

Communications Products Agreement

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

Section 1 EXHIBITS

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

Exhibit A	City of Roseville Terms and Conditions, including insurance requirements
Exhibit B	Motorola "Software License Agreement"
Exhibit C	Motorola Proposal dated June 7, 2017, including all "Technical and Implementation Documents" such as
C-1	"List of Products"
C-2	"Statement of Work"
C-3	"Payment Terms"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1. "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.

2.2. "Contract Price" means the price for the Products.

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

2.4. "Equipment" means the equipment listed in the List of Products that Customer purchases from Motorola under this Agreement.

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

2.6. "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.

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

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

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

2.10. "Products" mean the Equipment and Software provided by Motorola under this Agreement.

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

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

2.13. "Warranty Period" means one (1) year from the date of shipment of the Products.

SECTION 3 SCOPE OF AGREEMENT 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 Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the 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 Agreement, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within twenty (20) 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 Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** This Agreement 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. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of

the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

Section 4 PERFORMANCE SCHEDULE

If this Agreement includes the performance of services, the Statement of Work will describe the performance schedule.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$763,539, including estimated sales taxes of \$44,700.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer for Products when they are shipped and for services, if applicable, when they are performed. Customer will make payments to Motorola within twenty (20) 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.

5.4. **INVOICING AND SHIPPING ADDRESSES.**

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

Karl Grover
316 Vernon Street, Suite #300
Roseville, CA 95678

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

Karl Grover
2005 Hilltop Circle
Roseville, CA 95747

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

Karl Grover
2005 Hilltop Circle
Roseville, CA 95747

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

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 ACCEPTANCE

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.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. **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.

8.2. **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 SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.**

8.3. **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.

8.4. **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.

8.5. 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.

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

SECTION 9 DELAYS

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

SECTION 10 DISPUTES

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

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

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

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

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

10.5. CONFIDENTIALITY. All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

SECTION 11 DEFAULT AND TERMINATION

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

plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

SECTION 12 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

12.1. 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.

12.2. 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.

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

12.4. 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 Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

SECTION 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed \$1,000,000. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than four (4) years after the accrual of the cause of action, except for money due upon an open account.

SECTION 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

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

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

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

Section 15 GENERAL

15.1. 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 twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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

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

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

15.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments 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.

15.6. HEADINGS AND SECTION REFERENCES; CONSTRUCTION. 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.

15.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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

Customer	Motorola Solutions, Inc.
Attn: _____	Attn: _____
_____	_____
_____	_____
fax: _____	fax: _____

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

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

15.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software), Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights); and all of the General terms in this Section 15.

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

Motorola Solutions, Inc.,
a Delaware corporation

By: H. G. Cherioe
Name: H. G. Cherioe
Title: MSSSI V.P.

By: David Little
Name: David Little
Title: Asst. Secretary

MARK W. ANTHONY

Approved mwa

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
HONG SAE
Chief Information Officer

EXHIBIT A-1

CITY OF ROSEVILLE TERMS AND CONDITIONS

1. To the fullest extent allowed by law, Motorola shall defend, indemnify, and save and hold harmless Customer, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, to the extent resulting from or arising out of Motorola's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from Customer's negligence or willful misconduct. Notwithstanding the foregoing, Motorola's obligation to defend Customer as provided hereunder shall apply to any claim, suit or action in which it is alleged that City is jointly negligent, but not to any claim, suit or action in which it is alleged that City is solely negligent. The parties intend that this provision shall be broadly construed. Motorola's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. As used in this Agreement and the insurance provisions, the term "agent" or "volunteer" of Customer means a person who is not an officer or employee of Customer but who has been appointed by Customer to perform a governmental function and is performing that function when the claim occurs.
2. Motorola is an independent contractor, and shall not be considered an officer, agent or employee of Customer.
3. Without the written consent of Customer, this Agreement is not assignable by Motorola either in whole or in part.
4. At any time during the term of this Agreement, Customer has the right to terminate this Agreement provided Motorola is given a thirty (30) day notice. If the termination is for City's convenience, Contractor will be paid for those Services and Deliverables provided to the date of termination. If the termination is for Contractor's alleged default, then City will give Contractor a 30 day opportunity to cure the alleged default.
5. This Agreement may only be amended or modified in writing.
6. All equipment, supplies and services sold to Customer of Roseville shall conform to the general safety orders of the State of California.
7. All fair employment practices must be adhered to.
8. Reserved.
9. Reserved.
- 10a. Unless otherwise specified, the Motorola shall maintain the policies of insurance outlined in Exhibit A-2, incorporated herein by this reference, in full force and effect during the term of this Agreement.
- 10b. Form. Motorola shall submit a certificate of insurance evidencing such coverage for the period covered by this Agreement in a standard ACORD form, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney. The Professional Liability policy is written on a claims made basis.
- 10c. Additional Insureds. Motorola shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Motorola. The additional insured coverage under the Motorola's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. The CGL additional insured endorsement will be a blanket endorsement on ISO form CG 20 10 04 13, the Business Automobile Liability additional insured endorsement will be a blanket endorsement on ISO form CA 20 48 10 13, and the CGL primary/non-contributory endorsement will be a blanket endorsement on form LC 20 01 06 05.
- 10d. Cancellation/Modification. Motorola shall provide ten (10) days written notice to City prior to cancellation of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Motorola is not relying on any umbrella or excess insurance to satisfy these requirements.
- 10f. Subconsultants. Motorola does not intend to use subconsultants.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Contractor's policies are not subject to self-insured retentions.

- 10h. Waiver of Subrogation. Motorola hereby agrees to waive subrogation which any insurer of Motorola may acquire from Motorola by virtue of the payment of any loss under a Workers Compensation policy. All Workers Compensation policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Motorola and its employees.
- 10i. Liability/Remedies. Insurance coverage in the amounts set forth herein shall not be construed to relieve Motorola of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Motorola shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
12. In the event that the terms of any attachment or exhibit conflict with any of these City of Roseville Terms and Conditions, these City of Roseville Terms and Conditions shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

Exhibit A-2
Insurance Requirements



EXHIBIT A-2 INSURANCE REQUIREMENTS

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence
\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville -Insurance Compliance
PO Box 100085-R1
Duluth, GA 30096

EXHIBIT B

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the City of Roseville, California ("Licensee").

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

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

Section 4 LIMITATIONS ON USE

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

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

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

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

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

obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

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

copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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

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

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

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

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

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

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

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

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

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

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

Exhibit C

Motorola Proposal dated June 7, 2017, including all “Technical and Implementation Documents” such as

Exhibits C-1 and C-2 are included on the following pages.

P25 APX SUBSCRIBERS



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

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2016 Motorola Solutions, Inc. All rights reserved.

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MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
10680 Trenea Street, Suite #200
San Diego, CA, 92131
USA

7 June 2017

Karl Grover
The City of Roseville
311 Vernon Street
Roseville, CA. 95678

Subject: P25 APX Subscribers

Dear Karl,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide The City of Roseville with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

Specifically, this solution is for P25 APX Subscribers and provides the following:

- 95 APX 4000 Portables
- 12 APX 4500 Mobiles
- 37 APX 6500 Mobiles
- 10 APX 7500 Mobiles
- 77 APX 6500 Flash Upgrades
- 146 APX 7000 Flash Upgrades
- 8 APX 7500 Flash Upgrades
- 1 XTL 5000 Console Flash Upgrade
- CPS Programming Software
- 2 KVL Encryption Loaders

This proposal consists of this cover letter and the Communications Product Agreement (CPA), together with its Exhibits. This proposal shall remain valid for a period of 60 days from the date of this cover letter. The City of Roseville may accept the proposal by delivering to Motorola the CPA signed by your City of Roseville Representative. Alternatively, Motorola would be pleased to address any concerns The City of Roseville may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Michael Marraccini, at (916) 201-5670.

We thank you for the opportunity to furnish The City of Roseville with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in blue ink, appearing to read "Michael DeBenedetti".

Michael DeBenedetti
Area Sales Manager

STATEMENT OF WORK

Motorola is proposing to the City of Roseville the following equipment at the specified locations.

Site Name	Major Equipment
The City of Roseville	95 APX 4000 Portables
The City of Roseville	12 APX 4500 Mobiles
The City of Roseville	37 APX 6500 Mobiles
The City of Roseville	10 APX 7500 Mobiles
The City of Roseville	77 APX 6500 Flash Upgrades
The City of Roseville	146 APX 7000 Flash Upgrades
The City of Roseville	8 APX 7500 Flash Upgrades
The City of Roseville	1 XTL 5000 Console Flash Upgrade
The City of Roseville	CPS Programming Software
The City of Roseville	2 KVL Encryption Loaders

The document delineates the general responsibilities between Motorola and The City of Roseville as agreed to by contract.

1.1 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Provide the subscriber equipment described above.
- Send a Motorola representative to the EFJ test lab to evaluate CPS programming software compatibility.
- Based on the evaluation process at the EFJ test lab, Motorola will develop an Acceptance Test Plan (ATP) testing the basic features of the APX subscribers and CPS.
- Motorola will develop an OTAP ATP testing the basic functions of OTAP on the EFJ infrastructure. This OTAP ATP will be informational in nature and not a condition for acceptance.
- Motorola will perform the Acceptance Test Plan during the Factory Acceptance Testing and on-site at Roseville during the City's System Acceptance Testing. Support for Motorola's Acceptance Test efforts will be limited to 2 days at the Factory Acceptance Testing and another 2 days at the On Site Testing.
- Motorola will provide assistance to the Roseville technicians in the development of 1 template for each of the 4 APX models (APX 4000, APX 4500, APX 6500, APX 7500). being purchased by the city of Roseville (limited to 5 days). This will be considered part of the project's design phase and will be completed prior to the Factory Acceptance Test (FAT).
- Motorola will schedule with the City of Roseville the performance of the ATP. The City of Roseville will provide one of each of the following APX models (APX 4000, APX 4500, APX 6500, APX 7500). This will be the project's on-site Motorola Subscriber Acceptance Test (SAT).
- Coordinate the activities of all Motorola workers under this contract.



1.2 THE CITY OF ROSEVILLE RESPONSIBILITIES

The City of Roseville will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. The City of Roseville general responsibilities include the following:

- Program and Configure City of Roseville Trunking System to allow connectivity of the CPS programming PC to the Motorola subscribers.
- Provide all radio system infrastructure required system interconnections including hardware, software and labor.
- The City of Roseville will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of subscriber and programming equipment.
- Coordinate the activities of all City of Roseville vendors or other contractors.

Motorola has made several assumptions in preparing this proposal, which are noted below. Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- Any site/location upgrades or modifications are the responsibility of the City of Roseville.
- Approved FCC licensing provided by the City of Roseville.
- If the Motorola radios fail to pass the Acceptance Test Plan within the allocated 2-day testing period due to causes within Motorola's control, then Motorola will remedy the issue.
- If the Motorola radios fail to pass the Acceptance Test Plan within the allocated 2-day testing period due to causes not within Motorola's control, then further integration efforts to resolve the problem will be discussed and considered outside the scope of this project and subject to a Change Order.
- Motorola will not be required to commence Acceptance ATP until the City determines the EFJ infrastructure is ready for the subscribers to be tested.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the City of Roseville.
- Any required system interconnections not specifically outlined here will be provided by the City of Roseville. These may include dedicated phone circuits, microwave links, network or other types of connectivity.
- No coverage guarantee is included in this proposal.
- All remaining subscriber programming and installations will be the responsibility of the City of Roseville.
- Any related or required Firewall setup, equipment or configuration to allow the Motorola CPS programming software to function on the trunking system to program the Motorola subscribers are the responsibility of the City of Roseville.
- Some manual operations may be required to operate the CPS software to program Motorola subscribers on the trunking system (eg. Manual entry of the radio IP address, etc.).
- The City of Roseville will be responsible to configure the P25 Data channel and connection to allow programming over the air between the CPS programming software and the Motorola subscribers.
- No performance guarantee of the OTAP programming feature is included in this proposal.
- Motorola has tested the OTAP/CPS configuration that is being proposed for the City of Roseville on another non-Motorola system and was successful in performing the OTAP operation.
- No guarantee to CPS operation with future radio system upgrades is implied or included with this proposal.
- Motorola is not responsible to modify the CPS programming software to address any performance or feature deficiencies due to incompatibilities with the trunking system.



SUBSCRIBER OVERVIEW

2.1 PROJECT 25 (P25) USER RADIOS

The APX™ line of Project 25 (P25) two-way radios (portable and mobile) delivers exceptional performance by combining advanced voice and data technology with legendary Motorola Solutions quality. To develop the APX platform, Motorola Solutions' product engineers met with personnel from public safety and law enforcement agencies to identify and design the specific functionality essential for mission critical communications. Through that research and collaboration, every feature and function in APX portable and mobile radios has been designed with its users in mind—from its rugged, easy-to-operate form factor to the loudest, clearest audio (see the figure titled "APX Series of P25 Two-Way Radios").

Motorola Solutions' IP-enabled APX radios offer a full array of sophisticated features and progressive technology, and are the most sophisticated interoperable and rugged two-way radios on the market. Every APX radio includes the following advanced software, hardware, and future-ready technology:

- **Support for Project 25 and Legacy Infrastructures** – All APX radios are compatible with the Project 25 Phase 1 and Phase 2 standards for analog and digital trunking, and support the P25 interoperability features from both Motorola Solutions and other manufacturers. They also operate on analog conventional, Project 25 conventional, and Project 25 trunking systems, as well as systems using Motorola Solutions Project 16 analog trunking, SMARTNET, and SmartZone technologies.
- **Extreme Audio Profiles for Chaotic, High-Noise Environments** – APX two-way radios possess intelligent 2-microphone noise reduction software and the latest AMBE vocoder technology used for audio to dynamically adjust for rapidly changing, high-noise environments. When combined with the microphones and speakers in our APX portables and control heads, these components and software enable the loudest, clearest two-way radio audio available.
- **Intuitive Audio-Visual Signaling to Increase Personnel Safety** – Every APX radio includes auditory and visual alerts to improve user awareness and reduce response time. Digital Tone Signaling instantly alerts on/off duty responders of emergency events. Intelligent Lighting uses color alerts to notify users of the radio mode, potential emergencies, or specific events. These audio-visual alerting mechanisms can be configured on both a radio and a fleet basis, enabling each user and agency to customize audio, lighting, and tone alerts to meet their needs in specific work conditions.
- **Functions to Enable Easy Operation** – The APX platform includes features to allow personnel to communicate quickly and easily in the midst of chaotic situations and extreme environments. Each radio can be configured to announce channels, talkgroups, and zones while the user navigates through the radio's available options—saving valuable time and eliminating the need for the user to look at the radio while operating it. All information associated with each contact in the radio can be consolidated into one unified call list, reducing the time needed to navigate the radio's software.
- **Easy Radio Programming** – The APX platform includes easy-to-use Programming Software (CPS), a Windows-based application with drag-and-drop, clone wizard, and programming over IP capabilities. This software drastically decreases the time needed to configure and update radio



programming, and simplifies the addition of new software and future enhancements. All APX radios can be configured with Motorola Solutions' Programming Over P25 (POP25) over-the-air programming functionality, which enables radios to be programmed over the air via the ASTRO 25 system while remaining in the field without needing to be brought in from the field. POP25 functionality reduces the time, effort, and costs needed to update radio functionality by allowing radios' configuration to be accessed and updated over the air.

- **Rugged and Robust Testing Standards** – APX radios undergo testing for extreme conditions and physical treatment to ensure that they will remain operational even years of wear and tear in the field. These tests include temperature shock, temperature cycling, drop, display impact, vibration, blowing rain, dust, salt fog, UV exposure and Electro-Static discharge (ESD). The basic test procedures replicate those conducted by the military for field equipment, and APX radios exceed the applicable Military Specification 810 C, D, E, F, and G. Motorola Solutions has supplemented the MIL-STD testing process with an internal testing process that reuses the same test unit for all environmental tests, rather than testing a new unit each time. This ensures that the radios perform to specification regardless of the amount and type of abuse they receive.

2.1.1 APX 4000 Portable Radio

The APX 4000 delivers all the benefits of P25 technology in the smallest P25 Phase 2 portable in the industry. Easy to use, tough as nails, and a hard value to beat for public safety first responders for fast, interoperable communications. Durable enough to withstand dust, heat, shock, and submersion, the APX 4000 is IP67 and MIL-STD certified. It's packed with key features to help keep users safe, like mission-critical wireless, two-microphone noise suppression, GPS outdoor location, and AES encryption.

Motorola Solutions' APX 4000 is the smallest and lightest P25 Phase 2 TDMA capable portable radio in the industry, created specifically for personnel responding to natural disasters or public safety issues. It provides users with a feature-rich portable radio with a unique form factor in a compact and rugged design.

Designed to accommodate rugged and extreme environments, the APX 4000 has enhanced safety features in a simplified, compact design. Some of its standard features and benefits are identified below:

- **Improved Efficiency and Safety** – Supports Integrated Voice and Data (IV&D) capabilities to enhance the efficiency and safety of The City of Roseville's users through various data applications (Over-the-Air Programming (POP25), Text Messaging).
- **Excellent Audio Qualities** – Coordination and communication efforts are intelligible in high-noise environments due to high-spec RF performance capabilities. Dual-sided two-microphone noise-canceling technology ensures clear audio. An AMBE digital voice vocoder provides unmatched speed and voice quality, while reducing costs by requiring less data, memory and power consumption.
- **Rugged Housing and Internal Components** – Rugged-design features include: Submersible IP67 standards with the option to upgrade to a rugged housing (2 meters, 2 hours). This feature ensures radio functionality even when immersed in water; Meets all applicable MIL-STD-810C, D, E, F and G standards for withstanding dust, heat, shock, and drops, making it the most reliable portable radio in any situation.



The APX 4000 comes in two different base configurations, and can be further customized to meet the needs of the City of Roseville. These models include:

- Model 2 (Display and 4-direction navigation key with home & data buttons).
- Model 3 (all features listed above with a full keypad).

2.1.2 APX 4500 Mobile Radio

The APX 4500 brings together powerful technology in a compact, rugged, budget-friendly mobile radio, providing seamless, secure interoperability to a wide variety of agencies and users. By providing a wide range of budget-friendly configuration options, the APX 4500 offers the functionality and security required by public works, public safety, and mission critical first responders. Its compatible APX O2 Control Head, easy installation, durability, and AES encryption ensure that users can safely and effectively complete the mission at hand.

Motorola Solutions' APX 4500 offers a sophisticated feature set that meets the needs of public servants, including utilities and public works personnel, public safety, and first responders, while being easy on agency budgets. Some of its standard features and benefits are identified below:

- **P25 and Legacy Interoperability** – Available in 700/800 MHz, VHF, UHF R1 and UHF R2 frequency bands, and compatible with both P25 Phase 1 and Phase 2 infrastructure, the APX 4500 seamlessly unifies public works and public safety personnel so they can interoperate effectively in the moments that matter.
- **Ergonomic Controls** – The compatible O2 Control Head with color display is easy to read and operate in all lighting conditions, from bright sunlight to dark streets. Intelligent lighting notifies users when the radio receives a call, an emergency arises, or when they are out of range. Enlarged multifunctional knobs allow radio users to easily adjust talkgroup and volume settings while wearing bulky gloves.
- **Easy to Install** – The APX 4500's simplified dash mount design makes installation quick and easy, fitting into the existing XTL™ footprint so you can reuse mounting holes and cables. This design also allows the reuse of mounting holes and cables, making installation easy and reducing costs.
- **Ruggedized Construction** – Uncompromising durability and world-class quality enables the APX 4500 to withstand wet, dusty, and hazardous conditions. Its IP56 durability rating is the highest level of certification for mobile radios, and it meets applicable MIL-STD 810C, D, E, F, G standards.
- **Options to Meet Radio Users' Needs** – The APX 4500 is compatible with optional advanced features and data applications: AES Encryption, Over-the-Air Programming (POP25), Text Messaging, Tactical Over the Air Rekeying (OTAR), and 12 character RF ID asset tracking.

2.1.3 APX 6500 Mobile Radio

The Motorola Solutions APX 6500 includes exceptional flexibility and innovative safety features, providing mission-critical first responders with a mobile radio that is easy to operate and intuitive to use. The APX 6500 P25 mobile allows users to choose from five control heads, mid and high-power models, and multiple installation configurations in an easy-to-install design. Innovative standard safety features such as GPS location tracking, intelligent lighting, and one-touch controls help keep first responders safer than ever before.

The APX 6500 has been created specifically to give first responders and other public safety personnel the ability to decide what will best support their operational needs. Its flexible platform enables the

ability to choose from a selection of five interchangeable control heads, dual control head support, and two transceiver options. Some of its standard features and benefits are identified below:

- **P25 and Legacy Interoperability** – Available in 700/800 MHz, VHF, UHF R1 and UHF R2 frequency bands, and compatible with both P25 Phase 1 and Phase 2 infrastructure. The APX 6500 enables seamless communications for mission-critical first responders.
- **Multiple Control Head Options** – The APX 6500 mobile radio can be controlled by multiple control heads, with four different wired locations. There are five control heads available for the APX 6500: the O2 Rugged Control Head, O3 Handheld Control Head, O5 Standard Control Head, O7 Enhanced Control Head, and O9 Integrated Control Head. Dual control head support is offered for the O2, O5, and O7 control heads.
- **Easy to Install** – The APX 6500's Mid-Power Model has been designed to fit into any existing Motorola Solutions XTL footprint, so no further installation is necessary. The High-Power Model has been designed with a trunion design that secures the mobile while enabling it to be removed without also removing connecting cables.
- **Options to Meet Radio Users' Needs** – The APX 6500 is compatible with the following optional advanced features and data applications: Programming over Project 25 (POP25), Text Messaging Over the Air Rekeying (OTAR), 12 character RF ID asset tracking, Tactical OTAR, Siren and Light Interface Module.

2.1.4 APX 7500 Mobile Radio

The APX 7500 dual-band radio delivers instant interoperability into the hands of mission-critical first responders. The APX 7500 can operate in any two of the following frequency bands (700/800 MHz, VHF, UHF Range 1, and UHF Range 2), and is compatible with P25 Phase 1 and Phase 2 systems. Based on direct input from public safety personnel, it offers superior audio quality, intuitive ergonomics, and the functionality that enable personnel to communicate even in the most chaotic, dangerous situations.

The APX 7500 offers mission-critical first responders a dual-band P25 radio that enables them to seamlessly communicate across multiple communications systems. Some of its standard features and benefits are identified below:

- **Multi-band Operation in One Radio** – The APX 7500 delivers the convenience of two radios in one while maintaining APCO TIA receiver specifications. With the APX 7500, personnel can use one radio to communicate across multiple digital and analog networks that operate in any two of the following frequency bands: 700/800 MHz, VHF, UHF R1 and UHF R2.
- **Multiple Control Head Options** – The APX 7500 mobile radio can be controlled by multiple control heads, with four different wired locations. There are five control heads available for the APX 7500: the O2 Rugged Control Head, O3 Handheld Control Head, O5 Standard Control Head, O7 Enhanced Control Head, and O9 Integrated Control Head. Dual control head support is offered for the O2, O5, and O7 control heads.
- **Easy to Install** – The APX 7500's Mid-Power Model has been designed to fit into any existing Motorola Solutions XTL footprint, so no further installation is necessary. The High-Power Model has been designed with a trunion design that secures the mobile while enabling it to be removed without also removing connecting cables.
- **Options to Meet Radio Users' Needs** – The APX 7500 is compatible with the following optional advanced features and data applications: Programming over Project 25 (POP25), Text Messaging,

Over the Air Rekeying (OTAR), 12 character RF ID asset tracking, Tactical OTAR Siren and Light Interface Module, and Enhanced Encryption Software Options.

2.1.5 Customer Programming Software

The City of Roseville has requested that Motorola provide the ability to perform its Over-the-Air Programming feature on the EFJohnson P25 system currently being deployed in the City. In response to this request, Motorola is including its Customer Programming Software (CPS) for the APX line of subscriber radios.

CPS is an easy to use Windows-based application with drag and drop, clone wizard, and programming of IP capabilities. This software drastically decreases the time needed to configure and update radio programming, and simplifies the addition of new software and future enhancements. All APX radios can be configured with CPS over Motorola's Programming over P25 (POP25) over-the-air programming functionality, which enables radios to be programmed over the air via an ASTRO 25 Integrated Voice and Data (IV&D) data pipe.

In this scenario the ASTRO 25 IV&D data pipe is not available, but the EFJohnson P25 system will be providing a P25 data pipe. Given that Motorola has deployed this feature successfully on other non-Motorola P25 systems, it is anticipated that Motorola will be able to deploy this feature successfully via CPS. However, Motorola has not to date utilized the POP25 feature on an EFJohnson P25 system and as such cannot guarantee that this feature will work to the city of Roseville's satisfaction.

The deployment of the CPS is a simple configuration. Motorola will deploy a Windows-based PC loaded with the CPS software onto the EFJohnson P25 system network. This configuration will be tested at the EFJohnson system test facilities.

2.1.6 Flashes

The City of Roseville has provided Motorola with a list of APX Subscriber Radios currently deployed by the City. Motorola has included flashes to update these subscriber radios with the following options:

- (146) APX 7000 Portable Model 3
 - APCO Packet Data Interface (IV&D)
 - Over the Air Provisioning (OTAP)
 - GPS Activation
 - AES Encryption
- (8) APX 7500 Mobile Radio
 - AES Encryption
- (77) APX 6500 Mobile Radio
 - AES Encryption
- (1) XTL 5000 Mobile Radio
 - P25 9600 BAUD SmartZone Operation
 - IV&D

Motorola will provide at no additional charge, Flash upgrades for the APX radios listed above to provide AES encryption, GPS activation and Over the Air Programming in the event that the Flash information we received is inaccurate.



2.1.7 KVL 4000

The City of Roseville has requested AES encryption on the subscribers being provided by Motorola. Motorola has included a quantity of two KVL 4000 units to load the encryption AES encryption keys onto the APX subscriber radios. With each of these units, Motorola has included:

- ASTRO 25 Mode
- AES Encryption Software
- Charger cables and cradle
- Keyloading cables for APX subscribers

The KVL 4000 is a two-piece handheld key fill device (PDA and security adaptor) that allows customers to create, store, and deliver encryption keys, authentication keys, and algorithms into their security compatible radios, devices, and other secure communication infrastructure equipment. The KVL (Key Variable Loader) is required to load keys for all secure equipped products (subscriber and infrastructure) containing AES, DES, ADP, DES-XL, DES-OFB, DVP-XL and DVI-XL cryptographic algorithms.



SECTION 3

SERVICE/WARRANTY

Warranty Services will be provided per the Warranty Terms and Conditions outlined in the CPA within the Contractual Documentation section of this proposal.



SECTION 4

EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

APX 4000

Qty	Nomenclature	Description	Unit Price	Customer Price	Extended Price
95	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE	\$1,963.00	\$1,226.88	\$116,553.13
95	QA04865	ADD: TWO KNOB CONFIGURATION	\$0.00	\$0.00	\$0.00
95	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN	\$1,570.00	\$981.25	\$93,218.75
95	QA02750	ALT: IMPRES LI-ION 2800MAH (PMNN4448)	\$100.00	\$62.50	\$5,937.50
95	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$62.50	\$5,937.50
95	Q629	ENH: AES ENCRYPTION	\$475.00	\$296.88	\$28,203.13
95	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	\$90.00	\$90.00	\$8,550.00
95	PMMN4062A	APX7000 IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	\$118.00	\$73.75	\$7,006.25
25	RLN4941A	RECEIVE ONLY EARPIECE W/TRANSLUCENT TUBE	\$69.00	\$43.13	\$1,078.13
22	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	\$69.25	\$43.28	\$952.19
14	WPLN4212A	IMPRES MUC - US/NA PLUG	\$495.00	\$309.38	\$4,331.25
2	Q157	ADD: APX DATA CABLE	\$75.00	\$46.88	\$93.75
		Sub Total			\$271,861.56
		Tax on Equipment 7.25%			\$19,709.96
		TOTAL			\$291,470.98



APX 4500

Qty		Description	Unit Price	Customer Price	Extended Price
12	M22URS9PW1 N	APX4500 7/800	\$1,564.00	\$977.50	\$11,730.00
12	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	\$1,570.00	\$981.25	\$11,775.00
12	G444	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	\$0.00
12	G66	ADD: DASH MOUNT O2 WWM	\$125.00	\$78.13	\$937.50
12	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$62.50	\$750.00
12	G335	ADD: ANT 1/4 WAVE 762- 870MHZ	\$14.00	\$8.75	\$105.00
12	G831	ADD: SPKR 15W WATER RESISTANT	\$60.00	\$37.50	\$450.00
12	GA00804	ADD: APX O2 CONTROL HEAD (Gray)	\$492.00	\$307.50	\$3,690.00
12	W22	ADD: STD PALM MICROPHONE APEX	\$72.00	\$45.00	\$540.00
12	G843	ADD: AES ENCRYPTION APX	\$475.00	\$296.88	\$3,562.50
12	G24	INT: 3 YEAR SERVICE FROM THE START LITE	\$131.00	\$131.00	\$1,572.00
		Sub Total			\$35,112.00
		Tax on Equipment 7.25%			\$2,545.62
		TOTAL			\$37,657.62



APX 6500

Qty		Description	Unit Price	Customer Price	Extended Price
37	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE	\$2,438.00	\$1,523.75	\$56,378.75
37	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$321.88	\$11,909.38
37	G51	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$750.00	\$27,750.00
37	G361	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$187.50	\$6,937.50
37	G442	ADD: O5 CONTROL HEAD	\$432.00	\$270.00	\$9,990.00
37	G444	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	\$0.00
37	G67	ADD: REMOTE MOUNT MID POWER	\$297.00	\$185.63	\$6,868.13
37	G335	ADD: ANT 1/4 WAVE 762-870 MHZ	\$14.00	\$8.75	\$323.75
37	W22	ADD: STD PALM MICROPHONE APEX	\$72.00	\$45.00	\$1,665.00
37	B18	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$37.50	\$1,387.50
37	G843	ADD: AES ENCRYPTION APX	\$475.00	\$296.88	\$10,984.38
37	G996	ENH: OVER THE AIR PROVISIONING	\$100.00	\$62.50	\$2,312.50
37	G24	INT: 3 YEAR SERVICE FROM THE START LITE	\$131.00	\$131.00	\$4,847.00
		Sub Total			\$141,353.88
		Tax on Equipment 7.25%			\$10,248.16
		TOTAL			\$151,602.03



APX 7500

Qty		Description	Unit Price	Customer Price	Extended Price
10	M30URS9PW1 N	7/800 SINGLE BAND APX7500	\$2,845.00	\$1,778.13	\$17,781.25
10	G67BA	ADD:REMOTE MOUNT MOTORCYCLE	\$400.00	\$250.00	\$2,500.00
10	GA00269	ADD: GPS ANTENNA MTCL	\$75.00	\$46.88	\$468.75
10	G138	ADD: APX MOTORCYCLE CH SFWR	\$0.00	\$0.00	\$0.00
10	G51	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$937.50	\$9,375.00
10	G996	ENH: OVER THE AIR PROVISIONING	\$100.00	\$62.50	\$625.00
10	G361	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$187.50	\$1,875.00
10	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$321.88	\$3,218.75
10	G335	ADD: ANT 1/4 WAVE 762-870 MHZ	\$14.00	\$8.75	\$87.50
10	G444	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	\$0.00
10	G90	ADD: NO MICROPHONE NEEDED	\$0.00	\$0.00	\$0.00
10	G142	ADD: NO SPEAKER NEEDED	\$0.00	\$0.00	\$0.00
10	W620	ADD: NO MTRCYCLE ENCL NEEDED APEX	\$0.00	\$0.00	\$0.00
10	G442	ADD: O5 CONTROL HEAD	\$432.00	\$270.00	\$2,700.00
10	G78	ADD: 3 YEAR SERVICE FROM THE START LITE	\$168.00	\$168.00	\$1,680.00
10	G843	ADD: AES ENCRYPTION APX	\$475.00	\$296.88	\$2,968.75
		Sub Total			\$43,280.00
		Tax on Equipment 7.25%			\$3,137.80
		TOTAL			\$46,417.80



APX 7000 Flash Upgrades

Qty		Description	Unit Price	Customer Price	Extended Price
146	T7553	DIGITAL SMARTZONE	0.00	\$0.00	\$0.00
146	Q947BB	ADD: ASTRO 25 INTEGRATED VOICE & DATA	288.00	\$180.00	\$26,280.00
146	G996AT	ADD: PROGRAMMING OVER P25 (OTAP)	115.00	\$71.88	\$10,493.75
146	QA00782AB	ENH: APX GPS ACTIVATION	173.00	\$108.13	\$15,786.25
146	Q629	ENH: AES ENCRYPTION	475.00	\$296.88	\$43,343.75
		Sub Total			\$95,903.75
		Tax on Equipment 7.25%			\$6,953.02
		TOTAL			\$102,856.77

APX 7500 Flash Upgrades

Qty		Description	Unit Price	Customer Price	Extended Price
8	T7562	DIGITAL SMARTZONE	0.00	\$0.00	\$0.00
8	G843	ADD: AES ENCRYPTION APX	475.00	\$296.88	\$2,375.00
		Sub Total			\$2,375.00
		Tax on Equipment 7.25%			\$172.19
		TOTAL			\$2,547.19

APX 6500 Flash Upgrades

Qty		Description	Unit Price	Customer Price	Extended Price
77	T7697	DIGITAL SMARTZONE	0.00	\$0.00	\$0.00
77	G843	ADD: AES ENCRYPTION APX	475.00	\$296.88	\$22,859.38
		Sub Total			\$22,859.38
		Tax on Equipment 7.25%			\$1,657.30
		TOTAL			\$24,516.68

XTL 5000 Flash Upgrade

Qty		Description	Unit Price	Customer Price	Extended Price
1	T7000	DIGITAL SMARTZONE	0.00	\$0.00	\$0.00
1	G361AG	ENH: PROJECT 25 9600 BAUD TRUNKING	390.00	\$243.75	\$243.75
1	G347	ENH: SMARTZONE UPGRADE	75.00	\$46.88	\$46.88
1	W947AP	ADD: ASTRO 25 INTEGRATED VOICE & DATA	260.00	\$162.50	\$162.50
		Sub Total			\$453.13
		Tax on Equipment 7.25%			\$32.85
		TOTAL			\$485.98



KVL

Qty		Description	Unit Price	Customer Price	Extended Price
2	T7537B	KVL 4000 PDA SNAP-ON	1,250.00	\$781.25	\$1,562.50
2	U239AD	ADD: ASTRO 25 MODE	250.00	\$156.25	\$312.50
2	CA00182AP	ADD: AES ENCRYPTION SOFTWARE	750.00	\$468.75	\$937.50
2	CA01598AA	ADD: AC LINE CORD US	11.00	\$6.88	\$13.75
2	CA01603AA	ADD: USB COMM/CHARGE CABLE W/ CUP	115.00	\$71.88	\$143.75
2	C725AA	ADD: KEYLOAD CABLE FOR APX PORTABLE	75.00	\$46.88	\$93.75
2	CA02187	ADD: KEYLOADING CABLE ADAPTER (GCAI)	41.50	\$25.94	\$51.88
2	CA01803	ADD: KVL 4000 SLEEVE COVER	75.00	\$46.88	\$93.75
2	TKN8531C	CABLE FOR RNC, DIU MGEG	110.00	\$68.75	\$137.50
		Sub Total			\$3,346.88
		Tax on Equipment 7.25%			\$242.65
		TOTAL			\$3,589.52



SECTION 5

PRICING

Motorola is pleased to provide the following equipment and services to The City of Roseville:

Equipment and Services	Pricing
City Roseville Subscriber Equipment	\$976,484
City Roseville Subscriber Equipment Discount	(\$359,938)
City Roseville Discounted Subscriber Equipment Total	\$616,546
City Roseville Subscriber Implementation (System Technologist)	\$50,124
City Roseville Subscriber Implementation (Engineering)	\$26,596
City Roseville Subscriber Implementation (PM)	\$25,573
City Roseville Subscriber Implementation Total	\$102,293
City Roseville Tax (Equipment Only)	\$44,700
City Roseville Total Subscribers	\$763,539



EXHIBIT C-3

PAYMENT TERMS

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 100% of the equipment and tax Contract Price due upon shipment of equipment;
2. 40% of the implementation Contract Price due upon delivery of ATP;
3. 40% of the implementation Contract Price due upon FAT completion;
4. 20% of the implementation Contract Price due upon SAT completion;