



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/12/2012		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): <b>Dianna Wike x7549</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an annual maintenance contract in the annual amount not to exceed \$300,000, by and between the City of Plano and Motorola Solutions, Inc., the sole source provider for depot repairs, and technical support for the City of Plano's MESH data devices; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2012-13; 2013-14; 2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		0	800,000	600,000
Encumbered/Expended Amount		0	0	0
This Item		0	-300,000	-600,000
<b>BALANCE</b>		0	500,000	0
<b>FUND(S):    TECHNOLOGY SERVICES FUND</b>				
<p><b>COMMENTS:</b> Funds are included in the 2012-13 Wireless Support budget for maintenance contracts that support the City's mesh devices. The estimated amount to be spent in FY 2012-13 for this contract is \$300,000, and the remaining funds will be used for other maintenance agreements. This item is for a (3) year maintenance and support agreement, subject to funding and budget appropriations in future years. The estimated future amount is \$600,000, (\$300,000 in FY 2013-14 and 2014-15).</p> <p><b>STRATEGIC PLAN GOAL:</b> Maintenance and support contracts relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Staff recommends approval of the purchase of annual maintenance for Mesh Network depot repair service from the sole source provider, Motorola Solutions, Inc. in the annual amount not to exceed \$300,000. Annual maintenance and support is necessary to maintain the support for the wireless network that supports Public Safety and many other City departments. Without the support contract, the network would be at risk for failure due to software or hardware issues. The time to repair the failed device may cause extensive outages on this critical infrastructure</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo, Sole Source Letter, Resolution, Agreement				

# Interoffice Memo

Date: 10/2/2012

To: Diane Palmer-Boeck, Chief Purchasing Officer

Cc:

From: David Stephens, Director Technology Services

RE: Motorola Solutions, Inc. Maintenance for Wireless Mesh Network

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It is the recommendation of Technology Services to award the annual maintenance of our wireless mesh network depot repair services to Motorola Solutions, Inc. Motorola Solutions is the sole manufacturer of the wireless mesh network equipment we use in our citywide wireless network.

An award to Motorola Solutions will be based on a sole source provider in the amount of \$300,000. This contract will cover the maintenance of the wireless mesh network including depot repair, technical support, and software maintenance for the mission critical mesh wireless infrastructure. This network will be used by many of our departments (including public safety) to provide critical services for our citizens. This contract will be a one year contract with two one-year renewal options.

This maintenance is necessary to maintain the support for the wireless network that supports Public Safety and many other city departments. Without the support contract the network would be at risk for failure due to software or hardware issues. The time to repair the failed device may cause extensive outages on this critical infrastructure.



1507 LBJ Freeway  
Farmers Branch, TX 75234  
972-277-4608

September 18, 2012

Amy Powell  
Technology Services Budget Analyst  
Plano, TX

This letter is to advise that Motorola Solutions Inc. is the sole source provider for depot repairs, and technical support for the City of Plano's MESH data devices. Motorola's depot is the centralized repair facility that provides expert subscriber radio maintenance and repair for customers throughout North America. Our experienced, highly trained and certified repair technicians perform quality repairs with a guarantee that your repairs will be done correctly. Motorola's depot technicians are the only technicians trained to service the MESH devices and Motorola does not certify any other service providers to perform this service. State-of-the-art diagnostics equipment, repair tools, and an extensive inventory of replacement parts help us quickly analyze, isolate and provide expert repair on your Motorola equipment. With over 35 years of experience in depot repairs, the Motorola Depots are ISO 9001 and TL9000 certified. Only Motorola can assure that your equipment is repaired and reprogrammed to the correct operating parameters. All repairs are returned to original factory specifications by using parts specifically designed for your radios. Using Motorola OnLine (MOL), you can easily and quickly submit repair requests and check repair status.

Contracting directly with Motorola will assure Plano that its MESH communications equipment will continue to operate properly today and in the future.

Sincerely,  
  
John Martin  
Customer Service Manager  
Motorola Solutions, Inc.

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an annual maintenance contract in the annual amount not to exceed \$300,000, by and between the City of Plano and Motorola Solutions, Inc., the sole source provider for depot repairs, and technical support for the City of Plano's MESH data devices; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the Technology Services Department of the City of Plano utilizes the wireless mesh network designed and manufactured by Motorola Solutions, Inc.; and

**WHEREAS**, Motorola Solutions, Inc. is the sole source provider for depot repairs, and technical support for the City of Plano's MESH data devices utilized by Public Safety and other city departments; and

**WHEREAS**, the City Council has been presented a proposed Annual Maintenance Contract between the City of Plano and Motorola Solutions, Inc. for MESH Network Devices, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the Agreement should be approved, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS THAT:**

**Section I.** The City Council hereby finds and determines that Motorola Solutions, Inc. is the sole source provider for depot repairs, and technical support for the City of Plano's MESH data devices and, thus, the purchase of such MESH Network Devices is exempt from competitive bid as provided for in *V.T.C.A., Local Government Code, Section 252.022(a)(7)*.

**Section II.** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

**Section III.** The City Manager, or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

**Section IV.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this 12th day of November, 2012.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**CONTRACT BY AND BETWEEN  
CITY OF PLANO, TEXAS AND MOTOROLA SOLUTIONS, INC.  
FOR ANNUAL MAINTENANCE OF MESH NETWORK DEVICES  
2012-342-X**

**THIS CONTRACT** is made and entered into by and between **MOTOROLA SOLUTIONS, INC.**, a Delaware corporation, whose address is 1303 East Algonquin Road, Schaumburg, Illinois 60196, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.  
SCOPE OF SERVICES**

Contractor shall provide depot repair, technical support, and software maintenance for the City's mesh wireless infrastructure. These products and services shall be provided in accordance with the Contractor's Scope of Services, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Contractor's Scope of Services (**Exhibit "A"**);
- (b) Insurance Requirements and Certificate of Insurance (**Exhibit "B"**); and
- (c) Affidavit of No Prohibited Interest (**Exhibit "C"**).

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

**II.  
TERM OF CONTRACT**

The initial term of this Contract shall be a period of twelve (12) months commencing upon the effective date hereof; provided however, that the City shall have the right and option to extend the term hereof by two (2) additional twelve (12) month periods by giving written notice to Contractor of City's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the then current term.

### **III. WARRANTY**

Contractor warrants for the one (1) year term of the Contract that all technical support services performed under this Contract will be performed in a skillful and workmanlike manner and free from defects. Contractor warrants that each depot service repair performed under this Contract will be free of defects in materials and workmanship for a period of ninety (90) days from the date the repair is completed. In the event of a breach of this warranty, City's sole remedy is to require Contractor to re-perform the non-conforming service or to refund, on a pro-rata basis, the fees paid for the non-conforming service. **CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

### **IV. PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total annual compensation under this contract shall not exceed the sum of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00).**

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30<sup>th</sup> of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

### **V. RISK OF LOSS**

Contractor shall assume risk of loss to City owned property while such property is in the possession of Contractor. City shall assume risk of loss to City owned property that is in transit from City representative to Contractor's repair facility and in transit from Contractor's repair facility to City's representative.

### **VI. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor.

**VII.  
INDEMNIFICATION AND HOLD HARMLESS**

**THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, PROVIDED THAT THE CITY GIVES CONTRACTOR WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT IN A TIMEFRAME THAT DOES NOT JEOPARDIZE CONTRACTOR'S ABILITY TO DEFEND. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE AT CITY'S EXPENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, IF CONTRACTOR IS PROVIDING THE REQUIRED DEFENSE AND THE CITY ELECTS TO PROVIDE, OR CONTINUE TO PROVIDE, A PORTION OR ALL OF ITS DEFENSE IN ADDITION TO CONTRACTOR PROVIDING THE REQUIRED DEFENSE, THE CITY WILL BE RESPONSIBLE FOR THE CITY'S OWN COSTS OF DEFENSE DURING SUCH TIME AS CONTRACTOR IS PROVIDING THE REQUIRED DEFENSE. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY UNTIL SUCH TIME AS THE CONTRACTOR ASSUMES DEFENSE OF THE CLAIM.**

**THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT.**

**VIII.  
INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT**

**CONTRACTOR WILL DEFEND AT ITS EXPENSE ANY SUIT BROUGHT AGAINST CITY TO THE EXTENT IT IS BASED ON A THIRD PARTY CLAIM ALLEGING THAT THE EQUIPMENT MANUFACTURED BY CONTRACTOR OR THE CONTRACTOR SOFTWARE INFRINGES UPON THE THIRD PARTY'S UNITED STATES PATENT OR COPYRIGHT (AN "INFRINGEMENT CLAIM"), AND CONTRACTOR WILL INDEMNIFY CITY FOR THOSE COSTS AND DAMAGES FINALLY AWARDED AGAINST CITY FOR AN INFRINGEMENT CLAIM. CONTRACTOR'S DUTIES TO DEFEND AND INDEMNIFY ARE CONDITIONED UPON: CITY NOTIFYING CONTRACTOR IN WRITING OF THE INFRINGEMENT CLAIM IN A TIMEFRAME THAT DOES NOT JEOPARDIZE CONTRACTOR'S ABILITY TO DEFEND; CONTRACTOR HAVING SOLE CONTROL OF THE DEFENSE OF THE SUIT AND ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE; AND CITY PROVIDING TO CONTRACTOR COOPERATION AND, IF REQUESTED BY CONTRACTOR, DOCUMENTS AND INFORMATION IN THE DEFENSE OF THE INFRINGEMENT CLAIM.**

**IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR'S OPINION IS LIKELY TO OCCUR, CONTRACTOR MAY AT ITS OPTION AND EXPENSE PROCURE FOR CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT OR CONTRACTOR SOFTWARE, REPLACE OR MODIFY IT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE, OR GRANT CITY A CREDIT FOR THE EQUIPMENT OR CONTRACTOR SOFTWARE AS DEPRECIATED AND ACCEPT ITS RETURN. THE DEPRECIATION AMOUNT WILL BE CALCULATED BASED UPON GENERALLY ACCEPTED ACCOUNTING STANDARDS FOR SUCH EQUIPMENT AND CONTRACTOR SOFTWARE.**

**CONTRACTOR WILL HAVE NO DUTY TO DEFEND OR INDEMNIFY FOR ANY INFRINGEMENT CLAIM THAT IS BASED UPON THE COMBINATION OF THE EQUIPMENT OR CONTRACTOR SOFTWARE WITH ANY SOFTWARE, APPARATUS OR DEVICE NOT FURNISHED BY CONTRACTOR; THE USE OF ANCILLARY EQUIPMENT OR SOFTWARE NOT FURNISHED BY CONTRACTOR AND THAT IS ATTACHED TO OR USED IN CONNECTION WITH THE EQUIPMENT OR CONTRACTOR SOFTWARE; ANY EQUIPMENT THAT IS NOT CONTRACTOR'S DESIGN OR FORMULA; A MODIFICATION OF THE CONTRACTOR SOFTWARE BY A PARTY OTHER THAN CONTRACTOR; OR THE FAILURE BY CITY TO INSTALL AN ENHANCEMENT RELEASE TO THE CONTRACTOR SOFTWARE THAT IS INTENDED TO CORRECT THE CLAIMED INFRINGEMENT. THE FOREGOING STATES THE ENTIRE LIABILITY OF CONTRACTOR WITH RESPECT TO INFRINGEMENT OF PATENTS AND COPYRIGHTS BY THE EQUIPMENT, CONTRACTOR SOFTWARE, OR ANY OF THEIR PARTS.**

**THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT.**

**IX.**  
**COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**X.**  
**VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

**XI.**  
**ASSIGNMENT AND SUBLETTING**

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. City shall not assign this Contract or any of its rights or obligations hereunder without the prior written consent of the Contractor, which consent will not be unreasonably withheld.

**XII.**  
**INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

**XIII.**  
**INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "B"** attached hereto and incorporated herein by reference. Contractor shall provide an executed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

**XIV.  
HINDRANCES AND DELAYS**

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

**XV.  
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "C"**.

**XVI.  
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XVII.  
TERMINATION FOR CAUSE**

If either party defaults in the performance of this Contract, the other party will give to the non-performing party a written and detailed notice of the default. The defaulting party will have thirty (30) days 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 a cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Contract effective upon giving a written notice of termination to the defaulting party.

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

**XVIII.  
TERMINATION FOR CONVENIENCE**

City may, at its option, without cause and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving thirty (30) days prior written notice

thereof to Contractor with the understanding that the services being terminated shall cease upon the expiration of the 30-day period.

The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If City exercises this right to terminate for convenience, it will be liable to pay Contractor for terminated services up to the effective date of their termination.

If Contractor provides Services after the termination or expiration of this Contract, the terms and conditions in effect at the time of the termination or expiration will apply to those Services.

**XIX.  
ENTIRE AGREEMENT**

This Contract and its attachments supersede all prior and concurrent contracts, purchase orders and understandings between the parties, whether written or oral, related to the services, embodies the entire agreement between the parties and may only be modified in writing if executed by both parties.

**XX.  
CONTRACT INTERPRETATION**

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

**XXI.  
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XXII.  
MAILING OF NOTICES**

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Contract shall be addressed to City at the following address:

City of Plano  
Technology Services  
P.O. Box 860358  
Plano, Texas 75086-0358  
Attn: David Stephens

City agrees that all notices or communications to Contractor permitted or required under this Contract shall be addressed to Contractor at the following address:

Motorola Solutions, Inc.  
Park West C-2  
1507 LBJ Freeway  
Farmers Branch, Texas 75234  
Attn: John Martin, Service Manager

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

**XXIII.  
AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto.

**XXIV.  
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**XXV.  
LIMITATION OF LIABILITY**

Except for personal injury or death, Contractor'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 Contract. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR 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 CONTRACT OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS CONTRACT.** This limitation of liability will survive the expiration or termination of this Contract and applies notwithstanding any contrary provision.

**XXVI.  
WAIVER**

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

**XXVII.  
EFFECTIVE DATE**

This Contract shall be effective from and after execution by both parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below.

**MOTOROLA SOLUTIONS, INC.**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF PLANO, TEXAS**

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

By: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

APPROVED AS TO FORM

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY





## City of Plano – MOTOMESH Statement of Work

### Infrastructure Repair of MESH Data Devices

#### 1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure. Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

#### 2.0 Motorola has the following responsibilities:

- 2.1. Provide repair return authorizations when requested by Plano or Scientel.
- 2.2. Receive malfunctioning Infrastructure from Customer and documents its arrival, repair and return.
- 2.3. Perform the following service on Motorola Infrastructure:
  - 2.3.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
  - 2.3.2. Replace the malfunctioning FRU or Components.
  - 2.3.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
  - 2.3.4 Perform a Box Unit Test on all serviced Infrastructure.
  - 2.3.5 Perform a System Test on select Infrastructure.
- 2.4. Provide the following service on select third party Infrastructure:
  - 2.4.1 Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
  - 2.4.2 Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
  - 2.4.3 Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
  - 2.4.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration.
- 2.5. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.3. If customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release (s), if needed, is subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
- 2.6. Properly package repaired Infrastructure.
- 2.7. Ship repaired Infrastructure to the Plano specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays.

#### 3.0 Plano/Scientel has the following responsibilities:

- 3.1. Contact or instruct Scientel to contact the Motorola System Support Center (SSC) and request a return authorization number prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
  - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.



- 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
- 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
- 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
- 3.2 Properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer/Scientel is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside packaging.
- 3.3 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
- 3.4 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair services to Customer.
- 4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair:
  - 1. All Infrastructure over seven (7) years from product cancellation date.
  - 2. Physically damaged Infrastructure.
  - 3. Third party Equipment not shipped by Motorola.
  - 4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
  - 5. Test equipment.
  - 6. Racks, furniture and cabinets.
  - 7. Firmware and/or Software upgrades.

### **Technical Support for MESH System**

- 1.0 Technical Support provides the City of Plano answers to their technical issues on the MESH system. Motorola will provide Technical Support 24x7, 365 days per year.
- 2.0 This Motorola operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues by telephone. A case is created on each issue and is followed to resolution, with escalation if necessary. Because of the Center's proximity to the factory engineers, the highest level of technical support is available. The City of Plano is required to provide remote connection to its Orion Network Monitoring System via Netmotion Remote Client VPN connection and to the rest of the Motorola Mesh network to facilitate effective support and troubleshooting capabilities.



**SERVICES AGREEMENT**

Attn: National Service Support/4th fl  
 1301 East Algonquin Road  
 (800) 247-2346

Contract Number: S00001012950  
 Contract Modifier: RN11-SEP-12 14:30:29

Date: 09/11/2012

Company Name: Plano, City Of
Attn:
Billing Address: P O Box 860279
City, State, Zip: Plano, TX, 75086
Customer Contact: Chester Helt
Phone: (972)941-7626

Required P.O.: Yes  
 Customer #: 1011267912  
 Bill to Tag #: 0006  
 Contract Start Date: 11/01/2012  
 Contract End Date: 10/31/2013  
 Anniversary Day: Oct 31st  
 Payment Cycle: MONTHLY  
 PO #: TBD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
176	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL	\$24,969.65	\$299,635.80
1269	SVC096AE	MESH IAP		
1	SVC097AE	MESH MWR		
1	SVC101AE	MESH MISC		
1	SVC455AF	ENH: SITE		
1	SVC01SVC1104C	TECHNICAL SUPPORT SERVICE	\$30.35	\$364.20
1	SVC077AE	MESH MISC		
1	SVC455AF	ENH: SITE		
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$25,000.00
			Subtotal - One-Time Event Services	\$ .00
			Total	\$25,000.00
			Taxes	-
			Grand Total	\$25,000.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.				
<b>Subcontractor(s)</b>			<b>City</b>	<b>State</b>
MOTOROLA SYSTEM SUPPORT CENTER			ELGIN	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068			SCHAUMBURG	IL

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

AUTHORIZED CUSTOMER SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

CUSTOMER (PRINT NAME) \_\_\_\_\_

John Martin CSM 9/18/2012  
MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

John Martin 214-681-6515  
MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Plano, City Of  
Contract Number: S00001012950  
Contract Modifier: RN11-SEP-12 14:30:29  
Contract Start Date: 11/01/2012  
Contract End Date: 10/31/2013

## INSURANCE REQUIREMENTS

### 1.0 General Provisions

- 1.1 The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2 Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.
- 1.3 The Contractor agrees that the insurance requirements specified in this section do not reduce the liability Contractor has assumed in any indemnification/hold harmless section of this contract.
- 1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5 Insurance coverage required by this section shall:
  - 1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City
  - 1.5.2 Be with an insurer possessing an A-VII. A. M. Best Rating
- 1.6 **Subcontractor Insurance.** If the contractor utilizes the services of another company or subcontractor, affiliate or non-affiliate, in order to fulfill the requirements covered under this Agreement, then those other companies or subcontractors must comply with the insurance provisions within this Agreement.

2.0 Minimum Insurance Coverage & Limits

**2.1 Commercial General Liability.** Contractor shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.

2.1.1 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.1.2 City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability using **ISO additional insured endorsement CG 20 10 and CG 20 37** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Contractor.

2.1.3 Limits of Insurance

- 2.1.3.1 \$1,000,000 Per Occurrence
- 2.1.3.2 \$1,000,000 Personal/Advertising Injury
- 2.1.3.3 \$2,000,000 General Aggregate
- 2.1.3.4 \$2,000,000 Products/Completed Operations Aggregate

3.0 Evidence of Insurance

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, including for subcontractors cited in Section 1.6, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

- 3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.
- 3.5 The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:
  - 3.5.1 List each insurers' NAIC Number or FEIN
  - 3.5.2 List **contract number, project name**/number, name of event, location (building name, building address, etc.), date(s) of event or service being performed
  - 3.5.3 State insurance is on a primary basis and non-contributory with any insurance/or self-insurance carried by City
  - 3.5.4 Specifically list reference to all endorsements required herein
  - 3.5.5 List the specific number of days cancellation provided pursuant to policy language for notice of cancellation on certificate
  - 3.5.6 List City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (847) 953-5390	
	<b>E-MAIL ADDRESS:</b>  	
<b>INSURED</b> Motorola Solutions, Inc. Attn Karen Napier 1303 East Algonquin Road Schaumburg IL 60196 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Liberty Insurance Corporation	42404
	<b>INSURER B:</b> Liberty Mutual Fire Ins Co	23035
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 570046532359      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	Y	TB2641005169072	07/01/2012	07/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Included
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS      SCHEDULED AUTOS HIRED AUTOS            NON-OWNED AUTOS		AS2-641-005169-012	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> OCCUR <b>EXCESS LIAB</b> CLAIMS-MADE DED      RETENTION					EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WA764D005169082 All other States WC7641005169092 OR, WI	07/01/2012	07/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Re: Annual Maintenance contract of Mesh Network Devices, Contract # 500001012950. PO# 103991. The City of Plano, TX, the City Council and its members, the City's agents, officers, directors and employees shall be listed as Additional Insured with respect to the General Liability policy using ISO blanket additional insured endorsement CG 2010 attached. Waiver of Subrogation is provided under the Workers Compensation policy using blanket endorsement WC 00 03 13 attached. The General and Automobile Liability policies are primary insurance with any insurance/self-insurance carried by City. Notice of 30 day cancellation endorsements are provided under the General Liability, Automobile Liability and Workers Compensation policies, per attached.

### CERTIFICATE HOLDER

### CANCELLATION

City of Plano Risk Management Division 7501 A Independence Parkway Plano TX 75025 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central Inc.</i>
------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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ACORD 25 (2010/05)

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 EXHIBIT   B    
 PAGE   4   OF   10  

Holder Identifier :

Certificate No : 570046532359

Policy Number TB2-641-005169-072

Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
City of Plano	Risk Management Division 7501 A Independence Parkway Plano, TX 75025	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.  
All other terms and conditions of this policy remain unchanged.

Policy Number: AS2-641-005169-012  
 Issued By: Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
City of Plano	Attn: Risk Management Division 7501 A Independence Parkway Plano, TX 75025	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
City of Plano	Risk Management Division 7501 A Independence Parkway Plano, TX 75025	30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005159-082      Effective Date      Premium \$

Issued to

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All Entities as required in writing prior to the date of loss	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$  
 Effective Date                      Expiration Date  
 For attachment to Policy No.    TB2-641-005169-072  
 Audit Basis  
 Issued To

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

This Endorsement is not applicable in KY, NJ and NH.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

#### Schedule

Where required by contract or written contract prior to loss:

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WA7-64D-005169-082

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare that I am authorized to make this statement on behalf of **MOTOROLA SOLUTIONS, INC.**, a Delaware corporation, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **MOTOROLA SOLUTIONS, INC.**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

“No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council.”

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

**MOTOROLA SOLUTIONS, INC.**

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

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

STATE OF \_\_\_\_\_ §  
                                                          §  
COUNTY OF \_\_\_\_\_ §

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

EXHIBIT   C    
PAGE   1   OF   1