

CITY OF UNALASKA  
UNALASKA, ALASKA  
ORDINANCE 2022-22

CREATING BUDGET AMENDMENT #4 TO THE FISCAL YEAR 2023 BUDGET, INCREASING THE ADMINISTRATION BUDGET BY \$100,000 FOR A COMPENSATION AND CLASSIFICATION STUDY; INCREASING THE PORTS BUDGET BY \$27,000 FOR A SITE SURVEY FOR UMC POSITIONS 5-7; ACCEPTING \$400,000 FROM THE RASMUSON FOUNDATION AND INCREASING THE LIBRARY IMPROVEMENT PROJECT BY \$400,000; APPROPRIATING \$450,000 FROM THE GENERAL FUND FOR A PUBLIC SAFETY RECORDS MANAGEMENT SYSTEM; ACCEPTING \$386,400 FROM THE DENALI COMMISSION AND INCREASING THE WATER FUND TRANSFERS TO CAPITAL PROJECTS BY \$12,246 FOR MATCHING FUNDS AND INCREASING THE CAPTAINS BAY ROAD WATERLINE PROJECT BY \$398,646; INCREASING THE WATER FUND OPERATING BUDGET FOR TRANSFERS TO CAPITAL PROJECTS AND THE PROJECT BUDGET FOR THE PYRAMID WATER TREATMENT PLANT INLINE MICROTURBINES BY \$105,000.

BE IT ENACTED BY THE UNALASKA CITY COUNCIL:

- Section 1.** Classification: This is a non-code ordinance.  
**Section 2.** Effective Date: This Ordinance becomes effective upon adoption.  
**Section 3.** Content: The City of Unalaska FY23 Budget is amended as follows:

- A. That the following sums of money are hereby accepted and the following sums of money are hereby authorized for expenditure.
- B. The following are the changes by account line item:

**Amendment #4 to Ordinance #2022-10**

	Current	Requested	Revised
<b>I. OPERATING BUDGETS</b>			
<b>A. General Fund</b>			
Sources:			
General Fund - Appropriated Fund Balance	\$ 7,594,624	\$ 550,000	\$ 8,144,624
Uses:			
City Administration	\$ 2,087,093	\$ 100,000	\$ 2,187,093
Transfer to Govt Capital Projects	\$ 2,787,950	\$ 450,000	\$ 3,237,950
<b>B. Proprietary Funds</b>			
<b>Water Fund</b>			
Sources:			
Water Fund - Budgeted use of unrestricted net assets	\$ 2,286,058	\$ 117,246	\$ 2,403,304
Uses:			
Water Fund - Transfers to Water Capital Projects	\$ 1,317,508	\$ 117,246	\$ 1,434,754
<b>Ports Fund</b>			
Sources:			
Ports Fund - Budgeted use of unrestricted net assets	\$ 4,349,481	\$ 27,000	\$ 4,376,481
Uses:			
Ports Fund - UMC Expenses	\$ 1,155,311	\$ 27,000	\$ 1,182,311

**II. CAPITAL BUDGETS**

**A. Governmental Project Budgets**

*Public Library Improvements*

Sources:

Rasmuson Foundation Grant	\$ -	\$ 400,000	\$ 400,000
---------------------------	------	------------	------------

Uses:

Public Library Improvement Project	\$ 9,329,201	\$ 400,000	\$ 9,729,201
------------------------------------	--------------	------------	--------------

*Records Management System*

Sources:

Transfer from General Fund	\$ -	\$ 450,000	\$ 450,000
----------------------------	------	------------	------------

Uses:

Records Management System	\$ -	\$ 450,000	\$ 450,000
---------------------------	------	------------	------------

**B. Water Fund Project Budgets**

*Captains Bay Road Waterline Extension*

Sources:

Denali Commission Grant	\$ -	\$ 386,400	\$ 386,400
-------------------------	------	------------	------------

Transfer in from Water Operating	\$ -	\$ 12,246	\$ 12,246
----------------------------------	------	-----------	-----------

Uses:

Captains Bay Road Waterline Extension	\$ 800,000	\$ 398,646	\$ 1,198,646
---------------------------------------	------------	------------	--------------

*Pyramid Water Treatment Microturbines Project*

Sources:

Transfer in from Water Operating	\$ 2,212,019	\$ 105,000	\$ 2,317,019
----------------------------------	--------------	------------	--------------

Uses:

Pyramid Water Treatment Microturbine Project	\$ 2,212,019	\$ 105,000	\$ 2,317,019
--	--------------	------------	--------------

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on January 10, 2023.

---

Vincent M. Tutiakoff, Sr.  
Mayor

ATTEST:

---

Marjie Veeder, CMC  
City Clerk

---

---

## MEMORANDUM TO COUNCIL

---

---

To: Mayor and City Council Members  
From: Peggy McLaughlin, Port Director  
Through: Bil Homka, Acting City Manager  
Date: December 27, 2022  
Re: Amending Ports Operating Budget in the amount of \$27,000 for the assessment of Unalaska Marine Center Positions 5-7 for concept design and Rough Order of Magnitude (ROM) for maintenance, repair, and surfacing

---

---

**SUMMARY:** Ordinance 2022-22 will move \$27,000 from the Port Fund to the UMC Operating Fund for other professional services. The funding will allow for an assessment and develop a concept design for major maintenance and ROM for the aging sections of UMC positions 5-7.

**PREVIOUS COUNCIL ACTION:** No previous Council Action

**BACKGROUND:** Unalaska Marine Center Positions 5-7 were designed by PND engineers in the early 1990's. Construction was completed and the facility became operational in 1992. Over the last 30 years, settling has occurred and the concrete surfacing needs maintenance. This budget amendment funds the assessment of UMC Positions 5-7 for necessary maintenance and repair, develops the ROM, and funds a concept design for repairs.

**DISCUSSION:** UMC Positions 5-7 have been in operation since 1992. In the 30 years of tractor trailer cargo operations, the fill behind the sheet pile and underneath the concrete surfacing, has settled. The settling has created undulations in the concrete paving. The troughs of the surfacing hold water and impact efficient drainage. Initial assessments done during the 2018-2019 UMC Expansion and Replacement Project indicate this is not structural, however, it will impact the life of the dock.

This assessment cost was originally in the FY22 budget and the proposal was not finalized through the Administrative process before FY22 closed. It was not budgeted again in FY23 and in order to proceed, we need this budget amendment to properly assess required maintenance.

This survey scope will include topographical data of the project area, ground structures, existing utility locates (above and below ground), and the as-builts of storm drain manholes/catch basins. Further, the survey will develop a concept design for repair and a ROM. The completion of this project will prolong the life of the dock and increase safety for dock workers.

The Port needs this assessment in order to plan the timing of repairs and cost through the CMMP process.

**ALTERNATIVES:** Council could support the amendment; Council could choose to not fund the survey through this amendment; Council could post pone this until the next Fiscal Year.

**FINANCIAL IMPLICATIONS:** This would increase the Port Operating Budget by \$27,000 and reduce the Port Fund by the same amount.

**LEGAL:** No legal requirements

**STAFF RECOMMENDATION:** Staff recommends funding the survey in order to budget and plan for a capital maintenance project.

**PROPOSED MOTION:**

I move to introduce Ordinance 2022-22 and schedule it for public hearing and second reading on January 10, 2023.

**CITY MANAGER COMMENTS:**

**ATTACHMENTS:**

PND proposal from PND Engineers for Assessment and Concept design and ROM



ENGINEERS, INC.

November 9, 2021

PND 21A-128

Peggy McLaughlin  
Director of Ports  
City of Unalaska  
P.O. Box 610  
Unalaska, Alaska 99685

Re: PND Proposal for Site Survey and Concept Design of UMC Dock Position 5-6-7 Dock Re-Surfacing

Dear Peggy,

PND Engineers, Inc. (PND) is pleased to provide this proposal for site survey and conceptual design of UMC Dock Pos 5-6-7 Resurfacing.

**Task S1 – Site Survey**

PND will perform an on-site design survey to update the UMC project basemap to support design for planned replacement of existing concrete surfacing with a concrete paver system in area of UMC Dock Position 5-6-7. Survey scope will include topographical data of the project area, location of above ground structures, existing utility locates (above and below ground), and the as-built of storm drain manholes/catch basins. PND will rely upon the City of Unalaska and local utilities to provide underground utility locates for the survey. The survey will tie-in to existing survey control monuments utilized for previous survey basemaps of the area.

**Deliverable** - Survey basemap drawing (in AutoCAD and PDF) of the project area.

**Schedule** – Travel for field work within 3 weeks of NTP, basemap 4 weeks after return

<b>Cost</b> -	Field Survey and Preparation	\$7,460 T&M
	Expenses (travel, freight, supplies, equipment, etc.)	\$4,800 T&M
	Office Processing of Field Data, Basemap development	<u>\$2,100 T&amp;M</u>

**Total (including expenses) = \$14,360 T&M**

**Task D1 – Conceptual Design and ROM Cost Estimate (optional task)**

PND will develop conceptual design based upon the intended scope of the project and the survey basemap from Task S1 above. The scope of this task will include consideration of surface drainage, upgrades to existing utilities (vaults/lids, utility ducts/conduits), demo of existing concrete surfacing, installation of concrete paver system and appropriate subgrade, concrete curbing as needed and tie-in to adjacent facilities. The intent of this task is to clearly identify the complete scope of the project and develop accurate schedule and budget estimates for Port project planning efforts and possible grant opportunities.

**Deliverable** – Conceptual drawing site plan, written 1-2 page scope document including purpose/need, project schedule and ROM cost estimate.

**Schedule** – 4 weeks after completion of Basemap

**Cost** – (Optional Task D1) **\$11,675 Fixed Fee**

The sum of Tasks S1 and D1 above is \$26,035.



We look forward to assisting with continued improvements to the Unalaska Marine Center and appreciate the opportunity to work with the City of Unalaska. Please call if you have any questions regarding this proposal.

Sincerely,

**PND Engineers, Inc.**

A handwritten signature in blue ink that reads "Dempsey S. Thieman". The signature is written in a cursive style.

Dempsey S. Thieman, P.E.  
Senior Vice President

---

---

## MEMORANDUM TO COUNCIL

---

---

To: Mayor and City Council Members  
From: Roger Blakeley, Director of Parks, Culture, and Recreation  
Through: Chris Hladick, Interim City Manager  
Date: December 27, 2022  
Re: Ordinance **2022-22**- A Budget Amendment for the Public Library Improvements Project to Accept a \$400,000 Grant from the Rasmuson Foundation

---

---

**SUMMARY: Ordinance 2022-22** is a request to accept \$400,000 from the Rasmuson Foundation and place it in the Public Library Improvements Project budget. The City has received a grant from the Rasmuson Foundation for furniture, fixtures, equipment, and artwork, and this Budget Amendment will allow the City to receive these funds. The total project budget was \$9,329,201, and receipt of these funds will increase the total overall budget to \$9,729,201. Any excess funds will be returned to the general fund when the project is completed.

### **PREVIOUS COUNCIL ACTION:**

- ❖ Council provided \$12,500 from the General Fund for a Preliminary Study for this Project via the FY16 CMMP and Budget Ordinance 20158-10.
- ❖ For FY18, \$30,000 from the General Fund was provided for Pre-Development via the CMMP and Capital Budget Ordinance 2017-07. Although the City budgeted for Pre-Development, it was ultimately funded by a grant from the Rasmuson Foundation and Foraker Group. During the Pre-Development process, ECI architects presented design options to City Council on November 28, 2017 and February 27, 2018, and Council directed the project towards the larger expansion option, leading to the current design.
- ❖ Through Ordinance 2018-04, the FY19 CMMP and Capital Budget Ordinance, \$357,500 from the General Fund was placed into the Project's Budget to fund Design Services.
- ❖ Resolution 2018-56, approved September 25, 2018, awarded the Project's design work to ECI Hyer, Inc.
- ❖ The FY20 CMMP and Capital Budget Ordinance 2019-07 transferred \$5M from the General Fund, and Ordinance 2019-17 provided another \$3,273,481 from the Special Revenue Fund to cover construction costs.
- ❖ Ordinance 2019-09 approved the receipt of an \$8,500 donation from the Friends of the Library to cover costs of an art installation as part of the project. Resolution 2020-05, adopted January 14, 2020 awarded the construction contract to F & W Construction for \$6,903,481.
- ❖ Resolution 2020-18, adopted April 2, 2020, canceled the contract under the Termination for Convenience clause due to the impacts of the Covid-19 Pandemic.
- ❖ The Project was re-bid and Resolution 2021-78 awarded the work to F & W Construction for \$6,514,196.
- ❖ Ordinance 2022-14 appropriated an additional \$647,220 from the General Fund to the Project to repair a structural failure in the roof that contractors discovered during demolition.

**BACKGROUND:** The Rasmuson Foundation has been aware of this capital project since they funded Pre-Development in FY18. City Staff have communicated with the Rasmuson Foundation about the project's development in the intervening years. In January 2020, City Staff submitted a Letter of Inquiry for a Rasmuson Foundation Tier 2 Grant, but this letter was withdrawn when the 2020 construction contract was cancelled due to the Covid-19 pandemic. City Staff submitted a second Letter of Inquiry in July 2022 and were invited to submit a full grant application in September 2022, which they did. On November 17, the Rasmuson Foundation Board of Directors awarded a Tier 2 Grant of \$400,000 to the City of Unalaska for the Library Building Improvement Project. Funds are to be used for end-of-project items, including furniture, fixtures, equipment, and artwork installation.

**DISCUSSION:** City Staff have planned on applying for this grant since the inception of the project. If this budget amendment request is approved, eligible purchases already expensed and encumbered from line items funded by the General Fund will be transferred to the new grant funded line item. These purchases include high quality and long-lasting furniture and equipment for the community to use in the Library for years to come. Accepting the grant funds means less General Fund monies will be spent on the Project and, hopefully, more returned to the General Fund upon Project completion. Accepting the grant funds will allow the City to recoup some of the unanticipated expenses incurred by the necessary roof repairs.

The Rasmuson Foundation has designated these grant funds for furniture, fixtures, equipment, and art installation. In our grant application, the Library committed to a supplemental local fundraising effort, which the Library Advisory Committee will oversee. City Staff and the Library Advisory Committee anticipate that this effort will raise \$10,000.

**ALTERNATIVES:** Accept this grant award for the Library Building Improvement Project or choose not to accept the award.

**FINANCIAL IMPLICATIONS:** There is no matching requirement for this award. The Proposed Revised Budget is set out below:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	REVISED BUDGET	EXPENSED & ENCUMBERED	AVAILABLE BUDGET	THIS REQUEST	PROPOSED REVISED BUDGET
31022053-53240 PR601	Engineering and Architectural	\$ 1,176,150	\$ 1,170,955	\$ 5,195		\$ 1,176,150
31022053-53300 PR601	Other Professional	\$ 83,934	\$ 82,696	\$ 1,238		\$ 83,934
31022053-53430 PR601	Survey Services	\$ -	\$ -	\$ -		\$ -
31022053-54500 PR601	Construction Services	\$ 7,308,281	\$ 7,266,731	\$ 41,550		\$ 7,308,281
31022053-55310 PR601	Telephone / Fax / TV	\$ 2,050	\$ 2,050	\$ -		\$ 2,050
31022053-55901 PR601	Advertising	\$ 2,163	\$ 2,163	\$ -		\$ 2,163
31022053-55912 PR601	Contingency	\$ 373,420	\$ -	\$ 373,420		\$ 373,420
31022053-55999 PR601	Other	\$ 379,366	\$ 341,483	\$ 37,883		\$ 379,366
31022053-56100 PR601	General Supplies	\$ 3,000	\$ 1,925	\$ 1,075		\$ 3,000
31022053-56320 PR601	Business Meals	\$ 837	\$ 837	\$ -		\$ 837
310A2253-55999 PR601	Other - Grant	\$ -		\$ -	\$ 400,000	\$ 400,000
		\$ 9,329,201	\$ 8,868,840	\$ 460,361	\$ 400,000	\$ 9,729,201



**LEGAL:** None.

**STAFF RECOMMENDATION:** Staff recommends approving receipt of these funds.

**PROPOSED MOTION:** I move to approve Ordinance 2022-22.

**CITY MANAGER COMMENTS:**

**ATTACHMENTS:**

Award Letter

Grant Agreement



301 W. Northern Lights Blvd.  
Suite 601  
Anchorage, AK 99503  
Tel 907-297-2700  
info@rasmuson.org

[rasmuson.org](http://rasmuson.org)

**BOARD of DIRECTORS**

Adam Gibbons, *Chair*  
Jay Gibbons  
Lile R. Gibbons  
Rebecca Brice Henderson  
Kathy Hurlburt, MD  
Curtis McQueen  
Mike Navarre  
Cathryn Rasmuson  
Judy Rasmuson  
Marilyn Romano  
Angela Salazar  
Natasha von Imhof

**PRESIDENT**

Diane Kaplan

**We work to promote a  
better life for Alaskans.**

December 7, 2022

Mr. Chris Hladick  
Interim City Manager  
City of Unalaska  
P.O. Box 610  
Unalaska, AK 99685-0610

Dear Mr. Hladick:

I am pleased to inform you that the City of Unalaska has been awarded a \$400,000 grant for the Public Library for furniture, fixtures, equipment, and art installation.

You will receive a payment of \$400,000 via Bill.com. Please have an official from your organization acknowledge receipt of this grant and agreement with its terms by signing the attached grant agreement and returning it by January 31, 2023.

The grant agreement contains instructions for reporting. The required forms may be found on our website, [www.rasmuson.org/forms](http://www.rasmuson.org/forms). Please refer to grant number 17113 in all correspondence regarding this award.

Our directors are interested in keeping in touch with your activities during the year. If you have a special event, receive recognition for your services, or have a significant accomplishment, we would like to hear about it. You may wish to include us on your regular mailing list. Also, if any key people are involved in the project change, please notify us in writing.

We are honored to partner with organizations like yours to promote a better life for all Alaskans. If you have questions, please contact Chris Perez at (907) 297-2700, toll-free in Alaska at (877) 366-2700, or email at [cperez@rasmuson.org](mailto:cperez@rasmuson.org).

Congratulations on your award.

Best regards,

Diane Kaplan  
President & CEO

Enclosures

cc: Karen Kresh, City Librarian

RF grant number 17113



## Rasmuson Foundation Grant Award and Conditions

### **Grant Number**

The Grant Number for this award is 17113. Please refer to this number in all correspondence related to this award.

### **Grant Payments**

Grant payments require a receipt of a Payment Request Form from the grantee a minimum of 60 days before payment.

Grant payments are to coincide with the actual need for project funds. Any challenge or contingencies must be met before submitting the Payment Request Form.

Most grants, especially large ones, are paid out in several installments based upon a payment schedule submitted by the grantee. If needed, disbursement of the grant may be in a single payment.

Payment Description	Estimated Payment Date
\$400,000 outright payment will be sent within two weeks via Bill.com	2022

Timely reporting is required for payment. Payments will not be made if reports for any grant from the Rasmuson Foundation to the grantee are overdue and have not been received and approved.

### **Challenge or Contingencies**

If a grant has a challenge component of contingency(ies), these must be met before that portion of the grant is requested for payment. The Certification of Meeting Grant Conditions form will be used to explain how the conditions were met. Contingencies and challenges must be met by the grant end date.

### **Expenditure of Funds**

This grant is based on a specific proposal containing a project budget. It is expected that the entire amount of this grant will be applied to the budget and not used for any other purposes. Should it become advantageous to the grantee to modify the project or make any changes to the project budget or timeframe, permission to do so must be requested per this Grant Agreement (see Budget Reallocation or Project Revision). Approval by the Foundation in writing must be received before making any revisions or incurring any expenses. If at the end of the grant period, a reallocation of unspent funds or an extension has not been requested, the balance of the grant funds must be returned to the Foundation.

### **Grant Duration**

As agreed during the grant proposal review process, the project has the following beginning and end dates:

Grant start date: November 16, 2022  
Grant end date: December 31, 2023

## **Reporting Requirements**

The Foundation expects to be kept fully informed of progress on this project. To this end, each grantee must submit progress reports annually and a final report at the end of the project.

Your **reports are due** on the following schedule:

<b>Report Type</b>	<b>Reporting Period</b>	<b>Due Date</b>
Final Report	11/16/2022 – 12/31/2023	1/31/2024

The Foundation forms titled **Tier 2 Grant Progress Report** and **Tier 2 Financial Report** are to be submitted every year with or without a grant Payment Request until the end of the project. The Foundation form titled **Tier 2 Grant Final Report** should be submitted 30 days after the project's end. If all Rasmuson funds are expended, but the project is not complete, the organization will continue to send progress reports until the project is complete. Download report forms and worksheets at [www.rasmuson.org/forms](http://www.rasmuson.org/forms). The reports may be submitted online through the Rasmuson Foundation grantee portal at [grants.rasmuson.org](http://grants.rasmuson.org). You may also submit a final report via email (forms are available on the Foundation's website at [www.rasmuson.org/forms](http://www.rasmuson.org/forms)).

## **Extension**

The Foundation may grant extensions upon request of the grantee at the sole discretion of the Foundation. An extension assumes that the grant award will be fully expended for the purpose described in the Grant Agreement, but more time is needed to complete the project. To extend the end date of the grant award, send a letter clearly stating the following:

- Describe why the project will not be completed during the grant period.
- Identify the proposed new end date for the project.
- Outline plans to complete the project and a timeline of activities undertaken during the extension period.

## **Budget Reallocation or Project Revision**

Grant awards are based on the project budget and description as presented in the application. Grant funds may only be used for the specific purpose as stated in the Grant Agreement. Grant award reallocation or revision may be requested if the revision is within the scope of the award. Requests to substantially revise the scope of an award for activities not originally proposed or inconsistent with the award's intent are not permitted. If a reallocation is necessary to complete the project intent, it must be approved before funds are spent. The Foundation will not retroactively "back-fund," so these expenses must not yet have been incurred.

Budget revisions and grant extensions are not granted automatically. They are reviewed for both financial and programmatic propriety.

To request a budget reallocation or project revision, submit a Reallocation Request Form with an attached narrative detailing how reallocated funds will enhance the project.

### **Unspent Funds**

It is the policy of the Foundation that unspent funds are returned with the final report. A request to use unspent grant funds may be submitted if there is a balance of funds after all components of the project plan have been accomplished. Requests to use unspent grant funds for project expenses not initially proposed yet consistent with the award intent may be permitted, but only if approval is received in advance. Budget revisions may not include pre-award expenses or expenses incurred before approval.

To request the use of unspent funds, submit a Reallocation Request Form with an attached narrative detailing how reallocated funds will enhance the project.

### **Certification of IRS Status**

By signing this document, the grantee certifies that it is a tax-exempt agency under Section 501 (c) (3) of the Internal Revenue Code and is classified as not a private foundation under Section 509 (a) (1) or 509 (a) (2) of the Code or, in selected cases, a unit of government, or an officially recognized tribal organization if the project has a broad community impact.

**If the organization is required to file form 990 or any version thereof, the grantee certifies that these have been filed for the last three years (the most recent tax year may be on an unexpired extension).**

*Any change in IRS tax-exempt status must be promptly reported to the Foundation.*

### **Change in Key Personnel**

Please notify your Program Officer in writing if the officials who sign this document leave office or position and provide the contact information for the replacements.

*Any change in key personnel must be reported to the Foundation.*

### **Termination of Award**

Failure to fulfill this Agreement's terms may result in the grant's termination. If the grant is terminated, the Foundation may ask for the return of grant funds. Also, the organization may be ineligible to apply for future funding from the Rasmuson Foundation.

If you have questions, please call or email:

Program Officer: Chris Perez  
Phone: (907) 334-0522, or toll-free in Alaska (877) 366-2700  
Email: cperez@rasmuson.org

---

---

## MEMORANDUM TO COUNCIL

---

---

To: Mayor and City Council Members  
From: Tom Cohenour, Director of Public Works  
Lori Gregory, DPW Administrative Operations Manager  
Through: Bil Homka, Acting City Manager  
Date: December 27, 2022  
Re: Ordinance 2022-22 – A budget amendment request to create and fund MUNIS Project PS23A – Department of Public Safety Records Management System – for \$450,000

---

---

**SUMMARY:** This Budget Amendment is requested to create and fund MUNIS Project PS23A Department of Public Safety Records Management System (RMS) with \$450,000 from the General Fund. The funding will be used to procure the system from Motorola Solutions through a cooperative purchasing agreement facilitated by Sourcewell.

**PREVIOUS COUNCIL ACTION:** Council has taken no action on this Project. A previous DPS Records Management System Project, MUNIS Project PS18B, was initiated with Superior, LLC but that contract was terminated, as discussed below, and MUNIS Project PS18B was closed.

**BACKGROUND:** On April 25, 2017, Council approved a capital project for the Computer Aided Dispatch / Records Management System (CAD/RMS) in the amount of \$500,000 via the adoption of the FY18 budget and the associated FY18-22 CMMP. On March 13, 2018, Council approved Resolution 2018-23 authorizing the City Manager to enter into an agreement with Superior LLC to provide the Department of Public Safety an integrated CAD/RMS in the amount of \$408,911.79 to include installation and implementation plus one year of support services. In 2018, \$244,154 was expended to procure hardware and software from Superior LLC. Final installation stalled when Superior LLC was purchased by Central Square Technologies who said they would not update the software nor provide support for the product the City purchased. Central Square Technologies attempted to sell the City another product with a minimal discount for the original purchase. The system the City purchased from Superior LLC, which was supposed to be up and running in late 2018, remains completely useless. The City has received no value from its purchase and our City Attorney is pursuing this matter. On July 26, 2022 via Resolution 2022-35, MUNIS Project PS18B was closed and remaining funds were returned to the General Fund with the understanding that a new project would be brought forward after research into current CAD/RMS solutions.

Being very satisfied with Motorola Solutions, whose products are being used for the Repeater Site and Radio Upgrade Project, DPS personnel inquired with Motorola about the capabilities of their CAD/RMS and found they will interface seamlessly. DPW Administrative Operations Manager, Lori Gregory, researched available Sole-Source Procurement agreements with Motorola Solutions and found Sourcewell, a cooperative purchasing division of the State of Minnesota in which the City of Unalaska is eligible to participate. The Acting City Manager and the Interim Finance Director evaluated and approved a Sole-Source Procurement request of the CAD/RMS from Motorola Solutions pending approval of this budget amendment.

**DISCUSSION: SOLE-SOURCE PROCUREMENT:** This sole-source procurement meets the criteria established in the City's Purchasing Policy as set out below.

PURCHASING POLICY City of Unalaska Policy #14-0803, Section 1.h. Sole-Source Procurement i: A contract may be awarded without competition when the following circumstances are evident: ... A provider of supplies or services is providing another Alaska municipality, the State of Alaska, or the United States, with supplies or services following a competitive pricing procedure and the city contract is on substantially the same terms as those obtained by the other governmental entity's competitive pricing procedure. The City may also contract with or through such governmental entity so that the benefit of the competitive pricing procedure accrues to the City.

Motorola Solutions is an approved vendor with Sourcewell under their contract #051321-MOT. Sourcewell is a service cooperative established by Minnesota Statute as a local unit of government, and is authorized to provide a Cooperative Purchasing Program to participating entities, including the City of Unalaska. <https://www.sourcewell-mn.gov/cooperative-purchasing/051321-mot#tab-products-and-services>. Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments. Staff believes this fits the Sole-Source criteria of the Purchasing Policy.

Sourcewell publicly issued an RFP for Public Safety Software to issue a 4 year contract. Included in the RFP were sections delineating specific equipment, products, services, warranty, pricing, RFP evaluation and contract award. The RFP requested each proposer submit pricing by either line-item or percentage discount from catalog pricing (list price) or a combination of both. The submitted RFP's were fully evaluated and scored by Sourcewell. Motorola was then issued a contract specifying equipment, products, services, warranty, pricing, customer service, liability, performance, default, remedies, insurance, and other contract provisions.

Motorola has been in business since 1947, is used by more than 2,400 public safety agencies across the United States including Alaska.

NEED FOR CAD/RMS: DPS is presently using Sleuth 5, a software program purchased and implemented in 2004, that is rapidly nearing the end of its useful life; installing a replacement system is imperative. The CAD/RMS, which houses virtually all calls for service for Police, Fire, EMS, and Animal Control, is legacy software running on legacy server software, and is no longer being update by the parent company. It is also out of compliance with federal requirements for storing, classifying, and reporting of criminal justice information. Limitations in the CAD/RMS and server software reduce hardware upgrade options and affect the ease and speed with which data is retrieved, stored and backed up. It has limited interoperability with federal, regional and state information-sharing databases. Modern CAD/RMS software packages are considerably more efficient than our current system, and have integrated access to state and/or regional criminal information networks, thus reducing the man-hours required for data input. User restrictions in many current CAD/RMS's can be personalized to ensure that users of the system-and the system itself-are in compliance with Federal requirements. Modern CAD/RMS software packages are also designed to work with Enhanced 9-1-1 call systems, which would allow a seamless transition to an E-9-1-1 system in Unalaska.

A digital CAD/RMS saves money by reducing hours spent on preparing, storing, and retrieving information. It maximizes facility space by reducing the amount of paper file storage needed in the Department. It cuts down on the carbon footprint of the Department by greatly reducing or eliminating the use of paper, ink, toner, staples, and folders. It limits and accounts for any changes made to documents, avoids the potential for disorganization and the loss of crucial information, and makes access and sharing among all levels of the law enforcement community easy. It facilitates policing and investigations, creating an environment where more cases are solved and prosecuted due to a better system of capturing evidence. Chain of custody is secure with a digital RMS and brings the Department into current regulatory compliance.



The Repeater Site and Radio Upgrades Project, together with this CAD/RMS Project, will bring DPS into the 21<sup>st</sup> century with regard to communications and records management, providing a completely secure digital signal and cloud based records management. The efficiencies created when both of these projects are online will pay for them both within a few short years.

**IMPLEMENTATION:** Training in the system’s use will be conducted on-site by Motorola and is included in their fee proposal, which includes not only a Records Management Suite but also a Jail Management Suite, a mobile Data Computing Suite, a Resource Management Suite, and a Computer-Aided Dispatch Suite. It includes the Integrated System Core and Master Tables setup (Hub) and all necessary interfaces and hardware, plus Professional Services (Installation, Implementation, Administrative Training, End User Training, 1<sup>st</sup> Year maintenance, and support), and available years 2-5 maintenance & support. The RMS will integrate with ESRI’s Geographic Information System already in use by the City.

**ALTERNATIVES:** Council could choose another vendor, issue a Request for Proposals, or choose not to proceed with this project, Council could also elect to not fund this Project, however, Staff believes it will pay for itself in increased efficiencies as well as better policing within the community and better reporting and evidence handling which will directly lead to more prosecutions and a reduction in crime.

**FINANCIAL IMPLICATIONS:** The total cost proposal from Motorola Solutions is \$406,012, including 1 year of maintenance and support. There will be annual expenses for years 2-5 related to software maintenance and upgrades (detailed in Motorola proposal) which will need to be captured in the annual DPS Operating Budget.

The proposed budget for the project is set out below:

MUNIS PROJECT PS23A - DPS RECORDS MANAGEMENT SYSTEM		
31019848-49100 PS23A	Transfer from General Fund	\$ 450,000
G/L CODE	DESCRIPTION	PROPOSED BUDGET
31021053-53300 PS23A	Other Professional Services	\$ 406,012
31022053-55310 PS23A	Telephone / Fax / TV	\$ 988
31022053-55912 PS23A	Contingency	\$ 43,000
		\$ 450,000

**LEGAL:** Unknown

**STAFF RECOMMENDATION:** Staff recommends full funding of the budget amendment request.

**PROPOSED MOTION:** “I move to approve Ordinance 2022-22 and move it forward to second reading.”

**CITY MANAGER COMMENTS:**

**ATTACHMENTS:**

- Motorola Solutions’ proposal
- Sole-Source Approval



# UNALASKA DEPARTMENT OF PUBLIC SAFETY, AK

MOTOROLA SOLUTIONS FLEX SOFTWARE

DECEMBER 15, 2022

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") 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 Solutions.

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. © 2021 Motorola Solutions, Inc. All rights reserved.



**TABLE OF CONTENTS**

**Section 1**  
System Description .....7

**Section 2**  
Statement of Work .....23

**Section 3**  
Proposal Pricing.....42

**Section 4**  
Contract Documents .....47



December 15, 2022

Unalaska Department of Public Safety  
29 Safety Way  
Alaska, AK 99685  
Attn.: Chief Jay King  
Phone: (907) 581-1233

Re: Proposal for Motorola Solutions Flex Software ("Proposal")

Chief Jay King:

Motorola Solutions, Inc. ("Motorola") is pleased to provide the attached Proposal to the Unalaska Department of Public Safety. This Proposal is valid until February 28<sup>th</sup>, 2023.

Motorola's Proposal is subject to the terms and conditions of the attached Master Customer Agreement. This proposal is priced off the Motorola Software Sourcewell Contract (#051321-MOT). You may accept this Proposal by signing the attached agreement. Alternatively, Motorola would be pleased to address any concerns you might have regarding this Proposal.

Please send your order to your Motorola Public Safety Solutions Consultant listed below.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. Motorola would be pleased to address any concerns you might have and we look forward to receiving your response. Please feel free to contact your Motorola Public Safety Solutions Consultant with any questions:

Larsen Grabenkort  
[larsen@motorolasolutions.com](mailto:larsen@motorolasolutions.com)  
971 227 2856

Sincerely,

Motorola Solutions, Inc.



Larsen Grabenkort  
Area Sales Manager



# SYSTEM DESCRIPTION

## Integrated Hub

Flex's Hub design allows all information to be entered, stored, and extracted in real-time. Additionally, all applications in the system reference the same repository of information, preventing duplicate data entry and saving time. Lastly, it provides agencies with instant access to information as soon as they enter it into the system. The Flex system provides these time-saving benefits with the following technology:

- Centralized database
- Central tables that cross-reference information system-wide

The system's master tables share information among all modules in real-time. Because our Integrated Hub automatically transfers data between all Flex applications, our customer agencies have immediate access to all data from the moment it is entered. To facilitate this integration, the system features several central tables that cross-reference information system-wide, including names, vehicles, wanted persons, and property.

## Imaging

The Flex Imaging module allows agencies to create a library of full-color digital images that are fully searchable from anywhere in the system. Mug shots, accident photos, and other images can be stored in multiple locations throughout the system and viewed by other users. The program is an all-in-one application for importing, organizing, editing, and sharing photos. Because it connects seamlessly with other modules in the Flex software, agencies are able to do more with their information.

### Unlimited Capture Workstations

Flex customers can choose to make every user workstation an image capture station at no extra cost. No extra licenses are needed to operate our Imaging module, and users benefit from the convenience of unlimited capture workstations, while agencies take advantage of the long-term savings.

### Quick View of Images

Images appear as thumbnails on all Flex records. Click the thumbnail to view the image, or any archived image. Users can see differences between new and old images, allowing personnel to determine if a subject has changed his or her appearance.

### File Description

Users can quickly access information about each file attached to a particular record. Flex's File Capture feature allows users to enter the complete name of each file and create an accompanying description. Icons displayed on the record enable users to see what types of files are attached without opening them.



## **File Capture Technology**

Flex's File Capture feature allows users to quickly organize images and other files. Users can easily add files to a record by dragging and dropping them onto the correct field. They can do this with single or multiple files. Users can also create an accompanying description for each file to promote easy content identification by other users.

## **Intuitive Editing Features**

The Imaging module gives users access to several tools for enhancing and editing the quality of digital images. For example, if photos taken at an accident scene are less vivid than expected, users can easily adjust brightness, sharpness, and contrast with the click of a button. Users can also rotate and resize images as needed.

## **Geographic Information Systems (GIS)**

GIS technology is at the core of Flex's mapping technology. GIS helps users make proper decisions based on accurate location information. We partner with Esri®, the nation's most trusted mapping provider to leverage the latest technology. Flex GIS interfaces directly with the Esri® ArcGIS server, eliminating an agency's need to load mapping information into the local database.

### **Dispatch-Friendly Features**

Flex's GIS solution maximizes dispatchers' use of the system. It automatically routes every call to the correct dispatcher, and reduces the likelihood of responding to the same incident twice. Additionally, our solution gives dispatchers the tools to make sure the closest unit responds to a given call. Flex provides these solutions with:

- Zone assignments
- Alerts for duplicate calls
- Directions to call locations
- CAD Mapping and Mobile AVL

### **Common Place Names**

Agencies can customize the Flex GIS solution to reflect specific jurisdictions. Agency-defined common place names save users time by allowing them to input place names instead of street addresses. For example, users can enter "State Capitol" instead of the capitol's street address. The system also accommodates landmarks, mile markers, highway exits, street intersections, and overpasses based on how the agency builds the database.

### **Accurate Address Verification**

Flex's GIS solution optimizes agency responses, eliminates confusion, improves accuracy, and gives users the ability to quickly identify correct addresses when the system cannot find an exact match. The system's address verification does this by displaying:

- Accurate and verified geographic information
- Specific addresses and intersections, including x- and y-coordinates
- Color-coded address candidates
- Flex's Address Selection screen

## Reverse Geocoding

Flex GIS simplifies operations by translating geographic coordinates into estimated addresses plotted on a map. By reverse geocoding data, users can quickly select the appropriate location for any situation. When users enter coordinate data, the software displays a list of all matching addresses.

## Safe Incident Response

Our GIS solution improves officer safety by notifying users of warrants, alerts, and past criminal incidents associated with an address. Visual alerts allow users to make informed decisions and prepare for any possible scenario. For example, address alerts appear in red, and indicate details about any previous incidents. If an address has multiple alerts, a plus sign (+) appears at the end of the alert.

## Flex CAD

Flex CAD enables dispatch personnel to access mission-critical information, and effectively manage calls for individual and multi-jurisdictional agencies. The following highlights a few of the system's advanced features that help to ensure the immediate dispatch of the most appropriate units, including:

- Real-time call updates
- Unit responses
- Automatic alerts for wanted persons and dangerous locations
- Customizable special instructions in question/answer format

All system modules are fully integrated, enabling dispatchers to easily access data from any table, virtually eliminating duplication and redundancy. This integration allows users to generate incident reports with the most current system data, improving dispatch accuracy, maximizing time, and increasing officer safety. For example, users can instantly query name, vehicle, property, and law incident records directly from Flex's Records Management System without leaving the CAD status screen.

## Visible Name and Address Alerts

The system's Alerts feature prepares officers for call response and enables them to anticipate hazards. Users can easily share information regarding unsafe historical incidents, and alerts appear in red so dispatchers can quickly identify impending dangers and communicate any safety concerns. The alerts module accomplishes this by:

- Providing information about individuals and locations
- Allowing users to view address or name-related hazards
- Allowing dispatchers to tag a record with one or several alerts

## Flexible User Functions

Flex CAD accommodates both new and advanced users. Experienced dispatchers can simplify steps with keyboard shortcuts, or use the command line to operate the system. This flexibility allows users to train at their own pace. New users can easily adapt to the system by performing the following actions:

- Selecting icons

- Dragging and dropping
- Right-clicking

### **Real-Time Status Alerts and Timers**

The system's alerts and timers help ensure officer safety by keeping dispatchers aware of all call and unit activity. Additionally, they inform users of any actions needed or time lapses exceeding agency thresholds with audible and visual alerts that provide real-time status updates.

### **Multiple Sessions**

The system's flexible architecture maximizes operational efficiency by enabling users to open multiple CAD sessions at a time. The screen shot below shows how any authorized personnel can open and manage multiple command lines representing multiple sessions.

### **Quick CAD Commands**

Flex's CAD command line can maximize dispatcher efficiency. Every action the system supports can be executed using quick CAD commands, saving users valuable time as they dispatch units, add calls, and search data.

### **Automatic Radio Log Entries**

The system's automatic radio log functionality saves users time while increasing unit safety. The CAD solution automatically tracks radio transmissions, and creates a log entry for every status change. This ensures all communications are recorded with complete accuracy, and allows dispatchers to focus on other time-sensitive tasks. Consequently, units have immediate access to timely information, and administrators can review all unit activities at their own discretion.

### **Radio Integration**

With Flex CAD, agencies can leverage their use of radios for enhanced situational awareness. Specifically, the software provides the following capabilities to streamlined communications and maximize user safety:

- Assign portable radios to first responders, and vehicle-mounted radios to units
- Enable dispatchers to change a radio's alias directly from CAD
- Display radio alias and fleet vehicle information for each unit within CAD
- Monitor radios from CAD with push-to-talk indicators that identify speakers in real time
- View radio talk groups directly within CAD

### **Customizable Screen Options**

Flex allows dispatchers to customize system settings to their full advantage, allowing them to streamline their task execution through individual customization. For example, agencies can choose to display only calls from specific geographic areas, or lock the settings system-wide for uniformity. Some of the features that users can customize include:

- Display windows
- Column settings
- Toolbar buttons
- Right-click commands

- Color display options

## **CAD Mapping**

The Flex CAD Mapping module provides users with powerful access to location and call information. Dispatchers can quickly view jurisdictional data, including street names, major buildings, landmarks, police districts, and fire/EMS zones. The system automatically plots call locations, and allows dispatchers to view detailed data. This instant access to refined data gives dispatchers the ability to rapidly dispatch the most appropriate units to each call, saving valuable time and enhancing responder safety in critical situations.

Dispatchers can also click on the map to view information about a specific location. Flex CAD Mapping uses the Esri® ArcGIS server to communicate directly with the GIS. This eliminates the need to load map data into a separate database, streamlining accurate address verification. Our mapping solutions are compliant with Phase I and Phase II wireless requirements, displaying longitude and latitude points at the approximate location of the call. The following highlights some key features of Flex CAD Mapping:

### **Flexible Dispatching**

The flexibility of our system accommodates a variety of user preferences. Users can quickly and easily dispatch units using the mouse, or retain full use of the keyboard by:

- Dragging and dropping a unit symbol to a call, or vice versa
- Entering any function directly into the CAD command line

### **Customizable Features**

Flex facilitates efficient operation in accordance with user preferences by enabling agencies to configure CAD Mapping software to meet both agency and individual user needs. Agencies can do this in a number of ways:

- Customize map icons by selecting from a list and upload agency-defined symbols
- Center new calls on the map
- Add map layers such as street, landmarks, and districts
- Change map element colors to reflect roads, city boundaries, and more

### **Mapping Toolbar**

Flex's CAD Mapping toolbar streamlines the dispatching process with intuitive navigation tools. The system provides reminders of each button's function by displaying tool tips that enhance usability. Users also have the option to control the map directly from the CAD command line. Additionally, users can quickly navigate the maps with the following functionality:

- Zoom in
- Zoom out
- Pan
- View the entire map
- Change layer properties as needed

## Call and Unit Information

Our CAD Mapping solution gives users direct access to call and unit information, ensuring improved response times and appropriate officer actions. The system automatically suggests intersections and addresses that require geo-validation as the user is typing. Timely access to data increases officer safety, improves response results, and helps defuse potentially dangerous situations. Users achieve this timely access by right-clicking on a unit or call symbol and selecting the specific information they want to view. For example, users can choose to view information regarding:

- Call number or nature
- Address
- Complainant
- Assigned officer

## System Integration

CAD Mapping fully integrates with the CAD and AVL modules, and our GIS system. With Flex's GIS, CAD calls automatically appear on the agency's jurisdictional map. Flex's AVL Mapping module, when used in conjunction with Global Positioning System (GPS), displays real-time location information for all units on the CAD map. With the system's radio integration, users can also view radio locations on the map, as well as activated radio emergency buttons for real-time situational awareness and response.

## Automatic Vehicle Locator (AVL)

Our AVL Mapping module employs the highest technological standards for this type of software. Advanced AVL technology is leveraged to track the location of all fleet units using GPS receivers, providing dispatchers with optimal, critical situational awareness. The following is an overview of key features:

### Real-Time Unit Tracking

Knowing unit location in relation to an active CAD call enables users to quickly dispatch backup or provide further instruction. The AVL Mapping module allows CAD to display the real-time location of all AVL-equipped units. The software displays:

- Status
- Active call
- Assigned zone and agency
- Current location
- Most recent radio log entry

### Direct AVL

Direct AVL shows users the location of a unit the instant the vehicle is started, and its transmitter begins sending pulses. This information is sent directly to the agency using a combined GPS transmitter and wireless modem. Dispatchers can view the unit's real-time movements on the CAD map.

## **Indirect AVL**

Indirect AVL enables users to view the unit's movements on the CAD map. It uses a wireless modem to receive real-time location information from a GPS transmitter connected to a mobile laptop computer. The GPS data, with other information from the laptop, is then transmitted to the agency's dispatch center.

## **Improved Response Times**

Dispatchers can use Flex's Quickest Route feature to determine the active unit with the fastest route to an incident, greatly reducing response time. Based on a unit's current location, the Quickest Route module calculates the total drive time to reach a call, and allows users to view the ideal route and driving directions. This feature takes into account the agency's local street network, while recognizing barriers such as rivers, canyons, and limited-access highways, enabling dispatchers to minimize time-consuming obstacles for responding units. In addition to proximity calculations, it computes actual drive time to determine which unit can respond first.

## **Rapid Notification (Paging)**

Flex's fully integrated Rapid Notification module allows users to send automatic report-of-call details to responding units. This module gathers information from the CAD screen and sends it to a printer at the responding agency. Individual units can also be notified of an event by email, text message, and/or phone call. Information gathered from the screen includes details such as:

- Address
- Nature of call
- Contact name and priority

## **ProQA Interface**

Flex CAD works seamlessly with ProQA. Our ProQA Interface allows agency personnel to transfer important law, fire, and medical call data between Flex CAD solutions and ProQA for streamlined operation and faster response through bi-directional data flow. The interface meets ProQA's Certified tier of integration, which is the highest level of integration. The following summarizes a few of the features available:

### **Bi-Directional Data Flow**

This interface allows agencies to automatically store law, fire, and medical call data in both ProQA and CAD. The ProQA Interface populates ProQA data into the appropriate CAD records. Likewise, it integrates CAD data, such as the location of the incident, into the correct ProQA fields. It also creates a responder script or case summary of the ProQA call in the comment field of CAD.

### **Fast Response**

The ProQA determinant in CAD lets users quickly define the agency's response plan and unit recommendations. The ProQA determinant is automatically populated into CAD after data is entered in ProQA, allowing the agency to respond efficiently to calls.

## **Streamlined Operation**

Users can open a ProQA screen automatically while working in CAD, and set system parameters so ProQA opens when they receive a law, fire, or medical call. The interface will automatically populate the appropriate ProQA fields with information in ProQA. As determinant codes are updated or reconfigured, this information is immediately passed on to dispatchers through the Flex CAD system.

The interface also allows the call taker and dispatcher to place ProQA sessions in a pending status during high-volume call times; this allows the user to complete the ProQA session when time allows. A dispatcher can also quickly re-open any ProQA session that has been closed. The ProQA determinant code is displayed in the far right column of the following image.

## **Records Management System (RMS)**

Flex's Law Records Management System consolidates all law incident records into one database, providing easy-to-generate incident and case management reports. Each record has information associated with the name, incident number, property, item, and vehicle involved. Agencies can track complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, or stolen and recovered property for criminal and non-criminal incidents.

### **Accurate Reports**

Users can easily clarify department initiatives and document progress by developing preformatted reports or configuring ad hoc reports for:

- Crime analysis
- Presentation
- Archiving

Agencies can also compile detailed summaries and activity information for submitting UCR reports as necessary.

### **Detailed Case Management**

Agencies have the ability to track cases from beginning to end by following detailed status information. Flex's case management feature uses Involvements<sup>®</sup> to link information on all persons, property, and vehicles associated with a case.

### **Dispatch Integration**

Flex's integrated solutions ensure rapid and consistent data entry. The RMS module is linked directly with Flex CAD, which allows the software to automatically transfer appropriate information from calls to related incidents.

### **Advanced Security and Intelligence**

Administrators can protect data integrity with flexible security features that allow users to secure privileged information. The Flex system allows agencies to store an unlimited amount of data regarding the following characteristics of individuals or groups:

- Hangouts
- Associates
- Vehicles

- Employment
- Activities

### **Organized Dissemination**

The system provides information accountability by tracking all information disseminated through the RMS module. Users can record the full text of the disseminated information, and create a link to the name record of the party receiving the information.

### **Automatic Visual Alerts**

Agencies improve investigator and officer safety with alerts that indicate dangerous, wanted, or missing persons. Once an alert is attached to a record, Flex's integration populates the alert wherever the record exists.

### **Incident-Based Reporting (IBR)**

The Flex system enables the agency to easily compile detailed crime summary and activity information such as offenses, arrests, and law incidents for submitting IBR reports that meet state and federal standards. The software automatically retrieves information from the system upon data entry, eliminating manual efforts to create these reports. This retrieval enables the system to produce audit reports that verify the accuracy of reported data. Additionally, Flex holds state reporting certification and offers an integrated National Crime Information Center (NCIC) interface that aids in required report submissions.

### **Evidence Management**

Flex's Evidence Management module simplifies evidence tracking, allowing each agency to maintain a complete and accurate chain of custody for every piece of evidence. The Evidence Management module records changes in the location, status, and custodian of evidence, providing a detailed history from reception to release, or disposal of the item.

#### **Complete Evidence History**

Users can automatically track modifications to evidence records from processing, through lab analysis and court appearances, to the release or disposal of the item.

#### **Evidence Reporting**

The system enables users to maintain optimal awareness and accountability of evidence and its status. Users can generate reports that show evidence custody, create barcodes for any code table, and show the location of evidence. Some of the reporting tools include:

- The Case Closed Evidence List Report
- The Generate Barcode List Report
- Evidence Location Summary Report



### **Detailed Evidence Data**

The Flex solution facilitates efficient entry, adding, modifying, and searching for records within the screen. Using the Evidence Management screen, users can manage:

- Property item
- Storage location
- Identification number
- Activities associated with the item
- Comments

### **Interface Features**

Flex's optional Evidence Barcode & Audit Interface module enables users to manage the evidence room in minutes and saves hours of personnel time. The interface's barcoding functionality allows for simplified data entry, precise labeling, and hand-held auditing of storage locations. Participating agencies can easily inventory and audit evidence using a handheld barcode reader to check data against the Evidence Management table for discrepancies in the item location.

### **Evidence Barcode and Audit Interface**

The Evidence Barcode and Audit Interface module provides agencies with barcoding capabilities for evidence management. It also includes a portable handheld barcode reader to inventory and audit evidence rooms for tracking location and movement.

### **Automatic Data Transfer**

Flex's Automatic Data Transfer saves time and ensures accuracy for agencies as information is tracked throughout the evidence life cycle. Users have the ability to attach barcode labels to evidence items, and use a scanner to automatically transfer the data into an evidence record. Additionally, the status of multiple evidence items can be changed simultaneously by using the "Scan" option of the interface.

### **Barcode Printing**

Our solution facilitates efficient entry, adding, modifying, and searching for records within the screen. Using the Evidence Management screen, users can manage:

- Property item
- Storage location
- Identification number
- Activities associated with the item
- Comments

### **Inventory and Evidence Tracking**

Users can easily collect and store scanned inventory details with a handheld barcode reader, including the item number, storage location, and custodian's name. Information on moved evidence items can be tracked as well, including item number, storage location, custodian's name, transaction code, time and date of transaction, quantity moved, and reason for the move.

## Detailed Reporting

The Import Inventory Barcode Report and the Import Move Inventory Report ensure data integrity. Users can check for discrepancies between the data downloaded from the portable barcode reader and the information contained in the Evidence Management table.

## Licenses and Permits

The Flex Licenses and Permits module enables users to effectively manage a variety of certifications. These range from animal and bicycle licenses to weapon and fire permits. The agency can track information such as expiration dates, fees, payments, and adjustments. Users can also print permits, receipts, mailing labels, and reports.

### Detailed Information

Our comprehensive module will allow the agency to track detailed data, ensuring users have access to the information they need. For example, users can quickly view a permit's status, effective date, permit holder, permit type, and any relevant contact persons. From an additional detail screen, users can also track information relevant to the type of permit, such as model, size, breed, item value, etc.

### Integration with Law Records

The Licenses and Permits module helps investigators solve crimes through integration with the Flex RMS module. For example, users can easily view the permit record and owner name of any weapon used in a law incident—directly from the law incident record. Ready access to this information keeps officers informed, increasing safety and reducing potential agency liabilities.

## Alaska StateLink Interface

### Summary

The Alaska PI allows you to send transactions from the Flex software, Mobile and Message Center.

The software allows highlighted and voice returns for the following query transactions: Boat Registration, Driver's License, Gun, Stolen Article, Stolen Boat, Stolen Vehicle, Vehicle Registration, and Warrants.

### Feature List

- State and National Database Queries
- Transaction Recall
- CAD Integration
- Multiple Response Destinations
- Mobile Integration

### Alaska Transactions Available from Mobile

Query type	Message key(s) sent
------------	---------------------

Boat Registration	QVI
Criminal History	QPC
Driver's License queries	QPD
Gun queries	QG
Stolen Article queries	QA
Stolen Boat queries	QV
Stolen Vehicle queries	QV
Vehicle Registration queries	QVI
Wanted Person queries	QPB

### Alaska Transactions Available from the Flex Software

Transaction type	Screen command line access	Screen name	Message key(s) sent
Administrative	AM	Messages	AM
	FREE	Free Form	FREE
	YQ	NLETS Out of State Hit Confirmation Request	YQ
	YR	NLETS Out of State Hit Confirmation Response	YR
Articles	CA	Clear Article	CA
	EA	Enter Article	EA
	LA	Locate Article	LA
	MA	Modify Article	MA
	QA	Query Article	QA
	XA	Cancel Article	XA
Boat	CB	Clear Boat	CV
	EB	Enter Boat	EV
	LB	Locate Boat	LV
	MB	Modify Boat	MV
	QB	Stolen and Recovered Boats Query	QV
	XB	Cancel Boat	XV
Criminal History	QR	Rap Sheet Query	QPC

	QH	Criminal History Query	QPC
	FQ	NLETS Criminal History Query	FQ
Driver's License	DQ	Driver's License Query	QPD
Gun	CG	Clear Gun	CG
	EG	Enter Gun	EG
	LG	Locate Gun	LG
	MG	Modify Gun	MG
	QG	Query Gun	QG
	XG	Cancel Gun	XG
Missing Persons	CM	Clear Missing Person	COR
	EM	Enter Missing Person	EOR
	MM	Modify Missing Person	MOR
	QM	Query Persons	QPB
	XM	Delete Missing Person	XOR
	IQ	NLETS Identity Information Inquiry	IQ
Securities	CS	Clear Securities	CS
	ES	Enter Securities	ES
	LS	Locate Securities	LS
	MS	Modify Securities	MS
	QS	Query Securities	QS
	XS	Cancel Securities	XS
Vehicle	CV	Clear Vehicle	CV
	EV	Enter Vehicle	EV
	LV	Locate Vehicle	LV
	MV	Modify Vehicle	MV
	QV	Query Vehicle	QV
	RQ	Query Vehicle Registration	QVI
	XV	Cancel Vehicle	XV
Warrants	CW	Enter Warrant	COR

	EW	Clear Warrant	EOR
	MW	Modify Warrant	MOR
	QW	Query Warrants	QPB
	XW	Delete Warrant	XOR

## Requirements

### General

The customer is responsible for providing a working connection from the Flex Server to the state's message switch. In Alaska, the state has an agreement with Pacific Applied Technology Inc., for a solution that allows local criminal justice computers to connect to their systems on a peer-to-peer basis with the State (TCP/IP PAT Regional Access Feature). The customer will need to pay an initial license and annual license and warrant renewal charges to Pacific Applied Technology Inc.

### Software

Software	Version	Vendor/Company	Notes
Flex	Version 4.5 or higher	Motorola Solutions, Inc.	
O/S	Windows	Microsoft	<ul style="list-style-type: none"> <li>• AIX</li> <li>• Linux</li> </ul>
Other Requirements			<ul style="list-style-type: none"> <li>• Interface Standard: APSIN (AK State)</li> <li>• Delivery Package: Installation package available</li> <li>• Voiced Response: No</li> <li>• Highlighting: No</li> <li>• Import to Flex: No</li> <li>• Requesting Unit Auto Forward: No</li> <li>• Hit Alerts: No</li> <li>• Executable: alaskapi.jar (Java)</li> <li>• Protocol: TCP/IP</li> </ul>

## InSight

Agencies can enhance their data sharing initiatives by performing secure, real-time queries of local agency records. The Flex InSight module enables agencies to collaborate effectively, regardless of whether they are using Flex or a non-Flex information database. Through a multi-system, multi-jurisdictional data sharing broker, users are able to run real-time queries on the databases of participating agencies for:

- Names

- Associated images
- Vehicles
- Property information
- Other records

### Strong Security

Agencies receive all the benefits of advanced information sharing, while maintaining the highest level of data security. InSight supports simultaneous, multi-agency returns with one search, and incorporates the Global Justice XML Data Model (GJXDM) and advanced data encryption and user-defined privileges.

The InSight model allows each agency to search for information outside its jurisdiction and receive critical returns. Data is protected through user-defined security privileges and 192-bit encryption – the established standard for the public safety industry. When several counties or regions want to share information, multiple InSight brokers can be connected.

### XML Framework

InSight incorporates the Global Justice XML Data Model. The XML-based framework of appropriate federal specifications allows justice and public safety agencies to share information at all levels. Using XML, Flex provides the power needed to share mission-critical data among other law enforcement agencies, regardless of vendor and without costly interfaces.

### Powerful Searching

Information such as arrest warrants, history of driving under the influence, or assaulting officers can be critical to a field officer’s safety. Without leaving the patrol car, picking up the radio, or going back to the office, personnel can utilize InSight to search their own agency data and that of other jurisdictions. Users can even create subscriptions for searches, alerting them when other users are searching for the same record.

For example, an investigator can receive notification if another user is searching the system for the same name record, thereby assisting in the investigation of a suspect. Sample return information includes the following:

Sample Return Information			
Name Search	Vehicle Search	Property Search	Jail Search
First Name	License Plate Number	Item Name	Name
Last Name	State	Recovered Date	Physical Descriptions
Street Address	Registration Exp. Date	Item Value	Arrest Date
Telephone	Year	Year	Arresting Agency/Officer
SSN	Make	Brand	Location of Arrest
Height	Model	Model	Disposition
Gender	Color	Serial Number	Age of Arrest
Hair Color	Owner	Color	Arrest Type
Eye Color	Agency Code	Owner	Location Code
Ethnic Group	Responding Officer	Responsible Officer	Circumstances

### Sample Return Information

Photograph	Photograph	Photograph	Arrest Comments
Alerts & Involvements	Alerts & Involvements	Alerts & Involvements	Offense Details

When InSight sends data back, the program labels the name of the agencies from which the return came, along with a link giving access to additional information on a person, vehicle, or property item. InSight is a browser-based application and has been designed to work over slower connections. It can also be fully utilized in Mobile environments as needed. With InSight, users can also see related involvements on the record.

# STATEMENT OF WORK

## Introduction and Purpose

Motorola provides comprehensive public safety software for police departments, sheriff's offices, fire departments, communication centers and correctional facilities. Under the guidance and participation of Customer, Motorola will facilitate the delivery and implementation of its integrated software solutions, which includes all purchased products and services in the Purchase and License Agreement. Together, the integrated software solutions are referred to as the "System."

Motorola is committed to building a lifelong partnership with Customer by providing professional project management assistance through implementation, account management, technical services, and both initial and ongoing training. Motorola will provide Customer with software tools and services to implement a system that provides for the storage, retrieval, retention, manipulation, and viewing of documents, or files pertaining to Customer operations.

This SOW guides the primary activities and responsibilities for the System's implementation. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party, and identifies the criteria by which Motorola and Customer will consider a task complete.

## Project Objectives

### Ongoing objectives of the Public Safety Software Implementation project:

- Provide a comprehensive public safety software solution to facilitate data management
- Provide the software and services necessary to enable interoperability and real-time data sharing
- Provide initial and ongoing system and application administration training to ensure proper setup and the efficient use of software modules
- Facilitate the implementation of data entry standards

### Specific SOW objectives:

- Complete the project implementation plan
- Configure, set up, and install the server
- Install and configure core Motorola software modules
- Install and configure the external interfaces
- Provide onsite system setup consultation and system and application administration training
- Provide comprehensive end user training and assistance with code table set up
- Provide Go-live assistance

## Change Management Procedures

In the event it is necessary to change this SOW or, if applicable, a Scope of Work document, the following procedure will be used:



- The party requesting the change will issue a Change Request document (“Change Request”). The Change Request will describe the nature of the change, the reason for the change, and the effect of the change, which may include changes to the work product. The Change Request will also include any changes in pricing.
- Either party may initiate a Change Request for any material changes to this SOW and any applicable Scope of Work. The requesting party will review the proposed change with the other party and the parties will negotiate reasonably and in good faith to agree upon the requested change and any changes to the fees or schedule that may result therefrom. Upon the parties’ agreement, the appropriate authorized representatives of the parties will sign the Change Request, indicating acceptance of the changes by the parties.
- Upon execution of the Change Request, the Motorola and Customer Project Managers will incorporate the change into the SOW or Scope of Work.

## **Project Assumptions and General Responsibilities**

### **Project Assumptions**

- The Flex System will be implemented in a Linux or Windows environment.
- Customer network is available and appropriately configured.
- Hardware is available that meets or exceeds Motorola’s current hardware recommendations, is patched per Motorola’s recommendations, and is appropriately configured.
- A TCP/IP-capable network is available for Flex Mobile; specifically, a broadband wireless data network (3G or greater) or a similar high speed private network. At a minimum, wireless networks should accommodate average bi-directional data rates of 256 kbit/s (kilobits per second) between the mobile client and the Flex server.
- Customer obtains State user and terminal ORIs in a timely fashion.
  - State/NCIC (StateLink) interface may not be ready for end user training; a live connection is not necessary for training exercises.
- Third party vendors provide required information for interface configuration.
- This engagement will begin on a mutually acceptable date after Motorola is in receipt of a signed contract from Customer that covers the fees and expenses described therein.
- Customer will provide appropriate technical and management resources to participate in the implementation as identified in the project tasks and responsibilities.

### **Customer Responsibilities**

- Maintain effective communications with the Motorola Project Manager
- Participate in onsite project status meetings
- Respond to issues and concerns as communicated by the Motorola Project Manager
- Provide Motorola with Customer-approved project change requests
- Coordinate required Customer tasks and responsibilities with the Motorola Project Manager
- Manage all third party vendors for which Customer contracts facilitate project activities
- Sign Supplier End User License Agreement, as required

- Ensure Customer project team members have the knowledge and expertise to meet required project responsibilities
- Provide onsite and dedicated VPN remote access as required to facilitate installation and Motorola's continued system support
- Install Flex application client on all computers
- Install Mobile application client on mobile computers
- Provide physical training facilities and supplies (e.g., projector, screen, whiteboard or equivalent) as well as personal computers required for training end users
- Ensure management and end user personnel are scheduled and available for training

#### **Motorola Project Team Responsibilities**

- Function as the liaisons with Customer's designated project manager
- Provide Customer with a project management plan, including a cut-over plan for Go-live
- Supply system test plans, setup, administration and configuration documentation, student manuals (training plans), and end user Documentation
- Manage all aspects of the implementation, including project communications
- Participate in the project planning and system setup
- Coordinate and schedule the delivery of all products and services provided by Motorola
- Conduct onsite project status meetings at Customer facility and attend all major project events including project kickoff meeting, project team training, and Go-live activities
- Facilitate the submission and approval of Customer change requests
- Provide responses and recommend resolutions to Customer issues
- Facilitate the server configuration and core system installation, and coordinate external interface installation
- Manage all third party vendors contracted by Motorola

### **Project Tasks and Responsibilities**

This section outlines all project phases, individual tasks, and responsible parties required to meet the goals and objectives of this SOW. Motorola and Customer will perform their respective tasks through a combination of onsite collaboration, coordination via telephone, email communications, and other remote means, as appropriate.

Tasks may or may not be completed in the order in which they appear. Some tasks may be sequential while other tasks may be concurrent with other tasks.

Some tasks will involve third party entities (government agencies, vendors, etc.) to successfully complete this project. Motorola will cooperate and use good faith efforts to work effectively with all third party representatives from other vendors or government agencies as may be necessary to ensure successful Project completion.

## Project Planning and Pre-Installation

### Task Description

Project Planning will consist of a series of tasks and activities to help prepare the Customer and Motorola for the implementation process:

- **Pre-Implementation Meeting**

Motorola will conduct a Pre-Implementation Meeting (PIM), which includes a project review session and product demonstration. The Project review session will include a detailed discussion of the contract documents, project timelines, goals and objectives, and roles and responsibilities of both parties. The Project review session will be designed to ensure the project managers and key personnel on both sides are familiar with the contract documents and have the same understanding of the overall scope of the project and project approach.

- **Workflow and Forms Review Sessions/Project Team Planning Session**

Motorola will schedule and conduct Workflow and Forms Review Sessions with each agency/department to identify paper forms and manual reports that can/will be eliminated by installing the new System, and the changes that will be required in forms that will remain in use after system go-live. This task will also include a detailed discussion/presentation and recommendations on how each agency will/should streamline work processes and adjust current staffing resources to match Software utilization.

### Deliverables

Upon completion of Project Planning, Motorola and Customer will:

- Document results of the workflow and forms review for each agency. Motorola will provide recommendations on forms that can potentially be eliminated and/or consolidated for each agency. Motorola will provide recommendations for forms that should remain in use after go-live occurs.
- Identify and document estimated Customer resources and estimated time requirements for Customer-related tasks so the Customer is better prepared to assign the type of resources when necessary to do so and for what duration. This information will be based on Motorola's previous experience in installing similar systems. The goal is to help ensure the Customer is well aware in advance of tasks and resource requirements so as to avoid potential project delays during the implementation process.

### Prerequisites

- Signed Agreement

### Completion Criteria

This task will be considered complete following the Pre-Implementation Meeting and completion of the Workflow and Forms Review Sessions.



Motorola	Customer
<b>Responsibilities</b> <ul style="list-style-type: none"> <li>● Conduct pre-implementation meeting</li> <li>● Conduct product demonstrations</li> <li>● Conduct workflow and forms review</li> </ul>	<b>Responsibilities</b> <ul style="list-style-type: none"> <li>● Assist with workflow and forms analysis</li> <li>● Assist with project team planning sessions</li> </ul>
<b>Required Staff</b> <ul style="list-style-type: none"> <li>● Project manager</li> <li>● Trainer</li> <li>● Systems Engineer</li> </ul>	<b>Required Staff</b> <ul style="list-style-type: none"> <li>● Project manager</li> <li>● Project team members (staff from agencies or departments)</li> </ul>

## Order Hardware

### Task Description

The purpose of this task is to order the hardware required for the Flex system. Customer or Motorola (as specified in the Agreement) will be responsible for procuring the server needed to meet Motorola's hardware specifications, as well as dedicating/procuring servers for the solution's GIS component, HipLink paging module and Compstat Dashboard module. Together, Motorola and Customer will review the purchase order to verify the purchased hardware meets system specifications. Hardware will then be shipped to Customer's location.

If Customer desires a disaster recovery solution, Customer (or a mutually agreed upon third party, as specified in the Agreement) will be responsible for procuring a second server and facilitating the setup of that solution. All costs associated with the setup and testing of the disaster recovery solution will be borne by Customer.

### Deliverables

- Hardware recommendations

### Prerequisites

- Pre-implementation conference call

### Completion Criteria

This task will be complete once the hardware has been ordered.

Motorola	Customer
<b>Responsibilities</b> <ul style="list-style-type: none"> <li>● Verify hardware order</li> <li>● Order hardware (per Contract)</li> <li>● Provide minimum and recommended hardware requirements for all workstations</li> </ul>	<b>Responsibilities</b> <ul style="list-style-type: none"> <li>● Order hardware (per Contract)</li> <li>● Ensure hardware (workstation) upgrades, as needed</li> </ul>

<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>● Project manager</li> <li>● Installation manager</li> <li>● Systems engineer</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>● Project manager</li> <li>● IT personnel (as needed)</li> <li>● System administrator</li> </ul>
--	--

<b>Order Third Party Products</b>	
<p><b>Task Description</b>                      Motorola will order third party products as specified in the Agreement. Customer will be responsible for any third party requirements not listed in the Agreement.</p>	
<p><b>Deliverables</b></p> <ul style="list-style-type: none"> <li>● Not applicable</li> </ul>	
<p><b>Prerequisites</b></p> <ul style="list-style-type: none"> <li>● Signed agreement</li> </ul>	
<p><b>Completion Criteria</b>                      This task will be complete once Motorola and Customer have placed all orders for third party products.</p>	
<b>Motorola</b>	<b>Customer</b>
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>● Order third party products as specified in the Agreement</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>● Order third party products for which Customer is responsible</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>● Project manager</li> <li>● Systems engineer</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>● Project manager</li> <li>● System administrator</li> <li>● IT personnel (as needed)</li> </ul>

## Finalize Project Schedule

### Task Description

Prior to signing the Agreement, Motorola and Customer may have developed a preliminary project schedule. During this task, the project managers from both Motorola and Customer, as well as Customer personnel who make decisions regarding resource allocations or scheduling, will meet and review the project schedule. These individuals will make any necessary adjustments based on known changes in resource availability. Motorola's project manager will then update the schedule.

The project schedule will be further updated as necessary over the course of the project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon change order process. Any schedule changes that occur will be a part of the project status reports provided by Motorola's project manager.

### Deliverables

- Final project schedule

### Prerequisites

- Not applicable

### Completion Criteria

This task will be complete when the parties agree upon the final project schedule; approval shall not be unreasonably withheld or delayed.

Motorola	Customer
<b>Responsibilities</b> <ul style="list-style-type: none"> <li>● Lead Customer through a review of the project schedule</li> <li>● Update the project schedule</li> </ul>	<b>Responsibilities</b> <ul style="list-style-type: none"> <li>● Ensure personnel who can make resource allocation and scheduling decisions attend Project Schedule review</li> </ul>
<b>Required Staff</b> <ul style="list-style-type: none"> <li>● Project manager</li> <li>● Training coordinator</li> </ul>	<b>Required Staff</b> <ul style="list-style-type: none"> <li>● Project manager</li> <li>● System administrator</li> <li>● Department supervisors (as needed, for approving the schedule)</li> </ul>

## Develop Data Entry Standards

**Task Description**

Customer is responsible for developing data entry standards and policies to ensure users enter data correctly and in conformity with quality assurance expectations. At the kickoff meeting, Motorola will provide and explain sample data entry standards as a starting point for Customer. Customer will need to revise the sample standards to meet its specific needs. Once standards have been established, Customer will be expected to formalize the policy as standard operating procedure for data entry tasks. Motorola will incorporate the data entry standards into end user training. Therefore, Customer must complete this task prior to end user training. Motorola is not responsible for project delays due to Customer not completing this task in a timely manner.

**Deliverables**

- Motorola-supplied sample data entry standard
- Final, Customer-defined data entry standards

**Completion Criteria**

This task will be complete after Customer develops formal data entry standards that Motorola can incorporate into end user training.

Motorola	Customer
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>● Provide sample data entry standards</li> <li>● Explain data entry standards</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>● Revise sample standards form to meet Customer's needs</li> <li>● Create formal policies and standard operating procedures to guide data entry tasks</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>● Project manager</li> <li>● Lead trainer</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>● Project team</li> </ul>

## Conduct First Web Based Map Training

### Task Description

Customer must prepare its GIS data for the Flex geofile and then build the Flex geofile database. Prior to training, Customer will collect current map data for assessment. Motorola will send Customer a document to guide Customer in the collection of this data. A Motorola GIS trainer will assess the current map data and provide feedback on ways to improve the quality of the data for use in the Flex geofile.

During this time, Motorola's GIS trainer will also instruct Customer's personnel responsible for building the geofile on how to build and update the maps for use in the Flex applications. After training, Customer is responsible for building the geofile. Motorola will remotely provide additional assistance, as needed.

### Deliverables

- Map data collection guide
- GIS modification recommendations
- Remote assistance as needed

### Prerequisites

- Existing customer map files

### Completion Criteria

This task will be complete after Motorola concludes the onsite map build training.

Motorola	Customer
<b>Responsibilities</b> <ul style="list-style-type: none"> <li>● Provide map data collection guide</li> <li>● Assess current map data</li> <li>● Provide feedback on ways to improve quality of map data</li> <li>● Provide map build training</li> <li>● Provide remote assistance during Customer's map build activities</li> </ul>	<b>Responsibilities</b> <ul style="list-style-type: none"> <li>● Collect current available map data</li> <li>● Attend map training</li> <li>● Build geofile per Motorola's specifications</li> </ul>
<b>Required Staff</b> <ul style="list-style-type: none"> <li>● Trainer (GIS)</li> </ul>	<b>Required Staff</b> <ul style="list-style-type: none"> <li>● System Administrator</li> <li>● GIS Department</li> </ul>



## Install and Configure Hardware and Operating System

**Task Description**

After Customer receives the server hardware, Motorola's systems engineer will install the server at Customer site, and install and configure the operating system. The systems engineer will also help Customer configure the GIS server to accommodate Esri® Network Analyst, which is necessary if Customer wants routing and closest unit dispatching capabilities.

**Deliverables**

- Servers installed and configured

**Prerequisites**

- Addresses for servers and VPN identified
- Server location, equipment, and supply of power provided

**Completion Criteria**

This task will be complete when Motorola has installed and configured the Linux or Windows server and operating system, conducted initial tests of the equipment, corrected any material problems or deficiencies, and established connectivity to Motorola's Flex headquarters.

Motorola	Customer
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>● Install Linux or Windows server and operating system at Customer site</li> <li>● Configure database storage space allocation</li> <li>● Guide Customer through network configuration</li> <li>● Conduct initial tests of the equipment and correct any problems or deficiencies</li> <li>● Establish connectivity to Motorola's Flex headquarters</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>● Facilitate installation of Linux or Windows server</li> <li>● Set up disaster recovery solution</li> <li>● Configure network</li> <li>● Assist with establishing connectivity to Motorola's Flex headquarters</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>● Project manager</li> <li>● Systems engineer</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>● System administrator</li> <li>● IT department</li> </ul>

## Install Core Flex Application

### Task Description

After installing the servers and configuring the operating system and database storage, Motorola's systems engineer will install the core Flex application and the Flex side of interfaces. The systems engineer will configure the database environments and create the initial administrative user accounts.

Motorola will provide Customer with Mobile and Flex client applications. Customer is responsible for installing the client application on the mobile and desktop computers.

### Deliverables

- Installation of Flex applications, as specified in the Agreement
- Installation of Flex components of external interfaces
- Installation of Flex Mobile client application

### Prerequisites

- Hardware installed

### Completion Criteria

This task will be complete when Motorola has installed the core Flex applications, created the training user accounts and administrative accounts, initiated the installation of external interfaces, and performed the tests required for end user training and Go-live.

Motorola	Customer
<b>Responsibilities</b> <ul style="list-style-type: none"> <li>● Install core Flex applications</li> <li>● Configure databases (live and training)</li> <li>● Create administrative user accounts</li> <li>● Create training user accounts</li> <li>● Initiate installation of external interfaces</li> </ul>	<b>Responsibilities</b> <ul style="list-style-type: none"> <li>● Install Flex client application on PCs</li> <li>● Install Flex Mobile client application on mobile computers</li> </ul>
<b>Required Staff</b> <ul style="list-style-type: none"> <li>● Systems engineer</li> </ul>	<b>Required Staff</b> <ul style="list-style-type: none"> <li>● IT personnel</li> <li>● System administrator</li> </ul>

## Configure StateLink/NCIC, E9-1-1, LiveScan and Other External Interfaces

### Task Description

Motorola installs the NCIC and E9-1-1 interfaces with configuration parameters set to default values. While most external interfaces require only configuration prior to execution, these interfaces require additional technical and administrative steps for operability.

Motorola will install the State Link and Mobile StateLink NCIC interface. Customer, however, is responsible for obtaining a state connection and obtaining state user and terminal ORIs. Should Customer require assistance, Motorola can help with the process. Together, Motorola and Customer will enter the ORI and terminal information and test the connection.

Motorola will install the E9-1-1 interface. To configure this interface, Motorola will require a sample ANI/ALI data stream from Customer, as well as dispatch terminal IP addresses and a port for connectivity to the ANI/ALI box. After receiving this information and the required connectivity, Motorola will configure the E9-1-1 interface and, together with Customer, will test the connection to verify the correct data stream and format transfers to the CAD screens.

Motorola will also install and test all other external interfaces specified in the Agreement. The development process for other interfaces will include programming, testing, and demonstrating to Customer the successful completion of all included interfaces and software modifications, as set forth in the Agreement.

### Deliverables

- Installation, configuration, and testing of StateLink and Mobile State Link StateLink/NCIC, E9-1-1, and LiveScan interfaces

### Prerequisites

- Methods of connectivity defined
- Contact information for all third party vendors

### Completion Criteria

This task will be complete when Motorola and Customer have tested the StateLink and Mobile StateLink/NCIC, E9-1-1 interface, LiveScan interface, and other external interfaces included in the Agreement and they are installed and working correctly in all material respects.



Motorola	Customer
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>● StateLink Interface <ul style="list-style-type: none"> <li>– Install StateLink/NCIC interface</li> <li>– Work with Customer to enter ORI and terminal information</li> <li>– Test StateLink/NCIC interface</li> </ul> </li> <li>● E9-1-1 Interface <ul style="list-style-type: none"> <li>– Install interface</li> <li>– Configure ANI/ALI connection to Flex</li> <li>– Verify data stream/format to CAD screens</li> </ul> </li> <li>● Other External Interfaces <ul style="list-style-type: none"> <li>– Serve as prime contractor to develop interfaces</li> <li>– Test and successfully demonstrate completion to Customer</li> <li>– Update interface and system Documentation, as necessary</li> </ul> </li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>● StateLink Interface <ul style="list-style-type: none"> <li>– Obtain state connection</li> <li>– Obtain state user and terminal ORIs</li> <li>– Work with Motorola to enter ORI and terminal information</li> <li>– Test StateLink and Mobile StateLink State/NCIC interface</li> </ul> </li> <li>● E9-1-1 Interface <ul style="list-style-type: none"> <li>– Provide ANI/ALI port for connection</li> <li>– Provide dispatch computer IP addresses</li> <li>– Verify data stream/format to CAD screens</li> </ul> </li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>● Project manager</li> <li>● Systems engineer</li> <li>● Development (programmers)</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>● IT department</li> <li>● Any applicable third party vendors</li> <li>● System administrator</li> </ul>

## Conduct Project Team Training

**Task Description**

Motorola will conduct a three-day training course for Customer's project team. Part of this training includes an overview of the purchased application. During the overview, Motorola will demonstrate the functionality of the various modules.

**Deliverables**

- Project team training

**Prerequisites**

- Server installation complete
- Training room set up with server connectivity

**Completion Criteria**

This task will be complete when the parties have concluded project team training.

<b>Motorola</b>	<b>Customer</b>
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>● Project team training (system overview)</li> <li>● Demonstrate Flex application</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>● Provide appropriately equipped training location</li> <li>● Ensure appropriate personnel attend project team training</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>● Project manger</li> <li>● Trainer</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>● Project team</li> <li>● Trainer</li> </ul>

## Conduct System Administration Training

### Task Description

Motorola will conduct the following system administration training courses:

- Specialist Flex application administration (3 days)
- Module-specific administration training, as appropriate

System administration training includes training to set up, enter, and administer the operational and administrative code tables. Following training, Customer will be responsible for entering code tables. Customer must enter data before user training begins. Motorola will provide training on user/group setup, including granting system privileges.

Additionally, Customer should have a good draft of its data entry standards. During this training, Motorola will work with Customer to review and finalize the data entry standards. Following training, Customer will be responsible for formalizing data entry standards. This task must be complete before user training begins.

### Deliverables

- System administration training per the training plan

### Prerequisites

- Flex application installation
- Project team training
- Customer completion of data entry standards

### Completion Criteria

This task will be complete when Motorola has provided the system administration training per the training plan.

Motorola	Customer
<b>Responsibilities</b> <ul style="list-style-type: none"> <li>● System administrator training</li> <li>● Module administration training</li> <li>● Code table setup training</li> </ul>	<b>Responsibilities</b> <ul style="list-style-type: none"> <li>● Provide properly equipped location</li> <li>● Ensure personnel attend training</li> <li>● Finalize data entry standards</li> <li>● Enter code tables</li> </ul>
<b>Required Staff</b> <ul style="list-style-type: none"> <li>● Trainer</li> </ul>	<b>Required Staff</b> <ul style="list-style-type: none"> <li>● Project manager (as needed)</li> <li>● Project team</li> <li>● System administrator</li> <li>● IT personnel</li> <li>● Department managers (as needed for code tables decisions)</li> </ul>



## Conduct Follow Up Map Training and Final Map Setup Training

**Task Description**

Motorola GIS trainers will conduct multiple (as needed) training sessions to review the geofile map build and direct the necessary GIS modifications. These trainers will identify areas where the maps could be improved and assist Customer with any issues or problems it is experiencing.

Prior to Go-live, Motorola will conduct a final review session to assess the condition of Customer map data and ensure it is ready for go live.

**Deliverables**

- GIS professional services (consulting)
- Final map review

**Prerequisites**

- Flex application installation
- System administration training
- Significant progress on Customer map build

**Completion Criteria**

This task will be complete when the final map is prepared and ready for Go-live.

Motorola	Customer
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>● Provide map build assistance to Customer</li> <li>● Assist with final map review and go live preparation</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>● Map build and GIS modifications</li> <li>● Perform final map review</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>● Trainer (GIS)</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>● GIS department</li> <li>● System administrator</li> </ul>

## Conduct End User Training

**Task Description**

Motorola will conduct end user training per the mutually agreed upon training plan.

**Deliverables**

- End user training

**Prerequisites**

- Functional testing completed
- Interfaces installed and configured

**Completion Criteria**

This task will be complete when Motorola has provided all end user training per the training plan.

Motorola	Customer
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>● Provide end user training per the training plan</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>● Provide training facilities and equipment</li> <li>● Ensure appropriate personnel attend each training class</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>● Trainers</li> </ul>	<ul style="list-style-type: none"> <li>● Required Staff</li> <li>● All employees (end users)</li> </ul>



## Cutover to Live Operation

### Task Description

Motorola trainers will be onsite to assist Customer with cutover to live operation (Go-live).

On the day of cutover to live operation, Motorola will facilitate a Go-live kickoff ensuring all tasks are completed and Customer personnel are prepared for pre and post-cutover roles.

After cutover, Motorola's trainers will assist Customer personnel with initial live database entry, providing guidance and training as needed. The trainers will troubleshoot live database problems that may arise and make minor configuration modifications as Customer makes initial database entries and enacts entire work processes in the live environment.

Motorola's project manager and trainers will hold meetings with Customer project team, as needed, to discuss concerns and issues that arise.

Customer's system administrators, project team, and other "supervisory users" shall be present to provide guidance to Customer personnel needing additional assistance. Customer personnel are free to ask questions. The system administrators, project team, and other supervisory users should report issues and concerns they encounter to Motorola's trainers and project manager, who will incorporate the issues and concerns into daily meetings and one-on-one training.

### Deliverables

- Trainers onsite for Go-live

### Prerequisites

- Completion of all previous tasks

### Completion Criteria

This task will be complete once live operation of the entire System has commenced and the other tasks described above been completed.

Motorola	Customer
<b>Responsibilities</b> <ul style="list-style-type: none"> <li>● Facilitate Go-live kickoff meeting (first day of Go-live)</li> <li>● Assist with initial live database entry</li> <li>● Observe operations and troubleshoot live database problems</li> <li>● Make minor modifications as needed</li> <li>● Work one-on-one with individuals</li> </ul>	<b>Responsibilities</b> <ul style="list-style-type: none"> <li>● Ensure appropriate personnel attend Go-live kickoff meeting</li> <li>● Provide guidance to individuals who need extra assistance</li> <li>● Relay issues and concerns to Motorola</li> </ul>
<b>Required Staff</b> <ul style="list-style-type: none"> <li>● Project manager</li> <li>● Systems engineer</li> <li>● Trainers</li> </ul>	<b>Required Staff</b> <ul style="list-style-type: none"> <li>● Project manager</li> <li>● All employees (end users)</li> </ul>



## Perform Site Audit and Analysis

**Task Description**

Approximately a few weeks following cutover to live operation, a Motorola trainer will be onsite to observe how Customer personnel are using the System. The trainer will be available to answer any follow up questions and provide additional training to enhance user capabilities, showing the users alternative ways to use the System.

**Deliverables**

- Onsite analysis and training for up to three days

**Prerequisites**

- Go-live operations

**Completion Criteria**

This task will be complete after the Motorola trainer has conducted the site audit and analysis.

Motorola	Customer
<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>● Answer follow up questions</li> <li>● Show users alternative ways to use the system</li> </ul>	<p><b>Responsibilities</b></p> <ul style="list-style-type: none"> <li>● Communicate questions or concerns</li> </ul>
<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>● Trainer</li> </ul>	<p><b>Required Staff</b></p> <ul style="list-style-type: none"> <li>● Applicable staff</li> </ul>

**Major Milestones**

- Agreement signing
- Hardware delivery/Core installation
- Project team training/Administration training complete
- Interfaces
- End user training complete
- Go-live complete

SECTION 3

# PROPOSAL PRICING

## Unalaska Department of Public Safety Purchased Products and Services

**Quote Date:** 12/15/2022  
**Expiration Date:** 2/28/2023  
**Prepared By:** Larsen Grabenkort

Solution	Price
Integrated System Core and Master Tables (Hub)	\$55,363
Computer-Aided Dispatch Suite	\$123,936
Records Management Suite	\$133,230
Jail Management Suite	\$54,111
Mobile Data Computing Suite	\$78,249
<b>Software &amp; Implementation Subtotal</b>	<b>\$444,889</b>
Hardware	\$49,015
<b>Software, Implementation and Hardware Subtotal</b>	<b>\$493,904</b>
<b>Sourcewell Discount (#051321-MOT )-10%</b>	<b>(49,390.40)</b>
<b>Additional Discount (Executed contract by February 28<sup>th</sup>, 2023)</b>	<b>(38,501.60)</b>
	<b>Grand Total:</b> \$406,012
	<b>2<sup>nd</sup> Year Maintenance*:</b> \$31,750

\*Annual Maintenance begins one year after software go-live (1<sup>st</sup> year included)

<b>Maintenance Costs Over Five Years</b>	
<b>Year 1 Post Go-Live</b>	Included
<b>Year 2 Post Go-Live</b>	\$31,750
<b>Year 3 Post Go-Live</b>	\$33,020
<b>Year 4 Post Go-Live</b>	\$34,340
<b>Year 5 Post Go-Live</b>	35,714
<b>5 Year Total Cost</b>	\$134,823

<b>Not Included</b>
<p><b>*Note:</b> While the items below are not included in this preliminary quote (unless otherwise specified), Motorola Solutions can work with our partners to provide them, based on further discussions of your agency's exact needs.</p> <ul style="list-style-type: none"> <li>• Esri desktop licensing</li> <li>• Networking hardware and any required workstations unless listed in the price table above</li> <li>• Third party software requirements</li> <li>• Any applicable taxes</li> </ul>

<b>Exhibit B Notes</b>
<p>This quote includes the following:</p> <ul style="list-style-type: none"> <li>• First-year (12 months) maintenance and comprehensive warranty coverage, which begin at Go-live</li> <li>• Upgrades and enhancements included</li> <li>• All costs associated with travel and per diem for onsite implementation, installation, project management, and training</li> </ul>

<b>Services</b>	
<b>Implementation Analyst</b>	<b>Included</b>
<ul style="list-style-type: none"> <li>• Conduct initial business process review (BPR)</li> <li>• Conduct administration training on all purchased products</li> <li>• Serve in a lead trainer capacity as required</li> </ul>	
<b>End User Trainer</b>	<b>Included</b>
<ul style="list-style-type: none"> <li>• Provide classroom instruction, written exams, and supervised repetition of system use in a training environment</li> </ul>	
<b>Admin Trainer</b>	<b>Included</b>
<ul style="list-style-type: none"> <li>• Conduct administration training and setup on all purchased products (this role may be filled by the Implementation Analyst, depending on customer needs)</li> <li>• Serve in a lead trainer capacity as required</li> </ul>	
<b>Go-live Assistance</b>	<b>Included</b>
<ul style="list-style-type: none"> <li>• Project Manager and training personnel provide hands-on assistance before and after Go-live to ensure a successful transition to Flex</li> </ul>	

<b>Installation Technician</b>	<b>Included</b>
<ul style="list-style-type: none"> <li>● Install, test, adjust, and perform preliminary configuration of operating system for Flex</li> <li>● Manage server configuration, oversee core system installation, and coordinate installation of external interfaces</li> </ul>	
	<b>Services Price: Included</b>

<b>Warranty / Maintenance / Support</b>	
<b>Updates, Enhancements, and Bug Fixes</b>	<b>Included</b>
<ul style="list-style-type: none"> <li>● As a standard business practice, Spillman offers updates and enhancements with the annual maintenance cost</li> <li>● Customers can take advantage of continually improving technology for the lifetime of the partnership</li> <li>● Agencies are not required to update their solution when an enhancement is released, and Spillman supports Flex up to two versions back</li> </ul>	
<b>Warranty</b>	<b>Included</b>
<ul style="list-style-type: none"> <li>● Provides ongoing software maintenance that includes updates, enhancements, bug fixes, and support services</li> </ul>	
<b>Support Services</b>	<b>Included</b>
<ul style="list-style-type: none"> <li>● Includes toll-free hotline support, software support, bug fixes, first-year support, and software release updates</li> <li>● Software is modified to fix identified bugs at no additional cost to the customer</li> <li>● Conduct training in the Knowledge Center</li> <li>● Submit support requests 24/7 and track their status from your MySpillman account</li> </ul>	
	<b>Suite Price: Included</b>

## Customer Contact

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

Name: Chief Jay King

Address: 29 Safety Way, Unalaska, AK 99685

Phone: (907) 581-1233

Email: jking@ci.unalaska.ak.us

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

Name: Chief Jay King

Address: 29 Safety Way, Unalaska, AK 99685

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

Name: Chief Jay King

Address: 29 Safety Way, Unalaska, AK 99685

Phone: (907) 581-1233

## Payment Milestones

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. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

Milestone	Milestone Detail	Percentage
1	Execution of Contract	50%
2	Final Acceptance	50%

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Maintenance and Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.



SECTION 4

# CONTRACT DOCUMENTS

Contract documents are in the following pages.



## Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Motorola radio communications equipment and services (Public Safety Software); and

WHEREAS, Sourcewell (“Sourcewell”), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell’s cooperative purchasing contracts (“Participating Entities”); and

WHEREAS, on July 23, 2021, Sourcewell and Motorola entered into a contract identified as 051321-MOT, (the “Contract”), which provides that Participating Entities may purchase radio communications equipment (Public Safety Software) from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6.B of the Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of radio communications equipment and services (Public Safety Software) from Motorola by Customer.

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

### 1. Agreement.

**1.1. Scope; Agreement Documents.** This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

**1.2. Order of Precedence.** Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

### 2. Products and Services.

**2.1. Products.** Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis

("Subscription Software") to Customer, to the extent each is set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as "Products", or individually as a "Product". At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

## 2.2. Services.

2.2.1. Motorola will provide services related to purchased Products ("**Services**"), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations ("**Sites**"), agreed upon by the Parties ("**Integration Services**"), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under

this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

**2.5. Documentation.** Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

**2.6. Motorola Tools and Equipment.** As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

**2.7. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

**2.8. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

**2.9. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

### **3. Term and Termination.**

**3.1. Term.** The term of this MCA (“**Term**”) will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

**3.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

**3.3. Suspension of Services.** Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.

**3.4. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.

### **4. Payment and Invoicing.**

**4.1. Fees.** Fees and charges applicable to the Products and Services (the “**Fees**”), which includes the Sourcewell administrative fee, will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Motorola will pay Sourcewell’s administrative fee in accordance with the payment terms of the Motorola/Sourcewell Contract dated July 23, 2021. Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

**4.2. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, “**Taxes**”), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola

for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

**4.3. Invoicing.** Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

## **5. Sites; Customer-Provided Equipment; Non-Motorola Content.**

**5.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

**5.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

**5.3. Site Issues.** Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.4. Customer-Provided Equipment.** Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately

notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.5. Non-Motorola Content.** In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

## **6. Representations and Warranties.**

**6.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

**6.2. Motorola Warranties.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

**6.3. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

**6.4. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

**6.5. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

## **7. Indemnification.**

**7.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

**7.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and 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. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

- 7.2.1. 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 Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

**7.3. Customer Indemnity.** Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

## **8. Limitation of Liability.**



**8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “**MOTOROLA PARTIES**”) WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA’S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

**8.2. DIRECT DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES’ TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

**8.3. ADDITIONAL EXCLUSIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER’S OR ANY AUTHORIZED USER’S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

**8.4. Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

**8.5. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

## **9. Confidentiality.**

**9.1. Confidential Information.** “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to

Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**9.2. Obligations of Confidentiality.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

**9.3. Exceptions.** Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

**9.4. Ownership of Confidential Information.** All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

## **10. Proprietary Rights; Data; Feedback.**

**10.1. Data Definitions.** The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users

for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer’s use of the Products and Services or by Motorola’s support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; “**Customer Data**” means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; “**Third-Party Data**” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**Motorola Data**” means data owned or licensed by Motorola; “**Feedback**” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**10.2. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

**10.3. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

**10.4. Processing Customer Data.**

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's and its subcontractors' use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

**10.5. Data Retention and Deletion**. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

**10.6. Service Use Data**. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer

represents and warrants to Motorola that it has complied and will continue to comply with this Section.

**10.7. Third-Party Data and Motorola Data.** Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

**10.8. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

**10.9. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

## **11. Force Majeure; Delays Caused by Customer.**

**11.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

**11.2. Delays Caused by Customer.** Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

**12. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

**12.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

**12.2. Negotiation; Mediation.** Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including 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). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the 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. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

**12.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

### **13. General.**

**13.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

**13.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“**Auditor**”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

**13.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

**13.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

**13.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

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

**13.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

**13.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

**13.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

**13.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

**13.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

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

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

**Motorola: Motorola Solutions, Inc.**

**Customer: [REDACTED]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

**1. Addendum.** This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

### **2. Delivery of Equipment and Licensed Software.**

**2.1. Delivery and Risk of Loss.** Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

**2.2. Delays.** Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

**2.3. Beta Services.** If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

### **3. Licensed Software License and Restrictions.**

**3.1. Licensed Software License.** Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its

Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

**3.2. Subscription License Model.** If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

**3.3. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

**3.4. Copies.** Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software’s license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

**3.5. Resale of Equipment.** Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

#### 4. Term.

**4.1. Term.** The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

**4.2. Termination.** Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

**4.3. Equipment as a Service.** In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

**5. Payment.** Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola’s delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

#### 6. Representations and Warranties; Liability.

**6.1. Motorola Warranties.** Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from

material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. As Customer’s sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola’s sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

**6.2. ADDITIONAL EXCLUSIONS.** IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

**6.3. Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

**7. Copyright Notices.** The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

**8. Survival.** The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

## Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

**1. Addendum.** This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

### **2. Delivery of Subscription Software.**

**2.1. Delivery.** During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

**2.2. Modifications.** In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

**2.3. User Credentials.** If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

**2.4. Beta Services.** If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the

duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

### **3. Subscription Software License and Restrictions.**

**3.1. Subscription Software License.** Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

**3.2. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

### **4. Term.**

**4.1. Subscription Terms.** The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under

this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

**4.2. Term.** The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

**4.3. Termination.** Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

**4.4. Wind Down of Subscription Software.** In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

## **5. Payment.**

**5.1. Payment.** Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

**5.2. License True-Up.** Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of

licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

## **6. Liability.**

**6.1. ADDITIONAL EXCLUSIONS.** IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

**6.2. Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

**7. Motorola as a Controller or Joint Controller.** In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at [https://www.motorolasolutions.com/en\\_us/about/privacy-policy.html#privacystatement](https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement), as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

**8. Survival.** The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**



## Software Products Addendum

This Software Products Addendum (this “SPA”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this SPA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

**1. Addendum.** This SPA governs Customer’s purchase of certain Motorola software Products, including Software Systems, and will form part of the Parties’ Agreement. A “**Software System**” is a solution that includes at least one command center software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the MCA, other Addenda may be applicable to the Software System or other software Products, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as further described below. This SPA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Software System or other software Products purchased under this SPA and not with respect to other Products and Services.

### **2. Software Systems; Applicable Terms and Conditions.**

**2.1. On-Premise Software System.** If Customer purchases an “on-premises Software System,” where Equipment and Licensed Software are installed at Customer Sites or on Customer-Provided Equipment, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites or on Customer-Provided Equipment are subject to the EPSLA. On-premises Software Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Software System Warranty** (the “**System Warranty**”). In connection with the on-premises Software System, Customer may also purchase additional Subscription Software that integrates with its on-premises Software System (e.g., CommandCentral Aware) (each, an “**Add-On Subscription**”). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

**2.2. On-Premise Software System as a Service.** If Customer purchases an “on-premises Software System as a service,” where Equipment and software Products are installed at Customer Sites or on Customer-Provided Equipment, and such software is generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software will be subject to the SSA and not the EPSLA. Any (a) Equipment purchased, (b) firmware preinstalled on such Equipment, and (c) Microsoft operating system Licensed Software are subject to the EPSLA. On-premises Software Systems as a service described in this Section are provided as a service and, accordingly, do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

**2.3. Cloud Hosted Software System.** If Customer purchases a “cloud hosted Software System,” where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), including CommandCentral Products, then

such Subscription Software is subject to the SSA. Any Equipment purchased in connection with a cloud Software System is subject to the EPSLA. Cloud hosted Software Systems described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

**2.4. Services.** Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Software System are subject to the MCA, and as described in the applicable Ordering Document.

**3. Software System Completion.** Any Software System described in an Ordering Document hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the applicable Ordering Document) (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("**Product Completion Date**"), which may occur before the System Completion Date. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. This Section applies to Products purchased as part of a Software System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

**4. Payment.** Customer will pay invoices for the Products and Services covered by this SPA in accordance with the invoice payment terms set forth in the MCA. Fees for Software Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Software System, the Ordering Documents for a Software System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration ("**Post-Deployment Services**"). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

**5. On-Premises Software System Warranty.** Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date for an on-premises Software System described in **Section 2.1 – On-Premises Software System**, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue

for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this SPA.

**6. Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Content with or in connection with a Software System or other software Product provided by Motorola under this SPA, without the express written permission of Motorola.

**7. API Support.** Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“API”) offered sold in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

**8. Support of Downloaded Clients.** If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

**9. Applicable End User Terms.** Additional license terms apply to third-party software included in certain software Products which are available online at [www.motorolasolutions.com/legal-flow-downs](http://www.motorolasolutions.com/legal-flow-downs). Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

**10. Additional Terms for On-Premise Software System as a Service.** The terms set forth in this **Section 10 – Additional Terms for On-Premise Software System as a Service** apply in the event Customer purchases an on-premises Software System as a service under this SPA.

**10.1. Transition to Subscription License Model.** If the Parties mutually agree that any on-premises Subscription Software purchased under this SPA as part of an on-premises Software System as a service will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time which the Parties execute the applicable Ordering Document, (a) the licenses granted to such on-premises Subscription Software under the applicable Ordering Document will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of the SSA and this SPA.

**10.2. Transition Fee.** Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 10.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees for the applicable hosted Subscription Software are subject to the SSA and the applicable Ordering Document, and may be greater than Fees paid by Customer for on-premises Subscription Software.

**10.3. Software Decommissioning.** Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

**11. Additional Terms for CAD and Records Products.** The terms set forth in this **Section 11 – Additional Terms for CAD and Records Products** apply in the event Customer purchases any Computer Aided Dispatch (“CAD”) or Records Products under this SPA.

**11.1. Support Required.** Customer acknowledges and agrees that the licenses granted by Motorola under the Agreement to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products, and this SPA or the applicable Ordering Document.

**11.2. CJIS Security Policy.** Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“CJIS”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

**12. Additional Cloud Terms.** The terms set forth in this **Section 12 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.

**12.1. Data Storage.** Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

**12.2. Data Retrieval.** Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

**12.3. Availability.** Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal.

**12.4. Maintenance.** Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

**13. Survival.** The following provisions will survive the expiration or termination of this SPA for any reason: **Section 1 – Addendum; Section 2 – Software Systems; Applicable Terms and Conditions; Section 6 – Prohibited Use; Section 9 – Applicable End User Terms; Section 13 – Survival.**

## **Flex Maintenance and Support Addendum**

This Flex Maintenance and Support Addendum ("Addendum"), is between Motorola Solutions, Inc., ("Motorola"), and \_\_\_\_\_ ("Customer").

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

### **Section 1: Definitions**

- 1.1 **"Coverage Hours"** means the hours between 5:00 a.m. and 6:00 p.m., Mountain Time, Monday through Friday, excluding regularly scheduled holidays of Motorola.
- 1.2 **"Documentation"** means all written or electronic user documentation for the Software provided by Motorola to Customer. Documentation does not include Motorola marketing materials.
- 1.3 **"Enhancement"** means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Motorola may designate Enhancements as minor or major, depending on Motorola's assessment of their value and of the function added to the preexisting Software.
- 1.4 **"Error"** means any failure of the Software to conform in all material respects to its functional specifications as published from time to time by Motorola, subject to the exceptions set forth in Section 4.
- 1.5 **"Error Correction"** means either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.
- 1.6 **"Primary Agreement"** means the agreement to which this Addendum is attached.
- 1.7 **"Releases"** means new versions of the Software, including all Error Corrections and Enhancements.
- 1.8 **"Response Time"** means six (6) or less Coverage Hours, from the time Customer first notifies Motorola of an Error until Motorola initiates work toward development of an Error Correction.
- 1.9 **"Software"** means the package of Motorola computer program(s), interfaces and/or data, in machine-readable form only, as well as related materials, including Documentation, initially or subsequently licensed by Customer. Software also includes all Utilities, modifications, new Releases and Enhancements. "Software" specifically excludes Third Party Software, except to the extent otherwise expressly stated in this Addendum.
- 1.10 **"System Application Administrator"** means an agent of Customer appointed by Customer, who has been certified on the Software by Motorola, pursuant to the procedures set forth in Section 6 hereof, and is able to communicate effectively with

Motorola support personnel in the description and resolution of problems associated with the Software.

- 1.11 **“Support Term”** means the entire period during which Customer is receiving support services for the Software under the terms of this Support Addendum, beginning on the installation date of the Software. Support services are included during the Software’s Warranty Period, as defined in Section 6.1 of Motorola’s Software License Agreement, which is the “Initial Support Term.” Thereafter, the Support Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant to Section 8 hereof. In no event, however, shall the Support Term extend beyond the term of the Software License.
- 1.12 **“Third Party Software”** means software owned by third parties, whether (i) licensed by the third party to Motorola for distribution to Motorola’s customers with the Software, such as mapping software, database software, paging software or open source software, or (ii) separately acquired by Customer as necessary or appropriate for use in conjunction with the Software, such as word processors, spreadsheets, terminal emulators, etc.
- 1.13 **“Utilities”** means the software utilities and tools provided by Motorola as part of the Software, including Motorola’s XML Query, ODBC interface and implementation code, ctpperl, dbdump, and dbload, as well as any other software utilities provided by Motorola in connection with the Software.

## **Section 2: Eligibility For Support**

- 2.1 **Support Termination.** Motorola’s obligation to provide the support and maintenance services described in this Support Addendum with respect to the Software may be terminated pursuant to Section 8.2.2 or suspended, at Motorola’s discretion, if at any time during the term of this Support Addendum any of the following requirements are not met:
- 2.1.1 The Software License must remain valid and in effect at all times;
  - 2.1.2 The Software must be operated on a hardware platform, operating system and version approved by Motorola; and
  - 2.1.3 Customer must be current on payment of maintenance and support fees.
- 2.2 **SAA Replacement.** Motorola may require Customer to appoint a new Motorola Application Administrator (“SAA”) in order to continue receiving support services or increase Customer’s support fees, if Motorola reasonably determines that the acting SAA does not have the training or experience necessary to communicate effectively with Motorola support personnel.

## **Section 3: Scope of Services**

During the Support Term, Motorola shall render the following services in support of the Software, during Coverage Hours:

- 3.1 **Support Center.** Motorola shall maintain a Support Services Control Center capable of receiving from the SAA reports of any software irregularities, and requests for assistance in use of the Software.

- 3.2 **Services Staff.** Motorola shall maintain a trained staff capable of rendering support services set forth in this Support Addendum.
- 3.3 **Error Correction.** Motorola shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Motorola in accordance with Motorola's standard reporting procedures. Motorola shall, after verifying that such an Error is present, initiate work within the Response Time in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Motorola shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction and Motorola shall include the Error Correction in all subsequent Releases of the Software. Motorola supports two (2) versions back from the most recent release version. However, Motorola may, but is not obligated to, provide Error Corrections for any version of the Software other than the most recent Release.
- 3.4 **Software Releases.** Motorola may, from time to time, issue new Releases of the Software to its Customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Motorola so elects, major Enhancements. Motorola reserves the right to require additional license fees for major Enhancements. Motorola shall provide Customer with one copy of each new Release, without additional charge. Motorola shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Motorola's current Fee Schedule.
- 3.5 **Enhancements.** Motorola shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Motorola and Customer.

#### **Section 4: Services Not Covered by this Support Addendum**

The services identified in this section are NOT covered by this Support Addendum. Motorola strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Motorola products. Motorola may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

- 4.1 **Third Party Products.** Motorola will not provide support for any third party products, including hardware, or support for hardware failure due to the use of any third party products. Motorola may in its discretion provide first-line support for Third Party Software distributed by Motorola; if not, Motorola will refer Customer to the vendor of such software for resolution of support issues.
- 4.2 **Customized Interfaces and Software.** Motorola's standard support does not include support for any custom interfaces or other customized Software developed by Motorola or any third party for Customer. Support and maintenance services for customized Software are subject to an additional support fee, if agreed in writing between the parties. Such support and maintenance services include bug fixes and minor modifications to the custom interface or software. They do NOT include major revisions or rewrites, such as those required to make a custom interface work with a new or upgraded version of the applicable third party software. Custom interfaces and support therefore are specific to the



designated version of the applicable third party software or system. Any major changes to such third party software or system will require a new custom quote for Motorola to modify the custom interface to work with the new version of the third party software or system. Motorola's support fees may also differ for the new version of the custom interface.

- 4.3 **Network Failures.** Motorola will not provide support for any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- 4.4 **Data Recovery.** Motorola's standard support does not include restoration and/or recovery of data files and/or the operating system. Motorola will, upon request of Customer and subject to its then-current fees for such services, use reasonable efforts to assist Customer in recovering lost data.
- 4.5 **Unauthorized Use.** Motorola will not provide support where the problem arises out of any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Customer's or a third party's use of the Utilities or any software not specifically licensed by Motorola to Customer for use in connection with the Software. Any assistance provided by Motorola in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Software by Customer (or by a third party with Customer's knowledge) may result, at Motorola's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Support Addendum, and/or loss of rights to upgrades under this Support Addendum.
- 4.6 **Database Modifications.** Motorola will not provide support for any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from Customer's utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.
- 4.7 **Misuse or Damage.** Motorola will not provide support for Software problems caused by Customer misuse, alteration or damage to the Software or Customer's combining or merging the Software with any hardware or software not supplied by or identified as compatible by Motorola, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or Third Party Software or hardware malfunction.
- 4.8 **Operating System.** Motorola is not responsible for supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches, or for providing assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- 4.9 **Onsite Visits.** Onsite service visits to Customer's facility by Motorola are subject to additional charges, as set forth in Section 7.5.
- 4.10 **Printers.** Motorola is not responsible for supporting printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Motorola.

## Section 5: Obligations of Customer

- 5.1 **Software Connectivity.** Customer must maintain and provide, at no cost to Motorola, a CJIS-approved broadband internet connection to the server used with the Software, 24 hours per day, 7 days per week, to facilitate remote support utilities enabling Motorola support personnel to connect to and provide assistance with the server used with the Software. Third party connectivity tools, such as client VPN software, which must be installed on Motorola equipment, cannot be required by Customer.
- 5.2 **Customer Representative During Onsite Visits.** Customer's SAA or another authorized representative of Customer must be present when any onsite support is provided. Customer agrees that if such representative is not present when the Motorola representative arrives onsite, the Motorola representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for Motorola's expenses relating to the visit. If Motorola's on-site support person determines that changes to Customer's system (hardware or software) are required or advisable, it will inform Customer's representative. If such representative is not authorized to make or approve changes to Customer's system, as applicable, Customer will promptly make available such a person.
- 5.3 **English Language.** All communications between Customer and Motorola must be in the English language.
- 5.4 **SAA Assignment.** Customer is responsible for providing one or more qualified Motorola Application Administrators as described in Section 6 hereof. At least one authorized representative, identified to Motorola by Customer in writing with contact information, must be available at all times; however, after-hours availability is required only when and if Customer is requesting after-hours support from Motorola.
- 5.5 **Security.** Customer is responsible for providing all network and server security.
- 5.6 **Error Information.** Customer must provide Motorola with information sufficient for Motorola to duplicate the circumstances under which an Error in the Software became apparent.
- 5.7 **CJIS Compliance.** Customer is responsible for its own adherence to the FBI Criminal Justice Information Services (CJIS) Security Policy, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (to the extent applicable) and any other applicable security and privacy laws and regulations. Motorola will reasonably cooperate with Customer in connection therewith.

## Section 6: SAA and Support Contact Requirements

- 6.1 **Certification.** Customer's designated SAA must be certified by Motorola within one year of the date of Customer's cutover to live operation of the Software ("Go-live"). The designated SAA must meet the following requirements in order to certify at the basic level:
  - 6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Software:

- i. System Introduction – Inquiry,
- ii. System Introduction – Data Entry & Modification,
- iii. Basic System Administration, and
- iv. General training applicable to the Software used by Customer.

6.1.2 Pass the Basic SAA exam within one year after the agency's Go-live date.

- 6.2 **SAA Training Costs.** Customer will be responsible for the costs of such training, including any course fees, travel, and lodging expenses.
- 6.3 **SAA and Support Contact Information.** Contact information for Customer's SAA(s) and other authorized support contacts must be provided by Customer to Motorola's Technical Services department. Any changes to Customer's SAA and support contacts names and contact information must be promptly provided to Motorola's support department.
- 6.4 **Qualifications.** Each designated SAA and Customer support contact must be qualified to address, or have other support resources to address, without the aid of Motorola, all problems relating to hardware, software, or operating system not directly associated with the Software.

## Section 7: Fees and Charges

- 7.1 **Support Fees.** During the Initial Support Term, support services are included as part of the initial purchase price paid by Customer. Thereafter, Customer shall pay Motorola the applicable support fees or Motorola support invoice, and any other charges or fees described herein. Motorola reserves the right to change its support fee, effective upon no less than 90 days written notice to Customer prior to the end of the current annual period.
- 7.2 **Support Fee Invoices.** Motorola shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which those charges and expenses accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate of eighteen (18) percent per year or the highest rate allowed by applicable law, whichever is less.
- 7.3 **Equipment Fees.** Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks, and other products necessary to operate the Software.
- 7.4 **After-Hours Charges.** Customer agrees to pay additional charges according to the Motorola Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.
- 7.5 **Onsite Support** If Customer requests onsite support services, Customer shall reimburse Motorola for all labor, travel, and related expenses incurred by Motorola in providing such support services.

7.6 **Additional Fees.** Additional support fees may be required by Motorola if there is a significant increase in Customer's size with respect to use of the Software. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement, if applicable. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within thirty (30) days of the date of the invoice for such fees. Such fees will be prorated, based upon the date during the contract year the increase in Customer's size occurred. Additionally, Motorola may adjust support fees based on changes in (1) additional licenses or modules purchased by Customer, (2) Customer's hardware, (3) the Coverage Hours selected by Customer, or (4) Customer's violation of the restrictions set forth in Section 4.5 hereof.

7.6.1 **Inflation Adjustment.** At the end of the first year of the Addendum and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

## **Section 8: Termination**

8.1 **Automatic Termination.** This Support Addendum shall automatically terminate immediately upon termination of the Software License for any reason.

8.2 **Termination by a Party.** Either party may terminate this Support Addendum as follows:

8.2.1 If either Motorola or Customer provides a written notice to the other party, at least 90 days prior to the end of the then-current Support Term, of its intent to terminate this Support Addendum at the end of such Support Term; or

8.2.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this Support Addendum and the offending party has not cured such breach within the 30-day notice period.

8.3 **Final Invoicing upon Termination.** Following termination of this Support Addendum, Motorola shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

## **Section 9: General**

9.1 **Incorporation of Additional Terms.** The terms of Section 2.1 (Products); Section 6.5 (Warranty Disclaimer); Section 8 (Limitation of Liability); Sections 9 & 10 (Confidentiality and Proprietary Rights); Section 12 (Disputes); and all of the General provisions in Section 13 are hereby incorporated into this Agreement by reference.

**END**



## MEMORANDUM

TO: Chris Hladick, Interim City Manager  
THROUGH: Clay Darnell, Interim Finance Director  
FROM: Tom Cohenour, Director of Public Works  
DATE: December 14, 2022  
SUBJECT: Sole-Source Request – Motorola Solutions

---

This memorandum supports a sole-source procurement of Department of Public Safety Records Management System (MUNIS PROJECT PS23A) from Motorola Solutions. This sole-source request meets the criteria established in the City's Purchasing Policy as set out below.

**PURCHASING POLICY** City of Unalaska Policy #14-0803, Section 1.h. Sole-Source Procurement i: A contract may be awarded without competition when the following circumstances are evident: ... A provider of supplies or services is providing another Alaska municipality, the State of Alaska, or the United States, with supplies or services following a competitive pricing procedure and the city contract is on substantially the same terms as those obtained by the other governmental entity's competitive pricing procedure. The City may also contract with or through such governmental entity so that the benefit of the competitive pricing procedure accrues to the City.

Motorola Solutions is an approved vendor with Sourcewell under their contract #051321-MOT. Sourcewell is a service cooperative established by Minnesota Statute as a local unit of government, and is authorized to provide a Cooperative Purchasing Program to participating entities, including the City of Unalaska. <https://www.sourcewell-mn.gov/cooperative-purchasing/051321-mot#tab-products-and-services>. Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments. Staff believes this fits the Sole-Source criteria of the Purchasing Policy.

Staff believes the pricing we will receive from Motorola Solutions under their Sourcewell contract will be the most competitive and the timeline for implementing the project will be expeditious. If Sole-Sourcing approval is received, the Department will work with Motorola Solutions to refine the scope of work and the final cost will be determined at that time. A budget amendment request will be made to fund the purchase.

The Department appreciates your consideration of this Sole-Source Request. If our purchase rationale meets the Policy's mandate, please sign and date below, and forward this request on to the City Manager so that they may indicate their decision and return this document to me for our files. Thank you.

Approved  Finance Director \_\_\_\_\_ Date \_\_\_\_\_

Approved  City Manager \_\_\_\_\_ Date 12-14-2022

---

---

## MEMORANDUM TO COUNCIL

---

---

To: Mayor and City Council Members  
From: Tom Cohenour, Director of Public Works  
Bob Cummings, City Engineer  
Lori Gregory, DPW/DPU Administrative Operations Manager  
Through: Chris Hladick, Interim City Manager  
Date: December 27, 2022  
Re: Ordinance 2022-22: A Budget Amendment Request adding \$386,400 in grant fund from the Denali Commission and \$12,246 in Water Proprietary Fund Unrestricted Net Earnings to MUNIS Project WA22D – Captains Bay Road Waterline Extension Project

---

---

**SUMMARY:** This budget amendment request will recognize \$386,400 in Denali Commission grant revenue and increase MUNIS Project WA22D by that amount as well as appropriate \$12,246 in Water Proprietary Fund Unrestricted Net Earnings for the required grant match.

**PREVIOUS COUNCIL ACTION:** Council funded the Captains Bay Road Waterline Extension Project via Ordinance 2022-06, Budget Amendment #4 to the FY22 Capital & Operating Budget, on May 24, 2022, which recognized \$800,000 in ARPA grant revenue and transferred it into the Project's budget, MUNIS Project WA22D. Proposed Resolution 2022-55 to award the design of the project to Regan Engineering, P.C. is on the December 27, 2022, Council Agenda.

**BACKGROUND:** Unalaska Water Utility's 2.6 million gallon, 38' tall Pyramid Creek Storage Tank must maintain a minimum level of 29' to provide water to the North Pacific Fuel (NPF) area along Captains Bay Road, currently served by a WWII-era 6" wood stave pipe which tees from the Pyramid Creek mainline, travels over a hill, and then down the Pyramid Creek Valley. The crest of the hill along the pipe's route is near the 29' elevation of the tank, resulting in the need for the tank's level to be maintained at 29' or higher for sufficient pressure to exist to serve the NPF area. The wood stave pipe serving the NPF area leaks at a rate of 216,000 gallons per day or 78.8 million gallons per year, which adds stress and expense to the City's water system. This project will design a new 16' water main from Westward Seafoods, Inc. to the newly proposed Trident facility along Captains Bay Road which will allow NPF to be served by the City's main distribution network. This project will also help the City plan for future utility extension work to the new Trident facility as well as any current and future customers between Westward and Trident. Additionally, the City will be able to fully utilize the capacity of the water tank as well as properly maintain the tank by allowing NPF to be served by the groundwater wells during non-processing seasons.

A grant application was submitted to the Denali Commission in April of 2022. The original grant application requested \$1.6 Million to assist with the design, permitting and construction of a 16" watermain extension to NPF from Westward that had a total cost of \$4.9 Million. The balance of the funds required for this project would be supplied from ARPA and proprietary funds. In August 2022 the Denali Commission notified the City that they were granting a partial award to cover the design and permitting portion of this project in the amount of \$386,400. The budget proposal included in the grant application estimated that \$482,500 would be required for the design and permitting. However, in the period between the grant application submission and partial award two important pieces of information came to light. First, Trident announced that they were

seriously considering a major development beyond OSI that would require water service. Second, we got a cost estimate from Regan Engineering, P.C. for this work and it was around \$250,000 which was substantially less than the grant amount. The City subsequently had discussions and requested Denali Commission to expand the scope of the grant to include the waterline extension design to the new Trident facility as the Denali Commission was not interested in partially funding the construction portion of this project. The Denali Commission accepted this request. The City reviewed a cost proposal from Regan Engineering, P.C. for this expanded scope and obtained sole-sourcing approval from the City Manager.

**DISCUSSION:** Providing a secure and safe water supply is critical to the community and Unalaska’s current and future seafood processing industry. The decommissioning of the last remaining wood stave pipe system and the full utilization of the Pyramid Valley Water Storage Tank has long been a community priority. Staff sought and received \$386,400 in Denali Commission Grant funds to be used for the design and permitting of the project. The grant award will be used to fund the \$398,646 agreement with Regan Engineering, P.C. to design the Project. Required matching funds from the Water Proprietary Fund Unrestricted Net Earnings in the amount of \$12,246 are also requested for the Project via this Budget Amendment request. The Project’s budget, upon approval, will consist of \$12,246 in City funds, ARPA funding of \$800,000, and Denali Commission Infrastructure Grant Program funds of \$386,400.

**ALTERNATIVES:** No prudent alternative to this budget amendment request is foreseen.

**FINANCIAL IMPLICATIONS:** The proposed new budget is set forth below: [this is an embedded pic of this file: [122722%20BA.xlsx](#)]. The entire project is funded by grants with the exception of the matching funds in the amount of \$12,246, which will be funded by the Water Proprietary Fund Unrestricted Net Earnings.

ACCT DESCRIPTION	G/L CODE	ORIGINAL BUDGET	THIS REQUEST	REVISED BUDGET
Engineering and Architectural	511A50253-53240 WA22D	\$ 250,000.00		\$ 250,000.00
Engineering and Architectural			\$ 386,400.00	\$ 386,400.00
Engineering and Architectural	51125053-53240 WA22D		\$ 12,246.00	\$ 12,246.00
Other Professional	511A2053-53300 WA22D	\$ 50,000.00		\$ 50,000.00
Construction Services	511A2053-54500 WA22D	\$ 495,000.00		\$ 495,000.00
General Supplies	511A2053-56100 WA22D	\$ 5,000.00		\$ 5,000.00
<b>Total Expenses:</b>		<b>\$ 800,000.00</b>	<b>\$ 398,646.00</b>	<b>\$ 1,198,646.00</b>

**LEGAL:** Not applicable

**STAFF RECOMMENDATION:** Staff recommends approval.

**PROPOSED MOTION:** “I move to adopt Ordinance 2022-22 and schedule it for second reading and public hearing on January 10, 2023.”

**CITY MANAGER COMMENTS:**

**ATTACHMENTS:** Denali Commission Grant Award documents



**Denali Commission**  
510 L Street, Suite 410  
Anchorage, AK 99501

907.271.1414 (T)  
907.271.1415 (F)  
888.480.4321 (TF)  
[www.denali.gov](http://www.denali.gov)

August 15, 2022

Tom Cohenour, Director  
City of Unalaska, Public Works Department  
PO Box 610  
Unalaska, Alaska 99685

\*\*\*\*Delivered via email to [tcohenour@ci.unalaska.ak.us](mailto:tcohenour@ci.unalaska.ak.us)\*\*\*\*

**RE: Wood Stave Pipe Replacement – Partial Funding for Design Fee**

Dear Mr. Cohenour,

We received your recent application in response to Funding Opportunity Announcement DC-WP-22-001. Thank you for submitting. We are pleased to inform you that the Denali Commission has approved your request for **up to \$386,400**.

Please note that this letter does not authorize you to incur costs or otherwise obligate Denali Commission funds. A fully executed Financial Assistance Award is your authorizing document. Denali Commission Program Manager Kristin Reardon will reach out to you shortly to finalize the details of your award. In the meantime, if you have any questions regarding this award, please feel free to contact Kristin at 907-271-1414 or [kreardon@denali.gov](mailto:kreardon@denali.gov).

Congratulations on your successful application. We at the Denali Commission look forward to working with you on this project and offer our best wishes for your success.

Sincerely,

*Garrett Boyle*

Garrett Boyle  
Federal Co-Chair

cc: Kristin Reardon, Denali Commission Program Manager



# Financial Assistance Award



## Denali Commission

510 L Street, Suite 410, Anchorage, AK 99501

P. (907) 271-1414 F. (907) 271-1414 www.denali.gov


Award Number	1722-00	Award Title	Captains Bay Road Waterline Extension	
Period of Performance	January 1, 2023 to December 31, 2023	Recipient Organization & Address		
Authority	112 Stat 1854	CITY OF UNALASKA 43 RAVEN WAY UNALASKA, AK 996850610	Phone # 90735941860 UEI UPLNLMPG5BV9 TIN 92-0036399	
CFDA Number	90.100			

### Cost Share Distribution Table

Administrative Code	New Funding		Prior Funding		Total
	Denali Commission	Other Contributors	Denali Commission	Other Contributors	
95670000	\$386,400.00		\$0.00		<b>\$386,400.00</b>
City of Unalaska		\$12,246.00		\$0.00	<b>\$12,246.00</b>
Total	\$386,400.00	\$12,246.00	\$0.00	\$0.00	<b>\$398,646.00</b>

This Financial Assistance Award approved by the Federal Co-Chair of the Denali Commission constitutes an obligation of federal funding.

This award is not for Research and Development.

Signature of Authorized Official - Denali Commission	Typed Name and Title	Date
 Electronically Signed on Project Database	Garrett Boyle Federal Co-Chair	12/14/2022

## AWARD ATTACHMENTS

1722

CITY OF UNALASKA

---

- 1 - Terms and Conditions
- 2 - Scope of Work
- 3 - Budget and Funding Summary

**Financial Assistance Award Terms and Conditions  
Between the Denali Commission and the City of Unalaska  
For Captains Bay Road Waterline Extension  
Award No. 1722  
November 2022**

**1. Project Summary**

- a. Scope of Work: Design and permit a waterline extension along Captains Bay Road
- b. Deliverables: Final design drawings  
Required permits
- c. Budget: The Commission is making \$386,400 available for the project via this Financial Assistance Award (FAA). This amount includes direct, indirect, and pre-award costs (if any) authorized pursuant to [2 CFR 200.458](#). The City of Unalaska is contributing \$12,246 for design. For construction, the City of Unalaska intends to use American Rescue Plan Act and proprietary funds equal to about \$7.5 million. All Commission funding is intended to be used for the scope of work identified in this FAA only. Any funds remaining after the full scope of work has been completed must be returned to the Commission consistent with [2 CFR 200.345](#).
- d. Delivery Method: The City of Unalaska will administer the award and hire a consultant to carry out the engineering and geotechnical studies, develop the final design, and obtain the required permits.
- e. Performance Period: The Period of Performance for this FAA is 1 January 2023 through 31 December 2023. In accordance with [2 CFR 200.309](#) Recipients can only incur obligations or costs against this FAA during the Period of Performance, unless specifically authorized in the Special Provisions (Section 14 of this document). If a project cannot be completed within the approved Period of Performance, an extension request must be made in accordance with the Commission's [Recipient Guidelines and Requirements \(RGR\)](#).
- f. Place of Performance and Beneficiaries: The place of performance is Unalaska, Alaska. Unalaska has a population of 4,254, nearly eight percent of whom identify as American Indian and Alaska Native in some way (Source: [2020 Decennial Census](#)). The community of Unalaska will benefit from the project. The City of Unalaska is:
  - not identified as a distressed community in the Commission's [2021 Distressed Communities Report](#)
  - identified as an Environmentally Threatened Community in the Commission's [2019 Statewide Threat Assessment](#)
  - not identified as disadvantaged per the Council on Environmental Quality's [Climate and Economic Justice Screening Tool](#)

See attached Scope of Work and Budget and Funding Summary for more detailed information.

## **2. Project Reporting and Commission Site Visits**

Progress reports and a Closeout Report are required under this FAA. Progress reports must be submitted at the frequency stipulated in the Special Provisions. The Closeout Report must be completed within 90 days of the end of the Period of Performance. All reports must be submitted via the [Denali Commission Project Database System](#).

Commission staff or agents of the Commission may make visits to the project site and/or home office to monitor progress during and/or after the Period of Performance. The Recipient must coordinate and make information available as necessary to facilitate any such site visits.

Refer to the [Recipient Guidelines and Requirements](#) document for further information related to reports and site visits.

## **3. Payments**

Payments under this FAA will be made in accordance with [2 CFR 200.305](#) by electronic transfer in response to a [Standard Form 270 \(SF-270\)](#) "Request for Advance or Reimbursement", submitted by the Recipient. At a minimum, all SF-270s must include summary cost information on all applicable cost categories. Detailed documentation is required for any single expenditure greater than \$50,000. If Pre-Award Costs and/or Advance Payments are authorized under this FAA, the Special Provisions will indicate so. Requests for reimbursements may be made as needed.

Refer to the [Recipient Guidelines and Requirements](#) document for further information about submitting SF-270s.

## **4. Modifications**

In accordance with [2 CFR 200.308](#), the Recipient must report deviations in project scope, budget, delivery method, schedule, or site conditions and request prior approvals from the Commission's Program Manager. The Recipient must also submit written requests to the Program Manager for the replacement of Key Staff identified in the Special Provisions.

Refer to the [Recipient Guidelines and Requirements](#) document for further information about modifying a Financial Assistance Award.

## **5. Financial Management, Record Keeping, Internal Controls, and Audits**

The Recipient must have financial management and record keeping systems that are consistent with [2 CFR 200.302](#). If the Recipient is a State organization, it must expend and account for FAA funds in accordance with applicable State laws and procedures for expending and accounting for the State's own funds.

The Recipient must establish and maintain effective internal controls with respect to this FAA that are consistent with [2 CFR 200.303](#).

In accordance with [2 CFR 200.501](#), Recipients that expend \$750,000 or more of federal funds in a year must have a single or program-specific audit conducted for that year.

Refer to the [Recipient Guidelines and Requirements](#) document for further information about financial management, record keeping, internal controls and audits.

## **6. Direct and Indirect Costs**

All direct costs must be allowable, allocable, and reasonable. Indirect costs must be allocable based on accepted accounting policies and practices and in accordance with the Recipient's Negotiated Cost Rate Agreement (NCRA), as applicable. Recipients without a NCRA may apply the 10 percent de minimis rate to their [Modified Total Direct Costs \(MTDC\)](#). Indirect costs must be specifically included as a line item or identified with appropriate notes in the approved budget.

Refer to [2 CFR 200 Subpart E \(Cost Principles\)](#) and the [Recipient Guidelines and Requirements](#) document for further information on direct and indirect costs.

## **7. Sub-Awards**

All sub-awards and contracts issued by the Recipient under this FAA must comply with [2 CFR 200.331](#) and [332](#).

## **8. Procurements**

- a. States: In accordance with [2 CFR 200.317](#), when procuring property and services under this FAA, a State Recipient must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State Recipient must also comply with [2 CFR 200.322](#), and ensure that every purchase order or contract includes any clauses and provisions required by [2 CFR 200.326](#).
- b. Other Non-Federal Entities: All other non-Federal Recipients, including subrecipients of a State, must follow their own documented procurement procedures, provided that the procedures conform to applicable Federal law and the standards in [2 CFR 200.318](#) through [200.326](#).

Refer to the [Recipient Guidelines and Requirements](#) document for further information about procurement.

## **9. Acknowledgement of Support**

The Recipient must name the Denali Commission as a financial contributor and project/program partner in all media correspondence related to the work supported by this FAA. If Commission funds are used for construction, the

Recipient must also display a sign at the construction site that acknowledges the Commission's support.

Refer to the [Recipient Guidelines and Requirements](#) document for further information on this subject.

#### **10. Real Property and Equipment**

The Disposition requirements and restrictions set forth in [2 CFR 200.310](#) through [200.316](#) apply, unless specifically altered in the Special Provisions to this FAA.

Any real property reporting requirements apply in accordance with [2 CFR 200.329](#) will be stipulated in the Special Provisions to this FAA.

#### **11. Conflict of Interest**

In accordance with [2 CFR 200.112](#), the Recipient must disclose in writing any potential conflicts of interest to the Commission. In addition, [2 CFR 200.318](#) requires that Recipients maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts.

Refer to the [Recipient Guidelines and Requirements](#) document for further information on this subject.

#### **12. Denali Commission Policies**

Recipients may be required to comply with certain published Denali Commission policies, which can be found in the [Recipient Guidelines and Requirements](#) document. Any specific requirements or deliverables related to these policies will be stipulated in the Special Provisions to this FAA.

#### **13. Laws and Regulations**

Recipients are required to comply with all applicable Federal laws and regulations. General categories of potentially applicable laws and regulations are summarized below. Refer to the [Recipient Guidelines and Requirements](#) document for further information on specific laws and regulations that may apply.

- a. Debarment and Suspension
- b. Whistle-blower Protection
- c. Non-Discrimination
- d. Lobbying and Propaganda
- e. Environmental
- f. Drug-Free Workplace
- g. Travel
- h. Human Rights
- i. Animal Welfare
- j. Executive Compensation
- k. Build America, Buy America Act

#### 14. Other Provisions

- a. The United States expressly disclaims any and all responsibility or liability to the Recipient or sub-recipients for the actions of the Recipient or sub-recipients resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this FAA, including sub-awards, contracts, or sub-contracts issued in connection with this FAA.
- b. To the maximum extent practicable, considering applicable laws, the Recipient shall accomplish the project contemplated by this FAA using local Alaska firms and labor.
- c. All terms and conditions contained in this FAA apply to any sub-recipient under this FAA.
- d. Failure to comply with the provisions of this FAA or maintain satisfactory performance may result in additional FAA conditions pursuant to [2 CFR 200.207](#). This includes but is not limited to: temporarily withholding of payments pending the correction of the deficiency; disallowance of project costs; wholly or partially suspending or terminating the FAA. In addition, failure to comply with the provisions of this FAA may also have a negative impact on the Recipient's eligibility for future Federal awards.

#### 15. Special Provisions

Progress Reports: Progress reports must be submitted on a quarterly basis via the [Denali Commission Project Database System](#). The first reporting period is 1 January 2023 to 31 March 2023, and quarterly thereafter.

Pre-Award Costs: Authorized

Match Requirement: As noted on the Budget and Funding Summary

Advance Payments: Not applicable (NA)

Key Staff: Bob Cummings, City Engineer

Denali Commission Policies:

*Investment Guidance Policy*: Initiatives and projects developed pursuant to this FAA shall maximize match funding and long-term benefits to Alaska

*Sustainability Policy*: Initiatives and projects developed pursuant to this FAA shall include analysis that shows the initiative/project will be sustainable

*Community Planning Policy*: Initiatives and projects developed pursuant to this FAA shall be consistent with local and regional planning documents

*Open Door Policy*: Any facilities developed pursuant to this FAA shall be available to all potential users

*Private Enterprise Policy*: Initiatives and projects developed pursuant to this FAA shall not compete with private interests

*Competitive Bid Policy:* Where multiple Alaska-based vendors can complete the required work, Recipients are encouraged to pursue a competitive bid; price competition is required for all contracts over \$3 million

National Environmental Policy Act (NEPA): Type A5 Categorical Exclusion per Denali Commission NEPA Implementing Procedures published in [45 CFR Part 900](#) on 1 October 2016. Therefore, no further NEPA documentation is required.

Cooperative Agreement: NA

Equipment Disposition: NA

Insurance: The Denali Commission must be named additional insured on the General Liability Insurance Policy of the **City of Unalaska**, the General Liability Insurance Policy of the prime architectural/engineering firm(s) retained to design the project, the Liability Insurance Policy of the first tier construction firm(s) who will construct the project, and the Liability Insurance Policy of all other independent professional service firms (e.g., land surveyors, geotechnical engineers, etc.) with a primary role on the project.

Bonds: Bonding in accordance with [2 CFR 200.326](#), as applicable.

Ownership and Site Control: The **City of Unalaska** must develop and execute all necessary agreements required to establish site control and/or right of access to property affected by execution of the project, as applicable.

Davis Bacon Wages: NA

Climate Change: The Recipient is encouraged to consult the American Society of Civil Engineers [Manual of Practice 140 Climate-Resilient Infrastructure: Adaptive Design and Risk Management](#).

Infrastructure Resilience: Simple use of historical environmental data to inform design work may not be appropriate. The Recipient and their design professionals shall judiciously account for the potential for increased rates of permafrost thaw, coastal/riverine erosion, and flooding during the design life of the project, as applicable.

Real Property Disposition: When the original ownership or lease arrangements for the real property improvements change, or when the real property improvements are no longer needed for the originally authorized purpose, the Recipient must contact the Commission for approvals and/or disposition instructions in accordance with [2 CFR 200.311](#).

Real Property Reporting: The Recipient must report on the status of real property every two years, to begin at the end of the performance period for the life of the project in accordance with [2 CFR 200.330](#).



**16. Program Manager, Financial Manager & Other Contact Information**

<b>Denali Commission</b>	<b>City of Unalaska</b>
Kristin Reardon Program Manager 510 L Street, Suite 410 Anchorage, AK 99501 Phone: 907-271-5239 Fax: 907-271-1415 E-mail: kreardon@denali.gov	Bob Cummings City Engineer PO Box 610 Unalaska, AK 99865 Phone: 907-359-1860 Email: bcummings@ci.unalaska.ak.us
Janet Davis Grants Management Officer 510 L Street, Suite 410 Anchorage, AK 99501 Phone: 907-271-3036 Fax: 907-271-1415 E-mail: jdavis@denali.gov	Kelly Tompkins PMFA Accountant PO Box 610 Unalaska, AK 99865 Phone: 907-581-1251 Email: ktompkins@ci.unalaska.ak.us

\*\*\*

**Financial Assistance Award 1722  
Between the Denali Commission and the City of Unalaska  
For Captains Bay Road Waterline Extension  
Scope of Work dated 14 November 2022**

a. Scope of Work:

This project covers engineering design and permitting of a waterline extension from Westward Seafood, Inc. to Trident Seafoods Development along Captains Bay Road to allow North Pacific Fuels and others to be served by the City of Unalaska's main distribution network. This will allow the City to utilize the full capacity of the existing Pyramid Creek Water Storage Tank as well as allow proper tank maintenance. In addition, this improvement will ensure continuous water service to all industrial and residential customers. The existing 6-inch World War II era wood stave pipe will be abandoned in lieu of a new 16-inch water main along Captains Bay Road. The World War II era wood stave pipe leaks at a rate of 150 gallons per minute, adding considerable stress and expense to the City's water system.

b. Deliverable:

Complete permitted and bid-ready stamped contract documents sufficient to define the work and payment methods necessary for construction. Conformed drawings will be prepared to incorporate changes made during the bid process.

c. Budget:

See attached Budget and Funding Summary dated 14 November 2022.

d. Delivery Method:

The City will administer the award and hire a consultant to carry out the engineering and geotechnical studies, develop the final design, and obtain the required permits. All work will be accomplished in accordance with the terms and conditions of the City's standard agreement for engineering services on a lump sum basis for a Not-to-Exceed amount.

e. Schedule:

<u>Task</u>	<u>Description</u>	<u>Completion Date</u>
Engineering Design	Consultant to develop final design documents	September 2023
Stakeholder Outreach and Permitting	City/Consultant to carry out stakeholder outreach and work with state and federal agencies to secure all necessary permits	December 2023

BUDGET				
Line	Item	Provided By	Amount	Basis/Notes
1	Engineering Design (waterline from Westward Seafood, Inc. to Trident Seafoods Development)	Consultant	\$357,865	Based on proposal from Regan Engineering to the City of Unalaska dated 14 October 2022
2	Survey (waterline from Offshore Systems, Inc. to Trident Seafoods Development)	Consultant	\$40,781	Based on proposal from Regan Engineering to the City of Unalaska dated 14 October 2022
3	Total Direct Costs		\$398,646	
4	Indirect Costs		\$0	City of Unalaska not taking indirect on this project; direct costs cover consultant fees
5	Total		\$398,646	

FUNDING				
Line	Source	Award or Reference	Amount	Notes
6	Denali Commission	This Action	\$386,400	Funded via Denali Commission Infrastructure Fund
7	City of Unalaska Funds	City	\$12,246	
8	Total Funding Available as of this Action		\$398,646	

---

---

## MEMORANDUM TO COUNCIL

---

---

To: Mayor and City Council Members  
From: Steve Tompkins, Director of Public Utilities  
Bob Cummings, City Engineer  
Through: Clay Darnell, Interim Finance Director  
Bil Homka, Acting City Manager  
Date: December 27, 2022  
Re: Ordinance 2022-22: Creating budget amendment #4 to the fiscal year 2023 budget, providing \$105,000 in additional monies to procure, install and configure Pyramid Water Treatment Plant Inline Micro Turbine Improvements.

---

---

**SUMMARY:** This budget amendment request seeks Council's approval to transfer \$105,000 in Water Proprietary Fund Revenue into MUNIS Project WA17C, the Pyramid Water Treatment Plant Inline Micro Turbines Project, in order to fund installation of improvements that increase the performance of the plant in certain failure scenarios.

**PREVIOUS COUNCIL ACTION:** Council funded the Pyramid Water Treatment Plant design and construction in 2010 – 2014, which included additional space in the process bay for eventual installation of the Pyramid Water Treatment Plant Inline Micro Turbine Project. Council provided \$50,000 from Water Proprietary Revenue to create the current project in the FY2017 CMMP through Ordinance 2016-12, adopted on May 24, 2016. On March 12, 2019, by Resolution 2019-12, Council approved the award of Phase II (scoping, 15% design, and equipment manufacturer selection) to Rentricity, Inc. Council further approved \$2,052,284 in funding for Phase III (complete bid package preparation, permitting, and construction) and Phase IV (hydro turbine generator installation and commissioning) via Ordinance 2019-09 on September 10, 2019. When the five bids were opened on May 28, 2020, the low bid was \$151,413 more than the construction cost estimate, so an additional \$159,735 was requested on Ordinance 2020-13, passed and adopted on July 28, 2020.

**BACKGROUND:** Staff have identified a potential bottleneck in the original plant design as installed that would limit flow to 1200 gallons per minute (1.7 million gallons per day) in the very unlikely event of a double failure in the equipment. Preferring to take a very conservative approach regarding water supply risk management, staff asked for an engineered solution that would continue to provide adequate flow to meet industrial water needs under a broader range of failure scenarios. Additionally, an improved method to measure the flow discharged to Icy Creek was discovered that involves small modifications to the existing valves. The ability to accurately measure the flow to Icy Creek is required by the Alaska Department of Conservation in the event that water is discharged not as a result of water treatment but rather electrical production.

**DISCUSSION:** The proposed modifications will allow uninterrupted water supply to all customers even during seasons of high-water demand in the unlikely double failure scenario and allow for additional electrical production during periods when water treatment is not needed. After installation of this equipment, staff will request the Alaska Department of Environmental Conservation to permit discharge of excess raw water back to the creek, allowing maximum electrical production even in times of low water demand where there is adequate supply. Even with these additional monies, this project still has an estimated payback period of 11 years, with a four-fold investment return over the expected life of the hydro turbine generators.

The proposed budget amendment also includes a small 5% contingency. The window to install this equipment is limited to approximately 45 days between April 15, 2023 and June 1, 2023. Water demand during this window is low enough to allow shutting down the Pyramid Water Treatment Plant, servicing the water demand from the drinking water wells in the valley. Having a small contingency in place will allow the work to proceed if any unforeseen expenses occur.

**ALTERNATIVES:** Council could decide not to approve the requested budget amendment in its entirety which would preclude adding the engineered plant improvements.

**FINANCIAL IMPLICATIONS:** The revised project budget was \$2,212,019. Staff requests an additional \$105,000 for purchase and installation of engineered improvements to better perform over a wider range of failure scenarios. The proposed revised budget and request for the project is set forth below:

MUNIS PROJECT WA17C - PYRAMID WTP MICRO TURBINES PROJECT							
DESCRIPTION	REVISED BUDGET	EXPENSED	ENCUMBERED	PENDING ENCUMBRANCES	AVAILABLE BUDGET	THIS REQUEST	PROPOSED REVISED BUDGET
Engineering & Architectural	\$ 478,120	\$ 466,062	\$ 11,980	\$ -	\$ 79	\$ -	\$ 478,120
Other Professional	\$ 39,000	\$ 38,731	\$ 269	\$ -	\$ -	\$ 36,000	\$ 75,000
Construction Services	\$ 1,430,943	\$ 1,420,494	\$ 10,449	\$ -	\$ -	\$ 14,000	\$ 1,444,943
Telephone / Fax / TV	\$ 622	\$ 622	\$ -	\$ -	\$ -	\$ -	\$ 622
Advertising	\$ 1,439	\$ 1,439	\$ -	\$ -	\$ -	\$ -	\$ 1,439
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000
Machinery & Equipment	\$ 261,895	\$ 261,895	\$ -	\$ -	\$ -	\$ 50,000	\$ 311,895
	\$ 2,212,019	\$ 2,189,242	\$ 22,699	\$ -	\$ 79	\$ 105,000	\$ 2,317,019

**LEGAL:** Not applicable

**STAFF RECOMMENDATION:** Staff recommends Council adopt Ordinance 2022-22 to allow engineered improvements to be purchased and installed, adding to the City's renewable energy portfolio and providing a return on investment. Improved flow calculation model will be submitted to ADEC to permit maximum electrical production, regardless of water demand.

**PROPOSED MOTION:** I move to schedule Ordinance 2022-22 for a second reading and public hearing on January 10, 2023.

**CITY MANAGER COMMENTS:**

**ATTACHMENTS:** Equipment Quote Analysis & Comparison (1 page)

# WA17C WTP Micro Turbines Project - Engineered Improvements Cost Study (3 Vendors)

V-234 A - 16" Cla-Val		
Quantity	Description	Part Number
1	<b>Pilot kit for 16" 6399G-05BCSVYKX Electronic interface pressure reducing and solenoid shutoff valve with manual bypass and manual hydraulic bypass (Integral controller type), stainless steel pilot system, 120 VAC CS2 stainless steel solenoid control, 2-30 psi sprig In CRD and Crd34, X101 Position Indicator, KK = 2-way solenoid w/ manual bypass.</b>	
Included	CRD-34 w/2-30 Psi Range,	Included
Included	CRD w/2-30 psi range	Included
Included	X101C Valve Position Indicator	Included
Included	110 Vac NC Solenoid	Included
Notes	This is a complete new pilot system to replace everything on the valve with a new pilot system attached to the right.	

V-234 B-8" (existing condition=6" reduced port) Cla-Val		
Quantity	Description	Part Number
1	1/2" CRU, Bronze trim, SS trim w/20-200 spring	20840402K
1	X101C Valve Position Indicator	8097906F
1	110 VAC N/C Solenoid w/manual bypass valve	N/A
Notes	These are the parts to be added to the current pilot system to add relief override and visual position indication. The solenoid is already on the valve.	

1	8" 100G-01KCO Hytrol Valve (all internal parts + KO Trim)	
1	8" 100G-01KO Hytrol Valve (all internal parts - Standard Trim) Epoxy Coated	
1	price difference for Stainless Steel Diaphragm Washer	

V-238 16" Cla-Val		
Quantity	Description	Part Number
1	110 VAC N/O Solenoid w/ manual bypass valve	N/A
1	110 VAC N/C Solenoid w/manual bypass valve	N/A
1	X-117D Valve position indicator	N/A
2	X141-PT Electronic Pressure Transmitters	21433804G
1	X35 Flow Calculation Module	21446908D-OTC
1	CRA, Bronze body, SS trim, w/2-30 psi range	7974406G
	Process Tubing/Fittings	N/A
Notes	These are the parts needed to add sustaining override and flow measurement. These parts should be added to the back side of the valve in place or in addition to the manual system. The current electrical system should be kept as is. The X117D currently on the valve should be rewired to the X35.	

- option #1 Use existing reduced port V234B but with added topworks
- option #2 New 8" full port PRV for V234B with KO trim and epoxy coated diaphragm
- option #3 New 8" full port PRV for V234B without KO trim and epoxy coated diaphragm
- option #4 New 8" full port PRV for V234B with KO trim and stainless diaphragm washer
- option #5 New 8" full port PRV for V234B without KO trim and stainless diaphragm washer
- All options All options include modifications for V234A & V238 (approx. \$15,000)

Core&Main	Paramount	Ferguson
\$ 10,890.00	\$ 10,327.50	\$ 12,039.34
\$ 10,890.00	\$ 10,327.50	\$ 12,039.34
\$ 10,890.00	\$ 10,327.50	\$ 12,039.34

Core&Main	Paramount	Ferguson
\$ 765.00	\$ 707.50	\$ 797.18
\$ 565.00	\$ 462.50	\$ 536.74
\$ 1,330.00	\$ 1,170.00	\$ 1,333.92
\$ 20,150.00	\$ 19,470.00	\$ 19,903.50
\$ 15,100.00	\$ 14,419.60	\$ 14,740.65
\$ 4,280.00	\$ 3,237.50	\$ 4,939.89

Core&Main	Paramount	Ferguson
\$ 10,890.00	\$ 10,327.50	\$ 12,039.34
\$ 1,330.00	\$ 1,170.00	\$ 1,333.92
\$ 21,480.00	\$ 20,640.00	\$ 21,237.42
\$ 16,430.00	\$ 15,589.60	\$ 16,074.57
\$ 25,760.00	\$ 24,877.50	\$ 26,177.31
\$ 20,710.00	\$ 19,827.10	\$ 21,014.46
\$ 5,575.00	\$ 5,132.00	\$ 6,128.36

Core&Main	Paramount	Ferguson
\$ 17,795.00	\$ 16,629.50	\$ 19,501.62
\$ 37,945.00	\$ 36,099.50	\$ 39,405.12
\$ 32,895.00	\$ 31,049.10	\$ 34,242.27
\$ 42,225.00	\$ 40,337.00	\$ 44,345.01
\$ 37,175.00	\$ 35,286.60	\$ 39,182.16

Totals