

Communications System Agreement

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

Section 1 EXHIBITS

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

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description" dated November 5, 2013
C-2	"Equipment List" dated November 5, 2013
C-3	"Statement of Work" dated November 5, 2013
Exhibit D	Service Statement(s) of Work and "Service Terms and Conditions" (if applicable)
Exhibit E	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.
- 2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

- 2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.11. "Non-Motorola Software" means Software that another party owns.
- 2.12. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.13. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.15. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.
- 2.16. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.
- 2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.
- 2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. SCOPE OF WORK. Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.
- 3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment

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

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

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

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

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

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

Section 4 PERFORMANCE SCHEDULE

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

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is **\$400,326.00**. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

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

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

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

The address which is the ultimate destination where the Equipment will be delivered to Customer is: 307. Fort Street , Richmond, Texas 77469

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

307. Fort Sreet, Richmond, Texas 77469

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

Section 6 SITES AND SITE CONDITIONS

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

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the

requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

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

Section 7 TRAINING

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

Section 8 SYSTEM ACCEPTANCE

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

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

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

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

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability

or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

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

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

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

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. 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 Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

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

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

Section 10 DELAYS

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen 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.

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

Section 11 DISPUTES

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

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

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

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

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

11.5. CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

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

immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

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

Section 13 INSURANCE

13.1 Prior to commencement of the Services, Motorola shall furnish Customer with properly executed certificates of insurance which shall evidence all insurance required. Motorola shall provide that such insurance shall not be canceled, except on 30 days' prior written notice to Customer. Motorola shall provide copies of required blanket additional insured endorsements and waiver of subrogation endorsement if requested by Customer. Motorola shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates for any such insurance expiring prior to completion of Services. Motorola shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

13.1.1 **Workers' Compensation insurance.** Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

13.1.2 **Commercial general liability insurance** with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

13.1.3 **Business Automobile Liability insurance** with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

13.2 Customer and the members of Commissioners Court shall be included as additional insured to all required general and automobile liability policies. Workers' Compensation written on behalf of Motorola shall contain a waiver of subrogation in favor of Customer and members of Commissioners Court.

13.3 If required coverage is written on a claims-made basis, Motorola warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 14 INDEMNIFICATION

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

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

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

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

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

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

Section 15 LIMITATION OF LIABILITY

To the extent allowed by law, 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.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

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

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

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

16.1.4 Motorola expressly acknowledges that Customer is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, Customer will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to Customer by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create

derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 17 GENERAL

17.1. **TAXES.** Customer is a body corporate politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

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

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

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

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

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

17.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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

Motorola Solutions, Inc.

Customer

Attn: _____

Attn: _____

fax: _____

fax: _____

17.9. COMPLIANCE WITH APPLICABLE LAWS AND GRANT REQUIREMENTS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Each Party will also comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of SAA Award Number 13-SR 48157-02. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

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

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

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

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

Motorola Solutions, Inc.

By: [Signature]
Name: Edward Finerst
Title: MSSI Vice President
Date: 3/11/2014

Customer

By: [Signature]
Name: Robert E. Hebert
Title: Fort Bend County Judge
Date: 3-25-14



Attest: [Signature]
By: [Signature]
Date: 3-25-14

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 400,326⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.

[Signature]
Robert Edward Sturdivant, County Auditor

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("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, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this 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 non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement 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 Customer's receipt 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 United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

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 prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

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

ASTRO P25 INCIDENT COMMAND CENTER UPGRADE



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. SYMBOL is a trademark owned by Symbol Technologies, Inc., which is a wholly owned subsidiary of Motorola Solutions, Inc. All other trademarks are the property of their respective owners. © 2013 Motorola Solutions, Inc. All rights reserved.

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SYSTEM DESCRIPTION

Motorola Solutions is presenting this system design of a new dispatch solution and new desksets for the Fort Bend Office of Emergency Management to replace their legacy Command Star Lite consoles and MCD 3000 desksets. This design also includes a replacement of the existing legacy consolettes with the new APX 7500 consolettes to allow access to the radio systems over the air. A description of the features, benefits, system architecture, and hardware components are provided in this System Description.

1.1 SYSTEM OVERVIEW

This design offers Fort Bend OEM four new MOTOBRIDGE consoles, eight MCD 5000 desksets and eighteen APX 7500 consolettes. The system design description and details are listed below.

1.1.1 Design Details

1.1.1.1 System Components

The following equipment will be installed:

- MOTOBRIDGE System:
 - QTY (2) MOTOBRIDGE RGU.
 - QTY (2) MOTOBRIDGE RGU Power Supply.
 - QTY (4) MOTOBRIDGE Dispatch positions (Z420 High Tier WIN7 PC).
 - QTY (4) MOTOBRIDGE Application.
 - QTY (4) MOTOBRIDGE WSGU.
 - QTY (1) MOTOBRIDGE Configuration tool (to be installed on customer provided PC).
 - QTY (4) KVM Switches.
 - QTY (3) HP 24 port Ethernet Switch.
- MCD 5000 System:
 - QTY (8) MCD 5000 Deskset.
 - QTY (8) MCD 5000 Deskset power supply.
 - QTY (2) MCD 5000 RGU.
 - QTY (1) MCD Configuration tool.
 - QTY (1) HP 24 port Ethernet Switch.
 - QTY (2) HP 8 port Ethernet Switch.
- Consolettes:
 - QTY (18) APX 7500 Single Band Consolettes.
- Consolettes Antenna Systems
 - QTY (1) Control Station Combiner 12 channels.
 - QTY (1) Control Station Combiner 8 channels.
 - QTY (4) Antennas, lines, Surge and connectors.
- Equipment Spares



NOTE: The following section below is provided for informational purposes to outline the capabilities of the proposed system. Additional capabilities are subject to licensing, hardware, software or other services not listed above.

1.2 PROPOSED SYSTEMS DESCRIPTION

1.2.1 MOTOBRIDGE

1.2.1.1 Radio Gateway Unit

The RGU connects radio equipment, which supports 4W-TRC/E&M (6W) connection, to the MOTOBRIDGE system through baseband analog audio interface. The RGU implements a “radio-service” function for every radio connected to it. The radio-service function allows multiple remote users (dispatchers) and radios (radio patches) to share the radio for bi-directional RF communication. Sharing is achieved by a priority mechanism that allows the highest priority user to take the PTT control on transmission and by a packet-distribution mechanism that allows all remote users to get a replica of the received (or TX monitoring) audio from the radio. The RGU uses Remote PTT Dedicated Framing Layer (RPDFL) to implement the radio-service function, and Session Initiation Protocol (SIP) to initiate the RPDFL connections.

Each RGU must connect separately to the customer’s LAN; they cannot be bridged. Each RGU requires its own network and power interface. When configured as an RGU, the GU requires one rack unit (1 rack unit = 1.75 inch) of space. To ensure proper ventilation, RGUs cannot be stacked directly on top of one another; at least one rack unit of space must be provided between units.

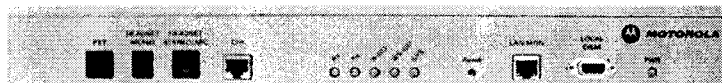


Figure 1-1: Gateway Unit Front View



Figure 1-2: Gateway Unit Rear View

The following are the power supply characteristics:

- Input Voltage: 100-240vAC.
- Output Voltage: 24vDC, non-isolated.
- Maximum Power: 42W.



Table 1-1: Operating and Environmental Specifications for the Gateway Unit

Specification	Details
Dimensions	Height: 1.75 inches (1 rack unit) Width: 19 inch rack mountable, 17 inch desk mount Depth: 9.5 inches
Environment	Operating temperature: 0° C to 50° C (32° F to 122° F) Non-operating temperature: -20° C to 80° C (-29° F to 176° F) Humidity: 10% to 90%
Power	RGU input power: +23-25VDC, non-isolated7 Dissipation: 20W
Audio	Headset, MIC, and SPK: MIC input impedance: 1.5K. Output impedance to headset: 50Ω (unbalanced) Output impedance to headset: 100Ω (balanced) Output voltage to headset: 3Vpp Output impedance to SPK: 1K. Output voltage to SPK: 3Vpp Radio: Output impedance to radio: 240Ω (unbalanced) Output impedance to radio: 480Ω (balanced) Output power to radio: -25dBm to +15dBm @ 600Ω8 Input impedance from radio: 10,000Ω (unbalanced) Input impedance from radio: 20,000Ω (balanced) Input voltage from radio: -30dBm to +15dBm @ 600.
Communications/Ports	1 PTT connection1 mono headset connection1 stereo headset/microphone connection1 10/100Base T LAN monitor port (for technician PC connection)1 RS232 port 2 10/100Base T LAN ports (1 for IP backbone, 1 for future use)1 USB 2.0 host connection (for future use) 1 10/100Base T LAN port (for dispatch PC)8 DB25 audio ports 1 speaker output
Regulatory-EMC	FCC part 15 class A
Safety	EN60950-1
Green Product	RoHS
Encryption standards	AES, IPSec
Vocoders	G.711 and G.729



Table 1-2: Gateway Unit Functional Capacities

Specification	Capacity
Total radio ports per RGU	8 in 8-port GU
Talkpaths per radio port*	15
Talkpaths per RGU**	60
Talkpaths per Voter	15
Proxies connecting to IRC	10
Soft-DAs connecting to IRC Proxy	100

Table 1-3: Gateway Unit Performance Factors

Specification	Performance factor
Audio delay between two end units on the same LAN	Less than 70 milliseconds (for G.711, 10msframes)
PTT delay between two end units on the same LAN	Less than 20 milliseconds (measured between the PTT switch and the RGU PTT output)
PTT signaling between two GUs	99.999% reliable even when IP packet loss reaches 10%
Audio Quality G.711, 20msec frames	MOS = 4.0 @ 2% packet loss
Audio Quality G.729, 20msec frames	MOS = 3.8 @ 2% packet loss

1.2.1.2 MOTOBRIDGE Software Requirements

G1-G4 Configuration Tool Software

The G1-G4 Configuration Tool (CT) is designed to run on a technician laptop PC and is used to configure a new gateway unit (GU), modify a GU configuration, perform audio monitoring tasks, load Software, System Parameters and audio keys to GUs, and manage the G1-G4 MOTOBRIDGE™ System. This application runs on a standalone PC, which is connected to a MOTOBRIDGE™ IP Network. This application will be installed on a customer provided laptop.

The Configuration Tool requires a PC meeting the following minimum system requirements:

- Processor: Pentium 4-500.
- Memory: 256 MB.
- Free space on hard disk: 1 GB.
- Network adapter with LAN 10/100 Mbps.
- Screen resolution: 1024 x 768.
- Operating system: Windows XP.



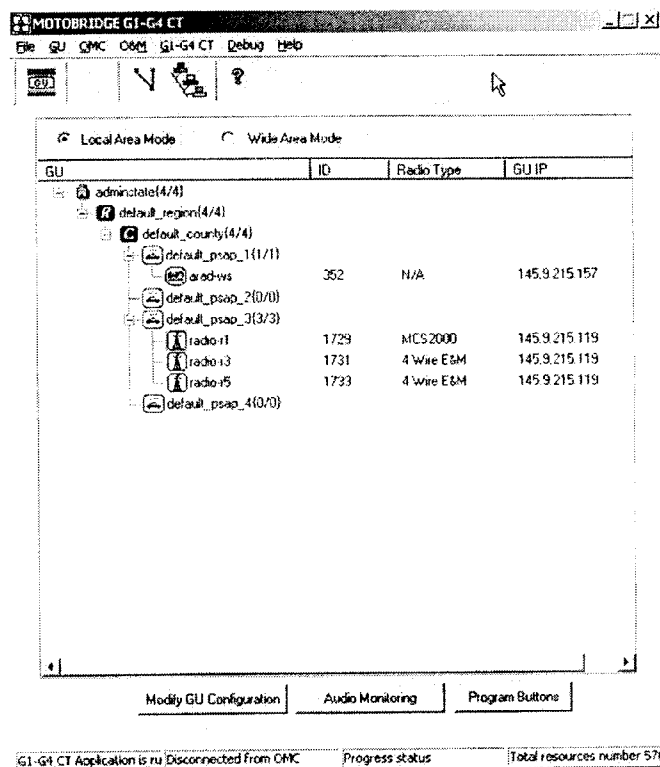


Figure 4: Example illustration of Configuration Tool – Main Window.

Soft Dispatch Application Software

The MOTOBRIDGE system provides a Dispatch Application (DA) that is windows-based Graphical User Interface (GUI) application. The Dispatch Applications operate on PCs and are intended for use by dispatchers in police, fire, and other organizations. The DAs enable operation and management of radio, dispatch, conference, and telephony (optional) connections in a MOTOBRIDGE system. The Soft DA is a Software only (no WS-GU is required) Dispatch position. The Soft DA has less features and capabilities in comparison with the Dispatcher position based on WS-GU. See a capability comparison between the Soft DA and the Dispatch Position based on WS-GU in Table 1-4 below. This application will be installed on a customer provided laptop.



Figure 1-3: Example illustration of Dispatch Application

The Soft DA (Software Only Dispatch Application) requires a PC meeting the following minimum system requirements:

- CPU: Minimum E2180 – 2GHz.
- RAM: 2 GB.
- Free space on hard drive disk: Minimum 1GB.
- 100BaseT IP network.
- Windows XP SP3 or Win 7 64 bit.
- Display monitor resolution: 1024 x 768.
- Sound Card.
- Input/Output device: USB headset (Recommended Stereo “Plantronics” headsets SHS 2362.
- USB Push-to-talk Adapter Stereo SHS 2371) or regular PC headset or PC speakers.
- Microphone.
- Support for USB Port.



Table 1-4: Gateway Unit Functional Capacities

Specification	WS-GU Dispatch Position	Soft DA Dispatch Position	Remarks
Running a Conference Bridge	YES	NO	
Attending a Conference Bridge	YES	YES	
Conference Participants	8	N/A	
Conference Creation Ability	YES	NO	
Dispatcher to Radio Talkpath creation Ability	YES	YES	
Radio to Radio Talkpath Creation Ability	YES	YES	
Dispatcher to Dispatcher Talkpath Creation Ability	YES	YES	
Dispatcher to Phone Talkpath Creation Ability	YES	YES	
Phone to Radio Creation Ability	YES	NO	
Intercom & Radio active Talkpaths	24	Up to 12	
Soft Phone Lines	4	4	
Audio Encryption	YES	YES	
Vocoders	G.711, G.729	G.711	
Frame Length [Msec]	20, 40	20, 40	
PTT Reliability @ 10% Packet Loss	100%	100%	
Audio Quality, G.711 @ 2% Packet Loss	4	4	
Audio Quality, G.729 @ 2% Packet Loss	3.8	N/A	
PTT Switch	1	1	
Audio - MIC Input	1	1	
Audio - Headset Output (Stereo / Mono)	1	1	
Audio - Speaker Output (Stereo / Mono)	1	1	
10/100 LAN Connection - External	1	1	Future: 1 + 1 (backup)
10/100 LAN Connection - Internal	1	N/A	
USB Connection	N/A	for HASP Key	
System Status	YES	YES	
Dispatcher Identification and Authorization	YES	YES	
OMC/SIP Status	YES	YES	
Connections Statuses	YES	YES	
Regulatory - EMC	FCC Part 15 Class A	N/A	
Regulatory - Safety	UL 60950-1	N/A	



1.2.2 MCD 5000

The MCD 5000 deskset is an IP-based desktop console that provides digital control to a variety of Motorola two-way radios. The deskset emulates the buttons and display of the connected radio and performs all the functions of the radio control head. You can use this deskset in dispatch environments, at back-up sites, for special events, or for call monitoring. With IP technology, customers have the flexibility to quickly install desksets where they need them using their IP network infrastructure. And customers can easily expand communication capabilities throughout their organization for increased safety, awareness and coordination.

The following radios can be controlled via the MCD 5000 Deskset:

- ASTRO Consolettes:
- XTL 5000 Consolette (W9 configuration only).
- ASTRO Spectra Consolette (W9 configuration only).
- ASTRO Spectra Plus Consolette (W9 configuration only).
- CDM Series Radios: CDM 1550, CDM 1550 LS, CDM 1550 LS+ .
- MCS 2000 Model III Control Station.
- APX 7500 Consolette.
- Direct connection to 2 or 4 wire Tone Remote Control (TRC) devices.
- Dimetra Mobile Radios (MTM5400 & MTM800E) interface on a TETRA Radio System.

Figure 1-4 and Figure 1-4 show pictures of the MCD 5000 Deskset and the MCD RGU.



Figure 1-4: MCD 5000



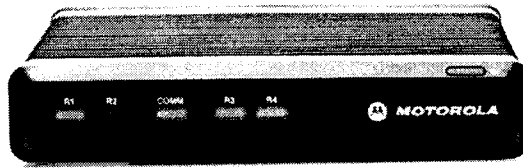


Figure 1-5: RGU

1.3 SYSTEM BLOCK DIAGRAM

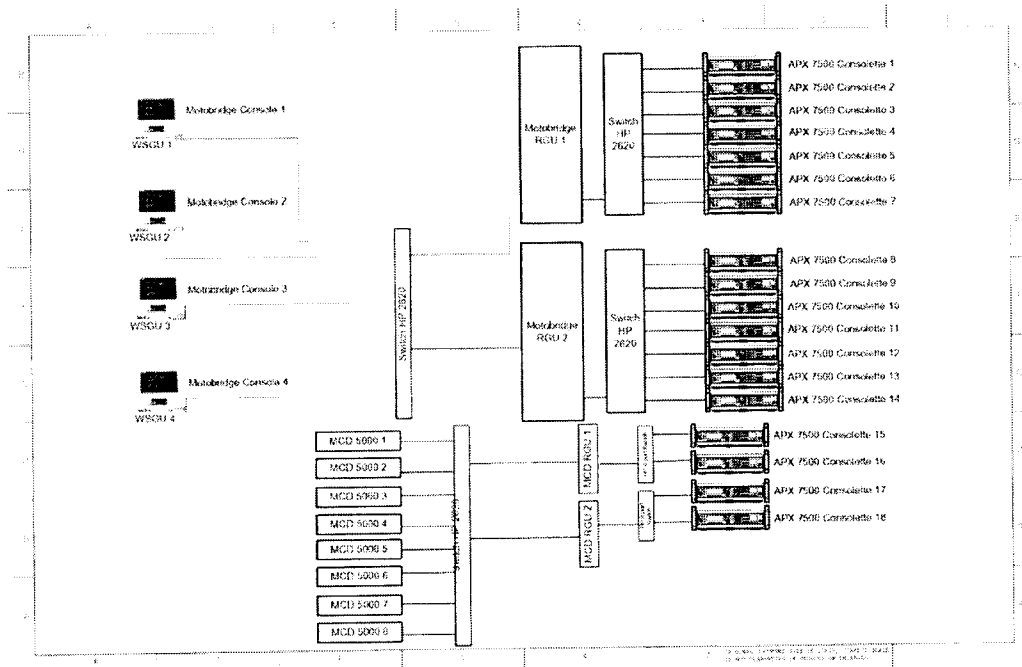


Figure 1-6: System Block Diagram

1.4 RACK DIAGRAM

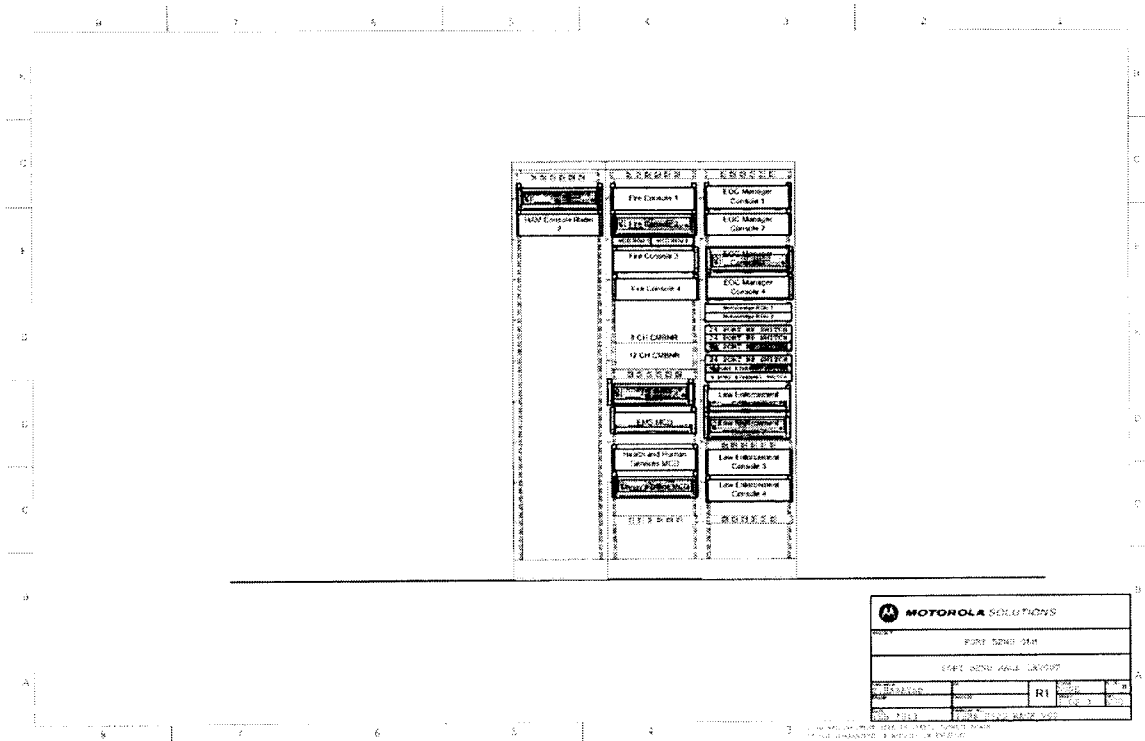


Figure 1-7: Rack Diagram



1.5 POWER REQUIREMENTS

Figure 1-8 lists the power requirements in the Backroom as well as at the dispatch positions where the MCD and the MOTOBRIDGE dispatch positions will be located.

Fort Bend OEM Backroom Power 120 VAC POWER REQUIREMENTS										
Equipment	Qty	Voltage (VAC)	Current per Unit (A)	Total Current (A)	Duty Cycle (%)	Total Current (A) @ Duty Cycle	Power per Unit (W)	Total Power (W)	Total Power (W) @ Duty Cycle	Total BTU/hr
Ethernet Switch (HP 2620 24)	1	120	0.34	0.34	100%	24.0	41	41	41	140
HP 8 Port switch	2	120	0.68	0.68	100%	24.0	41	82	82	280
MotoBridge RCU	2	120	0.70	0.70	100%	0.7	42	84	84	287
MCD RCU	2	120	0.73	0.73	100%	0.2	14	28	28	96
APX 7500 Consoles	18	120	0.9	15.45	100%	15.5	103	1,854	1,854	6,326
Total 120 VAC Power Requirements				17.4		64.4		2069.0	2069.0	7128.0

Fort Bend OEM room 120 VAC POWER REQUIREMENTS										
Equipment	Qty	Voltage (VAC)	Current per Unit (A)	Total Current (A)	Duty Cycle (%)	Total Current (A) @ Duty Cycle	Power per Unit (W)	Total Power (W)	Total Power (W) @ Duty Cycle	Total BTU/hr
Proposed P25 Subsystem										
MCD Desktop	8	120	0.1	0.83	100%	24.0	14	112	112	382
MotoBridge Workstation	4	120	4.3	17.20	100%	24.0	516	2,064	2,064	7,043
MotoBridge WSGU	4	120	0.2	0.70	100%	0.7	21	84	84	287
KVM Switch	4	120	0.1	0.50	100%	0.5	15	60	60	205
Total 120 VAC Power Requirements				19.3		49.2		2320.0	2320.0	7916.2

Figure 1-8: Power Requirements

1.6 DESIGN RESPONSIBILITIES AND ASSUMPTIONS

Motorola Solutions has prepared this proposal keeping in mind some design assumptions and responsibilities. These are summarized below. Fort Bend OEM can request to make changes to any of the bullet points and an updated proposal will be submitted.

- Site power is the responsibility of Fort Bend OEM. Motorola has provided a table that shows the power consumption for each of the system components.
- Fort Bend OEM is responsible for providing AC power for the rack equipment at Fort Bend OEM. Fort Bend OEM will be responsible for providing power to each of these operator position components as well.
- Motorola assumes that the existing tower has open space to place the TX and RX antennas.
- This proposal does not include any new shelters, towers, generators, UPS' or other equipment or civil work not specifically outlined in the System Description or Statement of Work.
- Fort Bend County will be providing a PC to load the Configuration tool for both the MOTOBRIDGE and the MCD systems.
- This design does not include considerations for any site specific installation requirements, including but not limited to:
 - HVAC.
 - Floor Loading.
 - Power Sourcing/Loading.
 - Breaker panel availability.
 - Surge suppression.
 - NEC/R56 compliance.

SECTION 2

EQUIPMENT LIST

FORT BEND OEM UPGRADE DISCOUNTED EQUIPMENT LIST				
			MOTOBIDGE	
524	2	F2840	MOTOBIDGE 8-PORT GATEWAY UNIT	\$25,670.00
524	2	FTN7687	MOTOBIDGE GU 110/220V PS KIT	\$170.00
524	2	FTN6634	MOTOBIDGE GATEWAY RACKMOUNT HW	\$127.50
524	4	F2688	COMPACT WSGU	\$27,200.00
524	4	FPN5647	COMPACT WSGU POWER SUPPLY	\$340.00
524	4	FVN5896	DISPATCH APPLICATION	\$7,480.00
708	4	DDN1497	MOTOBIDGE DISPATCH Z420 HIGH TIER WIN7 PC	\$11,620.00
443	4	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$800.00
524	4	3089004V15	WSGU_GOOSENECK CABLE	\$340.00
706	4	RMN5080B	SUPRAPLUS NC DUAL MUFF HEADSET	\$444.80
706	4	RLN6099A	HDST MODULE BASE W/PTT, 25' CBL	\$774.40
124	4	DDN6516	AUDIO ACCESSORY JACK BOX	\$352.00
708	4	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP	\$906.36
392	4	DSAF1DA104Z	BELKIN COMPONENTS : PRO3 4-PORT KVM SWITCH PS2 & USB IN/OUT	\$1,195.20
524	1	FVN5473	G1-G4 CONFIGURATION TOOL	\$212.50
147	3	CLN1856	2620-24 ETHERNET SWITCH	\$6,075.00
			MCD 5000 DESKSETS	
202	8	F2380	MCD 5000 DESKSET	\$10,200.00
202	8	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD	\$680.00
202	16	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS	\$272.00
202	2	F7979	MCD 5000 DESKSET RADIO GATEWAY UNIT (RGU)	\$2,550.00
202	2	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD	\$170.00
202	1	FTN7490	MCD 5000 DESKSET RGU RACK MOUNT PANEL PLUS SCREWS	\$170.00
202	1	FVN5847	MCD 5000 DESKSET SYSTEM CONFIG TOOL - SYSTEM W/OUT OMC	\$212.50
040	2	DDN1100	8 PORT GIGABIT ETHERNET SWITCH	\$416.50
147	1	CLN1856	2620-24 ETHERNET SWITCH	\$2,025.00



FORT BEND OEM UPGRADE DISCOUNTED EQUIPMENT LIST				
			APX CONSOLETES(HGAC Packaged contract Pricing)	
656	18	L30URS9P W1 N	APX7500 SINGLE BAND 7/800	\$119,726.10
656	18	G806	ENH: ASTRO DIGITAL CAI OP APX	\$ -
656	18	G51	ENH: SMARTZONE OPERATION APX	\$ -
655	18	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ -
656	18	G361	ADD: P25 TRUNKING SOFTWARE	\$ -
656	18	G996	ENH: OVER THE AIR PROVISIONING	\$ -
761	18	GA00469	ENH: EXTENDED DISPATCH APX CONSOLETT	\$ -
656	18	W947	ADD: RS232 PACKET DATA INTERFACE	\$ -
761	18	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$ -
761	18	CA01598	ADD: AC LINE CORD US	\$ -
656	18	G799	ADD: PRINTED TEST RESULTS APEX	\$ -
185	18	G78	ENH: 2 YR REPAIR SERVICE ADVANTAGE	\$ -
656	18	GA00580	ADD: TDMA OPERATION	\$ -
761	18	HKN6233C	APX CONSOLETT RACK MOUNT KIT	\$3,060.00
			ANTENNA SYSTEMS	
207	1	DS4383G0 1A12	CONTROL STATION COMBINER, STANDARD, 746-869 MHZ, 12 CHANNEL	\$21,233.70
207	1	DS4383G0 1A08	CONTROL STATION COMBINER, STANDARD, 746-869 MHZ, 8 CHANNEL	\$11,928.60
207	15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$47.25
207	2	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE	\$51.30
207	2	TDN9289	CABLE WRAP WEATHERPROOFING	\$39.60
207	100	L3617	AVA5-50FX 7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORRUGATED CABLE	\$765.00
207	2	DDN1077	78EZDF-M DIN FEMALE MOT CONNECTOR (MOTOROLA SPECIFIC)	\$71.55
207	4	DSSG7806 B2A	GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	\$81.00
207	1	DSL5SGRI P	7/8" SUPPORT HOIST GRIP	\$25.65
207	5	MDN6817	7/8" CABLE HANGER STAINLESS, 10 PK	\$146.25
207	1	DSTSXDF MBF	RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL	\$112.50
207	1	DSGSAKIT D	GROUND STRAP KIT - DIN	\$30.60
207	40	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$126.00
207	2	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE	\$51.30
207	1	DDN9743	TORQUE WRENCH KIT FOR 7-16 DIN & TYPE N COUPLING NUTS	\$179.10



FORT BEND OEM UPGRADE DISCOUNTED EQUIPMENT LIST				
207	15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$47.25
207	2	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE	\$51.30
207	2	TDN9289	CABLE WRAP WEATHERPROOFING	\$39.60
207	100	L3617	AVA5-50FX 7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORRUGATED CABLE	\$765.00
207	2	DDN1077	78EZDF-M DIN FEMALE MOT CONNECTOR (MOTOROLA SPECIFIC)	\$71.55
207	4	DSSG7806 B2A	GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	\$81.00
207	1	DSL5SGRI P	7/8" SUPPORT HOIST GRIP	\$25.65
207	5	MDN6817	7/8" CABLE HANGER STAINLESS, 10 PK	\$146.25
207	1	DSTSXD F MBF	RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL	\$112.50
207	1	DSGSAKIT D	GROUND STRAP KIT - DIN	\$30.60
207	40	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$126.00
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207	15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$47.25
207	2	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE	\$51.30
207	2	TDN9289	CABLE WRAP WEATHERPROOFING	\$39.60
207	150	L3617	AVA5-50FX 7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORRUGATED CABLE	\$1,147.50
207	2	DDN1077	78EZDF-M DIN FEMALE MOT CONNECTOR (MOTOROLA SPECIFIC)	\$71.55
207	4	DSSG7806 B2A	GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	\$81.00
207	1	DSL5SGRI P	7/8" SUPPORT HOIST GRIP	\$25.65
207	5	MDN6817	7/8" CABLE HANGER STAINLESS, 10 PK	\$146.25
207	1	DSTSXD F MBF	RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL	\$112.50
207	1	DSGSAKIT D	GROUND STRAP KIT - DIN	\$30.60
207	40	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$126.00
207	2	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE	\$51.30
207	1	DDN9743	TORQUE WRENCH KIT FOR 7-16 DIN & TYPE N COUPLING NUTS	\$179.10
207	15	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$47.25
207	2	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE	\$51.30
207	2	TDN9289	CABLE WRAP WEATHERPROOFING	\$39.60



FORT BEND OEM UPGRADE DISCOUNTED EQUIPMENT LIST				
207	150	L3617	AVA5-50FX 7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORRUGATED CABLE	\$1,147.50
207	2	DDN1077	78EZDF-M DIN FEMALE MOT CONNECTOR (MOTOROLA SPECIFIC)	\$71.74
207	4	DSSG7806 B2A	GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	\$81.00
207	1	DSL5SGRI P	7/8" SUPPORT HOIST GRIP	\$25.65
207	5	MDN6817	7/8" CABLE HANGER STAINLESS, 10 PK	\$146.25
207	1	DSTSXD F MBF	RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL	\$112.50
207	1	DSGSAKIT D	GROUND STRAP KIT - DIN	\$30.60
207	40	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$126.00
207	2	DDN1090	7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE	\$51.30
207	1	DDN9743	TORQUE WRENCH KIT FOR 7-16 DIN & TYPE N COUPLING NUTS	\$179.10
207	150	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT	\$303.75
207	20	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE	\$490.50
207	20	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE	\$490.50
207	4	DSSC473H F1LDF	COLLINEAR OMNI ANTENNA, 3 DBD GAIN, LOW PIM, HD, 746-869MHZ	\$7,437.60
207	8	DQCLAMP 147	CLAMP: 2.88 - 4.5 O.D. PARALLEL OR 90 DEGREE TO 2.88 - 4.5 O.D.	\$1,828.80
207	8	DS1400	SPD, TYPE 3, 120V RACK MOUNT, 20A TWIST LOCK DUAL FEED INPUT W/4 PER	\$8,085.60
			SPARES	
524	1	F2840	MOTOBIDGE 8-PORT GATEWAY UNIT	\$12,835.00
524	1	FTN7687	MOTOBIDGE GU 110/220V PS KIT	\$85.00
524	1	F2688	COMPACT WSGU	\$6,800.00
524	1	FPN5647	COMPACT WSGU POWER SUPPLY	\$85.00
147	1	CLN1856	2620-24 ETHERNET SWITCH	\$1,912.50
				\$304,380.00



STATEMENT OF WORK

3.1 OVERVIEW

Motorola proposes the installation and configuration of the equipment defined in the System Description and Equipment List. The document delineates the general responsibilities between Motorola and Fort Bend OEM, Texas (“Customer”) as agreed to by contract.

3.2 MOTOROLA RESPONSIBILITIES

Motorola’s general responsibilities include the following:

- Conduct project kickoff meeting with customer to review project design and finalize requirements.
- Schedule the implementation schedule in agreement with Fort Bend OEM.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide Fort Bend OEM with the appropriate system interconnect specifications.
- Define link specifications for each link required for the proposed system.
- Define electrical requirements for each equipment rack and operator position to be installed in the Customer-provided facilities.
- Define heat load for each equipment rack to be installed in the Customer-provided facilities.
- Install the console operator position in the location and on desktop space provided by the Fort Bend OEM.
- Install the proposed backroom rack equipment in the dispatch location provided by the customer.
- Connect the Customer-supplied, previously identified circuits into the console, to a demarcation point located within 25 feet of the console interface.
- Connect the appropriate equipment to the Customer supplied ground system in accordance with Motorola’s R56 Site Installation Standards.
- Perform the console programming, based on the console templates jointly developed by Fort Bend OEM and Motorola.
- Equipment to be installed at the Fort Bend OEM dispatch location Department includes:
- Four new MOTOBRIDGE consoles, eight MCD 5000 desksets and eighteen APX 7500 consolettes with details below:
- MOTOBRIDGE System:
 - QTY (2) MOTOBRIDGE RGU.
 - QTY (2) MOTOBRIDGE RGU Power Supply.
 - QTY (4) MOTOBRIDGE Dispatch positions (Z420 High Tier WIN7 PC).
 - QTY (4) MOTOBRIDGE Application.
 - QTY (4) MOTOBRIDGE WSGU.
 - QTY (1) MOTOBRIDGE Configuration tool (to be installed on customer provided PC).
 - QTY (4) KVM Switches.
 - QTY (3) HP 24 port Ethernet Switch.



- Connect the 4 MOTOBRIDGE consoles to a 24 port switch provided by Motorola.
- Connect 2 switches to the 2 MOTOBRIDGE RGU's and APX Consolettes.
- Connect KVM switch at the MOTOBRIDGE dispatch position to the existing monitor, keyboard and mouse to share the peripheral with the other services running at the position.
- MCD 5000 System:
 - QTY (8) MCD 5000 Deskset.
 - QTY (8) MCD 5000 Deskset power supply.
 - QTY (2) MCD 5000 RGU.
 - QTY (1) MCD Configuration tool.
 - QTY (1) HP 24 port Ethernet Switch.
 - QTY (2) HP 8 port Ethernet Switch.
- Connect the 8 MCD's to a 24 port switch provided by Motorola.
- Connect 2 switches to the 2 MCD RGU's and APX Consolettes.
- Consolettes:
 - QTY (18) APX 7500 Single Band Consolettes.
- Consolettes Antenna Systems
 - QTY (1) Control Station Combiner 12 channels.
 - QTY (1) Control Station Combiner 8 channels.
 - QTY (4) Antennas, lines, Surge and connectors.
- Install the Motorola provided 4 main lines from the equipment room to the tower at the antenna location, to be determined during DDR, with connector, surge grounding kit and hoist grip.
- Install four 3dB antennas (2TX and 2 Rx) on the tower with a 3 ft. separation between the Tx and Rx, with RX on top and TX 3ft. below it.
- Install and ground 4 new Heliac line surge protectors at the equipment room cable entry window, 2 for the TX and 2 for the Rx lines.
- Install upper jumpers to the antennas on one side and the main lines to the other.
- Install lower jumpers to the polyphasers on one side and the control station combiners on the other side.
- Install the 2 control station combiners in the equipment rack and connect them to the consolettes.
- Perform the consolette programming, based on the templates jointly developed by Fort Bend OEM and Motorola.
- Integration of other third party products, not defined in this statement of work, is not included in this proposal.
- Perform R56 site installation quality audits, verifying proper physical installation and operational configurations at the Fort Bend OEM dispatch location.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's "Standards and Guidelines for Communication Sites" (R56).
- Optimize equipment and verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications.
- Verify the operational functionality and features of the dispatch subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the Fort Bend OEM for review.
- Resolve any punch list items before Final System Acceptance.



3.3 FORT BEND OEM RESPONSIBILITIES

Fort Bend OEM will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. Fort Bend OEM's general responsibilities for the dispatch location are as follows:

- Fort Bend OEM will provide a dedicated delivery point for receipt, inventory, and storage of equipment prior to installation.
- Coordinate the activities of all Fort Bend OEM's vendors or other contractors, if applicable.
- Attend and participate in project meetings and reviews.
- Provide ongoing communication, as applicable, regarding the MOTOBRIDGE console project and schedule.
- Provide dispatch facility and antenna mounting locations as required for dispatch sub-system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- Provide demarcation point located within 25 feet of the console interface.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. Provide AC power (dedicated 20 Amp AC outlets – simplex with ground) for each major piece of equipment within 6 feet of the location of the Motorola-supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's "Standards and Guidelines for Communication Sites" (R56). Ceiling (minimum 9 feet) and cable tray heights (minimum 8 feet) in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.
- Bring grounding system up to Motorola's "Standards and Guidelines for Communication Sites" (R56) and supply a single point system ground, of 5 ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment.
- Provide floor space and desk space (including desk furniture, as needed) for the System equipment at the Customer-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36 inches clearance in the front and back.
- Relocate and/or removal of existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.
- Provide all necessary wall or roof penetrations on existing buildings for control station antenna coax, if applicable.
- Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.



- Supply interior building cable trays, raceways, conduits, and wire supports.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Supply structural analysis, if required, for antenna mounting.
- Provide console templates as required for programming.
- Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- Any required system interconnections not specifically outlined here will be provided by the Fort Bend OEM, per Motorola specifications. Test results to confirm specification compliancy are required prior to equipment installation. *Note: These may include dedicated phone circuits, microwave links, or other types of connectivity.*
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the Fort Bend OEM's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

3.4 PROJECT SCHEDULE

Motorola's preliminary time duration for total project implementation will be approximately 4-6 months. A final project schedule will be developed based upon mutual agreement between Motorola and Fort Bend OEM at the detailed Design review (DDR).



WARRANTY AND MAINTENANCE PLAN

Motorola has over 75 years of experience supporting mission critical communications for public safety and public service agencies. Motorola's technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

THE MOTOROLA SERVICE DELIVERY TEAM

Customer Support Manager

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

Motorola System Technologists

The Motorola System Technologists (ST) are available to assist Motorola's Authorized Servicers when needed for network health and operations.

Motorola System Support Center

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

- Network Monitoring.
- Dispatch Service.
- Infrastructure Repair with Advanced Replacement.
- Technical Support.

Motorola has proven experience to deliver mission critical network support

- **Extensive Experience** – Motorola has over 75 years of experience supporting mission critical communications and the Public Safety community.
- **Capacity to Respond** – Motorola's network of local service centers, repair depots, system support center and parts support enable Motorola to provide quick and effective service delivery.
- **Flexibility and Scalability** – Motorola's Support Plans are customized to meet individual Customer needs.
- **Skills and Process** – Motorola uses a well-established, structured, and disciplined approach to provide service delivery. Motorola's team of well-trained and committed people understands the communications technology business.



Motorola Local Service Provider

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

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

4.1 WARRANTY SERVICES

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the Communication Systems Agreement within this proposal. In addition to the Standard Commercial Warranty, the service products that comprise the Custom Warranty package are listed below along with a brief description.

4.1.1 Dispatch Service

Motorola's Dispatch Service ensures that trained and qualified technicians are dispatched to diagnose and restore your communications network. Following proven response and restoration processes, the local authorized service center in your area is contacted and a qualified technician is sent to your site. An automated escalation and case management process is followed to ensure that technician site arrival and system restoration comply with contracted response and restore times. Once the issue has been resolved, the System Support Center verifies resolution and with your approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

4.1.2 On-Site Infrastructure Response

Motorola On-Site Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times. The field technician restores the system by performing first level troubleshooting on site. If the technician is unable to resolve the issue, the case is escalated to the System Support Center or product engineering teams as needed.



4.1.3 Network Preventative Maintenance

Network Preventative Maintenance provides an operational test and alignment on your infrastructure or fixed network equipment to ensure that it meets original manufacturer's specifications. Trained technicians:

- Physically inspect equipment.
- Remove dust and foreign substances.
- Clean filters.
- Measure, record, align and adjust equipment to meet original manufacturer's specifications.

This service is performed based on a schedule agreed upon between you and Motorola. Network Preventative Maintenance proactively detects issues that may result in system malfunctions and operational interruptions.

4.1.4 Infrastructure Repair

Infrastructure Repair service provides for the repair of all Motorola-manufactured equipment, as well as equipment from third-party infrastructure vendors. All repair management is handled through a central location eliminating your need to send equipment to multiple locations.

Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test, and repair your equipment. Our ISO9001 and TL9000-certified processes and methodologies ensure that your equipment is quickly returned maintaining the highest quality standards.

Service agreements allow you to budget your maintenance costs on an annual basis. Equipment covered under service agreements also receives higher service priority, which results in quicker repair times.

4.1.5 Infrastructure Repair with Advanced Replacement

Infrastructure Repair with our Advanced Replacement upgrade supplements your spares inventory with Motorola's centralized inventory of critical equipment. In advance of Motorola repairing the malfunctioning unit, a replacement unit is sent to you within 24 hours to ensure a spare unit is available. Upon receipt of the malfunctioning unit, Motorola repairs the unit and replace it in our centralized inventory.

4.1.6 Technical Support Service

Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.



4.1.7 Repair Service Advantage (RSA)

Repair Service Advantage (RSA) gives you the support you need to help you keep your subscriber radios operating in peak condition. When repair is required, the Motorola Depot tests, repairs, and returns the radio to original factory specifications. Firmware is also upgraded to the latest version. RSA adheres to a proven process of analysis and restoration, backed by a 90-day warranty. Service agreements allow you to budget your maintenance costs on an annual basis. Equipment covered under service agreements also receives higher service priority, which results in quicker repair times.

4.2 POST WARRANTY SERVICES

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

A quote for post-warranty costs has not been included with this proposal, but can be provided upon request.

4.3 SUMMARY

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

Table 4-1: Warranty and Services Overview

Warranty and Post Warranty Service Overview	Warranty Year	Post Warranty Year
Dispatch Service	✓	
On Site Infrastructure Response	✓	
Network Preventative Maintenance	✓	
Infrastructure Repair	✓	
Infrastructure Repair with Advanced Replacement	✓	
Technical Support Service	✓	
Repair Service Advantage (RSA)	✓	



PRICING SUMMARY

Motorola is pleased to provide the following equipment and services to Fortbend OEM:

Total Equipment Cost: \$304,380.00

Total Services Cost: \$ 95,946.00

Total System Cost: \$400,326.00

Payment Schedule

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola in accordance with the contract payment terms. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following:

- 25% of the contract price upon Contract execution.
- 50% of the contract price upon equipment shipment.
- 15% of the contract price upon installation.
- 5% of the contract price upon System Acceptance or start of Beneficial Use.
- 5% of the contract price upon Final Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.



Interoperable Communications Review Form - Equipment

Project's Name / Location: **EOC Consolette and Subscriber Unit Upgrade, Fort Bend**

Vendor Contact Name: **Ben Zotyka**

Subgrantee Name: **Fort Bend County, Texas**

Vendor Phone #: **832-657-5086**

Vendor **Motorola Solutions, Inc.**

Vendor eMail: **ben.zotyka@motorolasolutions.com**

Equipment Cost Total:										\$ 304,380.00	
Line #	Make/Manufacturer	Model #	Description (plain language)	P25 (Y/N)	Qty	Original Unit Price	Discount HGAC	D		E	
								(B x C = D)	Discounted Unit Price	Final Price	
1	06.CP.01BASE	F2840	MOTOBIDGE 8-PORT GATEWAY UNIT	YES	2	\$ 15,100.00	15.0%	\$ 30,200.00	\$ 25,670.00		
2	06.CP.01BASE	FTN7687	MOTOBIDGE GU 110/220V PS KIT	YES	2	\$ 100.00	15.0%	\$ 200.00	\$ 170.00		
3	06.CP.01BASE	FTN6634	MOTOBIDGE GATEWAY RACKMOUNT HW	YES	2	\$ 75.00	15.0%	\$ 150.00	\$ 127.50		
4	06.CP.02.BRDG	F2688	COMPACT WSGU	YES	4	\$ 8,000.00	15.0%	\$ 32,000.00	\$ 27,200.00		
5	10.PE.00 UPS	FPN5647	COMPACT WSGU POWER SUPPLY	YES	4	\$ 100.00	15.0%	\$ 400.00	\$ 340.00		
6	06.CP.02.BRDG	FVN5896	DISPATCH APPLICATION	YES	4	\$ 2,200.00	15.0%	\$ 8,800.00	\$ 7,480.00		
7	06.CP.02.BRDG	DDN1497	MOTOBIDGE DISPATCH Z420 HIGH TIER WIN7 PC	YES	4	\$ 3,500.00	17.0%	\$ 14,000.00	\$ 11,620.00		
8	06.CP.01BASE	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	YES	4	\$ 250.00	20.0%	\$ 1,000.00	\$ 800.00		
9	06.CP.02.BRDG	3089004V15	WSGU GOOSENECK CABLE	YES	4	\$ 100.00	15.0%	\$ 400.00	\$ 340.00		
10	06.CP.01BASE	RNM5080B	SUPRAPLUS NC DUAL MUFG HEADSET	YES	4	\$ 139.00	20.0%	\$ 556.00	\$ 444.80		
11	06.CP.02.BRDG	RLN6099A	HDST MODULE BASE W/PTT, 25' CBL	YES	4	\$ 242.00	20.0%	\$ 968.00	\$ 774.40		
12	06.CP.02.BRDG	DDN6516	AUDIO ACCESSORY JACK BOX	YES	4	\$ 110.00	20.0%	\$ 440.00	\$ 352.00		
13	06.CP.01BASE	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH	YES	4	\$ 273.00	17.0%	\$ 1,092.00	\$ 906.36		
14	06.CP.02.BRDG	DSAF1DA104Z	BELKIN COMPONENTS : PRO3 4-PORT KVM SWITCH PS2 & L	YES	4	\$ 332.00	10.0%	\$ 1,328.00	\$ 1,195.20		
15	06.CP.02.BRDG	FVN5473	G1-G4 CONFIGURATION TOOL	YES	1	\$ 250.00	15.0%	\$ 250.00	\$ 212.50		
16	06.CP.02.BRDG	CLN1856	2620-24 ETHERNET SWITCH	YES	3	\$ 2,250.00	10.0%	\$ 6,750.00	\$ 6,075.00		
17	06.CP.01BASE	F2380	MCD 5000 DESKSET	YES	8	\$ 1,500.00	15.0%	\$ 12,000.00	\$ 10,200.00		
18	06.CP.01BASE	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POW	YES	8	\$ 100.00	15.0%	\$ 800.00	\$ 680.00		
19	06.CP.02.BRDG	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS	YES	16	\$ 20.00	15.0%	\$ 320.00	\$ 272.00		
20	06.CP.01BASE	F7979	MCD 5000 DESKSET RADIO GATEWAY UNIT (RGU)	YES	2	\$ 1,500.00	15.0%	\$ 3,000.00	\$ 2,550.00		
21	06.CP.01BASE	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POW	YES	2	\$ 100.00	15.0%	\$ 200.00	\$ 170.00		
22	06.CP.01BASE	FTN7490	MCD 5000 DESKSET RGU RACK MOUNT PANEL PLUS SCREW	YES	1	\$ 200.00	15.0%	\$ 200.00	\$ 170.00		
23	06.CP.01BASE	FVN5847	MCD 5000 DESKSET SYSTEM CONFIG TOOL - SYSTEM W/O	YES	1	\$ 250.00	15.0%	\$ 250.00	\$ 212.50		
24	06.CP.02.BRDG	DDN1100	8 PORT GIGABIT ETHERNET SWITCH	YES	2	\$ 245.00	15.0%	\$ 490.00	\$ 416.50		
25	06.CP.02.BRDG	CLN1856	2620-24 ETHERNET SWITCH	YES	1	\$ 2,250.00	10.0%	\$ 2,250.00	\$ 2,025.00		
26	06.CP.01BASE	LC30URSPW1 N	APX7500 SINGLE BAND 7/800 (packaged price on HGAC)	YES	18	\$ 6,651.45		\$ 119,726.10	\$ 119,726.10		

Interoperable Communications Review Form - Service

ec's Name /Site / Location: EOC Consolette and Subscriber Unit Upgrade, Fort Bend

Vendor Contact Name:

Ben Zotyka

Subgrantee Name: Fort Bend County, Texas

Vendor Phone #:

832-657-5086

Vendor Motorola Solutions, Inc.

Vendor eMail:

ben.zotyka@motorolasolutions.com

Line #	Service Description	# Service Visits	Rate per DAY or per HOUR per person	# of		TOTAL if paid per DAY	TOTAL if paid per HOUR	Final Price
				DAYS (if rate is per day)	HOURS (if rate is per hour)			
1	SYSTEM ENGINEERING		\$ 1,500.00	12	0	\$ 18,000.00	-	\$ 18,000.00
2	SYSTEM TECHNOLOGIST/ON SITE INSTALLATION		\$ 1,800.00	24.4	0	\$ 43,746.00	-	\$ 43,746.00
3	PROJECT MANAGEMENT		\$ 1,800.00	19	0	\$ 34,200.00	-	\$ 34,200.00
4			-	0	0	\$ -	-	\$ -
5	Total		-	0	0	\$ -	-	\$ 95,946.00
6			\$ -	0	0	\$ -	-	\$ -
7			\$ -	0	0	\$ -	-	\$ -
8			\$ -	0	0	\$ -	-	\$ -
9			\$ -	0	0	\$ -	-	\$ -
10			\$ -	0	0	\$ -	-	\$ -
11			\$ -	0	0	\$ -	-	\$ -
12			\$ -	0	0	\$ -	-	\$ -
13			\$ -	0	0	\$ -	-	\$ -
14			\$ -	0	0	\$ -	-	\$ -
15			\$ -	0	0	\$ -	-	\$ -
16			\$ -	0	0	\$ -	-	\$ -
17			\$ -	0	0	\$ -	-	\$ -
18			\$ -	0	0	\$ -	-	\$ -
19			\$ -	0	0	\$ -	-	\$ -
20			\$ -	0	0	\$ -	-	\$ -
21			\$ -	0	0	\$ -	-	\$ -
22			\$ -	0	0	\$ -	-	\$ -
23			\$ -	0	0	\$ -	-	\$ -
24			\$ -	0	0	\$ -	-	\$ -
25			\$ -	0	0	\$ -	-	\$ -

Insert Rows above as needed.

Exhibit E
System Acceptance Certificate

Customer Name: _____

Project Name: _____

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

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

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

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

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____