

**Lee County Board Of County Commissioners**  
**Agenda Item Summary**

Blue Sheet No. : 20041168

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the automatic renewal of Contract No. 1923 and approve the new Service Agreement with Motorola Inc. for the 800 MHZ Trunked Radio System, in the amount of \$681,590.40 for a period of one (1) year, effective October 1, 2004 - September 30, 2005.

**WHY ACTION IS NECESSARY:** Board approval required.

**WHAT ACTION ACCOMPLISHES:** Provides the Public Safety Division continued maintenance services for the 800 MHZ Trunked Radio System.

**2. DEPARTMENTAL CATEGORY:**

7. Independent  
 COMMISSION DISTRICT #:

*C7A*

**3. MEETING DATE:**

*09-28-2004*

**4. AGENDA:**

- CONSENT
- \_\_\_\_\_ ADMINISTRATIVE
- \_\_\_\_\_ APPEALS
- \_\_\_\_\_ PUBLIC
- \_\_\_\_\_ WALK ON
- \_\_\_\_\_ TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

- (Specify)
- \_\_\_\_\_ STATUTE
  - \_\_\_\_\_ ORDINANCE
  - ADMIN. CODE AC-4-4
  - \_\_\_\_\_ OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER \_\_\_\_\_
- B. DEPARTMENT \_\_\_\_\_
- C. DIVISION Public Safety
- BY: John Wilson, Director *JW*

**7. BACKGROUND:**

On March 7, 1990, the Board approved the purchase of a County-wide 800 MHZ Trunked Radio System from Motorola Inc. and again on September 25, 2001 the Board approved a waiver for the radio maintenance contract. The Public Safety Division entered into a Service Agreement (Contract #1923) with Motorola Inc.. As part of the original agreement continued maintenance services is required.

In this agreement it stipulates "This Agreement will renew, for an additional one year term, on every anniversary of the start date unless either party notifies the other of its intention to discontinue the agreement". Thereafter the Board has approved the automatic renewal of the Service Agreement.

We are therefore requesting the Board approve the automatic renewal of the Service Agreement with Motorola Inc. for the Public Safety 800 MHZ Trunked Radio System, in the amount of \$681,590.40 for a period of one (1) year, effective October 1, 2004 - September 30, 2005.

Funds will be available in account #KF5290352000.504680

Attachment: 1. 4 Originals - Service Agreement.

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>Levin 9/14/04</i>				G County Manager
					OA	OM	Risk	GC	
<i>JW 9/14/04</i>	<i>JW 9/17/04</i>	N/A		<i>Levin 9/14/04</i>	<i>PM 9/14/04</i>	<i>9/17/04</i>	<i>all the</i>	<i>9/14/04</i>	<i>for HAS 9-16-04</i>

**10. COMMISSION ACTION:**

- \_\_\_\_\_ APPROVED
- \_\_\_\_\_ DENIED
- \_\_\_\_\_ DEFERRED
- \_\_\_\_\_ OTHER

Rec. by CoAtty  
 Date: *9/13/04*  
 Time: *1:00*  
 Forwarded To:  
*Budget 9/13/04 MSB*

RECEIVED BY  
 COUNTY ADMIN: *JM*  
*9/13/04*  
*3:35 PM*  
 COUNTY ADMIN  
 FORWARDED TO:  
*9/16/04*  
*430*



# SERVICE AGREEMENT

Attn: National Service Support  
1307 East Algonquin Road  
Schaumburg, IL 60196  
(800) 247-2346

Date: 6/23/2004

Agreement Order #: 0504013690064  
Supersedes Agreement #(s): 314002643,....

Company Name: <u>Lee County Board of County Commissioners</u>
Attn: <u>Michael Bridges</u>
Billing Address: <u>1825 Hendry St. 3rd Floor</u>
City, State, Zip: <u>Fort Myers, FL 33901</u>
Customer Contact: <u>Michael Bridges</u>
Phone: <u>239-335-1600</u>
Fax: <u>239-335-1638</u>

Required P.O.: No  
Customer #: 1011010064  
Bill to Tag #: 0001  
Contract Start Date: 10/01/2004  
Contract End Date: 09/30/2005  
Anniversary Date: \_\_\_\_\_  
Payment Cycle: Monthly  
Tax Exempt: Yes  
PO #: \_\_\_\_\_

Qty	Model/Option	Description	Monthly Ext	Extended
	T5768 OPT	<b>ENH: Smartnet Software Subscription</b>	\$ 10,489.52	\$ 125,874.24
	SVC01SVC1406	<b>System Survey and Analysis - Site Access B</b>	\$ 2,508.66	\$ 30,103.92
	SVC01SVC2007	<b>SP - OnSite Infrastructure Response</b>	\$ 41,679.20	\$ 500,150.40
	SVC01SVC1420	<b>SP - Local Infrastructure Repair</b>	\$ 2,121.82	\$ 25,461.84

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	SUBTOTAL - RECURRING SERVICES		\$ 56,799.20	\$ 681,590.40
	SUBTOTAL - ONE-TIME EVENT SERVICES			\$ -
	TOTAL		\$ 56,799.20	\$ 681,590.40
	TAXES		\$0.00	\$0.00
	GRAND TOTAL		\$ 56,799.20	\$ 681,590.40

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.

SUBCONTRACTOR(S)	CITY	STATE
Motorola - NIO SSA Team	Schaumburg	IL
FL Myers Communications/Team One Communications	Fl. Myers	FL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms & Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
<u>Michael Bridges</u>		
CUSTOMER (PRINT NAME)		
<u>Tricia McCarthy</u>	Customer Support Manager Area Controller	9/15/04
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
<u>James Estel</u>	954-723-5375 5304	954-723-5858
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX



## **Service Terms and Conditions**

Motorola, Inc., through its Commercial, Government, and Industrial Solutions Sector ("Motorola"), and the customer named in this Agreement ("Customer"), hereby agree as follows:

### **Section 1      APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola agrees to provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2      DEFINITIONS AND INTERPRETATION**

"Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3      ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by Motorola. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

### **Section 4      SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

## **Section 5 EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

## **Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

## **Section 7 CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## **Section 8 PAYMENT**

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer agrees to reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

## **Section 9 WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10     DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

## **Section 11     LIMITATION OF LIABILITY**

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

## **Section 12     EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Agreement; (ii) clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

## **Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any such information or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

## **Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

## **Section 15 COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

## **Section 16 MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. Such property will 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.

## **Section 17 GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes such as strikes, material shortages, or acts of God that are beyond that party's reasonable control.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for such services on a time and materials basis at Motorola's then effective hourly rates.

The parties hereby enter into this Agreement as of the date of the last signature.

Motorola, Inc. *Tricia McCarthy*

Customer Lee County BOCC

By: *Tricia McCarthy*

Name: John E. Albion

Title: *Area Controller*

Title: Chairman

Date: *7/15/04*

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





**Statement of Work**  
Prepared For :

**Lee County FL Combined System**

**1825 Hendry St.**

**Ft. Myers, FL 33901**



## Definitions

For all Service products Statements of Work:

There may be additional terms defined in this list that do not apply to the SOWs attached. Terms in this list that are not specifically used in the attached SOWs should be disregarded.

- 1.0 **Definitions**  
Capitalized terms used in this Statement of Work and not otherwise defined within the Statement of Work, Communications System Agreement or other applicable Agreement have the following meanings:
- 1.1 **Box Unit:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2 **Case:** Electronic tracking document for requests for service through the System Support Center.
- 1.3 **Components:** Motorola new or refurbished parts of equal quality.
- 1.4 **Continuously:** Seven (7) days per week, twenty four (24) hours a day, three hundred sixty five (365) days a year including holidays.
- 1.5 **Core Release:** A new version of Software that adds Standard Features and major enhancements. These new versions are signified by changes to the first digit of the version identifier number (e.g. SmartZone 2.0.3 to SmartZone 3.0).
- 1.6 **Customer:** The end-user Customer as identified in the Communications System Agreement, Service Agreement or other applicable Agreement.
- 1.7 **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services promised under this Statement of Work.
- 1.8 **Enhancement Release:** A superseding issue of Software, which adds to, improves, or enhances the performance of Standard Features contained in the then currently shipping Software version. These releases are signified by changes to the second digit of the version identifier number (e.g. SmartZone 3.1 to SmartZone 3.2).
- 1.9 **Equipment:** The equipment specified in the Equipment List as set forth in the Communications System Agreement, Service Agreement or other applicable Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.10 **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Communications System Agreement.
- 1.11 **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.12 **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for Federal Customers.
- 1.13 **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.14 **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.15 **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing parts or elements necessary in order to conform the Equipment with the manufacturer's specifications along with system specific specifications, delivering and reinstalling the parts, and placing the Equipment back into operation.
- 1.16 **Motorola Software:** Software whose copyright is owned by Motorola.
- 1.17 **Radio Support Center:** A Motorola facility located in Rockford, Illinois, the purpose of which is to serve as Motorola's centralized location for radio repair.
- 1.18 **Response:** Response times are defined as when a technician, a remote systems technologist or a remote network specialist is actively working the technical issue, remotely or on-site, as determined by Motorola.

- 1.19 **Restore/Restoration:** The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.20 **Service Repair Notes:** Motorola documents outlining repair procedures to specific products.
- 1.21 **Service:** a Motorola Authorized Service Station or Motorola Field Service personnel.
- 1.22 **Software:** Includes Motorola and any non-Motorola Software that may be furnished with the Communications System.
- 1.23 **Standard Business Day:** Monday through Friday, 8:00 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.24 **Standard Feature:** A software functionality for components of Customer's System that is available to Customer in the standard software release.
- 1.25 **Start Date:** Effective start date as listed on the Service Agreement or other applicable Agreement.
- 1.26 **System:** System is the communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.27 **System Acceptance:** Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System tests as described in the acceptance test plan.
- 1.28 **System Support Center:** a Motorola facility located in Schaumburg, Illinois, the purpose of which is to serve as Motorola's centralized system support facility to compliment the field support resources. The System Support Center is hereinafter referred to as the SSC.
- 1.29 **System Test:** Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.30 **Systemic:** A software/hardware product defect related to or affecting the designed system operation.
- 1.31 **Technical Support Operations:** A centralized telephone support help desk that provides technical support for Motorola customers' who have purchased Commercial Government and Industrial Solutions Sector (CGISS) products or have a contract for technical support.



**MOTOROLA**

## Statement of Work

### Software Subscription Agreement

#### 1.0 Description of Service

Motorola provides Software releases by means of a Software Subscription Agreement (“SSA”). As more thoroughly discussed in the SSA, Motorola will provide to Customer periodic bulletins which announce and explain available Enhancement Releases and Core Releases for Motorola Software for use with upgrade-capable Motorola Equipment covered by the SSA.

The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Service or other applicable Agreement, the provisions of this SOW shall prevail.

#### 2.0 Motorola has the following responsibilities:

- 2.1 Provide to Customer bulletins announcing Enhancement Releases and Core Releases.
- 2.2 Provide to Customer available Enhancements Releases and Core Releases as ordered by Customer. If Customer orders a new Enhancement Release or Core Release, provide those Standard Features included in the release which apply to Customer’s existing system components.

#### 3.0 Customer has the following responsibilities:

- 3.1 Customer must contact its Motorola representative to order an available Enhancement Release or Core Release.
- 3.2 Pay any charges associated with additional engineering or hardware required for each Enhancement Release or Core Release that Customer chooses to order and install. Additional engineering may be required if Customer’s System has specially developed options.
- 3.3 Use the Software and releases in accordance with the terms of the Motorola software license agreement executed by Customer, or Motorola’s standard software license terms if no license was signed.
- 3.4 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Software Subscription Agreement services to Customer.

Software Subscription Agreement

*Approved by Motorola Contracts & Compliance 8/10/00*



**MOTOROLA**

## Statement of Work

### Software Upgrade Design

#### 1.0 Description of Service

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

The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Service or other applicable Agreement, the provisions of this SOW shall prevail.

#### 2.0 Motorola has the following responsibilities:

- 2.1 Collect and/or update Infrastructure System audit data as needed.
- 2.2 Identify additional System equipment needed to implement an Enhancement Release.
- 2.3 Complete a proposal defining the Enhancement Release, equipment requirements, installation plan, and impact to System users, that will fulfill the Customers upgrade requirements.
- 2.4 Advise Customer of System impact to System users during the actual field upgrade implementation.

#### 3.0 Customer has the following responsibilities:

- 3.1 Contact Motorola upon receiving a bulletin to engage the appropriate Motorola resources for an Enhancement Release or Core Release.
- 3.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Software Upgrade Design services to Customer.
- 3.3 Maintain subscriber configuration data.

Software Upgrade Design

*Approved by Motorola Contracts & Compliance 8/10/00*



**MOTOROLA**

## **Statement of Work**

### **Infrastructure Software Installation**

#### **1.0 Description Of Service**

Infrastructure Software Installation provides the technical resources to install and activate one (1) Enhancement Release per year.

#### **2.0 Motorola has the following responsibilities:**

- 2.1 Install Enhancement Releases that have been provided pursuant to a Motorola Software Subscription Agreement.**
- 2.2 Install additional hardware as required by the Enhancement Release.**

#### **3.0 Customer has the following responsibilities:**

- 3.1 Purchase additional System equipment needed to implement an Enhancement Release**
- 3.2 Inform System users of upgrade plans and scheduled System downtime.**
- 3.3 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Software Installation services to Customer.**

## **Above Contract Services**

This section provides information about items that are considered 'above contract' and are billable to Lee County. Any above contract work must be authorized by a County employee before work begins. Examples of above contract work include, but may not be limited to the following:

- Any work performed on the antenna system including, but not limited to; Combiners, Multicouplers, Antennae, Transmission line and Lightning Protectors.
- Issues that are related to telephone company circuits other than initial diagnosis and reporting.
- Removal or installation of equipment.
- Interference investigations.
- Physical damage due to Acts of God (i.e. water, lightning, overheating due to air-conditioning failure, etc) or vandalism.
- Service calls as a result of a defective A.C. outlet, commercial power outage or other building problem.

# Statement of Work

## System Survey and Analysis

### 1.0 Description of Service

System Survey and Analysis will provide an operational test and alignment, on the Customer's Infrastructure Equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets original manufacturer's specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference. Customer's System type determines which Exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). System Survey and Analysis will be performed during Standard Business Days. If the System or Customer requirements dictate this service must occur outside of Standard Business Days, Motorola will provide an additional quotation. Customer is responsible for any charges associated with helicopter or other unusual access requirements or expenses.

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

### 2.0 Motorola has the following responsibilities:

- 2.1 Notify the Customer of any possible System downtime needed to perform this service.
- 2.2 Physically inspect the Infrastructure Equipment in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- 2.3 Remove any dust, and/or foreign substances from the Infrastructure.
- 2.4 Clean filters, if applicable.
- 2.5 Measure, record, align, adjust the Infrastructure Equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.

### 3.0 Customer has the following responsibilities:

- 3.1 Provide preferred schedule for System Survey and Analysis to Motorola.
- 3.2 Authorize and acknowledge any scheduled System downtime.
- 3.3 Maintain periodic backup of databases, Software applications and Firmware.
- 3.4 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the System Survey and Analysis services to Customer.



## SmartNet System Exhibit

Repeater(s), Control Station(s)	Transmitter modulation,
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Power Supplies
	Audio Input & Output Levels
	Combiner & Circulator Loss
Consoles Positions/Remotes	Receiver Desense (Full Duplex Only)
	Audio Input & Output Levels
	Ethernet Operation
	CEB Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
Central Controllers, Digitac, Comparators	Check and Clean keyboards, CPU, CRT's
	Central Controller and Power Supplies
	T Bar Switched
	Simulcast Controller
	Simulcast Remote Controller
	Distribution Amp
	Digitac Comparator
	Receiver Multi-Couplers
	Check for receiver to Comparator audio path. Is EQUALIZATION Required?
	Check for proper audio to Status Tone ratio
Confirm that all Receiver RX Notch Filters are either IN or OUT	
GPS	GPS RX/Controller
	Frequency Standard
	Calibration
Site Equipment	Audio Network Analyzer
	Baseline Database Server
	System Manager Terminal
	Site Test/System Calibration Equipment
UPS (if covered under Motorola Service Agreement)	Batteries
	Switch-Over Operations
	AC/DC Voltages
Other Equipment	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment



**MOTOROLA**

## Statement of Work

### OnSite Infrastructure Response - Regular Option

#### 1.0 Description of Service

OnSite Infrastructure Response provides for on-site technician response as determined by pre-defined severity levels and response times (Table A). OnSite Infrastructure Response includes Dispatch Services and System Survey and Analysis services.

#### 2.0 Motorola has the following responsibilities:

- 2.1 If Motorola determines that an on-site technician is necessary, the appropriate technical resource will be dispatched by Motorola Call Center Operations to perform Maintenance in accordance with Table A.
- 2.2 Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment necessary to perform the Maintenance service.
- 2.3 Perform one annual System Survey and Analysis to be scheduled at a time mutually convenient to the Customer and Motorola

#### 3.0 Customer has the following responsibilities:

- 3.1 Establish and maintain a suitable environment for the Equipment and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide Maintenance services.
- 3.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the OnSite Infrastructure Response services to Customer.



# Statement of Work

## OnSite Infrastructure Response - Regular Option

**Table A - Regular Response Times**

<b>Severity Level</b>	<b>Response</b>	<b>Problem Type (If applicable)</b>
Severity 1	Within 4 hours from receipt of notification	Major System Failure Dispatched 7 x 24 x 365 days
Severity 2	Within 4 hours from receipt of notification, Standard Business Days	Significant System Impairment Dispatched during Standard Business Day
Severity 3	Within 24 hours from receipt of notification, Standard Business Days	Technical Question = Upgrades or intermittent problems, System problems presently being monitored
Severity 4	By Schedule Only	Parts Question Technician is not on site, has questions concerning a problem. Work to be performed at a later time. Standard Business Day. Scheduled Maintenance, Scheduled upgrades

OnSite Infrastructure Response

*Approved by Motorola Contracts & Compliance: 12/12/00*



# Statement of Work

## Local Infrastructure Repair

### 1.0 Description of Services

Local Infrastructure Repair is a repair service provided by the Servicer for Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

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

### 2.0 Motorola Servicer has the following responsibilities:

- 2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
- 2.2. Perform the following on Motorola Infrastructure:
  - 2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
  - 2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
  - 2.2.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications.
- 2.3. Provide the following service on select third party Infrastructure
  - 2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
  - 2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
  - 2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Section 3.2. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
- 2.5. Notify the Customer upon completion of repair or replacement.
- 2.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

### 3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
  - 3.1.1. Provide customer name, address of site location, and symptom of problem.
  - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
- 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.

## Exhibit B - Coverage and Exclusions for Infrastructure Repair for SmartNet Systems

Covered Equipment	Notes/Exceptions
AEB(s) Base Station(s) and Repeater(s)	Quantar, Quantro, Digital MSF5000, MTR2000, and Desktrac L35SUM7000-T Repeaters.
Central Electronics Bank(s) Channel Bank(s)	Includes Logging Recorder Interface and Network Hub. Including Premisys.
Comparator(s) Computer(s)	Includes Spectratrac, Digitac, and Astrotac Comparators. Includes computers that directly interface with or control the communications system, including SIP and Systemwatch II. <b>Excludes laptop computers. Excludes mice, trackballs, and defective or phosphor-burned cathode ray tubes CRT(s).</b>
Console(s)	Includes consoles as part of complete systems <b>ONLY</b> . Excludes Centracom headset jacks, dual footswitches, and gooseneck microphones.
Controller	Includes SmartNet II 28 Channel, Smartworks, Startsite (See IDO Supportable Product Matrix)
Digital Interface Unit(s) Digital Signaling Modem(s) MBEX(s) or NOVA Interconnect Monitor(s)	All monitors connected to computers that directly interface with or control the communications system.
Moscad	<b>As part of system only. Standalone Moscad must be quoted separately.</b>
Printer(s)	Includes printers that directly interface with the communications system. Does not include consumable items such as printer cartridges.
RAS(s) Receiver(s) SIMS II/ Site Lens Simulcast Distribution Amplifier(s) Site Data Modem(s) Site Frequency Standard(s) Universal Simulcast Controller Interface(s)	Includes Quantar and MTR2000 receivers.

### Additional Exclusions:

1. All equipment over seven (7) years from product cancellation date.
2. Physically damaged equipment.
3. Third party equipment not shipped by Motorola with the original system.
4. Dictaphones and Recording equipment.
5. Microwave equipment. See Lee County Inventory for covered microwave equipment.
6. Antenna System equipment including Bi-Directional Amplifiers, multicouplers, and combiners.
7. Antennas, cables, towers, tower lighting, and transmission lines.
8. Consumable items including but not limited to batteries, connectors, printer cartridges, mice, and trackballs.
9. Test equipment.
10. Racks, furniture and cabinets.

11. UPS Systems. By special agreement, 'Best' UPS systems that were sold by Motorola are covered in Lee County. See Inventory for covered equipment.
12. Firmware and/or Software upgrades