

RESOLUTION NO. 2018-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
AUTHORIZING THE LEASE PURCHASE OF MOTOROLA MOBILE
RADIOS, PORTABLE RADIOS AND BODY WORN CAMERAS ALONG
WITH THE REQUIRED ACCESSORIES THROUGH THE HOUSTON-
GALVESTON AREA COUNCIL (HGAC) COOPERATIVE PURCHASING
PROGRAM UTILIZING THE 4-YEAR LEASE OPTION FROM MOTOROLA
FOR THE POLICE DEPARTMENT, FIRE DEPARTMENT AND PUBLIC
WORKS AND AUTHORIZING THE SUBSCRIPTION SERVICES
AGREEMENT FOR THE COMMAND VAULT DATA STORAGE FOR BODY
CAM DATA.

WHEREAS, the Police Department, Fire Department and Public Works has a critical need to replace communications equipment that is not meeting the needs of the City departments; and,

WHEREAS, the Fire Department Radios are past the end of their useful life and will not work on the NGEN radio system; and,

WHEREAS, the Police Department has a need to purchase Body Cameras and provide for the necessary retention of the Body Camera data; and,

WHEREAS, the Public Works Department has a need to replace their radio with radios that will operate on the NGEN system and for interoperability; and,

WHEREAS, purchasing the necessary communications equipment will provide for interoperability with public safety agencies and the surrounding agencies in the event of an emergency; and,

WHEREAS, purchasing this equipment will ensure that the departments will be able to communicate when the updates to the NGEN system is implemented; and,

WHEREAS, funding is included in the 2018/19 CIP Budget for communications equipment; and,

WHEREAS, the HGAC Cooperative Purchasing Program assists local governments in reducing costs through a nationwide government-to-government procurement service; and,

WHEREAS, The Houston-Galveston Area Council (H-GAC) is a regional council of governments and governed by a board comprised of 35 elected officials from a 13-county region. The H-GAC Board awards all contracts, which can then be made available to local governments nationwide thru HGACBuy; and

WHEREAS, staff has verified that the proposed agreement with Motorola has properly utilized the HGACBuy bidding process; and

WHEREAS, staff has also verified that several California Cities have utilized the current HGAC bidding process and prices for the purchase of Motorola Radios and accessories; and

WHEREAS, the proposed agreement with Motorola will use valid contract terms established through the HGACBuy process; and

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Marina as follows:

1. Consider adopting Resolution No. 2018-, authorizing the purchase of Motorola mobile radios, portable radios and body worn cameras along with the required accessories through the HGAC cooperative purchasing program utilizing the 4-year lease option from Motorola for the Police department, Fire department and Public works department **[EXHIBIT A]** and authorizing the Subscription Services agreement for the Command Vault Data Storage **[EXHIBIT B]**; and,
2. Authorize the Finance Director to make necessary accounting and budgetary entries, and;
3. Authorize the City Manager to execute purchase agreements on behalf of the City subject to final review and approval by the City Attorney

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 3rd day of July 2018 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk



6/26/18

City of Marina
211 Hillcrest Avenue
Marina, CA 93933

RE: Municipal Lease # 24371

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the [radio equipment] to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24371 are valid for contracts that are executed and returned to Motorola on or before **July 10, 2018**. After **7/10/18**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Andrew Knipfer / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-906-8180.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Andrew Knipfer

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address City of Marina

E-mail Address: _____
Attention: _____
Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address

Phone: _____
Fax: _____

7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24371

LESSEE:

City of Marina
211 Hillcrest Avenue
Marina, CA 93933

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than thirty (30) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to Motorola Quote #QU0000425631 (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS".

LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) it is the intent of Lessee and Lessor that the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss") , Lessee at its option will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After written notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor, with written notice to the Lessee, may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for thirty (30) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within thirty (30) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within thirty (30) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the current fiscal year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of June, 2018.

LESSEE:
City of Marina

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____
Title: _____

By: _____
Title: Assistant Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)
appointed and acting Secretary or Clerk of the City of Marina, an entity duly organized and existing under the laws of the **State of California** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24371**, between City of Marina and Motorola Solutions, Inc.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Marina, hereto this ____ day of June 2018.

By: _____
(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24371 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Marina

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 24371
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24371** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: City of Marina	

Initial Term: 48 Months

Commencement Date: 6/30/18

First Payment Due Date: 7/1/19

4 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of Marina Schedule B (Lease #24371)						
Compound Period:			Monthly			
Nominal Annual Rate:			4.515%			
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Loan	6/30/2018	\$663,156.49	1		
2	Payment	7/1/2019	\$185,347.60	4	Annual	7/1/2022
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Payment	Interest	Principal	Balance	
Loan	6/30/2018				\$663,156.49	
1	7/1/2019	\$185,347.60	\$ 30,655.02	\$154,692.58	\$508,463.91	
2	7/1/2020	\$185,347.60	\$ 23,437.50	\$161,910.10	\$346,553.81	
3	7/1/2021	\$185,347.60	\$ 15,974.30	\$169,373.30	\$177,180.51	
4	7/1/2022	\$185,347.60	\$ 8,167.09	\$177,180.51	\$ -	
Grand Totals		\$741,390.40	\$ 78,233.91	\$663,156.49		

INITIAL INSURANCE REQUIREMENT: \$663,156.49

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24371** to that Equipment Lease Purchase Agreement number **24371** will be maintained by the City of Marina as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24371**, City of Marina, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24371 to that Equipment Lease Purchase Agreement number 24371. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24371 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
500 W Monroe
Chicago, IL 60661

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **City of Marina**?
3. Does the equipment replace existing equipment?

If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24371

Lease Schedule A No. : 24371

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24371. See Schedule A for a detailed Equipment List.

LESSEE:

City of Marina

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION City to provide their from of resolution

SUBSCRIPTION SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and _City of Marina_____ ("Customer") enter into this Subscription Services Agreement ("Agreement") pursuant to which Customer will purchase and Motorola will sell a subscription to access the subscription services described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

The terms of the Agreement, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Agreement. To the extent there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

1. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Agreement.

"Administrator" means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

"Anonymized" means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

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

"Customer Data" means Native Data provided by Customer to Motorola hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola.

"Deliverables" means all written information (such as reports, analytics, Solution Data, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer pursuant to the applicable Statement of Work. The Deliverables, if any, are more fully described in the Statement of Work.

"Documentation" means the technical materials provided by Motorola to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

"Effective Date" means the date of the last signature on this Agreement, unless access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer, in

connection with or relating to the Solution and Subscription Services.

“Force Majeure” which means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Licensed Product” means 1) Software, whether hosted or installed at Customer’s site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

“Native Data” means data that is created solely by Customer or its agents.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

“Software” means the Motorola owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

“Solution” means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services.

“Solution Data” means Customer Data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content that is made available to Customer with the Solution and Subscription Services.

“Statement of Work” If included, the Statement of Work (“SOW”) describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

“Subscription Services” means those subscription services to be provided by Motorola to Customer under this Agreement, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola, as applicable.

“Users” means Customer’s authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.

2. SCOPE

2.1 Subscription Services. Motorola will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola (“Incorporated Document(s)”), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be set forth in an Addendum. In the event of a conflict between an Addendum and the body of the Agreement, the Addendum will govern resolution of the conflict. Motorola and Customer will perform their respective responsibilities as described in this Agreement and any applicable Incorporated Documents.

2.2 **Changes.** Customer may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

2.3 **Non-solicitation.** During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

3. TERM

3.1 **Term.** Unless a different Term is set forth in an applicable Addendum or the Incorporated Documents, the Term of this Agreement begins on the Effective Date and continues for twelve (12) months. The Agreement renews annually on the anniversary of the Effective Date, unless either Party notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date or until termination by either Party in accordance with the Termination section of this Agreement.

3.2 **Minimum Initial Term.** For certain Subscription Services, a minimum initial term greater than one year may be required ("Minimum Initial Term"). Following the Minimum Initial Term, this Agreement will automatically renew upon each anniversary of the Effective Date for a successive renewal term of the same duration as the Minimum Initial Term, unless either Party: 1) notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the Agreement, including non-payment of fees for the renewal period by the anniversary date.

3.3 **Renewals.** The terms and conditions of the Agreement and will govern any renewal periods.

4. **CUSTOMER OBLIGATIONS.** Customer will fulfill all of its obligations in this Agreement, including applicable addendums and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola from performing its responsibilities.

4.1 **Access.** To enable Motorola to perform the Subscription Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola's employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

4.2 **Customer Information.** If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Subscription Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.3 **Risk of Loss.** If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola's instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola or its agent or returned by Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear

and tear excluded.

4.4 Equipment Title. Unless Customer is purchasing equipment pursuant to the terms in the Addendum entitled “Equipment Purchase” and unless stated differently in this Agreement or in the Incorporated Documents, title to any equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this Agreement will be governed by the terms and conditions set forth in the Equipment Purchase Addendum.

4.5 Enable Users. Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Agreement prior to allowing Users to access or use Subscription Services.

4.6 Non-preclusion. If, as a result of the Subscription Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

5. Subscription Fees.

5.1 Recurring Fees. Unless stated differently in an applicable addendum, Incorporated Documents or otherwise arranged in writing with Motorola, Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola will issue an invoice for the annual subscription fees for the following year.

5.2 Start Up Fees. Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola will submit an invoice for the start up fees on the Effective Date.

5.3 Fee Change. Motorola reserves the right to change the subscription fees at the end of each Subscription Services Term. Except for any payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Motorola reserves the right to terminate Service for non-payment of fees.

5.4 No Price Guarantee. Notwithstanding any language to the contrary, the pricing and fees associated with this Agreement will not be subject to any most favored pricing commitment or other similar low price guarantees.

5.5 Taxes. The Subscription Fees and start up fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer, except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

6. ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 Acceptance. The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 Schedule. All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 Force Majeure. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

7. LIMITED LICENSE

7.1 Licensed Products. Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement. If Software is subject to a click wrap, end user license agreement or is otherwise packaged with or subject to a separate end user license, such license will apply to the use of Software and Licensed Product.

7.2 Proprietary Rights. Regardless of any contrary provision in the Agreement, Motorola or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing Services to Customer remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. No custom development work is to be performed under this Agreement.

8. DATA AND FEEDBACK

8.1 Solution Data. To the extent permitted by law, Motorola, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola grants Customer a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.

8.2 Customer Data. To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Customers and end users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola a license to sell an Anonymized version of Customer Data for any purpose.

8.3 **Feedback.** Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola. Motorola is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola.

9 WARRANTY

9.1 **"AS IS".** THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2 **Availability and Accuracy.** Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

9.3 **Equipment Sale.** Warranty for any equipment sold pursuant to this Agreement will be set forth in Equipment Purchase Addendum.

10. DISCLAIMERS

10.1 **Existing Equipment and Software.** If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

10.2 **Privacy.** Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the

Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.3 Social Media. If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.4 Misuse. Motorola reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

11. LIMITATION OF LIABILITY

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

11.2 Additional Disclaimers. MOTOROLA DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH

OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

11.3 Essential term. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

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, 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 a 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 procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3 No Refund. If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the Incorporated Documents or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

12.4 Cancellation Fee. If an Initial Minimum Term applies and Customer terminates prior to the end of the Initial Minimum Term, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the Initial Minimum Term.

12.5 Return of Discount. If Customer is afforded a discount in exchange for a term commitment longer than one year, early termination will result in an early termination fee, representing a return of the discount off of list price.

12.6 Return Confidential Information. Upon termination or expiration of the Agreement, Customer will return or certify the destruction of all Confidential Information and Solution Data.

12.7 Connection Terminated. Certain Subscription Services require a connection to Customer systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola will no longer extract any Customer Data.

12.8 Equipment Return. Any equipment provided by Motorola for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

12.9 **Five Year Term.** Motorola provides equipment for use in connection with certain Subscription Services. Upon expiration and non-renewal of a five (5) year subscription Term, Title to the equipment will automatically transfer to Customer upon the subscription expiration date.

13. DISPUTES

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

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

14. SECURITY.

14.1 **Industry Standard.** Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, or corruption. During the term of Agreement, if the Solution enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), Motorola will provide and comply with a CJIS Security Addendum. Any additional Security measure desired by Customer may be available for an additional fee.

14.2 **Background checks.** Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

14.3 **Customer Security Measures.** Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures.

14.4 **Breach Response Plan.** Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

15. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. **Treatment of Confidential Information.** During the term of this Agreement, the parties may provide each other with Confidential Information. Licensed Products, and all Deliverables will be deemed to be Motorola's Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement or pursuant to the license granted immediately below.

15.1.2. **Ownership of Confidential Information.** The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1 **Proprietary Solution.** Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola or its third party licensors and contain valuable trade secrets. In accordance with this Agreement, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

15.2.2. **Ownership.** Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

15.3 **Remedies.** Because Licensed Products contain valuable trade secrets and proprietary information of Motorola, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Agreement to the contrary, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola's Property Rights, or the unauthorized use of Motorola's Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided

in this Agreement, the parties' rights and remedies under this Agreement are cumulative.

16. GENERAL

16.1 Future Regulatory Requirements. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

16.2 Compliance with Applicable Laws. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola's prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola, and Customer warrants and represents to Motorola that Customer has all rights necessary to provide such Customer Data to Motorola for the uses as contemplated hereunder. Customer shall obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Agreement. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

16.3 Audit. Motorola reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

16.4 Assignability. 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.

16.5 Subcontracting. Motorola may subcontract any portion of the Subscription Services without prior notice or consent of Customer.

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

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

16.8 Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted

as a joint venture, partnership or formal business organization of any kind.

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

16.10 Governing Law. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Illinois.

16.11 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 provided by the other Party 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.

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

16.13 Return of Equipment. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer, if any.

16.14. Survival Of Terms. The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 13 (Disputes); Section 15 (Confidential Information and Proprietary Rights); and all General provisions in Section 16.

16.15. ENTIRE AGREEMENT. This Agreement and any Incorporated Documents or related attachments constitute the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or 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.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

CUSTOMER

MOTOROLA SOLUTIONS, INC.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BILL TO ADDRESS:

Name: _____

Address: _____

Address: _____

Phone #: _____

SHIP TO ADDRESS:

Name: _____

Address: _____

Address: _____

Phone #: _____

FINAL DESTINATION:

Name: _____

Address: _____

Address: _____

Phone #: _____

ADDENDUM

DIGITAL EVIDENCE MANAGEMENT SOLUTION

The following additional terms will apply to Subscription Services from Motorola's Digital Evidence Management Solution.

If any term in this Attachment conflicts with a term in the main body of the Agreement, this Attachment will govern.

2. DATA STORAGE. Motorola will determine, in its sole discretion, the location of the stored content for CommandCentral Vault Services. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

3. DATA RETRIEVAL. CommandCentral Services will leverage different types of storage to optimize the Subscription Services, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to 8 hours to be viewable.

4. API SUPPORT. Motorola will use commercially reasonable efforts to maintain the Application Programming Interface ("API") offered as part of the CommandCentral Services during the term of this Addendum. APIs will evolve and mature over time, requiring changes and updates. Previous versions of APIs will be supported for a minimum of a 6 month time period after new version is introduced. If support of the API is no longer a commercially reasonable option, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk to the Subscription Services or the Solution, Motorola will discontinue an API without prior warning.

5. SERVICE LEVEL TARGETS.

Commercially reasonable efforts will be made to provide monthly availability of 99.9% with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal, including but not limited to a Force Majeure.

Additionally, Motorola will strive to meet the response time goals set forth in the table below.

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification

2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

6. MAINTENANCE

Scheduled maintenance of CommandCentral Solutions will be performed periodically. Motorola will make commercially reasonable efforts to notify customers a week in advance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of unscheduled or emergency maintenance 24 hours in advance.

7. DEVICES. If Customer elects Motorola's service option for Devices, such service option will be governed by the additional terms and conditions set forth below in this Section.

7.1. For Devices to be eligible for the Device as a Service ("DaaS") offering the Devices must be on the then current firmware version. The Capture Mobile Camera feature requires the latest version of the Android or iOS operating system. Additionally, Customer's Wi-Fi network must comply with the requirements found below, Wi-Fi Network Requirements. If Customer's Wi-Fi network does not comply with these requirements Customer will be responsible for additional costs that may be incurred related to bring the Wi-Fi network into compliance.

7.2. Smart Interface Device Refresh: Customers who have chosen a 5-year Term for the DaaS offering will receive a new version of the Device 30 months from the start of the Term or as soon as a new version is available. The new version Device must be in the same family as the previously selected model. The refresh will only include the Device. Any carry holders, batteries or other accessories will not be refreshed. The Devices being refreshed must be returned to Motorola within 60 days of the refreshed devices being shipped. The customer will be invoiced for any devices not returned or returned damaged or nonfunctional. Subject to Motorola's receipt of all applicable fees for the 5-year service offering, on expiration of the 5-year term title to any covered Devices will pass to Customer.

7.3. If Customer elects a 5-year or greater Term for the DaaS offering, Motorola will provide the equipment necessary to enable the DaaS. Accessories for the Devices will not be provided and must be purchased separately, if desired.

7.4. Content will be downloadable at any time through the administrative interface during the Term of the Agreement. During the Initial Term, Motorola may provide general assistance as Customer learns to download or store content. After the Initial Term, additional storage term or assistance with downloading of content may be available for an additional fee.

7.5 Wi-Fi Network Requirements

7.5.1 If any of the below items apply, additional deployment services fees may apply:

- Customer's internet is through county/city IT, strict firewall policies, not able to install software on PC's
- Customer requires multiple upload locations through different internet providers at each site
- Customer has slow internet (<20Mbps or higher for 4k video upload)
- Customer doesn't have Wi-Fi
- Customer doesn't use Google Chrome or uses Google Chrome but has conflicting Chrome extensions
- Customer requires multiple upload locations
- Customer has multicast disabled on their wireless network
- Customer wants to utilize MAC address filtering

7.5.2 The following are not supported:

- Wi-Fi AP's do not support 802.11AC
- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite

EQUIPMENT SALE ADDENDUM

This Addendum is to the Subscription Service Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") and provides additional or different terms and conditions to govern the sale of equipment and related software provided by Motorola. The terms in this Addendum are integral to and incorporated into the Primary Agreement. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence, as to the inconsistency only.

1. Exhibits

The Exhibits listed below are incorporated into and made a part of this Addendum. In interpreting this Addendum and resolving any ambiguities, the main body of this Addendum takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order. Documents included in the proposal and listed below as Exhibits are incorporated by this reference.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	Motorola "Proposal/Quote dated _____" or "Payment Schedule", as applicable.
Exhibit B-1	Technical and Implementation Documents, if any.
Exhibit B-2	Equipment List.

2. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

2.1. "Product Price" means the price for the equipment and related Software and installation or related services, excluding applicable sales or similar taxes and freight charges.

2.2. "Effective Date" means that date upon which the last Party executes the Primary Agreement or, the date on which the last Party executes the Addendum, whichever is later.

2.3. "Equipment" means the equipment listed in the Equipment List that Customer purchases from Motorola pursuant to this Addendum.

2.4. "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.

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

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

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

2.8. "Products" mean the Equipment and Software sold by Motorola under this Addendum.

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

2.10. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Equipment.

2.11. "Specifications" means the functionality and performance requirements that are described in the Proposal/Quote or Technical and Implementation Documents (as applicable).

2.12. "Warranty Period" means one (1) year from the date of shipment of the Products. Notwithstanding, if a third party manufacturer offers a longer warranty period, such warranty will be passed through to Customer.

3. SCOPE AND TERM

3.1. SCOPE OF WORK. Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Addendum. Any reference to "Subscription Services" in the Primary Agreement shall mean Product as applicable in this Addendum.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Addendum. 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 the Primary Agreement or extended by mutual agreement of the Parties, the term of this Addendum begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. During the Term of this Addendum, Customer may order additional Equipment or Software if it is then available. Each order must refer to the Primary Agreement and Addendum and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Addendum (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within thirty (30) days after the invoice date, and 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 Addendum 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.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. This Addendum does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

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. 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.

Section 4 ACCEPTANCE, PERFORMANCE SCHEDULE AND DELAYS

4.1 Acceptance of the Products will occur upon delivery to Customer unless the statement of work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

4.2 If this Addendum includes the performance of services relating to the Product, the proposal/quote or statement of work will describe the performance schedule, or if there is no performance schedule, within a reasonable period of time.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. PRODUCT PRICE. The Product Price in U.S. dollars is set forth in Exhibit B and is due and payable upon Acceptance.

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer for Products and for installation or related services when they are performed. 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 Customer's 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 and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; 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 contractual duties.

6.2. SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites 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 Products.

Section 7 REPRESENTATIONS AND WARRANTIES

7.1. 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 Acceptance is delayed beyond six (6) months after shipment of the Products by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Products.

7.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. 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 SUPERSEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT. If Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Software.

7.3. 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.

7.4. 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.

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

7.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS ADDENDUM 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 INDEMNIFICATION

10.1. 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 Addendum, 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 Addendum.

10.2. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

10.2.1. 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.

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

10.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (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 Addendum; 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.

10.2.4. This Section 12 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 Addendum or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 10 are subject to and limited by the restrictions set forth in Section 11.

Section 11 LIMITATION OF LIABILITY

Except for personal injury, death or damage to tangible property, 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 ADDENDUM, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS ADDENDUM. This limitation of liability provision survives the expiration or termination of the Addendum and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Addendum may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 13 GENERAL

13.1. **TAXES.** The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

13.2 **MISCELLANEOUS.** This addendum 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 Addendum shall be treated as and shall have the same effect as an original signed copy of this document.

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

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

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and __City of Marina_____ ("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 Addendum 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 proprietary software and affiliated 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; and (ii) identify the Open Source Software (or specify where that license may be found)

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

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 CPS 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 COMMERCIAL COMPUTER SOFTWARE

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

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 Equipment Sale Addendum.

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, 6.4, 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.



HGAC BASED PROPOSAL
Houston Galveston Area Council
Co-operative purchasing agreement
Quote # QU0000444663

Marina Fire Dept
ATTN Chief Doug McCoun

6/26/2018

COST AND EQUIPMENT REQUIREMENTS

ITEM	QTY	Nom.	DESCRIPTION	NUP	HGAC Standard Discount (25%)	Additional Discount for orders placed prior to 7-15-18 (15%)	Additional Discount for Early Shipment authorization by 8-15-18 (11%)	EXTD.	
APX8000XE EXTREME EDITION ALL BAND P25 TRUNKED FIRE RADIO (VHF, UHF, & 700/800 Enabled)									
1	22	H91TGD9PW7 N	APX 8000 ALL BAND PORTABLE MODEL 3.5	\$6,292.00	\$4,719.00	\$4,011.15	\$3,557.89	\$78,273.58	x
1a	22	Q806	ADD: CAI DIGITAL OPERATION	\$515.00	\$386.25	\$328.31	\$291.21	\$6,406.69	x
1b	22	H38	ADD: SMARTZONE OPERATION	\$1,500.00	\$1,125.00	\$956.25	\$848.19	\$18,660.26	x
1c	22	Q361	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$225.00	\$191.25	\$169.64	\$3,732.05	x
1d	22	Q387	ADD: MULTICAST VOTING SCAN	\$200.00	\$150.00	\$127.50	\$113.09	\$2,488.04	x
1e	22	Q53	ADD: FRONT PANEL PROGRAMMING & CLONIN	\$150.00	\$112.50	\$95.63	\$84.82	\$1,866.03	x
1f	22	Q887AY	ENH: 5 YEAR SERVICE FROM THE START LITE	\$213.00	\$213.00	\$213.00	\$213.00	\$4,686.00	x
1g	22	QA00580	ADD: TDMA OPERATION	\$450.00	\$337.50	\$286.88	\$254.46	\$5,598.08	x
1h	22	QA02006	ENH: APX8000XE RUGGED RADIO	\$800.00	\$600.00	\$510.00	\$452.37	\$9,952.14	x
1i	22	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$75.00	\$63.75	\$56.55	\$1,244.02	x
1j	22	Q445	ADD: APX Personnel Accountability	\$150.00	\$112.50	\$95.63	\$84.82	\$1,866.03	x
1k	22	QA04526	ADD: RFID KNOB	\$25.00	\$18.75	\$15.94	\$14.14	\$311.00	x
1l	22	QA01843	ADD: MANDOWN OPERATION	\$150.00	\$112.50	\$95.63	\$84.82	\$1,866.03	x
1m	22	QA01427	ALT:APX 8000 HOUSING GREEN	\$25.00	\$18.75	\$15.94	\$14.14	\$311.00	x
1n	22	QA05595	ALT: BATT IMPRES 2 LI-ION R IP68 4850T (PMNN	\$130.00	\$97.50	\$82.88	\$73.51	\$1,617.22	x
1o	22	QA03399	ADD: ENHANCED DATA	\$150.00	\$112.50	\$95.63	\$84.82	\$1,866.03	x
1p	22	QA09001	ADD: WIFI CAPABILITY	\$300.00	\$225.00	\$191.25	\$169.64	\$3,732.05	x
1q	22	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	x
PORTABLE RADIO ACCESSORIES									
2	4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$150.00	\$112.50	\$95.63	\$84.82	\$339.28	
3	3	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/I	\$1,250.00	\$937.50	\$796.88	\$706.83	\$2,120.48	
4	18	NNTN7624B	IMPRES VEHICULAR CHARGER (FULL KIT)	\$429.00	\$321.75	\$273.49	\$242.58	\$4,366.50	
5	22	PMMN4106A	REMOTE SPEAKER MICROPHONE,IMPRES XE R AUDIO ADAPTER,NEXT GEN FIRE RSM MODEL 1	\$550.00	\$412.50	\$350.63	\$311.00	\$6,842.10	
6	22	PMNN4439	CLAMSHELL BATTERY	\$100.00	\$75.00	\$63.75	\$56.55	\$1,244.02	
7	22	PMLN6712	CARRY ACCESSORY-CASE,APX CLAMSHELL C/	\$60.00	\$45.00	\$38.25	\$33.93	\$746.41	
APX8500 ALL BAND P25 TRUNKED MOBILE RADIO (VHF, UHF, & 700/800)SINGLE HEAD CONFIG Remote Mount									
8	7	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE	\$4,770.00	\$3,577.50	\$3,040.88	\$2,697.26	\$18,880.79	x
a	7	G806	ENH: ASTRO DIGITAL CAI OP APEX	\$515.00	\$386.25	\$328.31	\$291.21	\$2,038.49	x
b	7	G51	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,125.00	\$956.25	\$848.19	\$5,937.36	x
c	7	G361	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$225.00	\$191.25	\$169.64	\$1,187.47	x
d	7	GA00805	ADD: APX O7 CONTROL HEAD	\$632.00	\$474.00	\$402.90	\$357.37	\$2,501.61	x
e	7	G444	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	x
f	7	G67	ADD: REMOTE MOUNT MID POWER	\$297.00	\$222.75	\$189.34	\$167.94	\$1,175.60	x
g	7	W22	ADD: STD PALM MICROPHONE APEX	\$72.00	\$54.00	\$45.90	\$40.71	\$284.99	x
h	7	G831	ADD: SPKR 15W WATER RESISTANT	\$60.00	\$45.00	\$38.25	\$33.93	\$237.49	x
i	7	GA01515	ADD: J600 ADAPTER CABLE	\$95.00	\$71.25	\$60.56	\$53.72	\$376.03	x
j	7	GA00318	ADD: 5 YEAR SERVICE FROM THE START LITE	\$319.00	\$319.00	\$319.00	\$319.00	\$2,233.00	x
k	7	G387	ADD: MULTICAST VOTING SCAN	\$200.00	\$150.00	\$127.50	\$113.09	\$791.65	x
l	7	G996	ENH: OVER THE AIR PROVISIONING	\$100.00	\$75.00	\$63.75	\$56.55	\$395.82	x
m	7	QA03399	ADD: ENHANCED DATA	\$150.00	\$112.50	\$95.63	\$84.82	\$593.74	x
n	7	GA00268	ADD: RFID LABEL	\$25.00	\$18.75	\$15.94	\$14.14	\$98.96	x
o	7	G445	ADD: MOBILE PERSONAL ACCOUNTABILITY SV	\$150.00	\$112.50	\$95.63	\$84.82	\$593.74	x
p	7	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	\$95.00	\$71.25	\$60.56	\$53.72	\$376.03	x
q	7	GA00580	ADD: TDMA OPERATION	\$450.00	\$337.50	\$286.88	\$254.46	\$1,781.21	x
r	7	G53	ADD: FPP	\$150.00	\$112.50	\$95.63	\$84.82	\$593.74	x
s	7	GA00250	ADD: GPS/WI-FI ANTENNA	\$75.00	\$56.25	\$47.81	\$42.41	\$296.87	x
t	7	GA09001	ADD: WI-FI CAPABILITY	\$300.00	\$225.00	\$191.25	\$169.64	\$1,187.47	x
u	7	GA09007	ADD: OUT OF THE BOX WI-FI PROVISIONING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	x

APX8500 ALL BAND P25 TRUNKED MOBILE RADIO (VHF, UHF, & 700/800)DUAL HEAD CONFIG Remote Mount									
9	8	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE	\$4,770.00	\$3,577.50	\$3,040.88	\$2,697.26	\$21,578.05	x
a	8	G806	ENH: ASTRO DIGITAL CAI OP APEX	\$515.00	\$386.25	\$328.31	\$291.21	\$2,329.71	x
b	8	G51	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,125.00	\$956.25	\$848.19	\$6,785.55	x
c	8	G361	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$225.00	\$191.25	\$169.64	\$1,357.11	x
d	8	GA00805	ADD: APX O7 CONTROL HEAD	\$632.00	\$474.00	\$402.90	\$357.37	\$2,858.98	x
e	8	G444	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	x
f	8	G67	ADD: REMOTE MOUNT MID POWER	\$297.00	\$222.75	\$189.34	\$167.94	\$1,343.54	x
g	16	W22	ADD: STD PALM MICROPHONE APEX	\$72.00	\$54.00	\$45.90	\$40.71	\$651.41	x
h	16	G831	ADD: SPKR 15W WATER RESISTANT	\$60.00	\$45.00	\$38.25	\$33.93	\$542.84	x
i	8	GA01515	ADD: J600 ADAPTER CABLE	\$95.00	\$71.25	\$60.56	\$53.72	\$429.75	x
j	8	GA00318	ADD: 5 YEAR SERVICE FROM THE START LITE	\$319.00	\$319.00	\$319.00	\$319.00	\$2,552.00	x
k	8	G387	ADD: MULITCAST VOTING SCAN	\$200.00	\$150.00	\$127.50	\$113.09	\$904.74	x
l	8	G996	ENH: OVER THE AIR PROVISIONING	\$100.00	\$75.00	\$63.75	\$56.55	\$452.37	x
m	8	QA03399	ADD: ENHANCED DATA	\$150.00	\$112.50	\$95.63	\$84.82	\$678.56	x
n	8	GA00268	ADD: RFID LABEL	\$25.00	\$18.75	\$15.94	\$14.14	\$113.09	
o	8	G445	ADD: MOBILE PERSONAL ACCOUNTABILITY SV	\$150.00	\$112.50	\$95.63	\$84.82	\$678.56	x
p	8	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	\$95.00	\$71.25	\$60.56	\$53.72	\$429.75	x
q	8	GA00580	ADD: TDMA OPERATION	\$450.00	\$337.50	\$286.88	\$254.46	\$2,035.67	x
r	8	G53	ADD: FPP	\$150.00	\$112.50	\$95.63	\$84.82	\$678.56	x
s	8	GA00250	ADD: GPS/WI-FI ANTENNA	\$75.00	\$56.25	\$47.81	\$42.41	\$339.28	x
t	8	GA09001	ADD: WI-FI CAPABILITY	\$300.00	\$225.00	\$191.25	\$169.64	\$1,357.11	x
u	8	GA09007	ADD: OUT OF THE BOX WI-FI PROVISIONING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	x
v	8	HKN6169	ADD: REMOTE MOUNT CBL 17 FEET	\$50.00	\$37.50	\$31.88	\$28.27	\$226.19	x
w	8	HKN6168	ADD: REMOTE MOUNT CBL 30 FEET	\$70.00	\$52.50	\$44.63	\$39.58	\$316.66	x
x	8	GA00092	DUAL O7 CONTROL HEAD	\$750.00	\$562.50	\$478.13	\$424.10	\$3,392.78	x
10	3	FIRECOM	INTERFACE CABLE	\$250.00	\$250.00	\$250.00	\$250.00	\$750.00	

PROGRAMMING RADIO OPTIONS

11	1	HKN6184C	APX mobile programming cable	\$52.00	\$39.00	\$39.00	\$39.00	\$39.00	
12	1	TKN8531C	APX Encryption Cable-Mobiles	\$110.00	\$82.50	\$82.50	\$82.50	\$82.50	
13	1	HKN6182	APX encryption cable Adapter	\$71.00	\$53.25	\$53.25	\$53.25	\$53.25	

Equipment Total	\$254,654.06
Sales Tax 8.75%	\$22,282.23
Freight	\$2,037.23
Total	\$278,973.53

Motorola is providing this quotation for budgetary [informational] purposes only and it does not constitute an offer for sale.
If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale
or alternatively, receive your purchase order, which will be acknowledged with a letter enclosing the Motorola standard terms and conditions.

Programming and Installation Installation and Programming is not included. A separate quote can be generated if requested.

TERMS: Net 30 days from shipment
VALIDITY: Price valid for 60 days
SHIPPING: *Prepay & Add, FOB Ship Point* *

PHONE: **408-640-9861**
ADDRESS: 4728 E. 2nd St. Suite 10 Benicia CA 94510

Email sent via email
QUOTED BY jtrevino@daywireless.com
DATE: Jim Trevino
6/26/2018



HGAC BASED PROPOSAL
Houston Galveston Area Council
Co-operative purchasing agreement
QU000044663

Marina Public Works
ATTN Ed Meachum

6/26/2018

COST AND EQUIPMENT REQUIREMENTS

ITEM	QTY	Nom.	DESCRIPTION	NUF	HGAC Standard Discount (25%)	Additional Discount for orders placed prior to 7-15-18 (15%)	Additional Discount for Early Shipment authorization by 8-15-18 (11%)	EXTD.
APX8000XE EXTREME EDITION ALL BAND P25 TRUNKED FIRE RADIO (VHF, UHF, & 700/800 Enabled)								
1	15	H91TGD9PW6 N	APX 8000 ALL BAND PORTABLE MODEL 2.5	\$5,983.00	\$4,487.25	\$3,814.16	\$3,383.16	\$50,747.43
1a	15	Q806	ADD: CAI DIGITAL OPERATION	\$515.00	\$386.25	\$328.31	\$291.21	\$4,368.20
1b	15	H38	ADD: SMARTZONE OPERATION	\$1,500.00	\$1,125.00	\$956.25	\$848.19	\$12,722.91
1c	15	Q361	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$225.00	\$191.25	\$169.64	\$2,544.58
1d	15	Q387	ADD: MULTICAST VOTING SCAN	\$200.00	\$150.00	\$127.50	\$113.09	\$1,696.39
1e	15	QA05509	DEL: DELETE UHF BAND	(\$800.00)	(\$800.00)	(\$800.00)	(\$800.00)	(\$12,000.00)
1f	15	Q887AY	ENH: 5 YEAR SERVICE FROM THE START LITE	\$213.00	\$213.00	\$213.00	\$213.00	\$3,195.00
1g	15	QA00580	ADD: TDMA OPERATION	\$450.00	\$337.50	\$286.88	\$254.46	\$3,816.87
1h	15	H499	ENH: SUBMERSIBLE (DELTA T)	\$150.00	\$112.50	\$95.63	\$84.82	\$1,272.29
1i	15	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$75.00	\$63.75	\$56.55	\$848.19
1k	15	QA04526	ADD: RFID KNOB	\$25.00	\$18.75	\$15.94	\$14.14	\$212.05
1o	15	QA03399	ADD: ENHANCED DATA	\$150.00	\$112.50	\$95.63	\$84.82	\$1,272.29
1p	15	QA09001	ADD: WIFI CAPABILITY	\$300.00	\$225.00	\$191.25	\$169.64	\$2,544.58
1q	15	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PORTABLE RADIO ACCESSORIES

2	3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$150.00	\$112.50	\$95.63	\$84.82	\$254.46
3	2	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/I	\$1,250.00	\$937.50	\$796.88	\$706.83	\$1,413.66
4	0	NNTN7624B	IMPRES VEHICULAR CHARGER (FULL KIT)	\$429.00	\$321.75	\$273.49	\$242.58	\$0.00
	15	NMN6271A	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE	\$325.00	\$243.75	\$207.19	\$183.78	\$2,756.63
5	0	PMMN4106A	REMOTE SPEAKER MICROPHONE,IMPRES XE R AUDIO ADAPTER,NEXT GEN FIRE RSM MODEL 1	\$550.00	\$412.50	\$350.63	\$311.00	\$0.00
6	0	PMNN4439	CLAMSHELL BATTERY	\$100.00	\$75.00	\$63.75	\$56.55	\$0.00
7	0	PMLN6712	CARRY ACCESSORY-CASE,APX CLAMSHELL C/	\$60.00	\$45.00	\$38.25	\$33.93	\$0.00

APX8500 ALL BAND P25 TRUNKED MOBILE RADIO (VHF, & 700/800)SINGLE HEAD CONFIG Dash Mount

8	15	M37TSS9PW1 N	APX8500 ALL BAND MP MOBILE	\$4,770.00	\$3,577.50	\$3,040.88	\$2,697.26	\$40,458.84
a	15	G806	ENH: ASTRO DIGITAL CAI OP APEX	\$515.00	\$386.25	\$328.31	\$291.21	\$4,368.20
b	15	G51	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,125.00	\$956.25	\$848.19	\$12,722.91
c	15	G361	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$225.00	\$191.25	\$169.64	\$2,544.58
d	15	GA00805	ADD: APX O7 CONTROL HEAD	\$632.00	\$474.00	\$402.90	\$357.37	\$5,360.58
e	15	G444	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
f	15	G66	ADD: DASH MOUNT MID POWER	\$125.00	\$93.75	\$79.69	\$70.68	\$1,060.24
g	15	W22	ADD: STD PALM MICROPHONE APEX	\$72.00	\$54.00	\$45.90	\$40.71	\$610.70
h	15	G831	ADD: SPKR 15W WATER RESISTANT	\$60.00	\$45.00	\$38.25	\$33.93	\$508.92
i	15	GA01517	DEL: NO J600 ADAPTER CABLE NEEDED	\$95.00	\$71.25	\$60.56	\$53.72	\$805.78
j	15	GA00318	ADD: 5 YEAR SERVICE FROM THE START LITE	\$319.00	\$319.00	\$319.00	\$319.00	\$4,785.00
k	15	G387	ADD: MULTICAST VOTING SCAN	\$200.00	\$150.00	\$127.50	\$113.09	\$1,696.39
l	15	G996	ENH: OVER THE AIR PROVISIONING	\$100.00	\$75.00	\$63.75	\$56.55	\$848.19
m	15	QA03399	ADD: ENHANCED DATA	\$150.00	\$112.50	\$95.63	\$84.82	\$1,272.29
n	15	GA00268	ADD: RFID LABEL	\$25.00	\$18.75	\$15.94	\$14.14	\$212.05
p	15	GA01513	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	\$95.00	\$71.25	\$60.56	\$53.72	\$805.78
q	15	GA00580	ADD: TDMA OPERATION	\$450.00	\$337.50	\$286.88	\$254.46	\$3,816.87
s	15	GA00226	ADD: GPS/WI-FI ANTENNA	\$75.00	\$56.25	\$47.81	\$42.41	\$636.15
t	15	GA09001	ADD: WI-FI CAPABILITY	\$300.00	\$225.00	\$191.25	\$169.64	\$2,544.58
u	15	GA09007	ADD: OUT OF THE BOX WI-FI PROVISIONING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	15	GA05509	DEL: DELETE UHF BAND	(\$800.00)	(\$800.00)	(\$800.00)	(\$800.00)	(\$12,000.00)

Equipment Total **\$150,723.58**
Sales Tax 8.75% **\$13,188.31**
Freight **\$1,205.79**
Total **\$165,117.68**

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Email jtreviso@daywireless.com
QUOTED BY Jim Trevino
DATE: 6/26/2018



HGAC BASED PROPOSAL
Houston Galveston Area Council
Co-operative purchasing agreement
QUOTE # QU0000425631

Marina Police Dept
ATTN: Sgt Scott Clegg

6/26/2018

COST AND EQUIPMENT REQUIREMENTS

ITEM	QTY	Nom.	DESCRIPTION	NUP	Monterey County Qty Incentive (28%)	Competitive Radio to Motorola Radio Conversion (21.5%)	EXTD.
APX8000 (VHF & 700/800 Enabled) ALL BAND P25 Trunked Portable							
1	35	H91TGD9PW6 N	APX 8000 ALL BAND PORTABLE MODEL 2.5 Limited Keypad	\$5,983.00	\$4,307.76	\$3,381.59	\$118,355.71
1a	35	Q806	ADD: CAI DIGITAL OPERATION	\$515.00	\$370.80	\$291.08	\$10,187.73
1b	35	H38	ADD: SMARTZONE OPERATION	\$1,500.00	\$1,080.00	\$847.80	\$29,673.00
1c	35	Q361	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$216.00	\$169.56	\$5,934.60
1d	35	Q887AY	ADD: 5 YEAR SERVICE FROM THE START	\$213.00	\$213.00	\$213.00	\$7,455.00
1e	35	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$72.00	\$56.52	\$1,978.20
1f	35	Q629	ENH: AES ENCRYPTION	\$475.00	\$342.00	\$268.47	\$9,396.45
1g	35	QA05509	DEL: DELETE UHF BAND	\$ (800.00)	\$ (800.00)	\$ (800.00)	(\$28,000.00)
1h	35	QA05571	ALT: BATT IMPRESS 2 LIION 4850MAH	\$115.00	\$82.80	\$65.00	\$2,274.93
PORTABLE RADIO ACCESSORIES							

2	15	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$150.00	\$108.00	\$84.78	\$1,271.70
3	3	PMMN4069	IMPRES Remote Speaker Mlc, 3.5MM AUDIO JACK	\$121.00	\$87.12	\$68.39	\$205.17
4	10	PMNN4487	BATT IMPRES 2 LIION R IP68 4850T	\$162.00	\$116.64	\$91.56	\$915.62

APX8000 Subtotal: \$159,648.11

Digital Evidence Management System: Body Worn Camera/Command Central Vault							
ITEM	QTY	Nom.	DESCRIPTION	NUP	City of Marina Incentive	Extended	
Body Worn Camera Hardware							
5	30	N7001A	DEMS Hardware 5 Year Service Charge - Si500 Video Speaker Microphone	\$799.00	\$423.47	\$12,704.10	
Battery and Charging Accessories							
6	60	PMNN4530A	Si Series 3750mAh Ultra High Capacity Battery. Battery door included	\$72.50	\$38.43	\$2,305.50	
7	15	PMPN4169A	Vehicular Adapter USB Charger 12VDC	\$65.00	\$34.45	\$516.75	
8	15	PMPN4119A	Single Unit Battery Only Charging Tray (w/ vehicular mounting bracket)	\$23.00	\$12.19	\$182.85	
9	6	NNTN8897A	APX/Si500 Impres 2 Multi Unit Charger 6 Si500 and 6 APX	\$1,100.00	\$583.00	\$3,498.00	
10	6	NNTN8929	Si500 Pedestal Inserts (1) for NNTN8897 - Wired Charging	\$40.00	\$21.20	\$127.20	
Carry Accessories							
11	10	PMLN7415A	Shoulder Strap, Left Shoulder	\$35.00	\$18.55	\$185.50	
Si Devices Accessories							
12	6	PMKN4200A	GCAI Cable with Dead Battery Function	\$75.00	\$39.75	\$238.50	

Si500 Equipment Subtotal: \$19,758.40

Services							
13	1	SI128AD	Post Sale Deployment Service (Days)	\$17,762.00	\$17,762.00	\$17,762.00	
14	1	SI208	Project Management Service	\$4,270.83	\$4,270.83	\$4,270.83	
15	1		Knowledge Transfer Training	Included	Included	Included	

Si500 Services Subtotal: \$22,032.83

**CommandCentral Vault - DEMSaas bundle
per year subscription with a 5 year agreement.
Includes all modules (Store, Manage, Judicial) and
default storage.**

16	30	SSV00S00665A	Year 1 Command Central Vault Subscription	\$820.00	\$434.60	\$13,038.00
17	30	SSV00S00665A	Year 2 Command Central Vault Subscription	\$820.00	\$434.60	\$13,038.00
18	30	SSV00S00665A	Year 3 Command Central Vault Subscription	\$820.00	\$434.60	\$13,038.00
19	30	SSV00S00665A	Year 4 Command Central Vault Subscription	\$820.00	\$434.60	\$13,038.00
20	30	SSV00S00665A	Year 5 Command Central Vault Subscription	\$820.00	\$434.60	\$13,038.00

APX8000 Subtotal: \$ 159,648.11
Si500 Equipment Subtotal: \$19,758.40
Si500 Services Subtotal: \$22,032.83
Sales Tax @ 8.75%: \$17,625.94
Leased Equipment and Services Total: \$ 219,065.28

Command Central Vault Year 1: \$ 13,038.00
Command Central Vault Year 2: \$ 13,038.00
Command Central Vault Year 3: \$ 13,038.00
Command Central Vault Year 4: \$ 13,038.00
Command Central Vault Year 5: \$ 13,038.00

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Email jtrevino@daywireless.com
QUOTED BY Jim Trevino
DATE: 6/26/2018

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of July 3, 2018

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2018,
AUTHORIZING THE LEASE PURCHASE OF MOTOROLA MOBILE
RADIOS, PORTABLE RADIOS AND BODY WORN CAMERAS ALONG
WITH THE REQUIRED ACCESSORIES THROUGH THE HOUSTON-
GALVESTON AREA COUNCIL (HGAC) COOPERATIVE PURCHASING
PROGRAM UTILIZING THE 4-YEAR LEASE OPTION FROM
MOTOROLA FOR THE POLICE DEPARTMENT, FIRE DEPARTMENT
AND PUBLIC WORKS AND SIGN THE SUBSCRIPTION SERVICES
AGREEMENT FOR THE COMMAND VAULT DATA STORAGE FOR
BODY CAM DATA**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2018-, authorizing the lease purchase of Motorola Mobile Radios, Portable Radios and Body Worn Cameras along with the required accessories through the HGAC cooperative purchasing program utilizing the 4-year lease option and authorizing the Subscription Services agreement for the Command Vault Data Storage; and, (“EXHIBITS A & B”)
2. Authorize the Finance Director to make necessary accounting and budgetary entries, and;
3. Authorize the City Manager to execute lease purchase agreements and subscription agreements on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

The land mobile radio system in Monterey County known as NGEN has undergone major upgrades to meet the increasing demands of Police, Fire, Ems and Public works. The NGEN system is a digital trunked system that utilizes spectrum across multiple bands to provide secure, reliable, interoperable communications for users of the system.

Currently, the Fire Department radios (Kenwood) will not operate on the NGEN digital trunked system. County Radio along with Kenwood has conducted exhaustive testing and has determined that the pro version of radios being used by the Fire Department will not work on the system. Currently the Fire Department is using the legacy analog system. The County has informed us that the legacy analog system in use today is not part of the NGEN system and will not be supported in the near future. If we want to keep the system operationally, the City would have to bear the cost.

The Police department has radios that will operate on the system, but the current portable radios are not reliable and has poor coverage. Officers routinely are either missing traffic or unable to communicate with dispatch or other officers due to the current equipment. The Police department also has a need for body cameras. The 2015-2016 Monterey Grand Jury report noted that Marina had not adopted the best practices as set forth in California Penal Code 832.18.

The public works department radios are not compatible with the Fire or Police department radios. They do not operate on the NGEN digital trunked system and do not have interoperability with other users. The County radio shop has also informed us that they are planning on moving towards the Time-Division Multiple Access (TDMA) standard. TDMA shares a single carrier frequency with multiple users by dividing up transmissions on the shared frequency. The current radios Public works are using are not compatible with this new standard.

ANALYSIS

Staff has relied on the Houston-Galveston Area Council (H-GAC) for the bidding process for this purchase. H-GAC is a regional council of governments and governed by a board comprised of 35 elected officials from the 13 county regions. The H-GAC Board awards all contracts, which can then be made available to local governments nationwide thru HGACBuy. Additionally, staff has verified that the proposed agreement with Motorola has properly utilized the HGACBuy bidding process. Staff has also verified that several California cities have utilized the current HGACBuy bidding process and prices for the purchase of Motorola communications.

Radios are the primary means of communication to officers and firefighters in the field from dispatchers and from officer to officer, firefighter to firefighter. Public safety and the safety of employees are dependent upon communications. Radios are also the primary means of communications between public works personal and adjoining public works staff. Radios are also the means for communications interoperability between public safety and public works. Incidents are resolved because responding personal can communicate with each other, their dispatcher and support network. Large scale there is no viable alternative to radio communications for effective emergency response.

Staff has conducted extensive/rigorous product evaluation of the available mobile radios. Motorola is the only radio that currently meets all the needs for the Police, Fire and Public Works departments. For every category that we evaluated which ranged from reliability to, to coverage, to ruggedness to functionality, Motorola was the hands down top scorer among all the different brands. Monterey City, Seaside City, Salinas City and Monterey County have all conducted similar product evaluations resulting in the purchase of the same Motorola Radios.

The microphones for the radios include new Body Worn Cameras to include the “best practices” set forth in California Penal Code 832.18 and 2015-2016 Monterey Grand Jury set forth in “THE SLOWLY EXPANDING USE OF BODY-WORN VIDEO CAMERAS BY LAW ENFORCEMENT AGENCIES IN MONTEREY COUNTY”.

The Motorola radio is also complainant with the new TDMA standard the county is going to implement. Motorola has also worked with staff to provide additional discounts that are favorable to the City.

If approved, the following radios will be purchased. Public Works will purchase 15 APX8000 portable radio and accessories and 15 APX8500 mobile radio and accessories. The Fire Department will purchase 22 APX8000XE portable radios and accessories and 15 APX8500 mobile radios and accessories. The Police Department will purchase 35 APX8000 portable radios and accessories and 30 Si500 Video Speaker Mic body worn camera and accessories. The Police Department will also subscribe to a subscription for the Command Vault Data storage for Body Cam Video Storage.

FISCAL IMPACT:

The purchase of the radios is in the 2018/2019 CIP budget. Motorola is offering a 4-year lease purchase agreement and staff has negotiated the lease cost from 4.9% to 4.5% which is an annual cash savings of \$1,881.49 and the total cash savings of \$7,525.96. The annual lease payment will be \$185,347.60 for the hardware and \$13,038 for the body camera data storage. Below the summary hardware lease cash flow:

City of Marina Schedule B (Lease #24371)

Compound Period:

Monthly

Nominal Annual Rate:

4.515%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	6/30/2018	\$663,156.49	1		
2 Payment	7/1/2019	\$185,347.60	4	Annual	7/1/2022

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 6/30/2018				\$663,156.49
1 7/1/2019	\$185,347.60	\$ 30,655.02	\$154,692.58	\$508,463.91
2 7/1/2020	\$185,347.60	\$ 23,437.50	\$161,910.10	\$346,553.81
3 7/1/2021	\$185,347.60	\$ 15,974.30	\$169,373.30	\$177,180.51
4 7/1/2022	\$185,347.60	\$ 8,167.09	\$177,180.51	\$ -
Grand Totals	\$741,390.40	\$ 78,233.91	\$663,156.49	

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Doug McCoun
Fire Chief
City of Marina

Tina Nieto
Police Chief
City of Marina

Brian McMinn
Public Works Director
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina