

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION AUTHORIZING AGREEMENT WITH MOTOROLA, INC. FOR**  
**UPGRADES TO THE 800 MHZ VOICE AND DATA SYSTEM**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, it is in the best interests of the citizens of Sarpy County to maintain an adequate communications system the use of public safety and emergency management personnel, and the attached service agreement with Motorola, Inc. will provide for necessary upgrades to the current 800 MHZ voice and data systems; and,

WHEREAS, the products and services detailed in the attached Service Agreement are unique and non-competitive items given the current 800MHz system possessed by Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the attached Service Agreement with Motorola, Inc. is hereby approved and the Chair of this Board together with the County Clerk be and hereby are authorized to execute on behalf of this Board all documents as may be necessary under the terms of said agreement.

BE IT FURTHER RESOLVED that if modifications to the attached Service Agreement are requested by Motorola, Inc., and said modifications, in the opinion of the County Attorney, not substantial and do not change the overall price to Sarpy County, the Chair and the Clerk are authorized to execute the modified Service Agreement.

DATED this 14<sup>th</sup> day of December, 2010.

Moved by Tom Richards, seconded by Jim Nekuda, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

<u>[Signature]</u>	<u>none</u>	<u>none</u>
<u>[Signature]</u>	_____	_____
<u>[Signature]</u>	_____	ABSTAIN:
<u>[Signature]</u>	_____	<u>none</u>
<u>[Signature]</u>	_____	_____

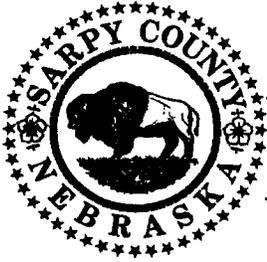
ATTEST:

[Signature]  
County Clerk



Approved as to form:

[Signature]  
Deputy County Attorney



# Office of the County Attorney

Hall of Justice 1210 Golden Gate Drive Suite 3147  
Papillion, NE 68046-2889  
(402) 593-2230 FAX: (402) 593-4359

L. Kenneth Polikov  
Sarpy County Attorney

January 5, 2011

Deb Houghtaling  
Sarpy County Clerk

RE: Service Agreement between Sarpy County and Motorola, Inc.; Resolution No. 2010-422

Dear Ms. Houghtaling,

Resolution No. 2010-422 (Resolution) approved a Service Agreement with Motorola, Inc. (Motorola) for upgrades to the public safety communication system. The Resolution specifically stated that modifications to the Service Agreement were acceptable so long as the modifications, in the opinion of the County Attorney, were not substantial and said modifications did not change the overall price.

I have reviewed the Service Agreement and find that while there are many changes to the Service Agreement, they are not substantial changes. The changes made in the Service Agreement language do not affect the County's exposure, impact the overall position of the County, nor do those changes affect the pricing. Rather the changes in the Service Agreement further clarify those terms already agreed to at the time of the signing of Resolution No. 2010-422.

On December 30, 2010, your Chief Deputy, Fred Uhe and the Sarpy County Administrator, Mark Wayne were aware of my opinion on this matter. This letter seeks to be a written record of that opinion for inclusion with the County's official files for Resolution No. 2010-422 and all associated records.

Very truly yours,

Nicole L. O'Keefe  
Deputy County Attorney

# AGREEMENT

## BETWEEN SARPY COUNTY, NEBRASKA AND MOTOROLA, INC.

THIS AGREEMENT, entered into this 31st day of December, 2010, by and between SARPY COUNTY, NEBRASKA , hereinafter called "County," and MOTOROLA, INC., hereinafter called "Contractor";

### WITNESSETH:

*WHEREAS, pursuant to Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;*

*WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of upgrading the 800 MHz voice and data system to meet the technical requirements of the County.*

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

### **1. EXHIBITS AND ATTACHMENTS.**

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A: Definitions and Scope of Agreement
- Exhibit B: Statement of Work
  - Exhibit B-1: Preliminary Project Schedule (Dated: 12/22/2010)
  - Exhibit B-2: Thirty-Day Standalone Performance Test Plan
- Exhibit C: Maintenance and Preventative Maintenance
  - Exhibit C-1: Maintenance Service and Support - Statement of Work
- Exhibit D: Training
- Exhibit E: Equipment Pricing
- Exhibit F: Payment Schedule
- Exhibit G: Motorola Software License Agreement

### **2. SERVICES TO BE PERFORMED BY CONTRACTOR.**

In consideration of the payments set forth herein and in Exhibits F, Contractor shall provide equipment and perform services for County in accordance with the terms, conditions and specifications set forth herein and in the Exhibits and Attachments described above.

### **3. PAYMENT AND FUNDING.**

#### **3.1 CONTRACT PRICE.**

In consideration of the equipment and services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits A through G, County shall make payment to Contractor based on the payment schedule described in Exhibit F. Contractor has priced the services, Software, Training, Post Warranty Year 2 Service, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable. In no event shall the County's total fiscal obligation under this Agreement exceed **ONE MILLION SIX HUNDRED TWENTY NINE THOUSAND FOUR HUNDRED FIFTY-EIGHT DOLLARS (\$1,629,458.00)**.

#### **3.2 INVOICING AND PAYMENT.**

Contractor will submit invoices to County according to the Payment Schedule. Except for a payment that is due on the Effective Date, County will make payments to Contractor within thirty (30) days after the date of each invoice. County 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, Inc. is 36-1115800.

#### **3.3. FREIGHT, TITLE, AND RISK OF LOSS.**

Contractor will pre-pay all freight charges which will be included in the contract price. Title to the Equipment will pass to County upon shipment. Title to Software will not pass to County at any time. Risk of loss will pass to County upon delivery of the Equipment to the County. Contractor will pack and ship all Equipment in accordance with good commercial practices.

#### **3.4. INVOICING AND SHIPPING ADDRESSES.**

Invoices will be sent to the County at the following address:

Sarpy County Emergency Management and Communications Agency  
Attention: Larry Lavelle  
1210 Golden Gate Drive.  
Papillion, Nebraska 68046

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

Sarpy County Emergency Management and Communications Agency  
1210 Golden Gate Drive  
Papillion, Nebraska 68046

The Equipment will be shipped to the County at the following address:

Sarpy County Emergency Management and Communications Agency  
Attention: Neil Johnson  
1210 Golden Gate Drive  
Papillion, Nebraska 68046

County may change this information by giving written notice to Contractor.

#### **4. DELAYS.**

##### **4.1 FORCE MAJEURE.**

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

##### **4.2 PROJECT SCHEDULE DELAYS.**

If either party (including its other contractors) delays the Project Schedule, the Parties will execute a change order to extend the Project Schedule and, if requested, parties will agree to reasonable compensation for charges incurred because of the delay. Delay charges may include costs incurred by either party 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.

#### **5. TERM AND TERMINATION.**

Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

This Agreement may be terminated by Contractor, the County or his/her designee at any time upon thirty (30) days' written notice to the other party. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If County exercises this right to terminate for convenience, it will be liable to pay Contractor for (1) the portion of the Contract Price attributable to the Equipment and/or Software delivered, and all services performed, on or before the effective date of the termination; (2) for reasonable proposal or contract preparation costs and expenses; and (3) costs and expenses that Contractor incurs as a result of the termination of the Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts, restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, County will be liable to pay Contractor for the reasonable value of such Equipment, Software, services, costs and expenses.

Notwithstanding the above, County shall have no right to terminate this Agreement for the purpose of procuring any of the same or substantially similar Equipment, Software or services from another vendor, or if Motorola has given County a notice of default and such default has not been cured.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials.

## **6. AVAILABILITY OF FUNDS.**

County shall use its best efforts to secure sufficient appropriations to fund the Contract. The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

If the County terminates for non-appropriation it will be liable to pay Contractor for (1) the portion of the contract price attributable to the equipment and/or software delivered, and all services performed, on or before the effective date of the termination; and (2) reasonable costs and expenses that Contractor incurs as a result of the termination of the Agreement.

County agrees that, to the extent permitted by law, it will not, during the term of the Contract, give priority in the appropriation of funds to any other functionally similar equipment or services, and County shall have no right to terminate this Agreement for the purpose of procuring any of the same or substantially similar equipment, software, or services from another vendor.

If, however, the funds appropriated in any fiscal period are insufficient for any payment by County due hereunder, the Contract will terminate on the last day of the period for which appropriations were received. Such termination will be without penalty or expense to County. County shall give written notice to Contractor of insufficient funding as soon as practicable after County becomes aware of such insufficiency.

## **7. SITES AND SITE CONDITIONS.**

### **7.1 ACCESS TO SITES.**

In addition to its responsibilities described elsewhere in this Agreement, County will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites; and access to the work sites as reasonably requested by Motorola so that it may perform its duties in accordance with the Project Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist County in the local building permit process.

### **7.2 SITE CONDITIONS.**

County 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, County will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; electrical

power outlets, distribution and equipment; and telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise County 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.

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, Project Schedule, or both, by a change order.

## **8. SYSTEM ACCEPTANCE.**

### **8.1 COMMENCEMENT OF ACCEPTANCE TESTING.**

Motorola will provide to County at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

### **8.2 FUNCTIONAL SYSTEM ACCEPTANCE.**

Functional System Acceptance will occur upon successful completion of the Acceptance Tests. Upon Functional System Acceptance, the Parties will memorialize this event by promptly executing an Acceptance Certificate. Once executed, the Thirty-day Standalone Performance Test Plan will begin. The Test Plan shall run for a duration of thirty (30) calendar days in accordance with the provisions in Exhibit B-2. If County does not provide to Motorola a failure notice within the thirty (30) day evaluation period, System Acceptance will be deemed to have occurred as of the completion of the evaluation period. 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.**

County acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if County begins using the System before Functional System Acceptance. Therefore, County will not commence Beneficial Use before Functional 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, County assumes responsibility for the use and operation of the System.

### **8.4 FINAL PROJECT ACCEPTANCE.**

Final Project Acceptance (includes Functional System Acceptance and Subsystem acceptance of both the HPD and Smart X Subsystems) will occur after successful completion of the 30 day evaluation period when all deliverables and other work have been

completed (including any punch list items). When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the Final Project Acceptance Certificate.

## **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 Functional 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 County 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. Unless the warranty start date is otherwise defined at Contract Design Review (CDR), or by a mutually agreed upon Change Order, if Functional System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within County'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 that are applicable to the Motorola Software. Unless the warranty start date is otherwise defined at Contract Design Review (CDR), or by a mutually agreed upon Change Order, if Functional System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within County's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

### **9.4 EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.**

These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; County'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, County must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to County) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. 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 County 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.

### **10. RELATIONSHIP OF PARTIES.**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

### **11. HOLD HARMLESS.**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) direct damage to any tangible property, or (C) any sanctions, penalties, or claims of damages resulting from the negligent performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The obligation is conditioned upon County giving Motorola prompt, written notice of any claim or suit. County 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 County from liabilities that are in any way related to Motorola's performance under this agreement.

Motorola will defend at its expense any suit brought against County to the extent it is based on an Infringement Claim, and Motorola will indemnify County for those costs and damages

finally awarded against County by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: County 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 County providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

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

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

In no event will Motorola's liability resulting from its indemnity obligation to County extend in any way to royalties payable on a per use basis or the County's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from County from sales or license of the infringing Motorola Product.

County 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 are subject to and limited by the restrictions set forth in the Limitation of Liability section.

## **12. ASSIGNABILITY AND SUBCONTRACTING.**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement. Neither party may assign this Agreement without the prior written consent of the other party, except that Contractor may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of County.

Contractor may subcontract any of the work with prior written consent of County, but subcontracting will not relieve Contractor of its duties under this Agreement.

### **13. INSURANCE.**

Contractor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Contractor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Contractor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

#### **13.1 Workers' Compensation and Employers Liability Insurance.**

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

#### **13.2 Commercial General Liability Insurance.**

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000.

#### **13.3 Business Automobile Liability Insurance.**

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

#### **13.4 Certificate of Insurance.**

Upon Contract execution, the Contractor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Contractor shall require each and every Subcontractor performing work under this Contract to maintain similar types and levels of coverages required of contractor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages.

### **13.5 Insurance Company.**

All insurance coverages herein required of contractor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-.

If at any time during the life of this Contract, contractor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, contractor is required to notify the County within thirty (30) days of any deviations from the **minimum requirements presented in this section.**

### **14. COMPLIANCE WITH LAWS; PAYMENT OF PERMITS/LICENSES.**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws.

Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor shall be responsible for all procurement of and payment for all necessary/required licenses and permits.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

### **15. NON-DISCRIMINATION AND OTHER REQUIREMENTS.**

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), Contractor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2004), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
- C. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

D. Residency Verification: All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended. The Contractor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

F. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

## **16. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT.**

A. Contractor shall maintain books and records required for the purpose of verifying performance in accordance with the terms of the contract for three (3) years after expiration of this Agreement, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of Nebraska.

B. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

C. Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed. Motorola books and records provided to County pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the

ordinary course of Motorola's business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

## **17. CONFIDENTIAL INFORMATION.**

During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing, as required by a court of competent jurisdiction or as required under Neb. Rev. Stat. § 84-712 through 84-712.09; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of 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.

Sarpy County considers all information, documentation and other materials submitted in response to this agreement to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712 through 84-712.09.

Contractor is hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of information.

The Contractor will be required to fully defend, in all forums, Sarpy County's refusal to produce Confidential Information; otherwise, Sarpy County will make such information public

## **18. 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 County the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to County any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to County, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. County 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.

## **19. MERGER CLAUSE.**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. In the event of inconsistencies between the body of this Agreement and the Motorola Software License Agreement, the parties agree that the Software License Agreement prevails with respect to the specific subject matter of the software license agreement. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced accordingly.

## **20. DISPUTES AND DEFAULT.**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of Nebraska. Any dispute arising out of this Agreement shall be venued either in the Sarpy County District Court or the United States District Court for the State of Nebraska.

### **20.1 NEGOTIATION.**

The Parties will attempt to resolve any dispute arising under this Agreement promptly through good faith negotiations including 1) timely escalation of the dispute to executives who have authority to settle the dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the dispute remains unresolved, the parties reserve all rights under applicable law.

### **20.2 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 County 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 County is the defaulting Party, Motorola may stop work on the project until it approves the County's cure plan.

### **20.3 FAILURE TO CURE.**

If a defaulting Party fails to cure the default as provided above, 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 County is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, County 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. County will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

### **21. NOTICES.**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

#### **IN THE CASE OF CONTRACTOR, TO:**

Motorola, Inc.  
Christine Binotti, Commercial Counsel  
1301 E. Algonquin Rd., SH5  
Schaumburg, IL 60196  
Fax: (847) 576-0721

#### **IN THE CASE OF COUNTY, TO:**

Sarpy County Clerk  
Deb Houghtaling  
1210 Golden Gate Drive  
Papillion, NE 68046  
Fax: (402) 593-4471

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

### **22. LIMITATION OF LIABILITY.**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL**

LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

**SARPY COUNTY, NEBRASKA**

A Political Sub-division of the  
State of Nebraska

By: *Goni Albrecht*  
Chair, Board of Commissioners

Date: 12/30/10



By: *Greg J. Clark, Deputy*  
CLERK OF SAID BOARD

**APPROVED AS TO FORM:**

By: *Michael Kuff*  
(Sarpy County Deputy Attorney)

Date: 12-30-10

**MOTOROLA, INC.**

By: *[Signature]*  
(SIGNATURE)

John P. Molloy  
(PRINTED NAME)

Date: December 31, 2010

---

# **EXHIBIT A**

## **DEFINITIONS AND SCOPE OF AGREEMENT**

**AGREEMENT BETWEEN  
SARPY COUNTY, NEBRASKA AND MOTOROLA, INC.**

---

### **1. DEFINITIONS.**

Terms used in this Agreement and not otherwise defined within the Agreement have the following meanings:

- 1.1.** "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 1.2.** "Beneficial Use" means when County first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 1.3.** "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 1.4.** "Contract Price" means the price for the System including freight charges.
- 1.5.** "Effective Date" means that date upon which the last Party executes this Agreement.
- 1.6.** "Equipment" means the equipment that County purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List (Exhibit E Sections 2.1 and 2.2). The City of Omaha will be purchasing Smart X infrastructure equipment (as described in Exhibit E Section 2.1) pursuant to the Nebraska State Contract terms. Services included in this proposal are for both Omaha Smart X equipment (Exhibit E section 2.1) and for the Sarpy County (Exhibit E Section 2.2) equipment lists.
- 1.7.** "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, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 1.8.** "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.
- 1.9.** "Motorola Software" means Software that Motorola or its affiliated company owns.
- 1.10.** "Non-Motorola Software" means Software that another party owns.

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

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

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

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

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

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

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

**1.18.** "Warranty Period" means one (1) year from the date of Functional System Acceptance or Beneficial Use, whichever occurs first.

## **2. SCOPE OF AGREEMENT.**

### **2.1. SCOPE OF WORK.**

Contractor will provide, assemble and integrate the Equipment and Software, and deliver, configure, optimize and test the Communications System at designated sites, as specified in Exhibit B and in accordance with this Agreement. County will perform its responsibilities as specified in Exhibit B and in accordance with this Agreement.

### **2.2. CHANGE ORDERS.**

Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost of or time required for the performance of this Agreement, Contractor and County will agree to an equitable adjustment in the Agreement price or Project Schedule, or both, not to exceed the contract maximum specified in Section 3 of this agreement. Contractor is not obligated to comply with requested changes unless and until both parties execute a written change order. Change Order involving an increase or decrease in services will show the number of days to perform the work and the corresponding man-day rates. Before the Detailed Design Document is approved, at County's request, Contractor will agree to a change order that substitutes more current models of Equipment for the ordered Equipment; such change order will reflect any price adjustments.

### **2.3. ADDITIONAL PRODUCTS.**

Contractor guarantees that for five (5) years from System Acceptance, County may purchase additional items of Equipment off this Agreement, in which case the terms and conditions set forth in this Agreement and the Software License Agreement shall apply. During the first year, the pricing for additional Equipment will remain firm, plus applicable freight charges; thereafter, for the remaining four (4) years, the pricing will be based on Motorola's Nebraska State Contract 11182 OC.

**2.4. ADDITIONAL SERVICES.**

Contractor agrees that for five (5) years from System Acceptance, County may purchase services related to the additional purchase of Equipment. The parties will negotiate in good faith the description and pricing of such services at the time of that transaction and, to the extent applicable to the transaction, jointly develop system descriptions, equipment lists, statements of work, acceptance test plans, and such other documents as are reasonable and appropriate for the particular transaction.

**2.5. PARTS.**

Contractor guarantees to County to have applicable parts for Motorola manufactured Equipment available for five (5) years and seven (7) years from the date of last manufacture for subscriber equipment and fixed infrastructure equipment, respectively; County may purchase additional parts for Motorola manufactured Equipment at the published list price less applicable discounts (plus applicable freight charges); the methodology for ordering additional parts, delivery times, and applicable terms will be Motorola's then standard provision.

**2.6. ORDERS OF ADDITIONAL EQUIPMENT OR SERVICES.**

Each subsequent purchase off this Agreement will be a separate transaction. Payment terms for the purchase of additional Equipment or parts shall be net 30 days from the date of invoice as shipped or as otherwise agreed. Payment terms for the purchase of additional Services will be net 30 days from the date of invoice as performed or as otherwise agreed.

**2.7. MAINTENANCE SERVICE.**

During the Warranty period and for the post Warranty year two period, maintenance services and software support are provided pursuant to the terms of this Agreement, and all Exhibits and Attachments incorporated herein. Such services are included in the "Amount Not To Exceed" cost. After the post Warranty second year service contract period, County may purchase maintenance services and software support for the Communications System pursuant to a separately executed Service Agreement and Software Subscription Agreement. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

**2.8. MOTOROLA SOFTWARE.**

Any Motorola Software furnished will be licensed to County solely according to the terms and restrictions of the Software license Agreement attached as Exhibit G. County hereby accepts all of the terms and restrictions of the Software License Agreement.

**2.9. NON-MOTOROLA SOFTWARE.**

Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply. 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 County in accordance with, and County agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement.

---

# EXHIBIT B

# STATEMENT OF WORK

AGREEMENT BETWEEN  
SARPY COUNTY, NEBRASKA AND MOTOROLA, INC.

---

## **1. SYSTEM DESCRIPTION.**

The Radio System Upgrade is based on Motorola's ASTRO 25 Trunking Integrated Voice and Data system platform. This radio system platform is an IP based architecture communication system that is ANSI/EIA/TIA-102 compliant. It will provide a flexible interoperable communication offering for all agencies within Sarpy County. Using the 700 MHz and 800 MHz spectrum this system features Integrated Digital Voice and High-Performance-Data with the capability for very high-speed and wide-band mobile data offerings.

With the implementation of this ASTRO 25 system platform, Sarpy County will envelop the latest radio system platform on the market today. With continuing upgrades, expansion capabilities and enhancement program features offered by Motorola the ASTRO 25 system platform as a P25 Radio Communications System will serve the County well into the future.

The detailed System Overview incorporated herein is based on Motorola's proposal which was provided to County in two components.

The first component is titled: "RD-LAP to High Performance Data Upgrade" and is dated June 9, 2010. This proposal incorporates the ASTRO 25 Master Site and HPD System equipment.

The second component is titled: "Voice Radio System Fixed Network Upgrade" and is dated June 10, 2010. This proposal includes the SmartX converter and console subsystem upgrade equipment.

**Note:** The following System Overview replaces the two proposals and will be used as the basis for the Contract Design Review.

### **1.1 ASTRO 25 SYSTEM OVERVIEW**

Motorola is supplying an ASTRO 25 800 MHz High Performance Data (HPD) system for Sarpy County. This system will enable Sarpy County to transition from the existing 19.2 kbps DataTAC mobile data network, which has reached end of life, to the HPD architecture which is capable of data rates up to 96 kbps. This system design is complete with an ASTRO 25 7.9 Master Site and three HPD sites.

The ASTRO 25 Master Site provides for the control and management of the HPD system as well as the existing voice trunking system with the included SmartX voice system upgrade. The Master Site, which includes racked servers and control equipment, will be installed at the Courthouse location, where the existing DataTAC equipment is currently located. A single 700/800 MHz GTR 8000 base station will be installed at the following locations including: the Sarpy County Courthouse, Bellevue tower site and KTPM tower site. No new antenna

systems are included for the HPD base repeaters at any of the sites. It is the County's responsibility to purchase and install the antenna system components necessary to provide a 700 MHz T/R port and a diversity receive port at each HPD base station site. Motorola will assist County with antenna system component selection during the Contract Design Review.

The Master Site includes a local Network Management Terminal and printer to allow Sarpy County to program, configure and service the HPD system.

The ASTRO 25 7.9 Master Site will have 500 HPD data user licenses and is configured to support both HPD data and the SmartX migration of the existing 3600 bps trunking simulcast system and dispatch console system users to the new ASTRO 25 system platform.

The HPD system will require three unique 700 MHz, 25 kHz bandwidth channels to support the base repeaters. One dedicated 700 MHz frequency pair will be utilized at each of the HPD sites noted above.

The Master Site Equipment is detailed in the Equipment List in section 2.2.

### **1.2 HPD Data Modems.**

Two HPD1000 Data Modems with cables and antennas are included for testing at CCSi and in the field. Sarpy County must supply two MDTs such as the Motorola ML900 or equivalent for staging and field testing during implementation. Subscriber HPD Modems, Laptops and GPS receivers are not included.

### **1.3 HPD Data System Transport**

The HPD data network will use existing bandwidth on the existing remote site T1s through the existing TeNSr channel bank network. At least two unused DS0s on the existing remote site T1s will be needed to support the expected data traffic.

### **1.4 County Responsibilities and HPD Data System Demarcation Points**

Motorola's ASTRO 25 HPD System will provide Sarpy County with a HPD data pipe only. The County is entirely responsible for any needed modifications and associated costs on their existing Host/Client applications as required by their PMDC Message Switch provider for the purpose of using the HPD data pipe.

Sarpy County is responsible for any hardware upgrade and/or replacement or any OS reconfiguration on the existing Mobile Data Computers for the purpose of the HPD data system.

#### **Infrastructure Demarcation Point**

The HPD data system will interface to only one County Enterprise Network (CEN). The noted CEN is the existing PMDC Message Switch and its associated network equipment. Hence, one Network Interface Barrier is provided. Motorola demarcation will be at the Motorola provided network switch.

#### **Mobile Device Demarcation Point**

Motorola Demarcation in Sarpy County's vehicles will be at the HPD data cable.

### **1.5 HPD Data System Test Equipment**

The HPD data system requires the use of test equipment for service and maintainability. Motorola recommends the test equipment to be located at Master Site or Sarpy County's desired location. The recommended service equipment is included in the Equipment List in section 2.2.

### **1.6 HPD Data System Spare Equipment**

The HPD data system includes the following spare equipment to be located at the Master Site or the County's desired location:

- Set of Spare Modules for Zone Controller and Servers.
- Network Spares.
- PDG Spare Modules.
- Field Replacement Units for GTR 8000 and GCP 8000 (one set).

### **1.7 General Implementation Assumptions and Notes**

- Sarpy County's antenna network will need to be available prior to HPD system's field install at the noted single channel HPD sites.
- Sarpy County is responsible for frequency acquisition and licensing three new 700 MHz frequency pairs utilizing 25 kHz bandwidth channels for the purpose of the HPD data system.
- Motorola is providing a wireless data pipe from the mobile data terminal to the County supplied CEN switch. Sarpy County is responsible for third party (message switch provider) hardware, software (Host/Client Applications), Mobile Data Computers, additional HPD modems, and entire integration of third party portion including Mobile Data Computers over the HPD data pipe.
- Any future Motorola engagement after HPD system acceptance for purpose of providing assistance to the message switch provider will be quoted separately at a later date.

### **1.8 ASTRO 25 Data System Coverage**

No coverage guarantee or acceptance testing is included with this system.

### **1.9 SmartX Site Converter and Gold Elite Dispatch Console Integration**

Motorola is providing a SmartX Site Converter and Gold Elite Dispatch Console integration to implement the migration of the existing 3600 baud trunked simulcast system into the new ASTRO 25 Release 7.9 Master Site. This system migration will enable Sarpy County to transition from the existing SmartZone 3.0 Master Site equipment, which has reached end of life, to the ASTRO 25 Master Site architecture.

The SmartX Site Converter is an interim solution in order to allow a comprehensive migration to P25 Trunking to be developed within the first few years of use of the SmartX platform.

The SmartX Site Converter is configured as a single site (simulcast), with a non-redundant link configuration that does not provide protection from a link outage. Accordingly, a second SmartX Site Converter is included as a cold standby unit.

The Gold Elite Dispatch Console system connects through the Gateway routers and MGEs at the ASTRO 25 Master Site. County's existing CEB and AEB equipment will be retained and reused after the migration to ASTRO 25. Eleven operator position PCs will be replaced along with the Gold Elite server. County will reuse existing accessories and CIEs.

## **2. GENERAL INFORMATION.**

This Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the implementation of the Voice and High Performance Data Communications System upgrade for Sarpy County (County).

Deviations and changes to this SOW are subject to mutual agreement between Motorola and

County and will be addressed in accordance with the Change provisions of the Contract.

### **3. STATEMENT OF WORK OVERVIEW.**

The following major subsystems are included as components of the Radio System Upgrade Project Statement of Work:

- ASTRO 25 Master Site System
- HPD Infrastructure
- SmartX Integration of 800 MHz SmartZone 3.0 System
- Dispatch Console System Upgrades

**Note:** Unless otherwise indicated from the context in which it is used, the word “system” will be used herein to refer to the compilation of the foregoing subsystems, interfaces and ancillary systems.

### **4. SYSTEM IMPLEMENTATION OVERVIEW.**

Motorola will provide systems integration and implementation services for County's voice and data system upgrade.

Motorola provides a phased approach to system implementation, with the following Phases:

- Project Initiation and Kick Off
- Design Review
- Site Reviews
- Order Processing, Manufacturing & Factory Testing
- Installation and Upgrades
- Systems Integration & Optimization
- Acceptance Testing
- Training
- Cutover
- Project Finalization
- Warranty Support

The System Overview serves as a baseline for the Contract Design Review. The Contract Design Review encompasses the design finalization of the major subsystems, such as finalization of the site space and power requirements, Acceptance Test Plans, and Cutover Plan. Motorola will work closely with County to develop a detailed Cutover Plan to transition to the new communications system. At the end of the Design Review phase, detailed Design Documents will be provided to County.

Factory staging of the radio infrastructure at Motorola's Customer Center for Solutions

Integration (CCSi) in Schaumburg, Illinois follows equipment manufacturing. Factory staging provides for initial assembly and testing of all Motorola manufactured radio system components. The Project 25 Master Site, HPD Site Equipment, and SmartX Subsystem will be staged at CCSi. This approach allows the system to be configured as closely as possible to its final configuration during factory staging. Factory staging will allow testing of the functional capabilities of the HPD communications system. This process will allow County to witness factory testing in a controlled environment, as well as provide a smooth and easy field installation. Configuration of the SmartX system requires field implementation.

Following installation of the system equipment by County, Motorola's implementation team will optimize the communications system as staged at CCSi

Following equipment optimization, Motorola will execute Acceptance Testing according to an Acceptance Test Plan (ATP). The ATP includes Functional Performance Tests. No coverage testing of the existing system is included in this Agreement.

Following Functional Acceptance Testing, Motorola and County will begin the cutover to the new Master Site, SmartX Site Converter, and HPD system. Motorola will provide just-in-time training, scheduled in coordination with County and the cutover schedule, to ensure a smooth transition to the communications system.

The final steps to full system implementation are delivery of system documentation, punch list resolution, and Final Project Acceptance. The project team and the post-acceptance service team will work with County during this phase, to ensure a smooth transition to post acceptance support period. The complete project will have a final system acceptance date at the point when the HPD, Consoles and SmartX sub-systems have been optimized and then system tested.

## **5. DETAILED DESCRIPTION OF WORK.**

The work required by this SOW is divided up into the following tasks: Title, Objective, Task Description, Motorola and County Responsibilities and Completion Criteria, including project Deliverable(s). The scheduled dates of tasks are depicted in the attached Exhibit B-1 Preliminary Project Schedule (dated 12/22/2010).

## **6. GENERAL PROJECT RESPONSIBILITIES.**

The following general project responsibilities, not defined by specific tasks, include:

### **6.1. Motorola Responsibilities**

Motorola will designate a Project Manager who will direct Motorola's efforts and serve as the primary point of contact for County. The Motorola Project Manager will have significant authority to make certain decisions relative to the project, on behalf of Motorola, and will have direct access to Motorola's executive management for resolving problems beyond the Project Manager's immediate authority. The responsibilities of the Motorola Project Manager include:

- Participate with County in regular progress review meetings and submit status reports that identify the activities of the previous review period, as well as activities planned for the upcoming review period, including an updated Project Schedule.

- Maintain project communications with County Project Manager, and project team members. Motorola will provide a record of correspondence as part of the progress reports provided prior to each progress meeting.
- Maintain a documentation schedule that identifies and shows the status of documents to be transmitted for review during the next two reporting periods.
- Participate in regular conference calls or face-to-face meetings and issue a mutually agreed upon agenda for each call or meeting.
- Manage the efforts of Motorola staff and coordinate Motorola activities with County project team members.
- Measure, evaluate and report the progress against the Project Schedule.
- Resolve deviations from the Project Schedule.
- Monitoring and management of risks via Risk Management Plan.
- Monitor the project to ensure that support resources are available as scheduled and as identified in the contract.
- Assume accountability for all Motorola contractor and subcontractor supplied tasks within the Project Schedule.
- Coordinate and oversee the installation of provided licensed Motorola application software.
- Work with Sarpy County to identify radio interference between the new communication system and other existing radio systems.
- Review and administer change control procedures through the County Project Manager, commonly referenced as a "Project Change Request" (PCR), issued by the Motorola Project Manager.
- Provide timely responses to issues related to project progress raised by the County Project Manager.
- Work with County Project Manager in designing and approving the format of an action item log to be used in conjunction with the Project Schedule. The purpose of the log is to identify outstanding issues, provide continual status updates on specific tasks and to identify responsibilities of the parties.
- Prepare and submit a regular status report that identifies the activities and milestones completed in the previous month and activities planned for the current month and the next month, including progress and payment milestones, and an updated Project Schedule.
- In the event that Motorola must replace or substitute a Project Manager, Motorola will immediately notify County of such a change and will provide County with a résumé of the person Motorola intends to substitute or change.

**Restrictions:**

- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.

- Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by Sarpy County and documented through the change order process.

## **6.2 County Responsibilities**

The County will designate a Project Manager who will direct County efforts and serve as the primary point of contact for County. The County Project Manager will have significant authority to make certain decisions relative to the project, on behalf of County, and will have direct access to County executive management for resolving problems beyond the Project Manager's immediate authority. The responsibilities of the County Project Manager include:

- Maintain project communications with Motorola's Project Manager.
- Identify the efforts required of County staff to meet County task requirements and milestones in the Statement of Work and Project Schedule.
- Review the preliminary Project Schedule with Motorola's Project Manager and assist Motorola in developing a detailed Project Schedule defining the detailed tasks and a schedule of Motorola and County responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure that support resources are available as scheduled.
- Participate in regular conference calls.
- Participate in Progress Reviews as scheduled.
- Provide timely responses to issues related to project progress raised by Motorola's Project Manager.
- Liaison and coordinate with other Local, State, and Federal agencies, other governmental agencies and County vendors, contractors and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the implementation schedule.
- Approve and release payments in a timely manner predicated on project deliverables.
- Ensure that all appropriate County personnel attend and actively participate in Progress Reviews, conference calls, and other project meetings.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one system administrator.
- Ensure acceptable Standard Change Request and Approval Letter(s) are approved by authorized signature(s).

- Work with Motorola personnel in designing and approving the format of an action item log to be used in conjunction with the project schedule. The purpose of the log is to identify outstanding issues, provide continual status updates on specific tasks and to identify responsibilities of the parties.
- Provide building access to Motorola personnel, who have been pre-screened by County, to all facilities where the system is to be installed during the project.
- Temporary identification cards should be issued to Motorola personnel if required for access to County facilities. Access must be available after business hours where required by Motorola, or as necessary to meet the project schedule. After hours access will be provided with escort by County employee.
- Provide any required parking permits to Motorola personnel for restricted access entry and/or parking.
- Obtain all FCC licenses, zoning, site access, and other permits (including, but not limited to, easements, impact studies, planning commission approval, variances, etc) necessary for this project and any other agreements required to gain use of sites.
- Provide the appropriate fire inspection and building inspection certificates.
- Provide adequate space, electrical, HVAC, communications lines and environmental appropriations for the Communications equipment to be installed by Motorola.
- Provide sites that meet Motorola's R56 Site Standards.
- Provide all travel accommodations for visits to Factory Testing.
- Provide a location to ship and store all communications equipment throughout the duration of the project
- Review and approve or revise delivered design documents within ten days of submission.

### **6.3 Contract Initiation - Kickoff Meeting and Initiation Activities**

The project will be initiated with a Project Kickoff meeting including key County and Motorola project participants. The objectives of the Kickoff meeting include:

- Introduce and exchange contact information of all project participants.
- Review roles of key participants and project review procedures.
- Establish a clear chain of communication and authority.
- Review overall project scope and objectives.
- Review resource and scheduling requirements.
- Review preliminary project schedule with County.

During the Project Initiation phase, Motorola will review and work with County to finalize the following project processes and procedures:

- Detailed Project Schedule
- Risk Management Plan

- Change Control Plan
- Issues Document and Action Item Log

### 6.3.1 Responsibility Matrix

Scope	Responsibility	Deliverable
Initiate the County's upgrade project with a Kick-Off Meeting.	Motorola and County	Documented project personnel names, responsibilities, contacts, and project review procedures
* Begin creating Risk Management Plan.	Motorola	Initial Risk Management Plan
Define format of the Issues and Action Item Log.	Motorola	Motorola Initial Issues and Action Item Log
Review change control procedures with County Project Manager.	Motorola	Initial Change Control Plan
Work with Motorola personnel in finalizing and approving the Change Control Plan.	County	Approved Initial Change Control Plan
Provide current system documentation.	County	Existing System Documentation

*\* In accordance with Project Management best practices, Motorola and Sarpy County will jointly develop a Risk Management plan for the project. Motorola will jointly identify the potential risk of the project implementation and identify risk mitigation plans. The Risk Management Plan is a living document, which will be reviewed and updated on a periodic basis as the project progresses. Generally accepted Project Management practices indicate that this approach minimizes the potential for undesirable events that negatively impact the project.*

### 6.3.2 Completion Criteria

This task is considered complete when the Project Kickoff Session has been held with Motorola and County representatives in attendance and project scope, schedules, procedures, roles and responsibilities are documented and agreed upon within ten (10) calendar days of the Project Kickoff Meeting.

## 7. CONTRACT DESIGN REVIEW.

County and Motorola will conduct a contract design review which will include both the Master Site / HPD Upgrade and the SmartX / Voice Radio System Fixed Network Upgrade as defined by the project schedule.

### 7.1 RD-LAP To High Performance Data (HPD) Upgrade Design Review

Completion of the Design Review will trigger the ordering and manufacturing of equipment for the Master Site / HPD Upgrade.

### 7.2 Voice Radio System Fixed Network Upgrade Design Review

County and Motorola have reviewed the SmartX / Voice Radio System Fixed Network Upgrade in a Preliminary Design Review. Following the design review process Motorola provided the County with an equipment list and pricing for the equipment necessary for this portion of the project.

Motorola and County deliverables and responsibilities are defined in the Responsibility Matrix below.

### 7.2.1 Responsibility Matrix

Scope	Responsibility	Deliverable
Site reviews will be conducted at each site where new or upgraded equipment will be installed.	Motorola and County	Site Reviews
County will obtain frequency coordination and Licensing for the 700 MHz channels required for the HPD subsystem.	County	Channels for HPD
Motorola will provide 700 MHz antenna network requirement detail as required for each of the HPD sites: Bellevue, KPTM, and Courthouse.	Motorola	Antenna Network Requirement Detail
A cutover plan will be developed. County will provide existing system and user information, such as shift information and specific vehicle information which must be taken in to account to develop a Cutover plan	Motorola and County	Cutover Plan
Establish demarcation to define the connection point between the Motorola-supplied equipment and Sarpy County supplied link(s) and external interfaces. 1) RF Connection to County-provided antenna network 2) Site Link connection VIA TeNSr HSU cards. 3) Ethernet connection for Message Switch at Motorola supplied border gateway.	Motorola and County	Document
Motorola and County will finalize the project implementation schedule.	Motorola and County	Project Schedule
The System Acceptance Test Plan will be reviewed.	Motorola and County	Acceptance Test Plan
Motorola will deliver a Design Document that reflects changes in design and scope, as well as definition of details determined during the Design Review. Motorola will update the equipment list as necessary to accommodate the specifics of the Design Review. Motorola will update the System Description to reflect changes in the	Motorola	Equipment List System Description System Drawings Statement of Work Project Schedule Change Orders (as necessary)

<p>system design.  Motorola will update the system drawings and documentation to reflect changes in the system design.  Motorola will update the SOW to reflect changes in the implementation scope.  Motorola and County will finalize the implementation schedule.  Motorola will submit a final Design Document to County through the change order process. This document will be baselined by the System Description, SOW, Project Schedule, and other documentation provided prior to contract approval.</p>		
<p>County will review the work performed by Motorola and sign an approval document for the Design Review.</p>	County	Approval Statement

**7.2.2 Completion Criteria**

This task is considered complete when the Design Review deliverables have been approved by County and an Acceptance Certificate has been signed by County and Motorola.

**7.3 Site Review/Preparation**

Site inspections will be conducted during this phase of the project.

**7.3.1 Responsibility Matrix**

Scope	Responsibility	Deliverable
Site inspections will review equipment locations to determine if any course of action is necessary to handle installation constraints.	County and Motorola	Identified installation constraints
County will provide existing site and system drawings as available.	County	Existing System Documentation
County will prepare all sites for the equipment implementation, based on Motorola provided site requirements, specifications, and the site inspection recommendations.	County	County Sites Meeting Site Readiness Conditions
County will provide any permits and licenses that are identified for the system.	County	Approved Licenses and Permits

**7.3.2 Completion Criteria**

This phase is considered complete when all necessary site improvements have been implemented by County and verified as complete.

**7.4 Develop Cutover Plan**

The implementation of the Voice Radio System Fixed Network upgrade (SmartX) will require a detailed cutover plan for a smooth transition of the existing system components into an integrated network with the new equipment.

**7.4.1 Responsibility Matrix**

Scope	Responsibility	Deliverable
County of will provide existing system information which must be taken in to account to develop detailed cutover plans. The existing system fleetmap, talkgroups, and console configuration will be retained.	County	Existing System and User Information
The HPD and Voice Radio System upgrade cutover plans will be developed. The plans will take into account the need to minimize the impact to users migrating to the new and upgraded systems. The cutover plan will include detailed rollback/fallback plans for applicable portions of the Cutover Plan	Motorola and the County	Cutover Plans
The Cutover Plans will establish clear Response Plans to address issues that may arise during implementation that impact system operations. The Response Plans will include identifying specific Escalation process, specific Motorola resources that will be required and available, specific points of contact and other related items.	Motorola and the County	Response Plans

**7.4.2 Completion Criteria**

This task is considered complete upon approval of the upgrade cutover and response plans.

**7.5 Finalize Project Schedule**

The objective of this task is to finalize the preliminary Project Schedule contained in the initial contract based upon the requirements identified and the associated project objectives, plans, schedules, approvals, priorities and inter-dependencies among tasks.

The Project Schedule will be finalized through the change order process and mutually agreed upon between the parties. The resulting document defines the specific project tasks to be completed and documents the final Project Schedule for each subsystem to be implemented.

**7.5.1 Responsibility Matrix**

Scope	Responsibility	Deliverable
Review with County personnel the identified implementation tasks, priorities, interdependencies and other requirements needed to establish the final Project Schedule	Motorola	Project Schedule Review
Analyze with Motorola project personnel the identified requirements and make such implementation decisions as are reasonably required to finalize the Project Schedule	County	Project Schedule Review
Prepare the final Project Schedule document and deliver it to County. Review the Project Schedule with County personnel and make changes and/or corrections that are mutually agreed upon through the change order process	Motorola	Project Schedule Finalization
Review the final Project Schedule and identify in writing any specific deficiencies.	County	Project Schedule Approval

### 7.5.2 Completion Criteria

This task is considered complete upon mutual agreement of the parties to implement in accordance with the final project schedule. This final Project Schedule will become the governing Project Schedule incorporated into the contract, but is subject to change upon mutual agreement of the parties.

### 7.6 Finalize Hardware and Fixed Equipment Design Requirements

Motorola will present design materials and the design approach of the Fixed Equipment during the Design Review. Motorola and County deliverables and responsibilities are defined in the Responsibility Matrix below.

#### 7.6.1 Responsibility Matrix

Scope	Responsibility	Deliverable
Motorola and County will review the site configuration requirements as proposed.	Motorola and County	Agreement of site configuration
Floor space and Tower space have to be secured for the equipment	County	Identification of floor space available and tower space available for County equipment
Building and Other permits to install antennas for equipment sites.	County	Permits and guidelines/limitations to install antennas and supporting equipment

### 7.7 Acceptance Test Procedures

Motorola will review the Acceptance Test Procedures (ATP) to provide an understanding of procedures used for testing the functionality and performance of the system. The ATP establishes a framework for County system acceptance. The tests will validate the functional performance of the system.

An ATP will be finalized for County's upgrade project as a part of the design review process. The ATP includes the acceptance criteria to ensure the equipment operates in accordance with the specifications identified in the contract.

**7.7.1 Responsibility Matrix**

Scope	Responsibility	Deliverable
Work with County in creating the ATPs.  Review the overall approach to testing including hardware, software and final system acceptance criteria.	Motorola	ATPs and Methodology
Work with Motorola in creating the ATPs  Provide related information requested by Motorola to assist Motorola in completing the ATP.  Review the baseline ATP document and identify in writing any specific deficiencies found within ten (10) days.	County	Review ATPs, provide written information and feedback
Submit a final ATP document to County for approval.	Motorola	Final ATPs
Review and approve the final ATPs.	County	Approval of Final ATPs

**7.7.2 Completion Criteria:**

This task is considered complete upon County acceptance and approval of the ATPs.

**8. ORDER PROCESSING.**

**8.1 Description**

The equipment required for the SmartX / Voice Radio System Fixed Network Upgrade portion of the project has been itemized separately from the equipment required for the Master Site and HPD portion of the project.

The equipment list for the SmartX / Voice Radio System Fixed Network Upgrade was priced in accordance with Motorola's Nebraska State Contract 11182 OC. A quotation was provided for this equipment so that it could be purchased for this project with funding from the Nebraska Emergency Management Agency (NEMA) FY 2007 Public Safety Interoperable Communications (PSIC) Grant, Award # 2007-GS-H7-0050 through City of Omaha

Purchasing as approved by the Omaha City Council, ordinance No. 38777, Fund 12151, Organization 130621.

Following the CDR, Motorola will place factory orders for the balance of the system hardware that is being purchased for the communications system. Motorola will place orders for required third-party equipment and execute required subcontracts.

**8.1.1 Responsibility Matrix**

Scope	Responsibility	Deliverable
Factory orders placed for all Motorola manufactured equipment	Motorola	Orders for Motorola manufactured equipment
Order placed for all third-party equipment	Motorola	Third-Party Equipment Orders
Motorola will execute subcontracts	Motorola	Subcontracts in place

**8.1.2 Completion Criteria**

This phase is considered complete when all equipment orders have been placed.

**9. MANUFACTURING AND FACTORY TESTING.**

**9.1 Description**

During this phase of the project, all equipment for County's HPD and voice system upgrade is manufactured, the system is Factory Staged, and shipped.

**9.2 Completion Criteria**

This phase is considered complete when Manufacturing and Development, Template Development, and Factory Staging are complete and approved by County.

**10. MANUFACTURING.**

**10.1 Description**

The Manufacturing activities commence after order processing.

**10.1.2 Responsibility Matrix**

Scope	Responsibility	Deliverable
Manufacture equipment and track third-party equipment orders.	Motorola	Communications System Hardware

**11. TEMPLATE DEVELOPMENT AND DATABASE MIGRATION.**

**11.1 Description**

Equipment programming and configurations are defined during the activity of Template Development and Database Migration. The County and Motorola will review County's

operational requirements and the impact of those requirements to various equipment configurations.

Equipment programming and configurations will be determined as defined in the responsibility matrix below.

**11.1.1 Responsibility Matrix**

Scope	Responsibility	Deliverable
Motorola will provide technical information to County to aid in determining equipment configurations and programming requirements.	Motorola	Standard Configuration and Programming Documentation
County will finalize the equipment configurations requirements.	County	Configuration Requirements
County will provide a zone database backup tape from the Smartzone 3.0 Zone Controller. A database "freeze" date will be established at the Contract Design Review.	County	Current database backup
In the event of failure of the Zone Controller tape drive the Motorola System Technologist will retrieve the database.	Motorola	Current database backup
Motorola will migrate the County's voice radio and user database from the Smartzone 3.0 format to the Smartzone 7.9 format	Motorola	Database migration
Motorola will develop templates for the following system components: ASTRO®25 Master Site Equipment, HPD site equipment, AEB, and MGEG. The Centracom Gold Elite console programming will be a transfer of existing configuration data.	Motorola	Templates
Motorola will provide and review templates for the provided (2) test HPD modems as defined by County requirements, for County approval.	Motorola	Template and Configuration Documentation
County will review the work performed by Motorola and sign an approval document.	County	Written Programming Template and Configuration Approval Statement

**11.1.2 Completion Criteria**

This task is considered complete when Motorola has the County's database ready for installation in the new system at CCSi and County has reviewed and approved the template and configuration documents.

## 11.2 Factory Testing

### 11.2.1 Description

The radio system manufacturing is followed by staging the radio infrastructure at CCSi.

The ASTRO 25 Master site, HPD site equipment, and SmartX convertors will be staged according to the project schedule.

The system will be configured as it will in the field for this Factory Testing, which will exercise the functional capabilities of the communications system.

The Factory Testing process will allow County personnel to witness Factory Testing in a controlled environment, as well as providing for a smooth and easy installation in the field. Motorola will perform system testing with equipment available for staging.

Motorola will set up and rack the system equipment on a site-by-site basis, as it will be configured in the field at each of County's sites.

Motorola will cut and label cables according to the approved CDR documentation, complete the cabling/connecting of the subsystems to each other, and assemble required subsystems to assure system functionality.

Motorola will confirm system configuration and software compatibility to the existing system, load application parameters on all equipment according to input from Systems Engineering, and complete the programming of the Fixed Network Equipment.

Motorola will inventory the equipment with serial numbers, installation references, and label information to specify interconnection for field installation and future servicing needs.

#### 11.2.1.1 Responsibility Matrix

Scope	Responsibility	Deliverable
County will provide two laptop computers (Motorola ML900 or equivalent) for connection to the HPD1000 modems for testing.	County	Laptop computers shipped to CCSi.
Motorola will perform a Functional Performance Test in order to verify the functionality of the communications system. The Functional Performance Test will include physical inspection and verification of the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted. Functional testing detail will be further defined during the Design Review.  Perform SmartX functional testing which	Motorola	Functional Performance Tests complete, system ready for County-witnessed Factory Acceptance Tests

includes: <ul style="list-style-type: none"> <li>• Test and validate UNC.</li> <li>• Power-up SmartX conversion box site equipment.</li> <li>• Verify SmartX site converter is discovered by the UNC.</li> </ul>		
County will pay for travel, lodging, meals, and all incidental expenses for County personnel and representatives to witness the Factory Acceptance Testing.	County	Attend Factory Acceptance Testing.
Motorola will perform County-witnesses tests based on the Factory Acceptance Test Plan.	Motorola	Acceptance Tests
County will sign written acceptance documents at the successful completion of the Factory Acceptance Testing Period.	County	Written Approvals of Factory Acceptance Test

**11.2.1.2 Completion Criteria**

This task is considered complete when County signs a certificate of acceptance of the Factory Acceptance Test.

**12. SITE PREPARATION.**

Motorola will define electrical requirements and heat load for each equipment rack to be installed at County’s facilities.

Motorola will provide equipment plan and elevation views of the racks that will be installed at the radio sites.

**12.1 Single Point Grounding**

County’s existing ground system was previously installed by Motorola in accordance with the document “Standards and Guidelines for Communications Sites - R56”. The new equipment installed under this agreement will be bonded to the site ground system in accordance with the Motorola R56 Standards.

**12.2 Transient Voltage Surge Suppression**

Transient voltage surge suppression for telephone circuits, AC power, radio frequency (RF) cabling, and all other applicable external connections and utilities are required to meet or exceed the Motorola document “Standards and Guidelines for Communications Sites - R56”.

**12.3 Electrical**

Sites must have electrical service and electrical wiring that meets all applicable County, State, and National Electrical Codes (NEC) requirements.

**12.4 Equipment Space**

Sites must have sufficient floor and desk space for the Motorola supplied equipment as identified in the approved equipment installation location document.

**12.5 Environmental Conditions**

Sites must have adequate environmental controls to meet the heating, ventilation, cooling, and humidity requirements for all equipment that will be installed at the site.

**12.6 Site Access**

County shall provide site access for scheduled site audits, installation, optimization, system troubleshooting and completion of ATP. County shall be responsible for coordinating and scheduling with the Motorola Project Manager access to sites not directly controlled by County.

**13. INSTALLATION OF FIXED NETWORK EQUIPMENT (FNE).**

**13.1 Description**

Installation of the Fixed Network Equipment (FNE) consists of the radio communications infrastructure and computer equipment at the RF sites, dispatch center and control center. Sarpy County is responsible for the installation of the fixed network equipment including the Master Site, SmartX converter, MGE, and HPD RF.

Sarpy County is also responsible for the purchase and installation of the 700 MHz antenna network equipment at the HPD base radio sites including all site related work, antenna and line installation, and the antenna and line sweeps, as required.

The installations will occur in accordance with the Project Schedule allowing each phase to be implemented as appropriate.

**13.1.1 Responsibility Matrix**

Scope	Responsibility	Deliverable
<p>Site Ready: County will prepare the sites for equipment installation, resolving any site deficiencies identified during the site visits and Contract Design Review. Sites will be ready according to the project schedule for equipment installation.</p>	<p>County</p>	<p>Sites Meeting Site Preparation Requirements for Installation</p>
<p>General Installation Responsibilities: County will install the new system equipment that is provided in the equipment list. Miscellaneous cabling and hardware required will be provided by County. County will ground and bond the site equipment to the ground system, in accordance with the R56 site installation standards. County will remove and dispose of any debris that is a result of the project activities from the site.</p>	<p>County</p>	<p>New Equipment Installations per Motorola's Site Quality Standards</p>
<p>General Installation Responsibilities: Motorola will create CCSi "As Built"</p>	<p>Motorola</p>	<p>"As Built" documentation</p>

documentation for inclusion in the final project documentation.		
County will provide antenna network as required for 700 MHz at each of the HPD sites: Bellevue, KPTM, and Courthouse.	County	Antenna network
Master Site Installation: County will install the new Master Site in the equipment control room at the Sarpy 911 center.	County	Equipment Installation
SmartX Installation: County will provide the physical installation of the SmartX site Converter at the Master Site location.	County	Equipment Installation
SmartX Installation: Motorola will interface the existing Smart Zone channel banks to the SmartX converter.	Motorola	Equipment Installation
MGEG Installation: County will install the (2) MGEG equipment in the County provided rack space. County will install Motorola provided MGEG to console equipment interface cabling.	County	MGEG installation completed, ready for Motorola integration
Console PCs: Motorola will install the Operating System on the new operator position PCs and new Elite server which will be staged.	Motorola	Staged Equipment Upgraded
Console PC Installation: County will install the new console PCs and server at the County dispatch location and connect them to the Elite LAN.	County	Equipment installation
Console Upgrades: County will install the software refresh for the fielded console CEB boards which will not go to staging. This includes: COIM, LOMI, AIMI, AMB, and ZAMBI software, as required, following the direction of the onsite Motorola System Technologist.	County	Upgrade of existing console system equipment
Console Upgrades: Motorola will perform integration of the new MGEG equipment along with required Elite Admin and AEB reprogramming and configuration	Motorola	Console system ready for connection to SmartX
County and Motorola will sign installation acceptance certificates, as needed.	County and Motorola	Signed Equipment Acceptance Documents

### **13.1.2 Completion Criteria**

This task is considered complete when Motorola and County review FNE installations and sign the installation check sheets. In addition, Motorola and County will verify that the equipment successfully powers up.

## **14. SUBSCRIBER EQUIPMENT INSTALLATION.**

### **14.1 Description**

No subscriber equipment or services are included in Motorola's base offering to County, except for the two provided HPD 1000 test modems.

## **15. SYSTEMS INTEGRATION AND OPTIMIZATION.**

### **15.1 Description**

An integration and optimization phase will occur for each of the sub-systems.

During the integration and optimization, Motorola will configure, optimize, and program all system equipment as defined in the Statement Of Work (SOW). Motorola will integrate all of the Motorola provided subsystems, as well as integrate County provided subsystems into the communications system based on demarcation points defined in the SOW or during the Contract Design Review. Motorola technologist(s) will be onsite for this phase and will prepare the system for acceptance testing. This process will include the following tasks:

- Verify site link performance prior to the interconnection of the Motorola supplied equipment to Sarpy County's microwave system.
- 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.
- Verify communications interfaces between devices for proper operation.
- Test that system features and functionality are in accordance with manufacturer's specifications and that they comply with the final configuration established during the CDR/system staging.
- Integrate the existing 3600 system with the new ASTRO 25 Master Site to ensure wide-area operation. Note: No 3600 system optimization is included. A separate quote can be provided if desired.
- Integrate the consoles into the new ASTRO 25 Master Site to ensure proper "global" operation.

The Motorola Technologist will maintain a punch list of items that need resolution. County will be responsible for directing the activities of non-Motorola subcontractors and supporting agencies. County is also responsible to coordinate all on-site integration activities including assistance to Motorola for system testing requiring participation from non-Motorola subcontractors.

Motorola and County will each ensure that any of their subcontractors perform in accordance with the implementation schedule.

Scope	Responsibility	Deliverable
<p>Provide and install all communication lines and equipment that are not Motorola provided deliverables.</p> <p>Provide all required liaison support with the agencies and vendors required to support the solution.</p> <p>Ensure that the necessary technical support is made available for installation and testing with third party vendors and interfaces.</p>	County	County Provided Equipment and Interfaces Required for Integration
<p>Install all new TeNSr Channel bank cards to support HPD connectivity on existing T1's from the remote sites to the Master Site.</p> <p>Install appropriate interface between the existing message switch and the new HPD County Network Interface.</p> <p>Provide the IP address space required to support the HPD system (subscribers).</p>	County	Installation of interfaces
<p>Integrate, optimize, and test the hardware, software and interfaces as specified in the contract.</p>	Motorola	Integration of Equipment
<p>Maintain a punch list of items that need resolution.</p> <p>Manage the resolution of punch list items.</p>	Motorola	Punch list Resolution

**15.2 Completion Criteria**

This task is considered complete when the system is ready for acceptance testing.

**16. ACCEPTANCE TESTING.**

**16.1 Description**

Motorola proposes two acceptance test procedures. This process provides acceptance testing for the Master Site and HPD network and the SmartX integration of the 3600 voice radio and console sub-systems. All tests will be reviewed and approved by County during the Design Review task.

**16.2 Equipment Installation Acceptance**

### 16.2.1 Description

Equipment installations will be inspected to ensure adherence to quality standards. This process is intended to verify that County's installation meets Motorola's R56 specifications. Equipment installation inspection will occur for the Master Site, HPD sites, and dispatch location.

### 16.2.2 Responsibility Matrix

Scope	Responsibility	Deliverable
Fixed Equipment Master Site Installation Inspection	Motorola	Installation Inspection Audit
Fixed Equipment HPD and SmartX Installation Inspections	Motorola	Installation Inspection Audit
Dispatch Site Installation Inspections	Motorola	Installation Inspection Audit

### 16.2.3 Completion Criteria

This task is considered complete when the installation inspections are complete and signed off by County and Motorola.

## 16.3 Functional Tests

### 16.3.1 Description

System Functional Acceptance Tests will be performed when the system optimization is complete. The Functional Acceptance Tests verify the functionality tested at Factory Testing. These tests will verify the system operation. Successful completion, with open items, will constitute system acceptance. Final Project Completion will be granted when all open punchlist items are closed.

If deficiencies are found during the testing, both the deficiencies and resolutions to the deficiencies shall be documented and agreed upon. If the documented deficiencies do not prevent productive operational use of the system, as determined by County then the test will be deemed complete. Motorola will, however, remain responsible for the resolution of the documented deficiencies using a punch list as a controlling document for resolution planning.

#### 16.3.1.1 Responsibility Matrix

Scope	Responsibility	Deliverable
Motorola will perform functional ATPs for the communications system. During each test, test results will be recorded for review and approval of the test.	Motorola	Execution of Functional Acceptance Testing

Upon successful completion of the HPD and SmartX Functional Acceptance Tests, County and Motorola will sign acceptance certificates.	County and Motorola	Written Approval of Successful Functional Acceptance Testing
--	---------------------	--

**16.3.1.2 Completion Criteria**

This task is considered complete upon County approval and sign-off of the Functional Acceptance Tests and constitutes system acceptance

**16.4 30-Day Reliability Test**

**16.4.1 Description**

A 30-day Reliability test will be conducted upon completion of the cutover. The 30-day test will provide an opportunity for the system to be exercised under load. A test process will be created as a component of the Acceptance Test Plans. See Exhibit B-2 “Thirty-Day Standalone Performance Test Plan” for a detailed description.

**16.4.1.1 Responsibility Matrix**

Task	Responsibility	Deliverable
The system will undergo a 30-Day Reliability Test.	Motorola	Execution of 30-Day Reliability Test
Upon successful completion of 30-Day Reliability Test, County and Motorola will sign a reliability test completion certificate..	County	Written Approval of Successful 30-Day Reliability Testing

**16.4.1.2 Completion Criteria**

This task is considered complete upon County approval and sign-off of the Equipment Installation Acceptance, Functional Test, and 30-Day Reliability Test.

The successful completion of the acceptance tests constitutes acceptance of the software and hardware provided by Motorola. Upon completion of this Acceptance Test Plan, Sarpy County representatives participating in and observing the tests will sign off on the ATP, signifying acceptance of the system.

If no punchlist items are identified during the acceptance testing process, and Motorola has completed all other project deliverables, the Sarpy County authorized signature will represent Final System Acceptance. If a punchlist of unresolved issues is created as a result of the acceptance testing, Final System Acceptance will occur upon resolution of all items on the punchlist.

**17. TRAINING.**

The purpose of the Training Program is to provide County with a core set of technical training sessions that will ensure the successful integration of the system into daily operations.

Upon completion of the training program, County personnel will be able to operate, maintain, and manage the system, enabling County to provide a smoother and more efficient operation of the system.

Motorola will conduct their standard training courses to thoroughly train County personnel on the use of the systems and County technical personnel on the operation and support of the system.

**17.1 Responsibility Matrix**

Scope	Responsibility	Deliverable
Motorola will schedule the training classes defined in the training plan with County personnel and the training provider.	Motorola	Scheduled Training Classes
County will provide the facility for all scheduled training classes.	County	Training Facility
County will provide access to the system equipment required for training, as defined in the Training Plan.	County	Equipment for Training
Upon approval of Field Performance Tests, Motorola will provide training to designated personnel in accordance with the Training Plan.	Motorola	Deliver Training

**17.2 Completion Criteria**

This task is considered complete when the training has been delivered as described in the Training Plan.

**18. CUTOVER TO NEW SYSTEM OPERATIONS.**

**18.1 Description**

The HPD infrastructure will be operational upon completion of the HPD system ATP. Other than two test modems, County will not place HPD subscriber units on the network until after the SmartX subsystem installation and integration of the 3600 system is completed. Cutover of the SmartX voice radio system and console sub-system occurs simultaneously with that project installation task due to the nature of the SmartX implementation and system operation at which point the entire system is operational and ready for system functional acceptance testing

Following the successful completion of the Functional Acceptance Tests, County will sign the functional acceptance test document and Warranty Transition Certificate. County will then begin cutover of the HPD users to the new communications system.

**18.2 Completion Criteria**

This task is considered complete when the 3600 system is operational on the SmartX converter and the HPD system is available for subscriber unit cutover.

## **19. SYSTEM DOCUMENTATION.**

Motorola provides documentation of the system equipment, configuration, and system testing. Documentation will be provided in electronic file format on suitable media [e.g. CD, DVD, USB drive]

Standard documentation such as manuals will be provided in a viewable format [e.g. pdf]. Custom documentation will be provided both in a viewable format [e.g. pdf] and in the documents standard format [e.g. dwg].

### **19.1 Design Documentation**

Motorola will create the following standard documents for the provided equipment during the design phase:

- System description
- Equipment list
- Deliverables list
- Master Site and HPD Site Sub-System Equipment Rack Configurations
- Block and level diagrams for system and sites
- Installation and Cutover Plan
- Acceptance test procedures
- Programming parameters

### **19.2 Factory Staging Documentation**

Motorola will create the following documents at system staging:

- Programming templates
- Interconnection drawings
- Interconnection charts
- Re-assembly instructions
- Interconnection cable description and inventory
- Printout of equipment parameters
- Inventory with serial numbers and installation reference
- Software/firmware version numbers

### **19.3 System "As-Built" Documentation**

Motorola will supply "as-built" documentation for the provided system. The documentation will consist of:

- Equipment inter-cabling diagrams for each site
- Demarcation wiring lists

- Equipment by site
- Site inventory lists
- Field ATP test sheets and results

#### 19.4 Equipment Manuals

Motorola will provide standard operation and technical equipment manuals.

### 20. PROJECT FINALIZATION.

#### 20.1 Description

The finalization phase of the project consists of ensuring that all criteria for Final Project Completion have been met.

##### 20.1.1 Responsibility Matrix

Scope	Responsibility	Deliverable
Motorola will resolve punch list items documented at System Acceptance	Motorola	Approved Punch list Resolution
Motorola will conduct a 30-day reliability test to verify successful system operation under load as per section 16.4 and Exhibit B-2	Motorola	Successful completion of 30-day reliability test.
All documents listed in Documentation Section will be submitted, as they become ready.	Motorola	System Documents
Final approvals of all Documents	County	Written Approval Statement(s)
County will acknowledge Final Project Completion and sign the Final Project Acceptance documents.	County	Signed Final Project Acceptance Documents

##### 20.1.2 Completion Criteria

This task is considered complete when County and Motorola have signed the Final Project Acceptance documents. The County will issue the final milestone payment to Motorola at this time.

### 21. WARRANTY PERIOD.

#### 21.1 Description

The services provided through the system warranty are delivered in this phase of the project.

##### 21.1.1 Responsibility Matrix

Scope	Responsibility	Deliverable
Warranty Transition Certificate	Motorola & County	Agreed Warranty Start Date
Documented Customer Support Plan	Motorola & County	Agreed upon service procedures and expectations document

### 21.1.2 Completion Criteria

This task is considered complete when the warranty period expires.

## 22. SYSTEM PERFORMANCE.

System Performance is composed of many elements,. Motorola will be responsible for the performance of all equipment as provided by Motorola under this contract. County will assume responsibility for the performance of all other equipment necessary for completion of this project not provided by Motorola. Motorola's responsibilities for this project are further defined in the Project Schedule and in the Work Breakdown Structure (depicted in the Responsibility Matrices in this Statement of Work). Some of the system issues that can impact system performance are listed below with descriptions of Motorola and County responsibilities in those areas.

### 22.1 Equipment Performance

The project implementation requires the integration of existing County equipment with equipment provided under this contract.

#### Motorola Provided Equipment

Motorola is responsible for the performance of all new Motorola provided hardware. This hardware must operate functionally as described in the System Description, when operating within environmental specifications and in an RF environment that complies with the Motorola R56 specification. When the hardware environment is outside of electromechanical and environmental specifications, performance is no longer guaranteed.

#### County Provided Equipment

County is responsible for the performance of all existing and County provided hardware that will be interfaced with or integrated into the various subsystem implementations for this project.

---

# EXHIBIT B-1

## PRELIMINARY PROJECT SCHEDULE (Dated: 12/22/2010)

### AGREEMENT BETWEEN SARPY COUNTY, NEBRASKA AND MOTOROLA, INC.

---

A final project schedule will be developed during the Contract Design Review process. Tasks will overlap and be completed in parallel as required in order to assure an optimal implementation and smooth migration and cutover. Specific tasks will be identified as the responsibility of Motorola, the County, or both in accordance with the responsibility matrices contained in the contract.

PRELIMINARY PROJECT SCHEDULE	DURATION	START	FINISH
<b>Contract</b>	9	12/29/2010	1/11/2011
<b>Project Kick - Off</b>	5	1/5/2011	1/11/2011
<b>Contract Design Review</b>	15	1/12/2011	2/2/2011
<b>Freq Coord/Licensing, Modifications As Needed</b>	90	2/3/2011	6/9/2011
<b>Site Development @ All Sites As Needed</b>	75	2/3/2011	5/18/2011
<b>Order Processing and Manufacturing</b>	54	2/11/2011	4/28/2011
<b>Staging</b>	42	4/28/2011	6/28/2011
<b>FNE/Antenna/Line Installation</b>	56	6/29/2011	9/16/2011
Receive and Inventory FNE	4	6/29/2011	7/5/2011
Channel Bank Configuration/T1 reconfig	10	7/6/2011	7/19/2011
HPD: Install FNE Master Site Sarpy Courthouse	15	7/13/2011	8/2/2011
HPD: Install FNE, Ant/Line-Courthouse Prime/Remote Site	12	8/3/2011	8/18/2011
HPD: Install FNE, Ant/Line - Remote Bellevue Site	10	8/19/2011	9/1/2011
HPD: Install FNE, Ant/Line - Remote KTPM Site	10	9/2/2011	9/16/2011
FNE, Antenna/Line Install Complete	0	9/16/2011	9/16/2011
<b>Console Installation</b>	88	6/29/2011	11/1/2011
<b>SmartX Installation</b>	2	11/2/2011	11/3/2011
<b>System Optimization</b>	59	9/19/2011	12/12/2011
<b>Training</b>	15	12/13/2011	1/4/2012
<b>Audit and Acceptance Testing</b>	73	11/4/2011	2/20/2012
R-56 Master/RF Sites	4	11/4/2011	11/9/2011
R-56 Control Sites	1	11/10/2011	11/10/2011
R-56 Punchlist Resolution	5	11/11/2011	11/17/2011
Perform System Testing	5	12/13/2011	12/19/2011
SATP Acceptance (FATP)	2	12/20/2011	12/21/2011
<b>30 Day Reliability Test</b>	40	12/22/2011	2/17/2012
<b>Cutover</b>	1	2/20/2012	2/20/2012
<b>Finalize</b>	17	2/21/2012	3/14/2012

---

# **EXHIBIT B-2**

## **THIRTY-DAY STANDALONE PERFORMANCE TEST PLAN**

**AGREEMENT BETWEEN  
SARPY COUNTY, NEBRASKA AND MOTOROLA, INC.**

---

### **1. OVERVIEW.**

This 30-day standalone performance test is designed to demonstrate the successful operation of the system over a period of time. The 30 day standalone test requires that the system must operate with all units which have been installed for 30 days without a major failure.

#### **1.1. Methodology of Testing.**

##### **1.1.1. Evaluation Period.**

The evaluation period for the Motorola provided equipment shall begin on the first calendar day following the completion of the Staging, Site, and System Functional ATPs and shall run for a duration of 30 calendar days.

County reserves the right to refuse start of the 30 day performance test until all discrepancies have been resolved to the satisfaction of County. County will review all test results and prepare the official list of discrepancies, if any. Motorola shall support this effort by submitting its own list of discrepancies detected/identified during testing and/or inspections conducted by either Motorola's or County's PM.

##### **1.1.2. Operational Fault.**

An operational failure is defined as the following:

- A complete failure of a trunking site. This type of failure is defined as failsoft, or if a site becomes inoperable.
- Complete failure of redundant components. Failure of existing hardware will not be deemed an operational fault and will be addressed through County's standard maintenance procedures.
- More than 5% of either mobiles or portables exhibiting the same failure, due to the same cause, which shall be referred to as a "chronic failure".
- More than three operator positions exhibiting the same failure, due to the same cause, which shall be referred to as a "chronic failure".
- Intermittent, documented disruption to operations directly caused by the upgrade. To be defined as an intermittent disruption, the fault must have occurred at least twice. Disruption to operations would include Major issues such as loss of communications or system functionality, but would not include minor, annoying, or cosmetic issues such as erroneous alarm reports or misspelling or mislabeling.

### **1.1.3. Other Faults.**

Except as expressly listed in operational fault, any other defect is not an operational fault or Motorola's responsibility. For example, telephone link failures, non-Motorola supplied equipment or software failures, or anything beyond the Motorola defined demarcation points is the responsibility of the County. Other Motorola components that may fail during the evaluation period will be repaired under warranty at no charge to the County, but shall not be an operational fault.

### **1.1.4. Operational Fault Identification Procedure.**

If the County perceives a fault, the County has the responsibility for notifying Motorola within 12 hours of the fault. Motorola shall respond by phone within 2 hours of the initial contact to work with the County to determine the cause of failure. The County shall track and summarize all problem reports related to the System. If the failure is determined to be Motorola's, then Motorola will repair the fault at no charge to the County, as defined by the equipment warranty.

Motorola's Operational Fault Testing Procedure will address both possible hardware and system software failures as identified and described in section 1.1.2. Major/Minor Operational Fault.

Motorola will use the Operational Fault Testing Procedure to determine the nature of the perceived fault.

### **1.1.5. Operational Fault Testing Procedure.**

Motorola will use proven troubleshooting and test equipment procedures to verify the fault. Motorola will use the same equipment and procedures that were used to complete the testing and optimization of the system to verify the fault. Successful verification of the fault will result in the implementation of the Operational Fault Resolution Procedure.

### **1.1.6. Restart for Operational Fault.**

In the event of an operational fault during the standalone performance test / evaluation period, the test shall be paused and corrective action shall be taken and approved. The respective Program Managers of Motorola and the County will negotiate whether the 30 calendar day test must restart from the beginning or resume from another point of the test calendar.

### **1.1.7. Successful Completion of the 30 day Period.**

At the successful completion of the 30 day Operational Period, the System will be deemed to have been Finally Accepted.

---

# EXHIBIT C

## MAINTENANCE AND PREVENTATIVE MAINTENANCE

AGREEMENT BETWEEN  
SARPY COUNTY, NEBRASKA AND MOTOROLA, INC.

---

### **1.1 OVERVIEW.**

Motorola will provide warranty services per Motorola's standard warranty terms and conditions as outlined within this Agreement, and Exhibit B - Statement of Work. During this one-year warranty period and for the one year following the warranty period, Motorola will provide Sarpy County with Motorola's robust and comprehensive support service offering. (See section C-1 for the applicable services included in the one year following warranty)

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.

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.

### **1.2 WARRANTY SERVICES.**

#### **1.2.1 ENHANCE SYSTEM SUPPORT**

Motorola's comprehensive and sophisticated all inclusive maintenance support program is called the Motorola Enhanced System Support (ESS). The ESS plan is the method by which Motorola delivers a combination of services to provide full operational support of County's High Performance Data and voice system. ESS Services are included as part of the System Support Plan for the period of this agreement. ESS services cover all system infrastructure equipment provided by Motorola under this agreement.

#### **1.2.2 DISPATCH SERVICE.**

The System Support Center's (SSC) Call Center Operations is the central point of contact for all County's technical customer service requests. Their function is to manage all calls so the request will be tracked and monitored from beginning to end, via the Case

Management process. With detailed accounts of each customer system at our fingertips, Customer Support Representatives are trained to prompt the caller for information necessary to understand the situation and determine the next steps to be taken. The team tracks the status of the County's Case and ensures that all personnel involved have access to your information. If a problem is experienced during the Case Management process, the Customer Support Representative may escalate the issue to the appropriate service management team. Appropriate action will be taken to resolve the issue and ensure County's satisfaction and Motorola compliance to Motorola's contracted commitments.

Motorola will respond to fixed equipment failures within one hour through predetermined communications defined in the Customer Support Plan. This response may be in the form of notifying County's assigned technician or a remote response through dial-up. Repairs will be performed in the most expeditious manner possible either remotely by the Motorola System Support Center, or locally by the County's technician utilizing a Field Replacement Unit (FRU). If it is determined that the necessary replacement unit is not available locally, it will be shipped overnight from inventory at the Motorola System Support Center.

### **1.2.3 NETWORK SECURITY MONITORING.**

Network Security Monitoring includes:

- Network Monitoring
- Security Monitoring
- Pre-Tested Software Subscription (PTSS)

Each of these deliverables is described in detail below.

#### **1.2.3.1 Network Monitoring**

Motorola will remotely monitor the Sarpy County system from Schaumburg, Illinois at Motorola's System Support Center (SSC) where technologists electronically observe network performance and stability continuously 24 hours a day, 7 days a week. With all network variations, either expected or unexpected, Motorola's technologists will take appropriate action to maximize network uptime and overall preparedness.

When the SSC detects an event, trained technologists acknowledge the event, run remote diagnostic routines, and initiate an appropriate response. Appropriate responses may include, but are not limited to, continued monitoring of the event for further development, attempts to restore the system remotely, or opening a "case" (an electronic service request) for dispatch of a Sarpy County technician.

The SSC will maintain regular contact with the on-site technician until the system is restored and the case is closed. Through extensive Case Management, the SSC continuously tracks and manages case activity from open to close through an automated case tracking process. Case Management allows Motorola to ensure timely resolution and provides a mechanism for performance and activity reports.

#### **1.2.3.2 Security Monitoring.**

The goal of network security monitoring is to maintain the integrity, availability, and accessibility of the Sarpy County system. The combination of Network Monitoring and Security Monitoring provides the best protection for meeting that goal. The combined service provides all of the essential elements for rapid detection of security events, timely responses, and quick recovery. In the event of a security incident that threatens the radio network, the Network Operations Center (NOC) and Security Operations Center (SOC) teams working together can quickly identify the security issue, engage the world's security community if need be, work to contain the threat, and quickly begin remediation. Motorola's NOC and SOC are collocated, having visibility to the same case data and access to each other's escalation tiers with the ability to instantly share information to quickly identify and resolve issues.

Additionally, Motorola's NOC and SOC teams have visibility to hundreds of systems worldwide. The combination gives a view greater than the sum of the individual views. The combined network and security monitoring service leverages that combined view to bring radio network expertise and security expertise to bear. This tight coupling of NOC and SOC capabilities and expertise ensures rapid event detection and incident response.

Motorola's Network Security Monitoring Service provides security assurance by proactively managing the security elements present on the system to mitigate risk from viruses, worms, or attacks whether deliberate or inadvertent. This may include periodically deploying the latest release of pre-tested anti-virus definitions to the anti-virus management server and/or updating the intrusion detection sensor signature files on the network barrier. Motorola will also modify intrusion sensor settings and update firewall settings as determined by Motorola.

Specifically, Network Security Monitoring Service provides:

- 24 x 7 x 365 real-time monitoring of security elements
- Data collection, event analysis, and incident response
- Pre-testing, certification, and deployment of anti-virus definitions and intrusion detection sensor signatures
- Routine and urgent updates/notifications
- Reporting

#### **1.2.3.3 Pre-Tested Software Subscription (PTSS).**

With PTSS service, Motorola pretests the updated commercial anti-virus definitions for the Microsoft Windows®-based boxes on a system. This service will also include pre-testing operating system software patches and signature files on the intrusion detection sensors, if present on the Sarpy County system. Motorola will receive and test anti-virus definitions for the Microsoft Windows boxes, intrusion detection sensor signatures, and operating system patches from commercial suppliers selected by Motorola.

PTSS includes:

- Pre-tested weekly updates, or within 24 hours on urgent updates. Motorola tests, addresses issues, and releases updates weekly; within 24 hours, if urgent

Motorola's IT expertise, radio expertise, security expertise. Multi-million dollar test facility for pre-testing.

- Heads-up, head start. Motorola receives updates from vendors in advance, before they are released to general public.
- Motorola manages license renewal of customer subscription with Symantec/ISS. Prevents license lapse from preventing an update.
- Support for current release of system software and two prior releases.

#### **1.2.4 TECHNICAL SUPPORT.**

In addition to the system being continuously monitored remotely, Technical Support is available by telephone 24 hours a day, 7 days a week for service issues detected locally in the field. Motorola's Technical Support Staff provides telephone support for technical issues requiring a high level of communications network expertise and troubleshooting. The Technical Support Center is staffed with highly trained technologists specializing in the diagnosis and resolution of network performance issues. Each technologist has been trained to analyze, isolate, and work virtually any scenario to a swift resolution.

The Technical Support technologist may remotely access the system to more clearly define a problem and determine the area of failure in order to decide on the most suitable action plan. If the problem is beyond the scope of the SSC's support staff, they will contact key personnel who are involved with the design, development, and manufacture of the system components for resolution.

#### **1.2.5 ON-SITE INFRASTRUCTURE RESPONSE.**

Motorola's Warranty and Maintenance Program for County combines the services of the County's technical staff with additional Motorola technical, engineering, and administrative support as required. This approach allows for maximum utilization of resources.

The County's technical staff may be supplemented on an as required basis with additional Motorola technicians and/or authorized subcontractor resources. These additional resources and personnel will be approved in advance by Sarpy County and will be subject to the county's non-disclosure agreement.

In addition, Motorola provides a local Customer Support Manager (CSM) who serves as a liaison between County and Motorola's resources. The CSM will ensure compliance of all services provided under warranty and system life-cycle account management. The CSM will serve as the defined point of contact for the following:

- Issuing resolution and escalation
- Monitoring of contractual performance
- Providing review and analysis of any problems/issues and fostering a partnership for continuous improvement

#### **1.2.6 INFRASTRUCTURE REPAIR WITH ADVANCED REPLACEMENT.**

Infrastructure Repair provides repair service to Motorola and select third party equipment. Equipment is serviced down to the component level at the Motorola

Infrastructure Depot Operations ("IDO"). At Motorola's discretion, select third party equipment may be sent to the original equipment manufacturer or third party vendor for repair.

When available, Motorola will provide the County with an Advanced Field Replacement Unit(s) "FRU(s)" in exchange for the County's malfunctioning FRU (s). Non-standard configurations (none are currently identified in this Contract) and any County-modified units are excluded from this service. Malfunctioning FRU (s) will be evaluated and repaired by Motorola's (IDO) and returned to IDO FRU inventory upon completion of repair. In cases where advanced replacement is not an option, such as when the County requires the exact serial number in order for equipment to be returned, the FRU may be available on a loaner basis.

Motorola has the following responsibilities:

- Maintain and provide access to an inventory of FRU, subject to availability, that can be shipped from IDO to the County or Servicer upon request as described below. IDO reserves the right to provide new or refurbished units as FRU. The FRU will be of the same kit and version, and will contain similar boards and chips, as the County's malfunctioning FRU(s).
- Program FRU which will be exchanged with the County's malfunctioning unit to original operating parameters based on templates provided by the County.
- Properly package and ship FRU from IDO's FRU inventory to the County specified address. During warranty Motorola will be responsible for appropriate shipment of FRUs. Otherwise, an FRU is sent next day air (paid by Motorola) via Federal Express Priority Overnight or UPS Red unless otherwise requested. Shipments outside of the above mentioned delivery programs such as NFO (next flight out), are subject to additional charges to be paid by the County.
- Other than during warranty, Motorola will pay shipping and handling during normal operating hours of Monday through Friday 7:00 am to 7:00 pm CST, excluding holidays. Shipments outside these hours are subject to additional shipping and handling charges to be paid by the County.
- When sending the FRU to the County, provide a return air bill in order for the County to return the malfunctioning FRU.
- Receive equipment from the County in the FRU's shipping container and document its arrival, repair and return. Provide return authorization numbers when requested as mentioned below.
- Perform the following service on Motorola Equipment:
- Perform an operational check on the equipment to determine the nature of the problem.
- Replace malfunctioning Components with new or refurbished assemblies.
- Verify that Motorola Equipment is returned to manufactured specifications, as applicable.
- Perform a Box Unit Test on all serviced equipment.
- Perform a System Test on select equipment when possible.

- Provide the following service on select third party Infrastructure:
- Perform pre-diagnostic and repair services to confirm equipment malfunction and eliminate sending equipment with no trouble found (NTF) to third party vendor for repair, when applicable.
- Ship equipment to the original equipment manufacturer or third party vendor for repair service.
- Coordinate and track equipment sent to the original equipment manufacturer or third party vendor for service.
- Perform a post-test to confirm malfunctioning equipment has been repaired and will function properly in the Sarpy County configuration.
- Reprogram Equipment to original operating parameters based on templates provided by the County as noted below. If the County template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning equipment is due to a Software defect, IDO reserves the right to reload equipment with a similar Software version provided that version will function in Sarpy County's communications system identically.
- Properly package and return ship (Motorola will pay return shipping charges) equipment to the County specified address or if the County FRU was exchanged with an IDO FRU, return the County's FRU(s) to IDO's FRU inventory upon completion of repair.

The County has the following responsibilities:

- Contact the Motorola System Support Center (SSC) and request an advanced FRU exchange or a return authorization number (for all other repairs) prior to shipping malfunctioning equipment or third party Infrastructure when not covered by a warranty. The initial call to the SSC may be from Servicer if, pursuant to this Contract, Servicer is acting on the County's behalf.
- Provide model description, model number, serial number, type of system and Firmware version, symptom of problem and address of site location for FRU or equipment when not covered by a warranty.
- Indicate if known that the Equipment or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Equipment being sent in for service.
- Upon receipt of the FRU from IDO's FRU inventory, properly package the County's malfunctioning equipment and ship the malfunctioning equipment to IDO within five (5) business days for evaluation and repair as set forth above. Upon request, the County will send the return air bill number, referenced above back to IDO in order to ensure proper tracking of the return. The County will be subject to a replacement fee for FRU not properly returned. For equipment and/or third party Infrastructure repairs that are not exchanged in advance, properly package equipment and ship the malfunctioning FRU to Motorola. Clearly print the return authorization number on the outside of the packaging. The County is responsible for properly packaging the

County FRU or IDO FRU to ensure that the shipped equipment arrives un-damaged and still in repairable condition.

- Maintain templates of Software/applications and Firmware for reloading of equipment as set forth above.
- Cooperate with Motorola to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to the County.

In addition to any exclusions named in Terms and Conditions or the Excluded Services section of this Warranty and Support Plan the following items are excluded from Infrastructure Repair with Advanced Replacement:

- Physically damaged equipment.
- Third party equipment not provided by Motorola with the original sale and not specifically added to this Contract.
- Consumable items, except defective items during warranty.
- Test equipment, except defective items during warranty.
- Racks, furniture and cabinets, except defective items during warranty.
- Firmware and/or Software upgrades.

#### **1.2.7 SOFTWARE SUBSCRIPTION AGREEMENT/SOFTWARE UPGRADE DESIGN.**

In order to keep County's system operating with current functionality and to prolong the useful life of the system, Motorola has provided a software subscription program.

Under the software subscription program, Motorola will provide periodic bulletins which describe available Software Enhancement Releases or Core Releases. Enhancement Releases provide minor software performance enhancements and bug fixes, while Core Releases provide major upgrades to the system software version. As a subscriber, County may order any available Enhancement Release or Core Release and they will be provided without separate charge (excluding the cost of options not already part of County's system). Under ESS, the County is entitled to one Enhancement Release during the period of the ESS/warranty.

Software upgrade Design includes design services for Enhancement Releases. Motorola will review System Audit data along with an equipment list to insure there will be no software incompatibilities between equipment that is not being upgraded versus equipment which is being upgraded with an Enhancement Release. Motorola will identify additional equipment and engineering that is required as a result of the upgrade and will recommend a plan for installation.

Motorola recommends that County review the information in the periodic bulletins. Further, Motorola generally recommends the installation of all Core Releases and periodic installation of the Enhancement Releases. Since migrating a system to a new Enhancement Release or Core Release may require additional hardware, software services, and engineering services which are not included under the Software Subscription Agreement, the Customer Support Manger (CSM) supporting the system will evaluate this information and provide assistance to County in making the optimal

software support choices. Additionally, the CSM will facilitate the cost effective installation of any software releases which County decides to install in its system.

#### **1.2.8 INFRASTRUCTURE SOFTWARE INSTALLATION.**

Infrastructure Software Installation provides the technical resources to install and activate upgrades provided through the Software Subscription Agreement. Installation is included for one Enhancement Release per year during the ESS/warranty period. Subscriber software installation or reprogramming is excluded from Infrastructure Software Installation.

---

# EXHIBIT C-1

## MAINTENANCE SERVICE AND SUPPORT STATEMENT OF WORK

AGREEMENT BETWEEN  
SARPY COUNTY, NEBRASKA AND MOTOROLA, INC.

---

### 1. DESCRIPTION OF SERVICES.

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

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

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

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair.

**Motorola will provide Network Monitoring and Customer Technician Dispatch Service** to Customer Systems. These services are applicable only for the following system types: ASTRO®, ASTRO® 25

**Motorola will provide Pre-Tested Software Subscription ("Service")**, Motorola pretests the updated commercial anti virus definitions for the Microsoft Windows based boxes on a System. This Service will also include pre-testing operating system software patches and signature files for intrusion detection sensors (IDS), if supplied by Motorola and present on the Customer's System. Motorola will receive anti-virus definitions for the Microsoft Windows boxes, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft and Solaris

operating system security patches/updates from commercial suppliers. When anti-virus definitions classified as Category 4 (Severe, difficult to contain) and Category 5 (Very Severe, very difficult to contain) by the commercial supplier are released, Motorola will assess the potential impact of the anti-virus definitions and determine if a high-priority release is necessary. In addition, Motorola will determine the impact of the operating system software patches to Motorola's ASTRO 25 System and will determine which will be pre-tested and certified. Motorola will pre-test these anti-virus definitions, intrusion detection sensor signatures and operating system patches on a dedicated test System. Motorola will perform testing only on standard configurations certified by Motorola System Integration Testing (SIT) prior to making an update available to Customers. Once the latest anti-virus definitions, intrusion detection sensor signatures, and operating system patches are successfully tested on the System, Motorola will make them available to Customers. Non-Motorola Software associated with this Service will be governed by the terms in the applicable license agreement between Customer and the Non-Motorola Software copyright owner.

Motorola will issue a release that provides any updated anti-virus definitions and intrusion detection sensor signature files for Motorola supplied IDS weekly or as Motorola determines appropriate. Updates may occur more frequently if a high-priority release is required for anti-virus definitions as determined at Motorola's discretion. For Category 4 & 5 anti-virus definitions determined to be high-priority by Motorola, Customer will be notified of high-priority release within 24 hours from Motorola selected commercial supplier's certified definitions being available or at Motorola's discretion. Operating system software patches will be released upon successful completion of pre-testing and Motorola certification.

**Inclusions:** Pre-Tested Software Subscription will include pre-testing of anti-virus definitions for Microsoft Windows based boxes, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft and Solaris operating system security patches/updates on Motorola's current ASTRO 25 7.x System and 3 previous System Releases.

**Exclusions:** Systems that have non-standard configurations that have not been certified by Motorola SIT are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system updates for IDS solutions not purchased through Motorola.

**The Technical Support service** provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service: (i) does not include software upgrades that may be required for issue resolution; (ii) does not include Customer training; (iii) is only available for those system types supported and approved by Technical Support Operations and (iv) limited to Infrastructure currently supported by Motorola, Technical Support is applicable to the following system types: ASTRO®, ASTRO® 25

## 1.0 Definitions

Terms that are capitalized but not defined in this Statement of Work shall have the definition given to such terms in the Service Terms and Conditions, the Communications System Agreement or other applicable agreement. The following terms have the following meanings:

- 1.1 Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company, including but not limited to the anti-virus definitions, operating system software patches and signature files that will be pre-tested pursuant to this Statement of Work.
- 1.2 System: The Motorola ASTRO® 25 radio system.
- 1.3 Supported System Release: Pre-Tested Software Subscription supports the current ASTRO 25 7.X System Releases and 3 previous System Releases.
- 1.4 "Procedures" means the defined process of a service as defined in the published Motorola Statement of Work for the specific product

## **2. MOTOROLA HAS THE FOLLOWING RESPONSIBILITIES.**

- 2.1 Continuously receive service requests and technical support requests.
- 2.2 Create a Case as necessary when service requests are received. Gather information to perform the following:
  - Characterize the issue.
  - Determine a plan of action.
  - Assign and track the Case to resolution.
- 2.3 Dispatch a County technician as required by Motorola standard Procedures and provide necessary Case information collected in 2.2.
- 2.4 Ensure the required personnel have access to System information as needed.
- 2.5 Verify with County that Restoration is complete or System is functional., if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.6 Escalate the Case to the appropriate party upon expiration of a Response time. Escalate and manage Technical support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
  - Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
  - Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.
- 2.7 Close the Case upon receiving notification from County indicating the Case is resolved.
- 2.8 Notify County of Case Status as defined required by the Customer Support Plan.
- 2.9 Provide Case activity reports to County.

**2.10** Properly package and ship Advanced Replacement FRU from IDO or select third party FRU inventory to Customer specified address.

2.10.1 During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Select third party FRU may ship second day air via Federal Express Priority Overnight or UPS red as noted in the attached exhibit(s). Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.

2.10.2 When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO or select third party and the Customer will own the Advanced Replacement FRU.

2.10.3 When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.

2.11 Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.

2.12 Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.

2.13 Receive and malfunctioning Infrastructure equipment from County and document arrival. Repair and return.

2.14 Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.

2.15 Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO, ASTRO25.

2.16 Verify Connectivity and Event monitoring prior to System Acceptance or Start Date

2.17 Obtain anti-virus definitions for the Microsoft Windows platform, intrusion detection sensor signatures for Motorola supplied IDS and operating system software patches from Motorola selected commercial suppliers.

2.18 Evaluate anti-virus definitions classified as Category 4 and 5 by Motorola selected commercial supplier to determine if a high-priority release is required. Motorola in its discretion will determine the urgency of the update based on the impact to the System.

2.19 Prioritize and select operating system software patches for pre-testing. Motorola in its discretion will determine the selection, frequency and priority of the pre-testing.

- 2.21 Test selected anti-virus definitions, intrusion detection sensor signatures, and operating system patches by deploying them on a dedicated test System with the standard supported configurations, which include Motorola's then current approved cohabitated applications.
- 2.22 Confirm that tested anti-virus definitions, intrusion detection sensor signatures, and operating system software patches do not degrade or compromise System functionality on dedicated test System within the standard supported configurations.
- 2.23 Address issues identified during testing to support functionality under the procedures specified in 3.4 above by working with Motorola selected commercial supplier or Motorola product development engineering team.
- 2.24 Release pre-tested anti-virus definitions and intrusion detection sensor signatures electronically on a weekly basis upon successful completion of the weekly test cycle to be completed one week after release by commercial supplier unless an issue is detected or within 24 hours from Motorola selected commercial supplier's Category 4 & 5 certified virus definitions being available or at Motorola's discretion if determined by Motorola to be a high-priority release. Release may include the anti-virus definition file, intrusion detection sensor signatures, updated configuration files, instructions and other information deemed pertinent by Motorola.
- 2.25 Release and notify Customer when Microsoft and Solaris operating system security patches/updates are certified and available with instructions for obtaining patch/update for Customer deployment on the Customer system. Microsoft operating system security updates will be released monthly as available from Motorola selected commercial supplier upon successful completion of monthly test cycle. Solaris operating system security patches will be released quarterly upon successful completion of quarterly test cycle or at Motorola's discretion.
- 2.26 Notify Customer when the latest release is available with instructions on where to obtain latest release.
- 2.27 Maintain annual Customer subscriptions for anti-virus definitions and intrusion detection sensor signatures, with Motorola selected commercial supplier.

### **3. COUNTY HAS THE FOLLOWING RESPONSIBILITIES.**

- 3.1 Contact Motorola, as necessary, to request service continuously.
- 3.2 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan and submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager in a timely manner.
- 3.3 Provide the following information when initiating a service request:
- Assigned System ID number.
  - Problem description and site location.
  - Other pertinent information requested by Motorola to open a Case.
- 3.4 Perform the following on-site:

- Run diagnostics on the Infrastructure or FRU.
- Replace defective Infrastructure or FRU, as applicable. County or Motorola may provide Infrastructure or FRU.
- Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service

3.5 Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.

- Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
- Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
- Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
- Provide Customer purchase order number to secure payment for any costs described herein.

3.6 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.11.1

3.7 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.14. Customer must send the return air bill, referenced in 2.11.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.

3.8 Notify the SSC when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)

3.9 Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters

3.10 Maintain and store any and all Software needed to Restore the System.

3.11 Maintain and store proper System backups.

3.12 Respond to Motorola within 10 minutes of receipt of page or telephone call to accept assignment of Case. If County fails to contact Motorola within 10 minutes, Motorola will follow

the escalation process as defined in the customer support planned as defined in section 3.2 above. Report restoration to Motorola upon resolution of Case within Restoration times as set forth in the Customer Support Plan. Report site arrival to Motorola within the Response time commitments for all accepted Cases if required in the Customer Support Plan.

**3.12** Verify with the SSC that Restoration is complete or System is functional.

**3.13** Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services

**3.14** **3.14.1** Provide means for accessing pre-tested files electronically.

3.14..2 Deploy pre-tested files on Customer System.

3.14.3 Upgrade System to a Supported System Release as necessary to continue Service.

3.14.4 Identify one point of contact for issues specific to Pre-Tested Software Subscription.

3.14.5 Cooperate with Motorola and perform all acts that are reasonable and/or necessary to enable Motorola to provide Pre-Tested Software Subscription to Customer.

3.14.6 Comply with the terms of the applicable license agreement between Customer and the Non-Motorola Software copyright owner.

3.15 Supply on-site presence when requested by System Support Center.

3.16 . Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.

**Severity Definitions Table**

<b>Severity Level</b>	<b>Problem Types</b>
Severity 1	<ul style="list-style-type: none"> <li>▪ Response is provided Continuously</li> <li>▪ Major System failure</li> <li>▪ 33% of System down</li> <li>▪ 33% of Site channels down</li> <li>▪ Site Environment alarms (smoke, access, temp, AC power.</li> <li>▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</li> </ul>
Severity 2	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Significant System Impairment not to exceed 33% of system down</li> <li>▪ System problems presently being monitored</li> <li>▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</li> </ul>
Severity 3	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Intermittent system issues</li> <li>▪ Information questions</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Upgrades/Preventative maintenance</li> <li>▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li> </ul>
--	--

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.
  - Provide update **before** the specific contractual commitments come due.
- \* Note: Provide update to System Support Center **before** Deferral time comes due.

Remote Technical Support Response Times Table

<b>SEVERITY</b>	<b>RESPONSE</b>
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day

ASTRO@ 25 Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Channel Bank(s)	Includes Premisys , Telco, IMACS models 600, 800 . Excludes Siemens
Computer(s)/Workstations/Modems	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, PT800 tablet HP x1100, HPx2100, HP xw4000-4600, HPz400, HP VL600, HP VL800, HPz400, ML850 laptop, MW810, ML900 laptop, ML910 laptop, Compaq XW4000. Includes keyboards, mice, trackballs. Excludes all other laptop and desktop computer technologies and all 286, 386, 486 computers; defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention,
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000, VPM, as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers, MTC3600, GCP8000, Site Controller PSC9600, CSC7000, MTC9600, MZC3600, MZC5000 (Includes Netra240 & T5220). Excludes SSMT and SCMS controllers. CD ROM Drive, Fan Tray
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Keyload Variable Loader	Included
Firewalls	Includes Nortel Alteon ASF5105, 5106, Juniper SS520, ISSG140, SSG5, ISG1000C, ISG2000
Intrusion Detector	Includes Proventia 201 Linux IDSS, Proventia CX4002C
ISSI Gateway	Includes T5220 Sun server Solaris 10 OS
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention, as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only, RTU, SDM Site Manager RTU. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.

<b>ASTRO 25 Infrastructure Repair cont.</b>	<b>Inclusions, Exclusions, Exceptions and Notes</b>
Network Fault Management	Includes Full Vision, Unified Event Manager Excludes NMC
Gateway	Includes PDG:CPX8216, IVD & HPD PDG on HP DL360, MOTOBRIDGE
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes GPW8000, GTR8000, GTR8000 HPD Receivers. Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Routers	Includes GGM8000, ST5500, ST5598, S2500-S6000
Servers	Includes Netra 240, Netra T5220, cPCI, HP DL360, HP ML370, HP ML110, HP ML530, HP TC2110, 2120 HP InfoVista Server. IR8000 series, LX4000 series, Intel Server TSRL-T2, TIGPR2U, Proventia 201 Linux IDSS, Proventia GX4002C,Trak9100. Network Management Server includes cPCI Chassis, Power Supply, Fan Tray, Controller Hard Drive, CD ROM Drive, Tape Drive, CPU, Client PC's, Core Security Management Server, Firewall Servers, Intrusion Detection Sensor Server. Excludes Dell Servers, Monitors, Memory Module 0182915Y02, Rear Fan RLN5352, Central Process Card 0182915Y01
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System.
Secure	Includes KMF crypto card, end to end Cryptor for IVD PDEG Cryptr
SMARTX	Includes VPM
Switch	Includes Nortel Passport PBX,Cisco Catalyst 6509, HP 5308 LAN switch, HP ProCurve Switch 2524, 2650, 2626, HP3500, HP2610, 3Com PS40, SS1100
Terminal Servers	Includes IR8000, LX4000S, LX4000T, Paradyne
Universal Simulcast Controller Interface(s)	Included
Workstation	Included

---

# EXHIBIT D

## TRAINING

### AGREEMENT BETWEEN SARPY COUNTY, NEBRASKA AND MOTOROLA, INC.

---

#### 1. OVERVIEW.

Motorola's Learning Services organization dedicates itself exclusively to offering the most comprehensive training available for Motorola's advanced equipment to fully realize the equipment's potential. From sophisticated training needs analysis to ongoing training throughout the life cycle of your product or system, we can help ensure that your investment in training today is an investment for your future.

Our training methodology includes knowledgeable instructors, well-designed courseware, lab activities, and system hardware and software that closely parallels your operating environment and that is integrated with proper system documentation. This methodology is based upon several key criteria:

- Course design is driven by an analysis of learner needs and focuses on how-to rather than theory.
- Learning objectives are based upon what learners need to accomplish on the job and focus on specific applications.
- Hands-on lab opportunities using customer-specific job aids are incorporated into training to maximize the transfer of skills to the job and the retention/reuse of information.

Motorola offers both train-the-trainer and end-user training. Students can attend training at one of our training centers or instructors can come to your site. In conjunction with or in addition to instructor-led training, we can provide self-study/e-learning programs in which students follow a computer-based training module on CD-ROM or other media.

#### 2. COURSES.

In the process of assessing County's training needs, Motorola has identified the following course(s) that are necessary to achieve County's training goals.

While the standard courses are encouraged, the class outline may be tailored for County's quotation. Thus, the outline(s) below may not exactly match County's quoted class length and content, and County, in its sole discretion, shall approve the selection of courses.

Course	Target Audience	No. of Sessions	Duration (days)	Location	Date	No. of Attendees
<b>ASTRO 25 IV&amp;D System Overview</b> (Self-paced Online) <b>Prerequisite 1 for Core Classes</b>	System Managers & Technicians	1	12 Hours	On-line; Self-paced	<b>Prerequisite 1 for Core Classes</b>	6

<p><b>Course Synopsis:</b> The ASTRO 25 Integrated Voice and Data System Overview course is intended to provide an overview of the ASTRO 25 System in order to familiarize the various audiences with the overall system capabilities, components, features, and benefits.</p>						
<p><b>ASTRO 25 IV&amp;D System Introduction to Network Management Applications</b> (On-line; self-paced course) Prerequisite 2 for Core Classes</p>	<p>System Managers &amp; Technicians</p>	<p>1</p>	<p>12 Hours</p>	<p>On-Line; Self-paced</p>	<p><b>Prerequisite 2 for Core Classes</b></p>	<p>6</p>
<p><b>Course Synopsis:</b> This virtual, interactive course provides a high-level preview of the Motorola Radio System Management applications. This course is a prerequisite to the Radio System Administration workshop.</p>						
<p><b>ASTRO 25 IV&amp;D Radio System Administrator Workshop</b> (Instructor-led)</p>	<p>System Managers &amp; Technicians</p>	<p>1</p>	<p>5</p>	<p>Papillion, NE</p>	<p>Prior to Managing</p>	<p>6</p>
<p><b>Course Synopsis:</b> This workshop covers administrator functions for an ASTRO 25 Integrated Voice and Data (IV&amp;D) System. Learning activities in this document-based training course focus on how to use the different ASTRO 25 IV&amp;D System Management applications. Participants will be provided with an opportunity to discuss how to structure their organization and personnel for optimal ASTRO 25 IV&amp;D system use.</p>						
<p><b>ASTRO 25 IV&amp;D Trunked System – Interfacing SmartZone 3600 Systems with SmartX</b>  (Self-paced Online)</p>	<p>System Managers &amp; Technicians</p>	<p>1</p>	<p>6 - 12 Hours</p>	<p>On-line; Self-paced</p>	<p>Self-paced; On-line</p>	<p>6</p>
<p><b>Course Synopsis:</b> ASTRO@25 IV&amp;D Trunked System - Interfacing SmartZone 3600 Systems with SmartX is designed to allow communication between subscriber radios at existing 3600 RF sites and an ASTRO 25 IV&amp;D system. It is based on the Voice Processor Module hardware platform and enables the continued use of 3600 RF sites and subscriber radios with the release of ASTRO 25 7.7 or higher. This self-study training course is intended to provide information related to the installation and functionality of, including the hardware and software associated with, the SmartX Site Converter in the ASTRO 25 IV&amp;D System.</p>						
<p><b>ASTRO 25 IV&amp;D High Performance Data Workshop</b> (Instructor-led)</p>	<p>System Managers &amp; Technicians</p>	<p>1</p>	<p>3</p>	<p>Papillion, NE</p>	<p>Prior to Managing</p>	<p>6</p>

<b>Course Synopsis:</b> In the ASTRO 25 IV&D High Performance Data (HPD) Workshop students will learn about the functionality and components of the ASTRO 25 IV&D HPD system. The course also discusses how the HPD system operates, and explains the tools and methods available for troubleshooting components within the HPD system.						
<b>ASTRO 25 IV&amp;D Information Assurance Overview</b>  (Self-paced Online)	System Managers & Technicians	1	4 Hours	On-line; Self-paced	Self-paced; On-line	6
<b>Course Synopsis:</b> This workshop describes the hardware and software functionality associated with Network Security in the ASTRO 25 Integrated Voice & Data (IV&D) System.						

It is recommended that the students bring their lap top computers for all Technician and System Manager classes.

For ASTRO 25 IV&D classes, one complete set of hard copy manuals will be provided for the class. Students will each receive a complete set of ASTRO 25 manuals in CD-ROM format. Students will also receive hard copy participant guides.

Note: Customers must be able to access the internet in order to be able to complete On –Line Training courses.

From past experience, we have found that some customers were prohibited from using the **WebEx** tool Motorola utilizes for **instructor-led, on-line courses**. An additional restriction may also be a firewall or security restriction on the customer's end.

An alternative solution may be for customers to take courses from a military base library or from their homes that have access to the internet.

Please test your connection, per your confirmation letter, several days prior to class. If you are unable to reach the internet from your normal work station, you will need to make alternative arrangements in order to take the on-line classes.

<b>Requirements for Self Pace (Online) courses</b>	<ul style="list-style-type: none"> <li>• IBM Compatible PC</li> <li>• Windows 2000 (SP2) or Windows XP Professional</li> <li>• Current web browser (such as IE 7/8, FireFox 3)</li> <li>• Minimum - 546 MB Hard Drive or greater</li> <li>• Current Java Virtual Machine (installation/version can be confirmed at, also free update available at <a href="http://www.java.com">http://www.java.com</a>)</li> <li>• Disable any/all pop-up blockers, don't block cookies or JavaScript, and otherwise don't set security too high either in the browser or in any add-on security products</li> <li>• Optimal - 20 GB Hard Drive with 1.9 GB RAM</li> <li>• 56 kb dial-up modem or greater</li> </ul> <p>Optimal – Soundcard and headset</p>
--	--

---

# EXHIBIT E

## EQUIPMENT PRICING

AGREEMENT BETWEEN  
SARPY COUNTY, NEBRASKA AND MOTOROLA, INC.

---

**1. PRICING.**

**Equipment and Software**

SmartX Equipment and software	\$	558,199.00
State Contract Discount	\$	(65,623.00)
<b>SmartX Equipment Total</b>	<b>\$</b>	<b>492,576.00</b>

Note:

SmartX equipment and software invoiced separately for purchase through PSIC grant funding.  
(See page 33, section 8.1)

Master Site & HPD Equipment and software	\$	1,124,987.00
State Contract Discount	\$	(92,539.00)
<b>Master Site &amp; HPD Equipment Total</b>	<b>\$</b>	<b>1,032,448.00</b>

**Pricing Summary**

Master Site & HPD Equipment and software	\$	1,032,448.00
Services	\$	747,010.00
Equipment and Services Total	\$	1,779,458.00
System Discount	\$	(150,000.00)
<b>CONTRACT TOTAL</b>	<b>\$</b>	<b>1,629,458.00</b>

Notes:

“Equipment and software” includes all Motorola manufactured equipment, Motorola provided third party equipment, software and licenses necessary for implementation of the project and is itemized in the following equipment lists.

The City of Omaha will be purchasing Smart X infrastructure equipment (as described in Exhibit E Section 2.1) pursuant to the Nebraska State Contract terms. Services included in this proposal are for both Omaha Smart X equipment (Exhibit E section 2.1) and for the Sarpy County (Exhibit E Section 2.2) equipment lists.

“Services” includes all project management, system integration, training, warranty, and second year maintenance.

“System Discount” based on contract by 12/31/2010

## 2. EQUIPMENT LIST.

### 2.1 SmartX Equipment List

SysSeg	Item	APC	Qty	Nomenclature	Description
License	1	877	1	SQM01SUM0193	A25 7.X MASTER SITE UPGRADE MODEL
License	1a	877	1	CA00996AG	ADD: NM/ZC LICENSE KEY 7.9
License	1b	877	1	CA00997AG	ADD: UCS LICENSE KEY 7.9
License	1c	877	3	CA01192AD	ADD: HPD SITE COUNT AFTER 7.2
License	1d	877	16	CA01208AA	ENH: 500 RADIO USER LICENSES
License	1e	877	1	CA01403AA	ADD: SMARTX 3600 SYSTEM LICENSE
License	1f	877	1	CA01404AA	ADD: SMARTX 3600 SITE LICENSE
License	1g	877	1	QA01205AA	ENH: ASTRO 25 WITH IV&D
License	1h	877	1	CA01209AB	ENH: ASTRO 25 IV&D SITE
License	1i	877	1	CA01238AA	ENH: EMAIL ALARM NOTIFICATIONS
License	1j	877	1	D52AJ	ENH: ZONEWATCH
License	1k	877	1	DA00148AG	ENH: ZONE HISTORICAL REPORTS
SMARTX	2	277	1	T7599	SMARTX SITE CONVERTER
SMARTX	2a	277	1	CA01401AA	ADD: SMARTX SITE CONVERTER SOFTWARE
SMARTX	2b	277	1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
SMARTX	3	277	1	BLN1297	VPM POWER SUPPLY MOUNTING KIT
SMARTX	4	277	1	CVN1230	SMARTX SOFTWARE
SMARTX	5	277	1	B1936	SMARTX VOICE PROCESSOR MODULE FRU
SMARTX	6	443	1	0183650Y03	POWER SUPPLY, 150W, 12.8A
SMARTX	7	443	1	5809256065	VPM PROGRAMMING adapter
SMARTX	8	708	1	TDN1112	ETHERNET CABLE 25' EV CAT5E PCH CB
SMARTX	9	708	2	CDN6219	10 BASE-CROSS-OVER CABLE 25FT
MGEg	10	404	2	B1896	MGEg WITH CPU, 120 CLEAR CALL CAPAB
MGEg	10a	404	2	CA00169AA	ADD: ASTRO 25 IMBE CAPABILITY
MGEg	10b	404	2	CA00147AC	ADD: SECURE CAPABILITY & SECURE SOF
MGEg	10c	404	2	CA00143AC	ADD: DES-OFB ALGORITHM
MGEg	11	708	1	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS

MGEG	12	708	1	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR R
MGEG	13	708	1	DS019BLK	19" LCD, BLACK, NON-TOUCH
MGEG	14	708	1	DSF1DA104Z	BELKIN COMPONENTS : PRO3 4-PORT KVM
MGEG	15	708	4	DSF1D940006	PRO3 OR QUAD-BUS KVM SWITCH ALL-IN
MGEG	16	207	1	DS11487719	CPU SHELF WITH SG KEYBOARD 19 INCH
AEB	17	404	1	B1900	CENTRACOM GOLD LICENSE UPGRD, ASTRO
AEB	17a	404	4	K994AJ	ADD: MODULE, AMBASSADOR
ROUTER	18	147	2	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
ROUTER	19	147	2	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
TENSR	20	131	7	DSPREM822560	10 PORT LD-SRU CARD
CEB	21	729	1	B1879	CENTRACOM GOLD SOFTWARE REFRESH PAC
CEB	21a	729	11	X03	ADD: SOFTWARE REFRESH, ELITE/ADMI0D
CEB	21b	729	27	X49	ADD: SOFTWARE REFRESH, BIM
CEB	21c	729	15	X69	ADD: SOFTWARE REFRESH, COIM OR LOMI
CEB	21d	729	3	X77	ADD: SOFTWARE REFRESH, 16 I/O OR CO
CEB	21e	729	5	X79	ADD: SOFTWARE REFRESH, AIMI
CEB	21f	729	3	X81	ADD: SOFTWARE REFRESH, ZAMBI
CEB	21g	729	5	X80	ADD: SOFTWARE REFRESH, AMBASSADOR
ELITE	22	708	1	L3332	GOLD ELITE SERVER
ELITE	23	708	1	L3235	ADDITIONAL 5 CLENT ACCESS LICENSES
ELITE	24	708	11	TT2290	Z400 LOW TIER WORKSTATION WITH XP S
ELITE	24a	708	11	ZA00268AA	ADD: DUAL IRR CARD & PC SPKER
ELITE	25	708	15	DDN9607	SYMANTEC ANTI VIRUS 10.2.1 CORP ED

## 2.2 Master Site and HPD Equipment List

SysSeg	Item	APC	Qty	Nomenclature	Description
NETWORK	1	147	1	SQM01SUM0194	S2500 MULTIPROTOCOL WAN ROUTER
NETWORK	1a	147	1	CA01452AA	ADD: BASE ROUTER W/ ETH & T1 MODULE
GTR8000	2	112	1	T7133	GTR 8000 SITE SUB-SYSTEM
GTR8000	2a	112	1	CA00855AA	ADD: 700/800 MHZ MID POWER
GTR8000	2b	112	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
GTR8000	2c	112	1	CA00294AA	ADD: 25 KHZ HIGH PERFORMANCE DATA S
GTR8000	2d	112	2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
GTR8000	2e	112	2	CA00294AB	ENH: 25 KHZ HPD SITE CONTROLLER SW
GTR8000	3	207	2	DS0900382701	GPS TIMING ANTENNA/RECEIVER
GTR8000	4	207	2	DS58534AAUB	MOUNTING KIT FOR 090-03827-01 , GPS
GTR8000	5	207	2	DS1090129HA	SPECIAL POLYPHASER LIGHTNING ARREST
GTR8000	6	207	2	DS30C87465CO1	125' OUTDOOR UV PROTECTED CABLE 6 P
SPARES	7	147	1	SQM01SUM0194	S2500 MULTIPROTOCOL WAN ROUTER
SPARES	7a	147	1	CA01452AA	ADD: BASE ROUTER W/ ETH & T1 MODULE
SPARES	8	112	1	DLN6566	FRU: GTR 8000 TRANSCEIVER 700/800 M

SPARES	9	112	1	DLN6567	FRU: GTR 8000 PA 700/800 MHZ
SPARES	10	112	1	DLN6634	FRU: 700/800 MHZ SITE LNA
SPARES	11	112	1	DLN1306	FRU: 700/800 MHZ CABINET LNA
NETWORK	12	147	1	SQM01SUM0194	S2500 MULTIPROTOCOL WAN ROUTER
NETWORK	12a	147	1	CA01442AA	ADD: BASE ROUTER W/ FLEXWAN MODULE
GTR8000	13	112	1	T7133	GTR 8000 SITE SUB-SYSTEM
GTR8000	13a	112	1	CA00855AA	ADD: 700/800 MHZ MID POWER
GTR8000	13b	112	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
GTR8000	13c	112	1	CA00294AA	ADD: 25 KHZ HIGH PERFORMANCE DATA S
GTR8000	13d	112	2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
GTR8000	13e	112	2	CA00294AB	ENH: 25 KHZ HPD SITE CONTROLLER SW
GTR8000	14	207	2	DS0900382701	GPS TIMING ANTENNA/RECEIVER
GTR8000	15	207	2	DS58534AAUB	MOUNTING KIT FOR 090-03827-01 , GPS
GTR8000	16	207	2	DS1090129HA	SPECIAL POLYPHASER LIGHTNING ARREST
GTR8000	17	207	2	DS30C87465CO1	125' OUTDOOR UV PROTECTED CABLE 6 P
NETWORK	18	147	1	SQM01SUM0194	S2500 MULTIPROTOCOL WAN ROUTER
NETWORK	18a	147	1	CA01442AA	ADD: BASE ROUTER W/ FLEXWAN MODULE
GTR8000	19	112	1	T7133	GTR 8000 SITE SUB-SYSTEM
GTR8000	19a	112	1	CA00855AA	ADD: 700/800 MHZ MID POWER
GTR8000	19b	112	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
GTR8000	19c	112	1	CA00294AA	ADD: 25 KHZ HIGH PERFORMANCE DATA S
GTR8000	19d	112	2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
GTR8000	19e	112	2	CA00294AB	ENH: 25 KHZ HPD SITE CONTROLLER SW
GTR8000	20	207	2	DS0900382701	GPS TIMING ANTENNA/RECEIVER
GTR8000	21	207	2	DS58534AAUB	MOUNTING KIT FOR 090-03827-01 , GPS
GTR8000	22	207	2	DS1090129HA	SPECIAL POLYPHASER LIGHTNING ARREST
GTR8000	23	207	2	DS30C87465CO1	125' OUTDOOR UV PROTECTED CABLE 6 P
NETWORK	24	131	3	DSPREM821260	2 PORT V 35 HSU CARD WITH DB25F
	25	131	2	DSPREM880370	CPU CARD, XCON CROSS-CONNECT, UP TO
NETWORK	26	131	2	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM
NETWORK	27	131	1	DSPREM801070	WAN CARD, DUAL T1/E1, CE MARKED
NETWORK	28	131	8	DSPREM81130	DSX Card
NETWORK	29	131	2	DSPREM1203F	CABLE 5FT DB25M TO V.35F STRAIGHT
NETWORK	30	147	2	DKN6119	CABLE,V.35,FLEXWAN,DTE 10FT
NETWORK	31	147	2	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
HPD1000	32	153	2	M26UGA9PW1 N	HPD1000 MODEM 700/800MHZ
HPD1000	32a	153	2	G335	ADD: ANTENNA 1/4 WAVE 764-870MHZ
HPD1000	32b	153	2	G652	ADD: DATA CABLE 20 FT ETHERNET WITH
HPD1000	32c	185	2	V699AN	ENH: TWO (2) YEAR EXPRESS SERVICE P
HPD1000	33	457	2	DSDSD706M	DSD706M, 764-806MHZ SINGLE CHANNEL
HPD1000	34	554	2	3080384M44	BLACK MAG MOUNT MINI UHF
HPD1000	35	153	1	HKN6177	USB DATA CABLE W/ IGNITION SENSE 1.
TEST EQUIP	36	415	1	TT2235	AEROFLEX 3920 SERVICE MONITOR 1MHZ
TEST EQUIP	36a	415	1	TT05366AA	MOTOROLA HPD TESTING SUITE / 390XOP
TEST EQUIP	36b	415	1	TT05338AA	FACTORY INSTALLED DIGITAL MULTIMETE
TEST EQUIP	36c	415	1	TT05340AA	AUDIO ANALYZER / 390XOPT055 / R2086
TEST EQUIP	36d	415	1	TT05343AA	TRACKING GENERATOR / 390XOPT061 / R
TEST EQUIP	36e	415	1	TT05345AA	P25 CONVENTIONAL WITH DES OFB TYPE

TEST EQUIP	36f	415	1	TT05346AA	P25 TRUNKING VHF/UHF/700/800MHZ / 3
TEST EQUIP	36g	415	1	TT05347AA	LSM GENERATE AND RECEIVE/ANALYSIS /
TEST EQUIP	36h	415	1	TT05348AA	P25 CONTROL CHANNEL LOGGER / 390XOP
TEST EQUIP	36i	415	1	TT05350AA	KVL KEYLOADER / 390XOPT209 / R2084A
TEST EQUIP	36j	415	1	TT05351AA	ANALOG SIMULCAST / 390XOPT210
TEST EQUIP	36k	415	1	TT05356AA	AUTOTEST II FOR P25 RADIO SYSTEMS /
TEST EQUIP	36l	415	1	TT05378AA	EXTENDED WARRANTY 60 TOTAL MONTHS
TEST EQUIP	36m	415	1	TT05368AA	DMR TESTING / 390XOPT400 /
TEST EQUIP	36n	415	1	TT05370AA	DMR XML CHANNEL LOGGER / 3
TEST EQUIP	36o	415	1	TT05371AA	XTS-5000 AUTOTEST AND ALIGNMENT / 3
TEST EQUIP	36p	415	1	TT05372AA	XTS-3000 AUTOTEST AND ALIGNMENT / 3
TEST EQUIP	36q	415	1	TT05373AA	XTL-2500, XTL-5000 POWER ALIGNMENT
TEST EQUIP	37	415	1	DDN9837	20 AMP CURRENT SHUNT 0.01 OHM / AC2
TEST EQUIP	38	415	1	DDN9840	SOFT PADDED CARRYING CASE
TEST EQUIP	39	415	1	DDN9842	SCOPE PROBE KIT / AC25014
TEST EQUIP	40	415	1	DDN9845	ACCESSORY POUCH / AC25029
TEST EQUIP	41	415	1	DDN9849	ANTENNA BNC 800 MHZ / AC25044
HPD1000	42	362	2	5880367B26	ADAPTOR MINI-UHF FEM N-MALE
HPD1000	43	207	4	DQ43139	MINI UHF MALE RG58
HPD1000	44	207	4	DQ54680	N MALE CRIMP
HPD1000	45	207	20	DQ10849	RG58 SIZE COAXIAL CABLE PRICE PER F
NM_NETWORK	46	877	1	SQM01SUM0199	MASTER SITE CONFIGURATION
NM_NETWORK	46a	877	1	CA01428AC	ADD: 7.9 ZC/NM HW 24 SITES OR LESS
NM_NETWORK	46b	877	1	CA01429AC	ADD: 7.9 REDUNDANT ZC HW 24 SITE OR
NM_NETWORK	46c	877	1	CA01770AA	ADD: DUAL COMMON PLATFORM HDWR
NM_NETWORK	46d	877	1	CA01784AA	ADD: STORAGE DEVICE
NM_NETWORK	46e	877	1	CA01471AA	ADD: WINDOWS SUPPLEMENTAL TRANS
NM_NETWORK	46f	877	1	CA01230AA	ADD: HPD OPERATION
NM_NETWORK	46g	877	3	CA01192AB	ENH: HPD SITE
NM_NETWORK	46h	877	1	CA01223AA	ADD: HIGH AVAILABILITY ZC LICENSE
NM_NETWORK	46i	877	1	CA01720AA	ADD: ANTI-VIRUS SERVICE (SERVERS)
NM_NETWORK	46j	877	1	CA01724AA	ADD: INSTALL, BACK UP & RECOVERY
NM_NETWORK	46k	877	1	CA01234AA	ENH: 500 HPD USER LICENSES
NM_NETWORK	46l	877	15	CA01588AA	ADD: ANTI-VIRUS SERVICE
NM_NETWORK	46m	877	1	Z13AG	ENH: UNIFIED NETWORK CONFIGURATOR
NM_NETWORK	46n	877	1	Z802AF	ENH: USER CONFIGURATION MANAGER
NM_NETWORK	46o	877	1	CA01224AB	ENH: UNIFIED EVENT MANAGER (UEM)
NM_NETWORK	46p	877	1	ZA00151AG	ENH: AFFILIATION USER REPORTS
NM_NETWORK	46q	877	1	ZA00149AD	ENH: DYNAMIC REPORTS
NM_NETWORK	46r	877	1	Z801AM	ENH: RADIO CONTROL MANAGER
NM_CLIENT	47	877	1	DLN6692	HP LASERJET PRINTER CP3525DN 110V
NM_CLIENT	48	708	1	DDN9629	CERTIFIED NETWORK MANAGEMENT ASTRO
NM_CLIENT	49	877	1	T7587	ASTRO 7.9 CLIENT APPLICATION SOFTWA
NM_CLIENT	50	708	1	DS019BLK	19" LCD, BLACK, NON-TOUCH
AUTHEN	51	708	1	TT1969	RSA AUTH. MGMT V. 6.1 WITH 25 CLIE
AUTHEN	51a	708	1	TT04523AA	ADD: RSA ACE SERVER MAINTENANCE FOR
AUTHEN	52	708	5	DDN8653	RSA 5 YEAR HARD TOKEN
AUTHEN	53	708	1	TT2022	LX4000T 8 PORT TERMINAL SERVER

OSH	54	877	15	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
CNI	55	147	1	T7376	JUNIPER/FIREWALL GATEWAY
CNI	56	147	1	CLN1836	2610-24 ETHERNET SWITCH
CNI	57	147	1	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER
PDG	58	222	1	SQM01SUM0197	PACKET DATA GATEWAY (RACKMOUNT)
PDG	58a	222	1	CA01507AA	ADD: PDG SOFTWARE HPD
GPS	59	207	1	DSTRAK91009	REMOTE SITE CONFIG AC POWER
GPS	60	207	50	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER
GPS	61	207	4	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1
SRC	62	147	1	SQM01SUM0189	SRC7500 SWG ROUTING CENTER
SRC	62a	147	1	CA01420AA	ADD: DUAL CORE LAN 1-24 SITES
SRC	62b	147	1	CA01344AA	ADD: DUAL GATEWAY ROUTERS AEB IF
SRC	62c	147	1	CA01425AA	ADD: RED CORE ROUTER 1-24 SITES CWR
SRC	62d	147	1	CA01361AA	ADD: GGSN
SRC	62e	147	1	CA01360AA	ADD: CORE BACKHAUL SWITCHES
RACK	63	509	2	TRN7343	SEVEN AND A HALF FOOT RACK
SPARES	64	877	1	DLN6699	SUN NETRA T5220 SERVER WITHOUT SOFT
SPARES	65	877	1	DLN6697	FRU: POWER SUPPLY, 650W
SPARES	66	877	1	DLN6700	FRU: 300 GB HARD DRIVE
SPARES	67	877	1	DLN6698	FRU: DVD R/W DRIVE, 8X
SPARES	68	877	1	DLN1419	FRE: DL360 SERVER WITHOUT SOFTWARE
SPARES	69	877	1	DLN1418	FRU: HARD DRIVE 146 GB SAS
SPARES	70	708	1	DDN9364	DVD DRIVE DVD RW 8X/8X IDE 5.25" S
SPARES	71	147	1	SQM01SUM0194	S2500 MULTIPROTOCOL WAN ROUTER
SPARES	71a	147	1	CA01442AA	ADD: BASE ROUTER W/ FLEXWAN MODULE
SPARES	72	147	1	CLN1836	2610-24 ETHERNET SWITCH
SPARES	73	147	1	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER
SPARES	74	708	1	DDN9362	HARD DRIVE 72 GB SAS
SPARES	75	708	1	DDN9364	DVD DRIVE DVD RW 8X/8X IDE 5.25" S
SPARES	76	495	1	DLN6694	PACKET DATA GATEWAY (RACKMOUNT)
SPARES	77	147	1	CLN1839	2610-48 ETHERNET SWITCH
SPARES	78	147	1	CLN8489	48 PORT TERMINAL SERVER
SPARES	79	147	1	ST6018	S6000 12 PORT T1/E1 II MODULE
SPARES	80	147	1	T7380	CO-OP WAN ROUTER RELAY PANEL
SPARES	81	147	1	DKN6144A	ASSY,CBL,3 FT,RELAY PNL,CWR,S6000
SPARES	82	454	1	RLN5352	REAR FAN FRU, 0113990B16
SPARES	83	454	1	RLN5344	DUAL IDE CABLW, 0113990B08
SPARES	84	454	1	RLN5353A	BOTTOM TRAY FAN, 0113990B17
SPARES	85	454	1	RLN5354	TRANSITION MODULE
SPARES	86	404	1	BLN1273	VC/SC TRANSITION CARD FRU
SPARES	87	147	1	ST2510	S2500 10 BASE-T DAUGHTER BOARD

---

# EXHIBIT F

## PAYMENT SCHEDULE

AGREEMENT BETWEEN  
SARPY COUNTY, NEBRASKA AND MOTOROLA, INC.

---

### 1. PAYMENT SCHEDULE.

County will make payment to Contractor according to the following payment schedule:

- 10% (\$162,945.80) Upon Execution of the Contract
- 50% (\$814,729.00) Upon Delivery of Equipment
- 20% (\$325,891.60) Upon Completion of Installation
- 10% (\$162,945.80) Upon Completion of the Functional ATP
- 10% (\$162,945.80) Upon Final Project Acceptance

---

# EXHIBIT G

## MOTOROLA SOFTWARE LICENSE AGREEMENT

AGREEMENT BETWEEN  
SARPY COUNTY, NEBRASKA AND MOTOROLA, INC.

---

### SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola, Inc., ("Motorola"), and Sarpy County Emergency Management and Communications Agency, ("Licensee").

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

#### **Section 1      DEFINITIONS**

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

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

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

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

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

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

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

#### **Section 2      SCOPE**

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

### **Section 3 GRANT OF LICENSE**

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (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. 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 Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

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

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

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

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

6.3. Warranty claims are described in the Primary Agreement.

6.4. **The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or**

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

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than 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 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

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

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. 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 unless Licensee is a Federal agency of the United States Government).

## **Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS**

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

## **Section 10 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 11      LIMITATION OF LIABILITY**

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

#### **Section 12      NOTICES**

Notices are described in the Primary Agreement.

#### **Section 13      GENERAL**

13.1.    **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.

13.2.    **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.

13.3.    **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.

13.4.    **GOVERNING LAW.** This Agreement is governed by the laws of the State of Nebraska.

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

13.6.    **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

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

13.8    **SECURITY.** Motorola's Information Assurance Policy addresses the issue of 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.