the need for ultrasonic testing or mapping of existing tower structural members.
- ◆ Lead paint testing of existing painted towers has not been included.
- ◆ On the existing tower, the antenna locations for the proposed antenna system design would be available at the time of installation.
- ◆ Existing antenna support structures is structurally capable of supporting the new antenna, cables and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
- ◆ Existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables.
- ◆ Structural analysis for towers or other structures that have not been performed by Motorola will relinquish Motorola from any responsibility for the analysis report contents and/or recommendation therein.

Completion Criteria

- ◆ All site development completed, and approved by Overland Park.

Installation

Overland Park Dispatch Site & Sheraton Site

Motorola Responsibilities

- ◆ Install the nine (9) MCC 7500 Console Operator Positions as specified by the Equipment List, and System Description on customer owned, existing desk space.
- ◆ Each operator position includes:
 - Keyboard and Mouse.
 - 19" touch LCD monitor.
 - VPM interface shelf.
 - Four (4) speakers, two (2) headset jacks, desktop gooseneck microphone, and footswitch.
 - Control Station “Mobile in a Tray” (for back-up).
 - Nine (9) XTL2500 Back-up control stations. MCC 7500 Archiving Interface Server.
 - MCC 7500 30 Call IP Recorder.
 - Firewall for Inform Access.
 - Replay workstation.
 - Ethernet Switch.
 - Site Router and Conventional Channel Gateways.
 - Conventional Site Controller.



- ◆ Install Integrated PTP Radio on rooftop of Dispatch Building.
- ◆ Install Integrated PTP Radios (Qty 2) at the Overland Park Fire Training Center Tower.
- ◆ Install Integrated PTP Radio on rooftop of Sheraton Building.
- ◆ Ground and Power all equipment.
- ◆ Connect existing conventional resources to Conventional Channel Gateways.
- ◆ Bolt down rack, ground racks and provide any necessary inter-cabling at site.
- ◆ Connect equipment to the existing customer provided UPSs.
- ◆ Connect the appropriate equipment to the Customer supplied ground system in accordance with Motorola's R56 Site Installation Standards.
- ◆ Perform the console programming.

Customer Responsibilities

- ◆ Provide console templates as required for programming.
- ◆ Provide existing power & UPS.
- ◆ Provide storage location for the Motorola-provided equipment.
- ◆ Provide any necessary floor and rack space for new equipment.
- ◆ Receive and inventory all equipment.
- ◆ Provide access to the sites, as necessary.
- ◆ Provide Inform workstations.
- ◆ Provide demarcation point.

Completion Criteria

- ◆ Console installation is complete.

Console Installation Complete

- ◆ Console and FNE installation completed and accepted by the Customer.

System Installation Acceptance (Milestone)

- ◆ All equipment installations are completed and accepted by the Customer.

System Optimization

Optimize System FNE

Motorola Responsibilities

- ◆ Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- ◆ Verify that all audio and data levels are at factory settings.
- ◆ Motorola and its subcontractors optimize each subsystem.
- ◆ Verify communication interfaces between devices for proper operation.
- ◆ Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration.



- ◆ Integrate the consoles at Overland Park Dispatch to the Johnson County system to ensure proper operation.
- ◆ Optimize the NICE Inform network including firewall set-up.

Customer Responsibilities

- ◆ Provide access/escort to the sites.
- ◆ Define the talkgroups to be recorded by the logging recorder.

Completion Criteria

- ◆ System optimization is complete.

PTP Link Verification

Motorola Responsibilities

- ◆ Perform PTP Antenna Alignment.
- ◆ Perform System Optimization.
- ◆ Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.
- ◆ Complete the backup connection to the Master Site.

Customer Responsibilities

- ◆ Provide access/escort to the sites.
- ◆ Provide V-LAN Demarc Connections for the back-up connection.

Completion Criteria

- ◆ Link verification successfully completed.

Optimization Complete

- ◆ System optimization is completed. Motorola and the Customer agree that the equipment is ready for acceptance testing.

Training

Perform Subscriber Training

Motorola Responsibilities:

- ◆ none

Customer Responsibilities:

- ◆ Ensure all users are trained in accordance with the project timeline, and prior to any user cutover.



Completion Criteria:

- ◆ All training classes completed.

Perform Console Training

- ◆ NICE logging and MCC 7500 Admin training is included in this proposal.

Motorola Responsibilities

- ◆ Finalize training schedules purchased as part of this project with the Customer Project Manager.
- ◆ Conduct the training classes.

Customer Responsibilities

- ◆ Attend training classes.
- ◆ Comply with the pre-requisites.

Completion Criteria

- ◆ All training classes completed.

Training Complete

- ◆ All training classes completed.

Subscriber Installation

Program and Install Mobiles and Vehicular Chargers

Motorola Responsibilities:

- ◆ Program test mobiles with each template version and activate them on the system.
- ◆ Pass all features and functionalities of the mobile template.
- ◆ Once all templates and client software is tested and approved by the Customer, Motorola requests template acceptance sign-off.
- ◆ Program all the mobiles, as identified in the equipment list, in accordance with the Customer-approved programming templates, client software, and fleetmap.
 - In addition, Motorola has provided programming and installation services for the 257 mobiles and portables procured through Rebanding. It is the responsibility of Overland Park to make these radios available in accordance with the project schedule to complete programming and installation services.
 - Motorola has also included sourcing and installation of the Federal Signal SSP3000 Sirens Control for 95 vehicles.
- ◆ Work with the Customer to develop and approve prototypes for each type of mobile installation.
- ◆ Install all the mobiles and vehicular chargers in the vehicles, as identified in the equipment list, and according to the installation schedule.
- ◆ The following guidelines are followed during installation:



- A “one-time only” programming charge is included in the project price.
- If removal of additional existing radios is required, or a separate trip to remove these radios is necessary, such work will require updating the contract documents accordingly.
- Installations utilize the standard mobile mounting hardware provided with the type of unit.
- Obtain main power leads from a voltage source as supplied in the mobiles.
- Permanently mount the antennas on each vehicle according to the approved prototype, appropriate for the vehicle type. Install the antennas close to the same location as the existing antennas, where practical, in vehicles that already have antennas installed. Install the antennas on the roof, where practical, on the new antenna installations.
- Motorola will determine an alternative location, whenever the antennas cannot be installed on the roof.
- Plug the old antenna hole with an appropriate rubber plug, if the antenna requires a new location on the vehicle.
- ◆ Remove existing mobile from the vehicle.
- ◆ In addition Motorola shall provide programming and installation for the 220 mobile radios procured through the rebanding process.

Customer Responsibilities:

- ◆ Test and verify each feature selected.
- ◆ Approve successful testing of each feature by initialing each test shown on the test script.
- ◆ Provide adequate number of vehicles for installations, according to the project/installation schedule.
- ◆ If any installations require variations from the approved plan, the Customer must approve, before proceeding with the variance.

Completion Criteria:

- ◆ All mobiles are programmed and installed successfully and approved by the Customer.

Program and Distribute Portables

Motorola Responsibilities:

- ◆ Program test portables with each template version and activate them on the system.
- ◆ Once all templates and client software is tested and approved by the Customer, Motorola requests written approval of template acceptance.
- ◆ Program all the portables, as identified in the equipment list, based upon the Customer approved programming templates, client software, and fleetmap. A “one-time only” programming is included in the project pricing.



- In addition, Motorola shall provide programming and installation services for the 37 portable radios procured from Johnson County. . It is the responsibility of Overland Park to make these radios available in accordance with the project schedule to complete programming and installation services.
- ◆ Deliver units to authorized Customer personnel and inventory upon receipt.

Customer Responsibilities:

- ◆ Approve final template(s) and initiate portable programming.
- ◆ Upon receipt of portables, a Customer-authorized signatory acknowledges receipt of all portables and accessories and proper operation of a sampling of portables.
- ◆ Distribute the portables to end users.

Completion Criteria:

- ◆ All portables are successfully programmed and approved by the Customer.

Subscribers Complete

- ◆ All Subscribers are programmed and/or distributed/installed successfully, and approved by the Customer.

Certify and Ship Harris Radio Equipment to Sprint and accept Harris Radios on Behalf of Sprint.

Motorola Responsibilities:

- In accordance with the requirements of the FRA between the Customer and Sprint Nextel, a copy of which shall be provided to Motorola, Motorola shall certify the functionality of Harris radio equipment and ship the equipment as required by the FRA to Sprint Nextel or accept the Harris radios on behalf of Sprint as required by the FRA.
- Should Sprint Nextel reject any of the certified Harris equipment Motorola shall be responsible for verifying the functionality of the radio equipment and working with the Customer to satisfy the requirements of the FRA either by shipping the recertified equipment to Sprint or arranging a satisfactory alternative provided for in the FRA.

Customer Responsibilities:

- Customer shall make available to Motorola at a site agreed to by the parties all of the Harris radio equipment required to be returned to Sprint/Nextel pursuant to the FRA between Customer and Sprint/Nextel.



- Customer shall assist Motorola in resolving any certification and other issues necessary to complete the shipping of certified radio equipment to Sprint/Nextel.

Audit and Acceptance Testing

Perform R56 Audit

Motorola Responsibilities

- ◆ Perform R56 site-installation quality-audit at Overland Park Dispatch location, verifying proper physical installation and operational configurations.
- ◆ Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's R56 Standards and Guidelines for Communication Sites and provide written verification to Customer.
- ◆ Correct Motorola owned R56 deficiencies as required per the R56 Site Audit.
- ◆ Complete R56 site improvements for Motorola Radio System.

Customer Responsibilities

- ◆ Provide access/escort to the sites.
- ◆ Witness tests.

Completion Criteria

- ◆ All R56 Standards and Guidelines for Communication Sites audits completed successfully.

Perform Functional Testing

Motorola Responsibilities

- ◆ Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted in the Functional Acceptance Test Plan presented prior to the commencement of the test.
- ◆ Test individual components of the system to verify compliance to the equipment specifications.
 - MCC 7500 Console Operator Position Testing.
 - NICE IP Logging Recorder Testing.
- ◆ If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- ◆ Document all issues that arise during the acceptance tests.
- ◆ Document the results of the acceptance tests and present to the Customer for review.
- ◆ Resolve any minor task failures before Final System Acceptance.
- ◆ No coverage guarantee is implied or included with this proposal.



Customer Responsibilities

- ◆ Witness the functional testing.

Completion Criteria

- ◆ Successful completion of the functional testing.
- ◆ Customer approval of the functional testing.

System Acceptance Test Procedures (Milestone)

- ◆ Customer approves the completion of all the required tests.

Cutover

Motorola Responsibilities

- ◆ Motorola and the Customer develop a mutually agreed upon cutover plan based upon discussions held during the project kickoff
- ◆ Decommission existing console equipment and move to a mutually agreeable storage site.
- ◆ During cutover, follow the written plan and implement the defined contingencies, as required.
- ◆ Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

Customer Responsibilities

- ◆ Attend cutover meetings and approve the cutover plan.
- ◆ Notify the user group(s) affected by the cutover (date and time).

Completion Criteria

- ◆ Successful migration from the old system to the new system.

Resolve Punchlist

Motorola Responsibilities

- ◆ Work with the Customer to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Customer Responsibilities

- ◆ Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria



- ◆ All punchlist items resolved and approved by the Customer

Transition to Service/Project Transition Certificate

Motorola Responsibilities

- ◆ Review the items necessary for transitioning the project to warranty support and service.
- ◆ Provide a Customer Support Plan detailing the warranty and post warranty support, if applicable, associated with the Contract equipment.

Customer Responsibilities

- ◆ Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria

- ◆ All service information has been delivered and approved by the Customer.

Finalize Documentation

Motorola Responsibilities

- ◆ Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:
 - Site Block Diagrams.
 - Site Equipment Rack Configurations.
 - ATP Test Checklists.
 - Functional Acceptance Test Plan test sheets and results.
 - Equipment Inventory List.

Customer Responsibilities

- ◆ Receive and approve all documentation provided by Motorola.

Completion Criteria

- ◆ All required documentation is provided and approved by the Customer.

Final Acceptance (Milestone)

- ◆ All deliverables completed, as contractually required.
- ◆ Final System Acceptance received from the Customer. Project Administration

Project Status Meetings

Motorola Responsibilities

- ◆ Attend all project status meetings with the Customer, as determined during the CDR.
- ◆ Record the meeting minutes and supply the report.



- ◆ The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service related issues that may affect the Project Schedule.
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
 - Any miscellaneous concerns of either the Customer or Motorola.

Customer Responsibilities

- ◆ Attend meetings.
- ◆ Respond to issues in a timely manner.

Completion Criteria

- ◆ Completion of the meetings and submission of meeting minutes.

Progress Milestone Submittal

Motorola Responsibilities

- ◆ Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities

- ◆ Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria

- ◆ The Customer approval of the Milestone Completion document(s).



Exhibit C-4

ACCEPTANCE TEST PLAN

Acceptance Test Plan
MCC 7500 Features

Multigroup Call

1. DESCRIPTION

This trunking feature allows an equipped console operator position to transmit an announcement to several different talkgroups simultaneously. As with Talkgroup Calls, multigroup calls operate across sites as well as within the same site.

SETUP

- RADIO-1 - TALKGROUP 1
- RADIO-1 - SITE - SITE 1
- RADIO-2 - TALKGROUP 2
- RADIO-2 - SITE - SITE 2
- RADIO-3 - TALKGROUP 3
- RADIO-3 - SITE - SITE 3 (SITE 1 if only 2 Sites)
- RADIO-4 - RANDOM
- RADIO-4 - SITE - SITE 4 (SITE 2 if only 2 Sites)
- CONSOLE-1 - ATG

* TALKGROUP 1, TALKGROUP 2, & TALKGROUP 3 are members of ATG 1.

* RANDOM is any talkgroup not a member of ATG 1.

* Multigroups are set up through both the UCM and the Subscriber Programming software.

VERSION #1.120

2. TEST

- Step 1. Using CONSOLE-1, select the ATG 1 resource, which corresponds to TALKGROUP 1, TALKGROUP 2, and TALKGROUP 3.
- Step 2. Initiate the Multigroup Call from CONSOLE-1.
- Step 3. Observe that RADIO-1, RADIO-2 and RADIO-3 receive the Multigroup Call.
- Step 4. Verify that RADIO-4 does not receive the Multigroup Call because it is not a member of ATG 1.
- Step 5. Answer the Multigroup Call using RADIO-1 and observe CONSOLE-1 receives the response.
- Step 6. Verify that if the call is answered within the repeater hang time, the console will receive the call on the ATG 1 resource tile, otherwise the console will receive the call on the TALKGROUP 1 tile.
- Step 7. Verify that if the call is answered within the repeater hang time, RADIO-2 and RADIO-3 will monitor that call.

Pass ____ Fail ____



MCC 7500 Features

Call Alert Page

1. DESCRIPTION

Call Alert Page allows a subscriber/dispatcher to selectively alert another radio unit. The initiating radio/console will receive notification as to whether or not the call alert was received. Units receiving a Call Alert will sound an alert tone and show a visual alert indication. The display will also show the individual ID of the initiating radio/console unit. After receiving the Call Alert, the radio can respond with either a Private Call or normal talkgroup call.

This feature is fully supported on all display portables and mobiles.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.070

2. TEST

- Step 1. Using CONSOLE-1, select the call alert button in the "Private Call" resource window.
- Step 2. Enter the ID of RADIO-1.
- Step 3. Send the call alert to RADIO-1 by depressing the send button.
- Step 4. Verify that RADIO-1 receives the alert and that the ID of the console is shown.
- Step 5. Turn off RADIO-1.
- Step 6. Send the call alert to RADIO-1 again.
- Step 7. Verify that after trying to page RADIO-1, the console displays "Cannot send call alert - target not found" in the summary list.

Pass____ Fail____



MCC 7500 Features

Talkgroup Selection and Call

1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

SETUP

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

VERSION #1.100

2. TEST

- Step 1. Initiate a wide area call from CONSOLE-1 on TALKGROUP 1.
- Step 2. Observe that RADIO-1 and RADIO-3 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 3. Observe that all Consoles with TALKGROUP 1 can monitor both sides of the conversation.
- Step 4. Initiate a wide area call from CONSOLE-2 on TALKGROUP 2.
- Step 5. Observe that RADIO-2 and RADIO-4 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 6. Observe that all Consoles with TALKGROUP 2 can monitor both sides of the conversation.

Pass____ **Fail**____



MCC 7500 Features

Console ASTRO Secure Talkgroup Call (MCC 7500 only)

1. DESCRIPTION

Digital encryption is used so only properly equipped radios can monitor the conversation. A "Key" is used to encrypt the transmit audio. Only radios and Consoles with the same "Key" can decrypt the audio and listen to it. Unlike CENTRACOM Gold Elite Console which uses the MEGEG, secure functionality resides within the MCC 7500 Console and is keyed via the KVL.

Note: The MCC 7500 Console(s) need to be equipped with Crypto Cards and the radios with Crypto Modules in order to participate in secure calls.

SETUP

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

TALKGROUP 1 needs to be bound to "CKR1" and TALKGROUP 2 needs to be bound to "CKR2" in both the UCM and the radio programming. CONSOLE-1, CONSOLE-2, RADIO-1, RADIO-2 and RADIO-3 should be loaded with the "Keys" that correspond to CKR1 and CKR2. RADIO-4 should only have the "Key" that corresponds to CKR1. All radios should be set for the secure mode.

VERSION #1.050

2. TEST

- Step 1. Initiate a wide area coded call from CONSOLE-1 on TALKGROUP 1.
- Step 2. Verify RADIO-1 and RADIO-3 can monitor and respond to the secure call.
- Step 3. Initiate a wide area coded call from CONSOLE-2 on TALKGROUP 2.
- Step 4. Verify that RADIO-2 can monitor and respond to the secure call. Note that RADIO-4 cannot monitor the call because it does not have the "Key" that corresponds to CKR2.
- Step 5. Change RADIO-2 and RADIO-4 to TALKGROUP 1.
- Step 6. Initiate a wide area coded call from CONSOLE-1 on TALKGROUP 1.
- Step 7. Verify that RADIO-1, RADIO-2, RADIO-3 and RADIO-4 can monitor and respond to the secure call because they all have the "Key" that corresponds to CKR1. If the radios are equipped with dual algorithm encryption modules, select talkgroups using the second algorithm and repeat steps 1-6.

Pass_____ Fail_____



MCC 7500 Features

Talkgroup Patch

1. DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more channels or talkgroups that need to communicate with each other.

Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

NOTE : If "secure" and "clear" resources are patched together, one repeater for each mode may be assigned per site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 1
RADIO-3 - SITE - SITE 2
RADIO-4 - TALKGROUP 2
RADIO-4 - SITE - SITE 2

* All 4 Radios must have the same home zone.
All 4 Radios should be in the clear mode.

VERSION #1.090

2. TEST

- Step 1. Select an operator position for testing which contains TALKGROUP 1 and TALKGROUP 2.
- Step 2. At the desired operator position select one of the Patch tabs in the Patch/Multi-Select window.
- Step 3. Click the button on the patch that allows an operator to setup and edit a patch (note that the patch window turns blue).
- Step 4. Add TALKGROUP 1 and TALKGROUP 2 to the patch by selecting each resource tile.
- Step 5. Once the talkgroups are added, click the patch setup button again to complete the patch setup.
- Step 6. Initiate several Talkgroup Calls between radios.
- Step 7. Observe that all radios are able to communicate with one another. Also via ZoneWatch (if available) observe that only one station is assigned at each of the two sites.
- Step 8. Initiate a call from the operator position using the Patch Transmit and observe that all radios are able to receive the call and only one station is assigned at each of the two sites.
- Step 9. Remove TALKGROUP 1 and TALKGROUP 2 from the patch.

Pass____ Fail____



MCC 7500 Features

Multi-Select/APB

1. DESCRIPTION

Multi-Select (MSEL) allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for announcements to two or more channels or talkgroups for general broadcast purposes.

Using the Multi-Select feature, the console operator can talk and listen to all of the selected talkgroups grouped; however, the members of the individual talkgroups cannot talk or listen to members of other talkgroups. Multi-selected talkgroups still only communicate with the console dispatcher and other members in the same talkgroup. A predefined multi-select configuration can be saved by the console operator as an All Points Bulletin (APB) for quick broadcast-type transmissions by the dispatcher.

NOTE : If "secure" and "clear" resources are multi-selected, one repeater for each mode may be assigned per site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 2
RADIO-3 - TALKGROUP 3
RADIO-3 - SITE - SITE 3
RADIO-4 - TALKGROUP 4
RADIO-4 - SITE - SITE 4
CONSOLE-1 - TALKGROUP 1, TALKGROUP 2,
TALKGROUP 3 and TALKGROUP 4

VERSION #1.090

2. TEST

- Step 1. At CONSOLE-1 select one of the Multi-Select tabs in the Patch/Multi-Select window.
- Step 2. Click the button on the Multi-Select that allows an operator to setup and edit a multiselect (note: MSEL window turns green).
- Step 3. Add TALKGROUP 1, TALKGROUP 2, TALKGROUP 3 and TALKGROUP 4 to the Multi-Select by selecting each resource tile.
- Step 4. Once the talkgroups are added click the Multi-Select Setup button again to complete the Multi-Select setup.
- Step 5. Initiate a call from CONSOLE-1 using the APB Transmit and observe that all radios are able to receive the call. Also via ZoneWatch (if available) verify that only one RF resource is assigned at any site where multiple radios are affiliated. (See note)
- Step 6. Remove all talkgroups from the Multi-Select.

Pass____ Fail____



MCC 7500 Features

Emergency Alarm (Ack'd by MCC 7500 Console) and Call Display Description

1. DESCRIPTION

Users in life threatening situations can use the emergency button on the radio to send an audible alarm and a visual alarm signal to a console operator in order to request immediate system access to a voice channel for an emergency call.

An emergency alarm begins after the radio user presses the radio's emergency button. Pressing the emergency button places the radio in "emergency mode". To begin an emergency call, the radio user must press the radio's PTT button while in "emergency mode." The assigned voice channel will be dedicated to the emergency caller's talkgroup for an extended period of time, equal to the Message Hang Time plus the Emergency Hang Time. As with other call types, emergency calls can operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1

VERSION #1.050

2. TEST

- Step 1. Select an MCC 7500 operator position in the zone where RADIO-1 is affiliated for the test.
- Step 2. Initiate an Emergency Alarm from RADIO-1.
- Step 3. Observe the Emergency from RADIO-1 is received at the MCC 7500 operator position for TALKGROUP 1.
- Step 4. Acknowledge the Emergency at the MCC 7500 operator position. Verify that another operator position affiliated to TALKGROUP 1 receives notification that the call has been acknowledged.
- Step 5. Key RADIO-1 to initiate an Emergency call to the MCC 7500 operator position and reply to the radio from the operator position. Observe that the call takes place.
- Step 6. Clear the Emergency from the MCC 7500 console on TALKGROUP 1.
- Step 7. Reset RADIO-1 by holding the Emergency button on the radio.

Pass____ Fail____



MCC 7500 Features

Console Priority

1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned voice channel resource. The Console Position has the capability to take control of an assigned voice channel for a talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.110

2. TEST

- Step 1. Initiate a Talkgroup call from RADIO-1 on TALKGROUP 1. Keep this call in progress until the test has completed.
- Step 2. Observe that RADIO-2 receives the call.
- Step 3. While the call is in progress, key up CONSOLE-1 on TALKGROUP 1.
- Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on TALKGROUP 1.
- Step 5. De-key CONSOLE-1.
- Step 6. Verify RADIO-2 now receives RADIO-1 audio.
- Step 7. End the TALKGROUP 1 call from RADIO-1.

Pass ____ Fail ____



MCC 7500 Features

Link Failure between MCC 7500 site and Zone Controller

1. DESCRIPTION

This test verifies that the two communication paths between the MCC 7500 Console Site and Zone Controller are redundant and the system will continue uninterrupted if the main path fails. To accomplish this test one of the two NIC connections is removed at the ZC.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 1
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 2
RADIO-3 - SITE - SITE 1
RADIO-4 - TALKGROUP 2
RADIO-4 - SITE - SITE 2
CONSOLE-1 and CONSOLE-2 at the MCC 7500 Console site are affiliated to the TALKGROUP 1 and TALKGROUP 2 talkgroups.

VERSION #1.040

2. TEST

- Step 1. Initiate a Talkgroup Call with RADIO-1 in TALKGROUP 1.
- Step 2. Observe that only RADIO-2, CONSOLE-1 and CONSOLE-2 are able to monitor and respond to the call.
- Step 3. Initiate a Talkgroup call with RADIO-3 in TALKGROUP 2.
- Step 4. Observe that only RADIO-4, CONSOLE-1 and CONSOLE-2 are able to monitor and respond to the call.
- Step 5. Remove the ENET cable to Link 1 from the NIC on the ZC, this will simulate a Zone Controller to Console Site Link failure.
- Step 6. Observe that the calls on TALKGROUP 1 and TALKGROUP 2 can continue.
- Step 7. Repeat steps 1-6 for the other Zone Controller.
- Step 8. Connect the ENET cables to normalize the system.

Pass____ Fail____



MCC 7500 Features

Logging Trunking Talkgroup Call

1. DESCRIPTION

This test will demonstrate how the Archiving Interface Server (AIS) can be used to log trunking talkgroup call audio/events on a given talkgroup. The audio is archived in a vocoded format (IMBE for Trunking Talkgroup Calls).

SETUP

The AIS at MCC 7500 Console site affiliated to TALKGROUP 1.
RADIO-1 - TALKGROUP 1
RADIO-1 - SITE 1
CONSOLE-1 - TALKGROUP 1
CONSOLE-1 - CONSOLE SITE 1

VERSION #1.040

2. TEST

- Step 1. Initiate a talkgroup call from RADIO-1 on TALKGROUP 1.
- Step 2. Observe that the call events/audio are being sent to the logging system by the AIS.
- Step 3. Using the playback station and logging recorder, verify the logged audio/events correspond to steps 1 and 2.
- Step 4. Initiate a talkgroup call from CONSOLE-1 on TALKGROUP 1.
- Step 5. Observe that the call events/audio are being sent to the logging system by the AIS.
- Step 6. Using the playback station and logging recorder, verify the audio/events logged correspond to steps 4 and 5.

Pass_____ Fail_____



Signoff Certificate

By their signatures below, the following witnesses certify they have observed the In-Field System Acceptance Test Procedures.

Signatures

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

Exhibit C-5

PERFORMANCE SCHEDULE

Preliminary Project Schedule

The following is a preliminary project schedule based on the proposed project design. A final project schedule will be developed and agreed upon by Motorola and Overland Park at the Project Kickoff Meeting.

Table 0-1: Preliminary Project Schedule

Implementation Project	Start	Finish
Contract Execution	6/20/2011	Same
Contract Administration/Place Order	6/21/2011	Same
Project Kick-Off	6/22/2011	Same
Contract Design Review/ Design/Approval	NA	Same
Order Processing/Manufacturing SUBSCRIBERS	6/21/2011	7/21/2011
Order Processing/Manufacturing & Staging FNE	6/21/2011	8/3/2011
Site Development: PTP, Grounding, A & E	6/21//2011	8/19/2011
Installation of Server, Network & Backroom Equipment	8/11/2011	9/9/2011
User Training of OP Personnel (Overland Park Responsibility)	7/13/2011	8/2/2011
Receipt & Inventory SUBSCRIBER equipment, Programming	7/21/2011	8/3/2011
Receipt & Inventory FNE equipment, Programming	8/8/2011	8/11/2011
½ Console Installation, Optimization & Portable Distribution	9/12/2011	9/27/2011
System Functional Testing	9/23/2011	9/27/2011
Cut Over	9/28/2011	Same
Second ½ Console installation	9/29/2011	10/5/2011
Mobile Installation	9/29/2011	10/26/2011
Certification, Packaging & Shipment of old Harris equipment to Sprint	9/29/2011	11/9/2011

Certification, Packaging and Shipment of existing Harris Control Stations to Sprint	9/29/2011	11/9/2011
R56 Audit, Punchlist	10/13/2011	11/9/2011
Finalize Documentation	10/13/2011	11/9/2011
Final Acceptance	11/9/2011	Same
Final Fleetmap must be provided by Overland Park by 7/21/2011		
This schedule assumes that the NEPA approvals can be obtained within the period referenced above. If there are delays in obtaining NEPA approval, the schedule will be adjusted accordingly.		
All vehicles requiring mobile installation must be provided at the designated time and place agreed to by Overland Park and Motorola		

Exhibit D

SERVICE STATEMENT(S) OF WORK AND "SERVICE TERMS AND CONDITIONS"

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

Section 1 APPLICABILITY

These Service Terms and Conditions apply to the maintenance and installation services to be provided by Motorola pursuant to the Primary Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

- 2.1. "Agreement" means the Primary Agreement
- 2.2. "Equipment" means the equipment that is specified in the attachments to the Primary Agreement or is subsequently added to this Agreement.
- 2.3. "Services" means those installation, maintenance, support, training, and other services required by the Primary Agreement and more specifically described in this Exhibit D.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Primary Agreement as set forth in Exhibit C-2 to the Primary Agreement and as included in the Contract Price. The installation services to be provided by the Primary Agreement shall be delivered as provided in accordance with the applicable provisions of the attachments to the Primary Agreement. The maintenance services shall be provided during the term of any warranty, extended warranty or additional maintenance agreed to and set forth in the Primary Agreement and attachments thereto.. More specifically the Parties acknowledge that the Customer has engaged Motorola to provide certain additional maintenance services beyond the initial Warranty Period provided by Motorola as the manufacturer of the Equipment to be provided.

Section 4 SCOPE OF SERVICES

- 4.1. Motorola will provide the Services described in this Exhibit D and the 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 agreed upon 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 any additional equipment to be added to 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 any Service fees due for 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.

5.3. Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the following locations or those locations on Customer's property otherwise identified in writing Motorola. Scafe Justice Center – 8500 Antioch, Overland Park, Kansas 66212; Sheraton Hotel, 6100 College Boulevard, Overland Park, Kansas, 66211; Sanders Justice Center, 12401 Hemlock, Overland Park, Kansas, 66213; Johnson County Emergency Communications Center, 11880 S. Sunset Driver, Olathe, Kansas 66061. When Motorola performs service at Customer's location(s), 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, Motorola will notify Customer in advance of incurring the charges and upon customer's consent to the charges, 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

The parties acknowledge that Customer has engaged Motorola to provide certain Services as part of the Primary Agreement entered into between the Parties and that payment for those Services is prepaid as part of the Contract Price. As applicable in the future, however, 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 undisputed invoice in U.S. dollars within thirty (30) 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 for work satisfactorily completed under this Agreement will be invoiced immediately upon termination of this Agreement and the Customer shall pay the undisputed invoice within twenty (20) days. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Subject to the provisions of Section 13 of the Primary Agreement and 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 subject to the limitations of liability set forth in Section 14 of the Agreement.

Section 12 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

12.1. 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.

12.2. 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.

12.3. 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 13 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 MATERIALS, TOOLS AND EQUIPMENT

15.1. Unless otherwise agreed to by the Parties, 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 that is the sole fault of the Customer, and return it to Motorola upon request. This property will be returned by Customer to Motorola at Motorola's request.

15.2. 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.

Section 16. Additional Service Provisions

16.1 Motorola agrees that no personnel will be permitted to work on City towers unless the personnel are certified for such work.

16.2 The parties will mutually agree to a reasonable time frame in which Motorola has to complete installation of all equipment.

Section 17. Maintenance Service Terms

The parties agree to the maintenance service terms and conditions attached hereto as Exhibit F.

Exhibit E

System Acceptance Certificate

Customer Name: _____

Project Name: _____

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

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

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

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit F
Maintenance Service Terms
(To be provided)