DU PAGE COUNTY
EMERGENCY TELEPHONE SYSTEM BOARD - POLICY ADVISORY COMMITTEE
FINAL AGENDA

June 5, 2018 Special Call 12:30 PM

VILLAGE OF ADDISON
1 FRIENDSHIP PLAZA ROOM 2002
ADDISON, IL  60101

1. CALL TO ORDER

2. ROLL CALL

3. CHAIRMAN'S REPORT

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

A. Emergency Telephone System Board - Policy Advisory Committee - Special Call - Monday April 9th, 2018

B. Emergency Telephone System Board - Policy Advisory Committee - Regular Meeting - Tuesday May 1st, 2018

6. CONSENT ITEMS

A. Radio Maintainer Report

   1. 17-18-41 DEDIRS Monthly Maintainer Report - April

   2. 17-18-42 DEDIRS Monthly Maintainer Report - May

7. DEDIRS ACCESS REQUEST

A. ETS-R-0028-18 Resolution to Approve Access to the DuPage Emergency Dispatch Interoperable Radio System Talk Groups Pursuant to Policy 911-005.2: Access to the DuPage Emergency Dispatch Interoperable Radio System (DEDIRS) as Requested by the Metra Police Department

8. ACTION ITEMS

A. Third Touch

   A. PD and FD Standardization Templates

   B. Alias Changes/Standardization and Due Dates
B. Naperville Communication Solution

1. 17-18-35 Naperville Communication Solution

C. Unit Status and Location

1. ETS-R-0027-18 Awarding Resolution to Motorola Solutions, Inc. for continuation of STARCOM21 airtime, DuPage Emergency Dispatch Interoperable Radio Systems (DEDIRS) improvements for inter-agency communication and GPS unit status and location capability (Total Contract Amount: $6,049,798.00)

9. OLD BUSINESS

10. NEW BUSINESS

11. NEXT MEETING:

A. Tuesday, July 3 at 12:30pm in Room 3-500B

12. ADJOURNMENT
1. CALL TO ORDER

12:30 PM meeting was called to order by Chairman Timothy Hayden at 12:30 PM.

2. ROLL CALL

PRESENT: Baarman, Hayden, Buckley, Romanelli (12:45 PM)

ABSENT: Baarman, Hayden, Buckley, Romanelli (12:45 PM)

Attendees:
Linda Zerwin, DuPage Emergency Telephone Systems Board, Director
Matt Theusch, DuPage Emergency Telephone Systems Board
Michealeena Trakas, Addison Police Department, Secretary

On roll call, Chairman Hayden, Member Baarman, Member Buckley, and Member Romanelli were present, which constituted a quorum.

3. PUBLIC COMMENT

There was no public comment.

4. APPROVAL OF MINUTES

A. ETSB - Policy Advisory Committee - Regular Meeting - Mar 6, 2018 12:30 PM

A motion was made by Member Buckley, seconded by Member Baarman, to forward the minutes to the Emergency Telephone Systems Board of DuPage County (DuPage ETSB) to receive and place on file. Motion passed unanimously.

RESULT: ACCEPTED [UNANIMOUS]
MOVER: John Buckley, Chief
SECONDER: Matt Baarman
AYES: Baarman, Hayden, Buckley
ABSENT: Romanelli

5. CONSENT ITEMS
A. Radio Maintainer Report

1. 17-18-26 DEDIRS Monthly Maintainer Report
   Member Baarman gave a brief overview of the DEDIRS reports for March and said that a great deal of progress had been made on Third Touch.

6. DEDIRS ACCESS REQUEST
   There was no DEDIRS ACCESS REQUEST.

7. THIRD TOUCH
   A. PD and FD Standardization Templates
   B. Alias Changes/Standardization and Due Dates
   Member Baarman gave a presentation on Third Touch, explaining to the PAC what was different and what would change on the radio system.

   Member Buckley and John Lozar of DU-COMM are continuing to work on gathering the fire agencies’ information, which is nearly complete. Bensenville Fire will be the first agency to have their radios touched at the end of April.

8. POLICIES
   1. ETS-R-0013-18 Resolution to Adopt Policy 911-005.2: Access to the DuPage Emergency Dispatch Interoperable Radio System (DEDIRS)

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
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</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>John Buckley, Chief</td>
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<tr>
<td>SECONDER:</td>
<td>Anthony Romanelli, Chief</td>
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<tr>
<td>AYES:</td>
<td>Baarman, Hayden, Buckley, Romanelli</td>
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</table>

   2. ETS-R-0014-18 Resolution to Adopt Policy 911-005.3: Access to the DuPage Emergency Dispatch Interoperable Subscriber Unit System (DEDIRS) Encrypted Talk Groups

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>John Buckley, Chief</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Anthony Romanelli, Chief</td>
</tr>
<tr>
<td>AYES:</td>
<td>Baarman, Hayden, Buckley, Romanelli</td>
</tr>
</tbody>
</table>
3. ETS-R-0015-18 Resolution to Adopt Policy 911-005.4: DuPage Emergency Dispatch Interoperable Subscriber Unit System (DEDIRS) Subscriber Unit Programming and Use of Talk Groups

RESULT: APPROVED [UNANIMOUS]
MOVER: John Buckley, Chief
SECONDER: Anthony Romanelli, Chief
AYES: Baarman, Hayden, Buckley, Romanelli

4. ETS-R-0016-18 Resolution to Adopt Policy 911-005.5: DuPage Emergency Dispatch Interoperable Subscriber Unit System (DEDIRS) Terminology and Definitions

RESULT: APPROVED [UNANIMOUS]
MOVER: John Buckley, Chief
SECONDER: Anthony Romanelli, Chief
AYES: Baarman, Hayden, Buckley, Romanelli

5. ETS-R-0017-18 Resolution to Adopt Policy 911-005.6: DuPage Emergency Dispatch Interoperable Subscriber Unit System (DEDIRS) Use of Emergency Button

RESULT: APPROVED [UNANIMOUS]
MOVER: John Buckley, Chief
SECONDER: Anthony Romanelli, Chief
AYES: Baarman, Hayden, Buckley, Romanelli

9. THIRD TOUCH TEMPLATE APPROVAL

1. 17-18-31 Third Touch Template Approval

Member Buckley made a motion to recommend approval of the templates as presented by the ETS Board, seconded by Member Romanelli. Motion passed unanimously.

10. OLD BUSINESS
There is no old business.

11. NEW BUSINESS
There is no new business.

12. NEXT MEETING:
A. May 1 at 12:30pm in Room 3-500B

13. ADJOURNMENT
Member Baarman made a motion to adjourn the meeting at 12:54 PM, seconded by Member Romanelli.

Respectfully submitted,
Michealeena Trakas
1. CALL TO ORDER

12:30 PM meeting was called to order by Chief Anthony Romanelli at 12:30 PM.

2. ROLL CALL

PRESENT: Romanelli
ABSENT: Baarman, Hayden, Buckley

Attendees:
Eve Kraus, DuPage Emergency Telephone Systems Board

On roll call, Member Romanelli was present, which did not constitute a quorum.

3. CHAIRMAN'S REPORT

There was none.

4. PUBLIC COMMENT

There was none.

5. APPROVAL OF MINUTES

A. ETSB - Policy Advisory Committee - Special Call - Apr 9, 2018 12:30 PM

This item was not discussed.

RESULT: MEETING CANCELLED

6. CONSENT ITEMS

A. Radio Maintainer Report

This item was not discussed.

1. 17-18-34 DEDIRS Monthly Maintainer Report
7. DEDIRS ACCESS REQUEST
   None.

8. ACTION ITEMS
   A. Third Touch
      These items were not discussed.
      A. PD and FD Standardization Templates
      B. Alias Changes/Standardization and Due Dates
   B. Naperville Communication Solution
      This item was not discussed.
      1. 17-18-35 Naperville Communication Solution
   C. WESCOM Talk Group Approval
      This item was not discussed.
      1. 17-18-36 WESCOM Talk Group Approval
   D. Grundy County Talk Group Approval
      This item was not discussed.
      1. 17-18-37 Grundy County Talk Group Approval

9. OLD BUSINESS
   None.

10. NEW BUSINESS
    None

11. NEXT MEETING:
    A. Tuesday, June 5 at 12:30pm in Room 3-500B

12. ADJOURNMENT
    Acting Chairman Romanelli adjourned the meeting at 12:35pm.
Respectfully submitted,
Michealeena Trakas
Memorandum

TO: Linda Zerwin, ETSB Executive Director
DATE: Friday, April 27, 2018
FROM: Matthew Baarman, Deputy Director
RE: DEDIRS Maintenance Status Report

Next Touch Preparation:
All fire agencies aliases and templates were received. The aliases are being placed into a master list in the code plug with both STARCOM and conventional MDC IDs as requested. Master code plugs were created, however, a few resource corrections to the WESCOM zone were requested, as the purpose of some talkgroups may have changed. A meeting was held with WESCOM to verify the correct talkgroups and letters of concurrences are being developed. An additional request to share a talkgroup with Naperville is being investigated. A technical solution exists, but involves monitoring and patching by the Naperville PSAP. As of this writing, Naperville opposes the responsibility to setup the patching to interoperate between the separate radios systems. These changes and investigations will delay the start of programming until late May or early June. Even with this delay, no other changes are being accepted at this time. Once corrections are finalized, the master code plugs will be updated and the first agencies will be scheduled.

Radio Repairs:
The most common issue has been the top knob assembly. A supply of spare parts was purchased to improve the repair turnaround time. The repairs for the last 13 months is as follows:

<table>
<thead>
<tr>
<th>Month</th>
<th>Top Assembly</th>
<th>RF Board</th>
<th>Other</th>
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<tbody>
<tr>
<td>March</td>
<td>4</td>
<td>2</td>
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<td>April</td>
<td>2</td>
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<td>May</td>
<td>4</td>
<td>2</td>
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<tr>
<td>June</td>
<td>6</td>
<td>2</td>
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<td>6</td>
<td>2</td>
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<td>4</td>
<td>2</td>
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<td>September</td>
<td>4</td>
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<td>January</td>
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</tr>
<tr>
<td>February</td>
<td>4</td>
<td>2</td>
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</tr>
<tr>
<td>March</td>
<td>4</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>
**Talkgroup Usage:**
The twenty (20) busiest DuPage talkgroups on the DEDIRS STARCOM21 site from April 1 thru April 25, 2018 are as follows (all time in seconds):

<table>
<thead>
<tr>
<th>Talkgroup Alias</th>
<th>Total Group Time</th>
<th>Group Count</th>
<th>Longest Call Time</th>
<th>Group Busy Count</th>
<th>Longest Busy Time</th>
<th>Count of Rejects</th>
</tr>
</thead>
<tbody>
<tr>
<td>DU 3EAST</td>
<td>244,347</td>
<td>80,828</td>
<td>45</td>
<td>0</td>
<td>0</td>
<td>1,440</td>
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<tr>
<td>DU ACDC 3</td>
<td>240,848</td>
<td>69,485</td>
<td>36</td>
<td>0</td>
<td>0</td>
<td>872</td>
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<tr>
<td>DU 1EAST</td>
<td>232,634</td>
<td>71,920</td>
<td>41</td>
<td>0</td>
<td>0</td>
<td>1,579</td>
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<tr>
<td>DU 3WEST</td>
<td>232,469</td>
<td>76,498</td>
<td>48</td>
<td>0</td>
<td>0</td>
<td>1,474</td>
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<tr>
<td>DU 1SOUTH</td>
<td>208,247</td>
<td>65,324</td>
<td>35</td>
<td>0</td>
<td>0</td>
<td>968</td>
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<tr>
<td>DU DWG WT 1</td>
<td>191,341</td>
<td>60,668</td>
<td>31</td>
<td>0</td>
<td>0</td>
<td>7</td>
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<tr>
<td>DU 1NORTH</td>
<td>190,908</td>
<td>62,218</td>
<td>60</td>
<td>0</td>
<td>0</td>
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<tr>
<td>DU 1WEST</td>
<td>188,236</td>
<td>58,973</td>
<td>33</td>
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<td>DU 3SOUTH</td>
<td>173,469</td>
<td>52,769</td>
<td>30</td>
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<td>DU DPSO F1</td>
<td>169,960</td>
<td>53,564</td>
<td>32</td>
<td>0</td>
<td>0</td>
<td>682</td>
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<td>DU 7SOUTH</td>
<td>161,158</td>
<td>48,745</td>
<td>36</td>
<td>0</td>
<td>0</td>
<td>820</td>
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<tr>
<td>DU 7WEST</td>
<td>156,158</td>
<td>47,913</td>
<td>36</td>
<td>0</td>
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<td>DU ACDC 2</td>
<td>142,895</td>
<td>43,137</td>
<td>32</td>
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<td>DU FIRE NORTH</td>
<td>142,214</td>
<td>37,031</td>
<td>53</td>
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<td>DU FIRE EAST</td>
<td>121,130</td>
<td>30,883</td>
<td>53</td>
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<td>498</td>
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<td>DU FIRE SOUTH</td>
<td>95,052</td>
<td>25,340</td>
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<td>427</td>
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<td>DU FD ACDC1</td>
<td>90,587</td>
<td>21,946</td>
<td>36</td>
<td>0</td>
<td>0</td>
<td>84</td>
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<tr>
<td>DU DPSO JAIL</td>
<td>80,732</td>
<td>22,820</td>
<td>30</td>
<td>0</td>
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<td>0</td>
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<tr>
<td>DU DPSO COURT</td>
<td>67,703</td>
<td>21,304</td>
<td>45</td>
<td>0</td>
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<td>1,219</td>
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<tr>
<td>DU PW 1</td>
<td>65,677</td>
<td>19,058</td>
<td>57</td>
<td>0</td>
<td>0</td>
<td>354</td>
</tr>
</tbody>
</table>

**April Track-it Issues:**
- Number of New Tickets = 25
- Number of Closed Tickets = 31
- Number of Open Tickets = 46
- Average age of Open Tickets = 369 days
  - A few of the largest categories are:
    - 11 tickets - Loaner request - 741 days *(tickets left open while radios are on loan)*
    - 23 tickets - Third touch - 346 days
Memorandum

TO: Linda Zerwin, ETSB Executive Director
DATE: Thursday, May 31, 2018
FROM: Matthew Baarman, Deputy Director
RE: DEDIRS Maintenance Status Report

Next Touch Preparation:
The fire agency template is complete and master code plug for each fire agency is being created. The planned programming schedule is as follows:

<table>
<thead>
<tr>
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<th>18</th>
<th>19</th>
<th>20</th>
<th>21</th>
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<td>BEF</td>
<td>ITF</td>
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<td>July</td>
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Agencies need to make all radios available on the first day of schedule. A second day of programming was reserved for agencies with a larger number of radios to ensure all radios received updates. A few days were intentionally left open to allow for some flexibility in scheduling and keep up to date on help tickets. John Lozar will be contacting each agency roughly two weeks prior to the scheduled date to confirm the programming details with each agency. If you have questions, please contact John Lozar (jlozar@ducomm.org).

**Annual Starcom Maintenance:**
Motorola has scheduled the annual Starcom site preventative maintenance for DuPage as follows:

<table>
<thead>
<tr>
<th>Starcom Tower Site</th>
<th>Scheduled PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisle</td>
<td>Tuesday, May 29, 2018</td>
</tr>
<tr>
<td>Addison</td>
<td>Wednesday, May 30, 2018</td>
</tr>
<tr>
<td>Argonne</td>
<td>Thursday, May 31, 2018</td>
</tr>
<tr>
<td>Wheaton</td>
<td>Monday, June 11, 2018</td>
</tr>
<tr>
<td>West Chicago</td>
<td>Tuesday, June 12, 2018</td>
</tr>
<tr>
<td>Hanover Park</td>
<td>Wednesday, June 13, 2018</td>
</tr>
<tr>
<td>Bensenville</td>
<td>Thursday, June 14, 2018</td>
</tr>
<tr>
<td>Burr Ridge</td>
<td>Monday, June 18, 2018</td>
</tr>
<tr>
<td>Westchester</td>
<td>Wednesday, August 15, 2018</td>
</tr>
<tr>
<td>Aurora</td>
<td>Thursday, August 16, 2018</td>
</tr>
<tr>
<td>127th St</td>
<td>Monday, August 20, 2018</td>
</tr>
<tr>
<td>Streamwood</td>
<td>Tuesday, August 21, 2018</td>
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</tbody>
</table>

Motorola may change the schedule due to unplanned issues or weather. No Site Trunking events are expected during the PMs. However, the PM Site is expected to be out of service for approximately an hour starting at 10am each day. The outage will result in reduced radio coverage around that radio site. Starcom expects to have all work at the site completed by 2pm each day.

**Radio Repairs:**
The most common issue has been the top knob assembly. A supply of spare parts was purchased to improve the repair turnaround time. The repairs for the last 13 months is as follows:
**Talkgroup Usage:**
The twenty (20) busiest DuPage talkgroups on the DEDIRS STARCOM21 site from May 1 thru May 30, 2018 are as follows (all time in seconds):

<table>
<thead>
<tr>
<th>Talkgroup Alias</th>
<th>Total Group Time</th>
<th>Group Count</th>
<th>Longest Call Time</th>
<th>Group Busy Count</th>
<th>Longest Busy Time</th>
<th>Count of Rejects</th>
</tr>
</thead>
<tbody>
<tr>
<td>DU 3EAST</td>
<td>274,750</td>
<td>89,539</td>
<td>35</td>
<td>0</td>
<td>0</td>
<td>1,945</td>
</tr>
<tr>
<td>DU ACDC 3</td>
<td>258,874</td>
<td>75,632</td>
<td>41</td>
<td>0</td>
<td>0</td>
<td>1,094</td>
</tr>
<tr>
<td>DU 3WEST</td>
<td>246,584</td>
<td>77,864</td>
<td>52</td>
<td>0</td>
<td>0</td>
<td>1,593</td>
</tr>
<tr>
<td>DU 1EAST</td>
<td>241,475</td>
<td>74,541</td>
<td>40</td>
<td>0</td>
<td>0</td>
<td>1,659</td>
</tr>
<tr>
<td>DU 1SOUTH</td>
<td>214,138</td>
<td>66,274</td>
<td>30</td>
<td>0</td>
<td>0</td>
<td>1,124</td>
</tr>
<tr>
<td>DU 3SOUTH</td>
<td>212,603</td>
<td>63,575</td>
<td>47</td>
<td>0</td>
<td>0</td>
<td>958</td>
</tr>
<tr>
<td>DU 1WEST</td>
<td>206,046</td>
<td>64,327</td>
<td>34</td>
<td>0</td>
<td>0</td>
<td>985</td>
</tr>
<tr>
<td>DU 1NORTH</td>
<td>193,275</td>
<td>62,092</td>
<td>31</td>
<td>0</td>
<td>0</td>
<td>995</td>
</tr>
<tr>
<td>DU 7SOUTH</td>
<td>181,957</td>
<td>56,356</td>
<td>36</td>
<td>0</td>
<td>0</td>
<td>971</td>
</tr>
<tr>
<td>DU DPSO F1</td>
<td>180,861</td>
<td>55,409</td>
<td>33</td>
<td>0</td>
<td>0</td>
<td>698</td>
</tr>
<tr>
<td>DU 7WEST</td>
<td>162,390</td>
<td>50,634</td>
<td>31</td>
<td>0</td>
<td>0</td>
<td>595</td>
</tr>
<tr>
<td>DU ACDC 2</td>
<td>161,884</td>
<td>47,779</td>
<td>38</td>
<td>0</td>
<td>0</td>
<td>577</td>
</tr>
<tr>
<td>DU FIRE NORTH</td>
<td>161,573</td>
<td>41,632</td>
<td>30</td>
<td>0</td>
<td>0</td>
<td>429</td>
</tr>
<tr>
<td>DU FIRE EAST</td>
<td>139,385</td>
<td>36,412</td>
<td>30</td>
<td>0</td>
<td>0</td>
<td>732</td>
</tr>
<tr>
<td>DU DWG WT 1</td>
<td>133,279</td>
<td>41,954</td>
<td>32</td>
<td>0</td>
<td>0</td>
<td>12</td>
</tr>
<tr>
<td>DU FD ACDC1</td>
<td>119,080</td>
<td>27,712</td>
<td>41</td>
<td>0</td>
<td>0</td>
<td>171</td>
</tr>
<tr>
<td>DU DPSO JAIL</td>
<td>117,714</td>
<td>32,592</td>
<td>30</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>DU ACDC 1</td>
<td>111,318</td>
<td>34,908</td>
<td>37</td>
<td>0</td>
<td>0</td>
<td>36</td>
</tr>
<tr>
<td>DU FIRE SOUTH</td>
<td>107,119</td>
<td>27,856</td>
<td>44</td>
<td>0</td>
<td>0</td>
<td>563</td>
</tr>
<tr>
<td>DU DPSO COURT</td>
<td>80,470</td>
<td>24,976</td>
<td>60</td>
<td>0</td>
<td>0</td>
<td>1,624</td>
</tr>
</tbody>
</table>

**May Track-it Issues:**
- Number of New Tickets = 39
- Number of Closed Tickets = 46
- Number of Open Tickets = 50
- Average age of Open Tickets = 362 days

A few of the largest categories are:
- 11 tickets - Loaner request - 771 days *(tickets left open while radios are on loan)*
- 22 tickets - Third touch - 394 days
RESOLUTION TO APPROVE ACCESS TO THE DU PAGE EMERGENCY DISPATCH INTEROPERABLE RADIO SYSTEM TALK GROUPS PURSUANT TO POLICY 911-005.2: ACCESS TO THE DU PAGE EMERGENCY DISPATCH INTEROPERABLE RADIO SYSTEM (DEDIRS), AS REQUESTED BY THE METRA POLICE DEPARTMENT

WHEREAS, the DuPage County Emergency Telephone System Board (“DU PAGE ETSB”) is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 (“Act”); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System; and

WHEREAS, the DU PAGE ETSB DuPage Emergency Dispatch Interoperable Radio System (“DEDIRS”) was implemented to provide Emergency 9-1-1 radio communication services through STARCOM21 Site 1 for secure and accessible communications for its member users; and

WHEREAS, the Metra Police Department has requested access to certain talk groups of DEDIRS pursuant to Policy 911-005.2: Access to the DuPage Emergency Dispatch Interoperable Radio System (DEDIRS), and in the spirit of public safety and first responder interoperability; and

WHEREAS, the Metra Police Department’s Application has been recommended for approval by the DU PAGE ETSB Policy Advisory Committee (“PAC”) in accordance with policy; and

WHEREAS, the DU PAGE ETS Board has received and reviewed the application of the Metra Police Department detailed in Attachment A of this resolution.

NOW, THEREFORE BE IT RESOLVED, that DuPage ETSB hereby grants access to DEDIRS by the Metra Police Department according to ETS-R-0013-18, Policy 911-005.2: Access to the DuPage Emergency Dispatch Interoperable Radio System (DEDIRS), by this resolution.

Enacted and approved this 5th day of June, 2018 at Wheaton, Illinois.

______________________________
GARY GRASSO, CHAIRMAN

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
June 1, 2018

Linda Zerwin, Director DuPage E.T.S.B.
421 N. County Farm Road
Wheaton, IL 60187

Ms. Zerwin,

This letter is to request the Metra Police Department access/authority onto the DuPage E.T.S.B. DEDIRS, this for the purpose of communicating with DuPage police and fire agencies within DuPage County. The Metra Police Department is in the process of becoming a StarCom21 customer and when in the area will utilize our existing DuPage (DEDIRS) StarCom21 radio infrastructure for their communications. With that said, there appears to me there will be no additional radio traffic experienced by allowing Metra Police Department access onto the DuPage StarCom21 radio system.

This request is for the Metra Police Department, in exchange for the DuPage County E.T.S.B. allowing the Metra Police Department access onto our talkgroups, the Metra Police Department will allow DuPage Users access onto dispatch and some administrative Metra Police Department talkgroups.

Talkgroups that are being requested by Metra Police Department are listed below:

<table>
<thead>
<tr>
<th>DU 1East</th>
<th>FD North</th>
<th>DU GLENE LCL</th>
</tr>
</thead>
<tbody>
<tr>
<td>DU 1North</td>
<td>FD South</td>
<td>DU HINSD LCL</td>
</tr>
<tr>
<td>DU 1South</td>
<td>FD East</td>
<td>DU HPARK LCL</td>
</tr>
<tr>
<td>DU 3South</td>
<td>FD West</td>
<td>DU ITASC LCL</td>
</tr>
<tr>
<td>DU 1West</td>
<td>DU ACDC Fire1</td>
<td>DU LISLE LCL</td>
</tr>
<tr>
<td>DU 3East</td>
<td>DU ACDC Fire2</td>
<td>DU LMBRD LCL</td>
</tr>
<tr>
<td>DU 3South</td>
<td>DU ACDC Fire3</td>
<td>DU ROSEL LCL</td>
</tr>
<tr>
<td>DU 3West</td>
<td>DU UNIFIED 1</td>
<td>DU VPARK LCL</td>
</tr>
<tr>
<td>DU 7West</td>
<td>DU UNIFIED 2</td>
<td>DU WARVL LCL</td>
</tr>
<tr>
<td>DU ACDC1</td>
<td>DU UNIFIED 3</td>
<td>DU WESTM LCL</td>
</tr>
<tr>
<td>DU ACDC2</td>
<td>DU BARTL LCL</td>
<td>DU WHCGO LCL</td>
</tr>
<tr>
<td>DU ACDC3</td>
<td>DU BNSV LCL</td>
<td>DU WHETN LCL</td>
</tr>
<tr>
<td>DU ACDC4</td>
<td>DU CLRHN LCL</td>
<td>DU WOODL LCL</td>
</tr>
<tr>
<td>DU DPSO F1</td>
<td>DU DWGRV LCL</td>
<td>DU DWG WT2</td>
</tr>
</tbody>
</table>
In the past there have been conversations on the best way for Metra Police to communicate with the agencies they work with, this solution seems to the most productive and efficient way to allow access to their respective police and fire channels. A recommendation should be made by the Policy Advisory Committee to discuss this further and determine the best practice for the Metra Police Department to communicate if this is not acceptable to ETSB. It should be noted the Metra Police Department is not requesting any encrypted talkgroups at this time, of course as technology changes their desire too may change.

As stated before, the Metra Police Department has applied to become a customer on the Motorola StarCom21 system. Their usage of the DuPage County DEDIRS radios channels should have no additional impact on the current DEDIRS system, provided they are allowed StarCom21 access.

The Metra Police Department understands they will be responsible for all programming costs of their radios.

Allowing the Metra Police Department access to specified talkgroups in DuPage County makes sense to every police and fire department where the Metra Rail Lines cross within their communities. This takes interoperability to the next step, allowing State Police, County Police, Municipal Police, Fire Fighters and Paramedics to talk to one another. The Metra Police Department and Metra Rail lines play an integral role in all our mutual aid plans.

I recommend the Metra Police Department be allowed access onto the DuPage County DEDIRS for the purpose of performing public safety communications.

If I can be of further assistance, please do not hesitate in contacting me.

Respectfully,

Steve Hérron
Chief of Police
Roselle Police Department
## DuPage EDIRS Participation Application

<table>
<thead>
<tr>
<th>AGENCY INFORMATION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF AGENCY</td>
<td>Metra Police Department</td>
</tr>
<tr>
<td>POINT OF CONTACT</td>
<td>Commander Brian Windle</td>
</tr>
<tr>
<td>BUSINESS ADDRESS</td>
<td>547 W. Jackson Blvd. Chicago, IL 60661</td>
</tr>
<tr>
<td>EMAIL ADDRESS</td>
<td><a href="mailto:Bwindle@metrarr.com">Bwindle@metrarr.com</a></td>
</tr>
<tr>
<td>BUSINESS TELEPHONE</td>
<td>312-322-8911</td>
</tr>
<tr>
<td>MOBILE TELEPHONE</td>
<td>312-877-2678</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SPONSORING AGENCY INFORMATION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF AGENCY</td>
<td>Roselle Police Department</td>
</tr>
<tr>
<td>POINT OF CONTACT</td>
<td>Steve Herron</td>
</tr>
<tr>
<td>BUSINESS ADDRESS</td>
<td>103 S. Prospect Street, Roselle IL 60172</td>
</tr>
<tr>
<td>EMAIL ADDRESS</td>
<td><a href="mailto:srherron@roselle.il.us">srherron@roselle.il.us</a></td>
</tr>
<tr>
<td>BUSINESS TELEPHONE</td>
<td>630-671-4005</td>
</tr>
<tr>
<td>MOBILE TELEPHONE</td>
<td>630-546-0009</td>
</tr>
</tbody>
</table>

## APPLICATION INFORMATION

<table>
<thead>
<tr>
<th>Please complete the following information</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Applicant is a unit of local government</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>The Applicant is sponsored by a DuPage ETSB Member Agency (attach a letter of Agency)</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>The Applicant is requesting access to DuPage EDIRS for certified sworn police personnel or certified fire service personnel</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>The Applicant is requesting monitoring capabilities only</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>The Applicant has submitted a completed StarCom21 “Form B” application</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>The Applicant has submitted a statement on how the applicant’s access to the DuPage EDIRS will enhance the mission of the sponsoring agency</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>The Applicant understands and accepts that any fees or cost incurred by the ETSB or the sponsoring agency will be paid by the applicant</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
### Applicant Equipment Information

<table>
<thead>
<tr>
<th>Description</th>
<th>See Narratives</th>
</tr>
</thead>
<tbody>
<tr>
<td>The total number of portable radios covered under this request is:</td>
<td></td>
</tr>
<tr>
<td>The total number of mobile radios covered under this request is:</td>
<td></td>
</tr>
<tr>
<td>The total number of radios which will be operational during any daily</td>
<td></td>
</tr>
<tr>
<td>operational shift is:</td>
<td></td>
</tr>
<tr>
<td>Type of radios to be programmed with a DuPage EDIRS talk group</td>
<td></td>
</tr>
</tbody>
</table>

The Applicant is requesting access to the following Talk Group[s]: See Attached Listings

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Applicant has received approval from all police agencies operating on the requested talk group (attach a letter of approval from the agency[s])

The Applicant has received approval from all fire agencies operating on the requested talk group (attach a letter of approval from the agency[s])

The Applicant has received approval from all PSAPs operating on the requested talk group (attach a letter of approval from the agency[s])

### Committee/Board Use Only:

#### Review Process Checklist

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant has submitted proper paperwork</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Talk Group Agencies have been notified (see attached)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor Technical Review of Application Complete (see attached</td>
<td></td>
<td></td>
</tr>
<tr>
<td>recommendation)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14 DAY Notice to Members made (see attached)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Fees:

<table>
<thead>
<tr>
<th>Category</th>
<th>Time</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Time Director</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Time Admin</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor Review</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Posted on Committee Agenda

Vote of Committee: Ayes_____ Opposed_____ Abstain_____ Absent_____

Action or Direction Based on Vote: [i.e TOT ETSB, request additional information, denied]

Approved: [ ] Yes [ ] No

Posted on ETSB Agenda: [date]

Vote of ETSB Board: Ayes_____ Opposed_____ Abstain_____ Absent_____

Resolution No: Approved: [ ] Yes [ ] No

Additional Information or Action from ETS Board:
STARCOM21 OVERSIGHT COMMITTEE
System Access Application

Agency Name: __ Roselle Police Department for Metra Police Department __

Initiative Title/Name: __ Roselle Chief Steve Herron __

Agency Contact Information for this Application:

Name: __ Steve Herron ________________________________

Agency: __ Roselle Police ________________________________

Telephone #: __ 630-671-4005 ___ Alt # or Cell #: __ 630-546-0009 __________

Email: __ sherron@roselle.il.us __________________________

Agency’s Interoperations Coordinator:

Name: __ Commander Brian Windle ______________

Telephone #: __ (312) 322-8911 ___ Alt # or Cell #: __ (312) 877-2678 __________

Email: __ bwindle@metrarr.com __________________________

This application form is intended to provide the STARCOM21 Oversight Committee, and it’s Advisory Subcommittee, with the pertinent information necessary to determine if an agency is eligible to participate on the STARCOM21 network.

Please answer each section of this application as completely as possible. Once this application has been submitted, per the instructions below, a member of the STARCOM21 team will contact the initiator of this application if additional information is needed to process this application.

1.) Overview of Purpose for Communications Capability:
Include a general description of your intended use of the STARCOM21 network, i.e. routine public safety communications, emergency use only, etc.

The Illinois State Police is an existing customer on the StarCom21 Radio Network, is the desire of the Roselle Police Department and the Illinois State Police to have certain non-encrypted DuPage County Radio channels accessible to Illinois State Police Troopers for emergency and non-emergency police operations.

PLEASE CHECK HERE IF THIS IS AN ITTF ONLY APPLICATION __________
If your agency is applying to use the STARCOM21 network for emergency purposes only
(as described in the ITTF User Agreement) please ONLY answer:

Question 2,
the first half of Question 5 (emergency alert is not used with ITTF only radios),
Question 7,
Question 11,
and ensure you answer the 5th question on the signature page (whether you intend to use
the full ITTF template or the alternate template).

2.) Agency Name & Description:
Include a description of the type of services provided by your agency, your jurisdiction size
and location, headquarters/field office location(s) (agency sub-divisions), number of
officers and radios currently assigned to, and working in each along with the number of
STARCOM21 mobiles, portables, consoles, control stations, etc. proposed for each
location.

The Metra Police Department provides policing services to the Commuters that use
the Metra Commuter Rail and those communities along the rail lines that the Metra
Commuter Rail runs through. This includes most of DuPage County and we desire
access to the designated radio talkgroups, listed in this application. In return the
Metra Police Department will allow access for the DuPage DEDIRS onto dispatch
and some administrative Metra Police Department channels.

3.) Existing Communications Capabilities:
Include a description of your current communications capabilities and system. Will those
existing systems and capabilities be maintained as your primary or backup means of
communications? Or is STARCOM21 replacing your existing communications system?

The Metra Police Department is an existing customer of StarCom21.

4.) Estimated Traffic Counts:
Provide your best estimate of traffic that will be generated. Identify standards used; per
unit per day average, total agency per month, etc.

There will not be any increase in radio traffic over/through the DuPage StarCom21
radio towers, as the Metra Police Department already utilize the DuPage Towers.

5.) Agency Requirements:
Identify your agency’s anticipated communications uses, i.e. unit to unit, agency dispatch,
dispatch by another agency, roaming requirements; anticipated equipment identification,
 i.e. how many portables, mobiles, vehicular repeater (VRS) units, consoles, control
stations, etc.
In addition, indicate the manufacturer and model of each type of radio you plan to use on the network (example: manufacturer – Motorola Solutions; radio make - XTS2500; radio model – Model 2; console manufacturer/model – Motorola Solutions MCC7500; etc.). If your agency will be using radio equipment manufactured by a company other than Motorola Solutions, please read and sign Addendum C and include it with your signed STARCOM21 System Access Application.

All equipment utilized by the Metra Police Department is purchased and utilized on existing StarCom21 networks.

If emergency alert button is to be activated – where will the notification be monitored/processed? By whom?

The Cook County Sheriff’s Communication dispatch center.

Identify agency and talkgroup agreed upon to be used for the emergency button. N/A

6.) Interoperability Requirements:
Identify anticipated interoperability requirements: incident based and/or routine in nature? How much traffic will be generated? With what agencies? For what purpose? For what duration? What specific talkgroup(s) you’ll want to use from those specific agency(s) etc.

The Metra Police Department is an existing customer of the StarCom21 radio network. When in the area of DuPage County MPD currently utilize the DuPage StarCom21 Radio towers for communications to the Cook County Sheriff’s Communication Center. The Metra Police Department utilizes their radio system to communicate authorized radio transmissions, this request would allow authorized communications between Metra Police Officers and Police Officer/Fire Fighters or vice-versa in DuPage County.

7.) Local Policies Governing Use:
If your agency has an established tactical interoperability communications plan [TICP] and/or any other locally-developed technical and operational policies and procedures that will govern the use of the STARCOM21 radios, please provide a brief description of those documents below (for guidance, refer to Addendum A).

The detailed Illinois State TICP is published on the Illinois web site and can be located at: [http://www.state.il.us/lema/sep/ticp.pdf](http://www.state.il.us/lema/sep/ticp.pdf)

8.) Geographic Range or Scope of Communications Capabilities
Identify or explain the geographic range of communications requirements; i.e. local area, regional, statewide, etc. Provide an estimated break-down of percentage of use by each type of geographical description appropriate – as an example, “Based on historical data, we anticipate that 85% or more of our agency’s radio traffic will originate from within the
radio user’s primary assignment county; units providing assistance to another officer within a five-county region may account for an additional 10% of their traffic, with the remaining 5% or less due to occasional travel out of their geographic region, such as to Springfield or the Metro East area.”

Currently the majority of the Metra Police Officers traffic is generated between Officers and the Cook County Sheriff’s Communication Dispatch Center. We don’t see this practice changing; the majority of the radio traffic will remain between the Officers and their dispatch center. Any traffic between a DuPage County Police Officer, Deputy Sheriff, Fire fighters or Paramedics would be minimal and brief. During times of mutual aid, the amount or radio traffic would be reduced, as the MPD Officer would be able to contact the DuPage Police Officer, Sheriff Deputy, Fire Fighter or Paramedic directly and not require intervention from their Dispatcher.

9.) Benefit for Initiator:
Describe the benefits you expect to receive from use of SC21.

Interoperable communications between Metra Police and DuPage StarCom21 users.

10.) Impact on other Agencies:
Describe the impact your agency’s participation on SC21 will have on other agencies on the system.

This will benefit all DuPage StarCom21 users.

11.) Narrative:
Please include any additional information which may be useful to the members of the Oversight Committee in their consideration of your application.

The addition of the Metra Police Department will be beneficial to all users of the DuPage StarCom21 radio network. It allows Metra Police to access a system that is interoperable for all DuPage police and fire agencies.
By signature indicated below, applicant agrees with the six items listed below and understands the inability to comply with the six items listed below could result in the discontinuation of airtime service on the STARCOM21 network.

1. Provide all personnel who will be accessing/using STARCOM21 radios with training on the use of the radio equipment and communications procedures;

2. Adhere to the policies and procedures as defined by the STARCOM21 Oversight Committee;

3. Adhere to provisions of, and promote utilization of, the Statewide Communications Interoperability Plan (SCIP) as well as participate in development of your county Tactical Interoperable Communications Plan (TICP);

4. Adhere to the policies and procedures of ISPERN, IREACH, and other statewide networks as may be applicable;

5. Include an SIEC approved State Interoperable Template into the programming of all radios intended to be directly interoperable with other agencies, jurisdictions and disciplines on the STARCOM21 platform.

    Template to be programmed
    ______ Full (AA thru AG)
    ______ Alternate (AA, AB, AG)

6. I agree to acquire Memorandum(s) of Understanding or Letters of Permission from any and all agencies/communities where I plan to add their talkgroup(s) to my STARCOM21 radio(s). I agree to acquire said documentation prior to the development of my template(s) or programming of my radio(s).

I have read and understand the contractual mobile and portable coverage as depicted in the STARCOM21 contract (for guidance, refer to Addendum B).

Signature below must be the Chief Executive Officer of the agency or organization (or designee).

Title (printed):

Signature:

Name (printed):

Date:

Please sign and return this application to your Motorola Solutions account representative or to:

Form Revision Date: December 1, 2019
Motorola Solutions Inc.
1301 E. Algonquin Road
Room 3070
Schaumburg, IL 60196
Att: Margaret Ponga,
847-875-9218

OR

Email this application to:
margaret.ponga@motorolasolutions.com and dean.bianco@motorolasolutions.com
Addendum A

STARCOM21
Standard Operating Procedures
and
Tactical Interoperability Communications Plan
Recommendations

The intent of this document is to provide guidance to STARCOM21 applicants or existing STARCOM21 users.

Standard Operating Procedure (SOP)
The SOP provides guidelines for the day-to-day use of the radio system by an agency or user.

1. Radios should be used for official business only. Radio communications should be in support of the agency or user’s core mission.
2. Transmissions on the radio should be kept short and to the point. Only use the airtime needed to clearly communicate the message.
3. Communications should be prioritized according to urgency:
   a. Emergency
   b. Officer or User Safety
   c. Routine Traffic
4. If a dispatch center is used, clearly define that they are in control of all radio communications. They will handle communications based on #3 (above).
5. The agency/organization should have a defined training plan that will train the users on:
   a. The correct protocol for radio messages (what to say and how to say it)
   b. The correct way to operate the radios (functionality of buttons/knobs)
6. If the Emergency Button is used:
   a. The agency should have a defined policy on how to respond to the emergency button.
   b. Users should be trained in the use of and the circumstances where the emergency button will be used.
   c. Emergency buttons should only go to a 7/24 dispatch center
      i. If dispatch center is NOT used, there must be clear policies on how the emergency button will be used.

Tactical Interoperability Communications Plan (TICP)
The TICP defines how the agency or organization will communicate with adjoining agencies.

1. Agencies/departments should consult their county TICP, or if that doesn’t exist, consult the State TICP
2. If the agency is a part of the county or state TICP, simply follow that document
3. If not, TICP development consists of the following steps:
   a. Who do you need to talk to?
   b. What common resources are in use?
   c. When will you need to communicate with adjoining agencies
   d. Define the procedures for the users to follow on the ground.
   e. Implement any MOU’s required for the TICP.
3.2.3.3 Coverage Requirements

a) Mobile radio coverage (outdoor): Motorola Solutions shall design and deploy the initial STARCOM21 System that provides guaranteed statewide mobile radio coverage for greater than 95% of the geographic area of the State of Illinois, plus 3 miles beyond the State's jurisdictional border, subject to compliance with the prevailing NPS PAC RCRC rules...

b) Portable radio coverage (outdoor): Motorola Solutions shall design and deploy the STARCOM21 System providing outdoor portable radio coverage, with a Speaker/Microphone/Antenna (SMA) configuration, at an audio quality of DAQ 3.0 or greater. In areas not covered by Paragraph 3.2.3.3(e) below, such design may require the use of vehicular repeaters, which vehicular repeaters may be purchased by the State as an option.

c) Portable radio coverage (indoor): Motorola Solutions shall provide in-building portable coverage at an audio quality of DAQ 3.0 or greater in over 95% inside the jurisdictional boundaries, with a test confidence level as defined by TSB88 of 99% or better, for the counties of McHenry, Lake, Kane, Cook, DuPage, and Will; and for the cities of Rockford, Moline, East Moline, Kankakee, Peoria, Bloomington/Normal, Champaign, Decatur, Springfield, Carbondale, and the East St. Louis metropolitan area. The in-building coverage System design shall be based upon a building penetration loss of 8 dB. (This performance is also similar to that of a portable inside a passenger vehicle.)...

For additional information refer to the STARCOM21 master contract, TCVS1500.
Non-Motorola Solutions Radio Support Limitations and Disclaimer

The STARCOM21 State of Illinois radio system is an open system. This means that customers may be able to use other manufacturers’ radios on the system. While those radios may work on the system, Motorola Solutions offers the following as to the applicable support limitations and disclaimer of liability.

- Because Motorola Solutions has no control over third party manufacturers’ quality, hardware, or software, any issues the customer experiences with third party manufacturers’ radios, including, but not limited to, issues relating to the operation of such radios on the STARCOM21 system must be addressed by the third party radio manufacturer. Motorola Solutions disclaims any liability to customer with respect to radios or equipment produced by third parties.

- Periodically, Motorola Solutions may perform enhancements or upgrades to the STARCOM21 system. System enhancements or upgrades may be done to address issues, add features to the system, or for other reasons deemed necessary by Motorola Solutions. Motorola Solutions does not guarantee that radios or equipment manufactured by third parties will not be affected by such enhancements or upgrades. It is the third party radio manufacturers’ responsibility to support, upgrade, supply patches or other fixes, and perform all other necessary tasks to ensure proper operation of their products on the STARCOM21 system and it is the customer’s responsibility to notify the third party manufacturer of any system enhancements or upgrades affecting such radios or equipment. Motorola Solutions makes no representations or warrants with respect to: a) support, upgrades, patches or similar fixes, and enhancements to third-party manufactured radios or equipment; and b) notice to third party radio or equipment manufacturers of system enhancements or upgrades.

- Motorola Solutions’ products may be upgradeable to next generation technology by software flash or other means. This may eliminate the necessity to replace Motorola Solutions products if the system is upgraded to a new technology. Other manufacturers’ radios may not have such upgrade capability and Motorola Solutions disclaims any liability for, including but not limited to, operation, upgrades, obsolescence, or other matters relating to third party manufacturers, their radios or equipment, and customer’s use thereof.

- If, in Motorola Solutions’ opinion, third party radios or equipment adversely impact the STARCOM21 system or system user operations, Motorola Solutions may deactivate such radios or equipment. Motorola Solutions will provide notice of deactivation in a timely manner based on the severity of the situation and the impact to grade of service.

- Motorola Solutions hereby disclaims all warranties and guarantees, express or implied, at law or in equity, in any way related to the use by customer of third-party manufacturers’ radios or equipment.

Motorola Solutions values you as a customer and would like to thank you for allowing us to provide your radio service. If you have any questions or concerns please contact your Sales Representative or a STARCOM21 Project Team Member at any time.

Motorola Solutions Representative  Date  Customer Representative  Date

Motorola Solutions Inc.
1301 E. Algonquin Road
Room 3070
Schaumburg, IL 60195

Form Revision Date: December 1, 2018
DuPage Emergency Dispatch Interoperable Radio System
Talk Group Access Agreement

This Talk Group Access Agreement is between Metra Police Department, an [Illinois] [not-for-profit][business] corporation (Agency), having its principal business address at 547 W. Jackson Blvd. Chicago, IL 60616 and the Emergency Telephone System Board of DuPage County (“ETSB”), an Emergency Telephone System Board established pursuant to 50 ILCS 750/et. seq., having its principal business address at 421 N. County Farm Rd., Wheaton, Illinois 60187.

Section 1 - Definitions. [Intentionally Left Blank]

Section 2 – Grant of Access. Pursuant to ETSB Resolution a copy of which is attached to and incorporated in this Agreement as if fully set forth herein, the ETSB authorizes the Agency and only those personnel members whose names it provides to the ETSB to access the DuPage Emergency Dispatch Interoperable Radio System (“DEDIRS”).

Section 3 – Scope of Use. The Agency shall, at all times, ensure that its personnel utilize its access to DEDIRS in strict conformance with the provisions of this Agreement, its application to the ETSB, and such rules and policies as the ETSB or its subordinate entities may from time to time establish. The Agency shall not permit its personnel to utilize the Agency’s access to DEDIRS in any manner that exceeds this scope of use or in violation of law.

Section 4 – Termination. The Agency may terminate its access to DEDIRS at any time by providing written notice to the ETSB. The ETSB may terminate the Agency’s access to DEDIRS at any time and for any reason with or without written notice.

Section 5 – Indemnification. (a) The Agency shall, at all times, fully indemnify, hold harmless, and defend the ETSB and the County of DuPage and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of use of DEDIRS by the Agency and its employees, or because of any act or omission, neglect or misconduct of the Agency, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Agency’s violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). The foregoing obligation of the Agency to indemnify shall not be limited by reason of insurance or immunity.

(b) Nothing contained herein shall be construed as prohibiting the ETSB or the County and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Agency shall likewise be liable for the cost, fees and expenses incurred in defense of any such claims, actions, or suits.

(c) The Agency shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts.
(d) Neither the ETSB nor the County waives any defense or immunity which may be available to it, including those provided by the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. or by reason of indemnification or insurance.

Section 6 – Duty to Contract for Access, Costs. The Agency shall contract with Motorola Solutions, Inc. for access to its STARCOM21 System on which DEDIRS operates. The Agency shall be solely responsible for all costs associated with its access to DEDIRS. The Agency shall be solely responsible for the acquisition any equipment it requires to access DEDIRS.

Section 7 – Notices. All notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below

<table>
<thead>
<tr>
<th>If to the ETSB:</th>
<th>If to the Agency:</th>
</tr>
</thead>
<tbody>
<tr>
<td>9-1-1 System Coordinator</td>
<td>Commander Brian Windle</td>
</tr>
<tr>
<td>Emergency Telephone System Board of DuPage County</td>
<td>547 W. Jackson Blvd.</td>
</tr>
<tr>
<td>421 N. County Farm Rd.</td>
<td>Chicago, IL 60661</td>
</tr>
<tr>
<td>Wheaton, IL 60187</td>
<td></td>
</tr>
</tbody>
</table>

Section 8 – Covenant Not to Sue. In consideration of the ETSB’s grant of access to DEDIRS, the Agency covenants and agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the ETSB or the County of DuPage, their board members, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement to the extent authorized by law.

Section 9 – Representations. The Agency represents that it has the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution. Further, the Agency represents that the signatory of this Agreement has the authority to bind the Agency to all obligations herein contained.

Section 10 – Survival. The Agency’s obligations under Section 5 and Section 8 shall survive the termination of this Agreement.

Section 11 – Assignment. Neither the Agency nor any of its personnel may assign or transfer any rights afforded to it under this Agreement to any third party for any purpose without the express written permission of the ETSB Board.

________________________________________  Date: ____________________________

Title:
AWARDING RESOLUTION TO MOTOROLA SOLUTIONS, INC. FOR CONTINUATION OF STARCOM21 AIRTIME, DU PAGE EMERGENCY DISPATCH INTEROPERABLE RADIO SYSTEM (DEDIRS) IMPROVEMENTS FOR INTER-AGENCY COMMUNICATION AND GPS UNIT STATUS AND LOCATION CAPABILITY (TOTAL CONTRACT AMOUNT: $6,049,798.00)

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System; and

WHEREAS, the DU PAGE ETSB is authorized by law and local ordinance to make disbursements from the 9-1-1 surcharge funds it receives pursuant to law for costs related to products and services necessary for the implementation, upgrade and maintenance of the emergency telephone system; and

WHEREAS, an agreement has been negotiated in accordance with the DU PAGE ETSB ordinance; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval of Procurement Purchase Order Requisition 918134 to Motorola Solutions, Inc. for an additional four (4) years of STARCOM21 airtime; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval Procurement Purchase Order Requisition 918134 to Motorola Solutions, Inc., for DEDIRS improvements for inter-agency communication and GPS unit status and location capability to include enhanced data and GPS flash kits, five (5) years of GPS airtime service, Time Division Multiple Access (TDMA) flash kits, and an interoperable solution for communication with Naperville; and

WHEREAS, the contract for these services will run through December 31, 2023. Total contract amount of $6,049,798.00.

NOW, THEREFORE BE IT RESOLVED, that DU PAGE ETSB Requisition 918134, dated May 25, 2018, covering said, STARCOM21 radio system airtime, GPS airtime, enhanced data and GPS flash kits, TDMA flash kits, and an interoperable Naperville communication solution, be, and is hereby affirmed and approved by the DU PAGE ETSB to Motorola Solutions, Inc., 500 W. Monroe Street, Chicago, IL 60661 for a total of $6,049,798.00.

Enacted and approved this 5th day of June, 2018 at Wheaton, Illinois.

______________________________
GARY GRASSO, CHAIRMAN
ETSB Resolution

ETS-R-0027-18

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
### Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

<table>
<thead>
<tr>
<th>Vendor: Motorola Solutions, Inc.</th>
<th>Vendor #: 10115</th>
<th>Contract Term: 6/12/2018-12/31/2023</th>
<th>Contract Total: $6,049,798.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: ETSB</td>
<td>Contact: Eve Kraus</td>
<td>Phone: (630)550-7743</td>
<td>Assigned Committee: ETSB</td>
</tr>
</tbody>
</table>

#### Description of Procurement/Scope of Work/Background

Recommendation for approval of Purchase Order 919134 with Motorola Solutions Inc. for four (4) years of Airtime on the State of Illinois STARCOM21 System, GPS Airtime for five (5) years, Enhanced Data & GPS Flash Kits, and Time Division Multiple Access (TDMA) Flash Kits and an interoperable solution for communication with Naperville.

#### Reason for Procurement

Will establish pricing for four (4) additional years of Airtime on the ASTRO P25 radio system used by members of ETSB and five (5) years of GPS Airtime for DuPage Emergency Dispatch Interoperable Radio System

---

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): FY18-24 4000-5820-53830 ($5,099,792.00) and 4000-5820-54100 ($950,006.00)
- Budget Transfer (Date) Add'l Information

---

### DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- RENEWAL Enter Bid # Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

---

### DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)
- RENEWAL OF RFP #
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLIE, BID #

---

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>EK</th>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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<tr>
<td></td>
<td>May 31, 2018</td>
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### REVIEWED BY (Initials Only)

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<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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</thead>
</table>

<table>
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<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
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</table>
# Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:

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<thead>
<tr>
<th>Vendor: Motorola Solutions, Inc.</th>
<th>Vendor #: 10115</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Chris Chaiselle</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 500 W. Monroe St.</td>
<td></td>
</tr>
<tr>
<td>City: Chicago</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: (847) 489-9379</td>
<td>Fax:</td>
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### Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: ETSB</th>
<th>Division:</th>
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</thead>
<tbody>
<tr>
<td>Attn: 9-1-1 Coordinator</td>
<td>Email: <a href="mailto:etsb911@dupageco.org">etsb911@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Rd.</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: (630) 550-7743</td>
<td>Fax:</td>
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### Send Payments To:

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<th>Vendor: Motorola Solutions, Inc.</th>
<th>Vendor #: 10115</th>
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<tbody>
<tr>
<td>Attn: Email:</td>
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</tr>
<tr>
<td>Address: 13108 Collections Center Dr.</td>
<td></td>
</tr>
<tr>
<td>City: Chicago</td>
<td>State: IL</td>
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<tr>
<td>Phone:</td>
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### Ship To:

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<tr>
<th>Dept: ETSB</th>
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<tr>
<td>Attn: 9-1-1 Coordinator</td>
<td>Email: <a href="mailto:etsb911@dupageco.org">etsb911@dupageco.org</a></td>
</tr>
<tr>
<td>Address:</td>
<td>Room:</td>
</tr>
<tr>
<td>City:</td>
<td>State: IL</td>
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<tr>
<td>Phone:</td>
<td>Fax:</td>
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### Payment Terms

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<th>Requisitioner</th>
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<td>Use for PO25 only</td>
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<table>
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<tr>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for PO25 only</th>
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<tbody>
<tr>
<td>Eve Kraus</td>
<td>Jun 12, 2018</td>
<td>Dec 31, 2023</td>
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### Item Detail

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<th>UOM</th>
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<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Sub-Accnt #</th>
<th>Unit Price</th>
<th>Extension</th>
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<td>EA</td>
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<td>4000</td>
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<td>Enhanced Data &amp; GPS Flash Kits - quantity 3500</td>
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<td>EA</td>
<td>GPS Airtime for five (5) years $2 per subscriber per month for 5 years (GPS will be billed in yrs 3,4&amp;5 @ $50,000 annually)</td>
<td>22</td>
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<td>9,198.00</td>
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<td>Warrenville/Naperville Interoperability Solution</td>
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<td>8</td>
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<td>4,949,792.00</td>
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</tr>
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</table>

### Requisition Total $6,049,798.00

**Header Comments**: (these comments will appear on the PO20 and PO25 Purchase Order):

---

**Rev 1.4**

Packet Pg. 34
JUSTIFICATION FOR SOLE SOURCE

(Please complete and attach to purchase requisition)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>918134</th>
<th>DEPARTMENT</th>
<th>ETSB</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANUFACTURER</td>
<td>Motorola Solutions, Inc.</td>
<td>PRODUCT #</td>
<td>ASTRO P25 Radio System</td>
</tr>
</tbody>
</table>

Describe item being justified and its function:

This Purchase Order is for an agreement with Motorola Solutions, Inc. for four (4) years of Airtime on the State of Illinois STARCOM21 System, GPS Airtime for five (5) years, Enhanced Data & GPS Kits, and Time Division Multiple Access (TDMA) Flash Kits.

This is a sole source because vendor is:

☒ sole provider of a licensed or patented good or service
☒ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
☒ sole provider of factory-authorized warranty service
☒ sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
☐ the manufacturer (please detail below or attach information regarding why only this manufacturer's product can be used)
☐ the software manufacturer (and sole maintenance/update provider)
☐ other – (Please detail below or in an attachment)

Requested source: Motorola Solutions, Inc.

Contact: Chris Chisnell

Phone: (847) 469-9379

Website: motorolasolutions.com

What necessary and unique features does this vendor's product or service provide which are not available from other vendors? (Please be specific)

The ETSB utilizes the State of Illinois Motorola hosted ASTRO P25 radio system. The ETSB pays for airtime per the STARCOM21 Master Contract #CMS3618850. The TDMA flash kits are specific to Motorola radios.

Has the market been tested lately (last 12 months) on the applicability of sole source? (If not, why not?)

There has been no testing because ETSB is purchasing off State contract #CMS3618850 pricing. There is no other option for the STARCOM21 network. The kits to upgrade the radios are specific to Motorola radios.

What steps were taken to verify that these features are not available elsewhere? Were other brands/manufacturers examined? (Please list other products or services examined – include names & phone numbers of people contacted)

As the sole source letter indicates, these services are specific to and provided by Motorola.

5/31/2018

Department Approval Date

Purchasing Review Date
May 16th, 2018

Ms. Linda Zerwin
Executive Director
ETSB of Dupage County
421 N. County Farm Road
Wheaton, IL 60187

RE: Sole Source Letter for Motorola Solutions STARCOM21 Airtime & GPS Proposal

Dear Ms. Zerwin:

Motorola Solutions currently provides the hosted ASTRO P25 radio system that the Dupage ETSB utilizes for public safety communications. This Motorola proposal will supply four years of prepaid airtime for the radio subscribers to operate on the ASTRO P25 radio system. Airtime to operate on the existing ASTRO P25 radio system can only be supplied by and purchased through Motorola Solutions. In addition, this proposal will also provide a GPS solution that utilizes Dupage ETSB's existing APX radio subscribers. The GPS solution for the existing Motorola APX radio subscribers can only be supplied by and purchased through Motorola Solutions.

Thank you for your interest in Motorola Solution's products and services. If you have any questions, please don't hesitate to call me at (847) 489-9379.

Sincerely,

Chris Chisnell
Sr. Account Manager
Motorola Solutions, Inc.
847-489-9379 Cell
The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the information without the express written permission of Motorola Solutions.

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# TABLE OF CONTENTS

## Section 1
System Description ........................................................................................................... 1-1
  1.1 System Overview ........................................................................................................ 1-1
  1.2 Dupage County GPS Solution .................................................................................. 1-1
      1.2.1 Enhanced Data .................................................................................................. 1-1
      1.2.2 Interface with Hexagon Computer-Aided Dispatch ........................................ 1-2
      1.2.3 System Data Capacity Analysis ....................................................................... 1-2
  1.3 Warenville Interoperability Solution .......................................................................... 1-3
      1.3.1 Motorola Solutions Provided Components ...................................................... 1-3
      1.3.2 DU-COMM Provided Components .................................................................. 1-3
      1.3.3 Failure Scenarios ............................................................................................. 1-4
  1.4 Assumptions .............................................................................................................. 1-4

## Section 2
Statement of Work ............................................................................................................ 2-1
  2.1 Data Upgrade Statement of Work ............................................................................ 2-1
      2.1.1 Overview .......................................................................................................... 2-1
      2.1.2 Assumptions ..................................................................................................... 2-1
      2.1.3 Motorola Solutions Responsibilities ................................................................. 2-1
      2.1.4 DuPage County ETSB’s Responsibilities ............................................................. 2-3
  2.2 Project Schedule ...................................................................................................... 2-3

## Section 3
Warranty and Maintenance .............................................................................................. 3-1

## Section 4
Acceptance Test plan ..................................................................................................... 4-1
  4.1 Terms and Definitions .............................................................................................. 4-1
  4.2 Configuration Control .............................................................................................. 4-1
      4.2.1 Test Execution .................................................................................................. 4-1
      4.2.2 Expected Result ............................................................................................... 4-1
      4.2.3 Pass/Fail Criteria ............................................................................................. 4-1
  4.3 Test Case .................................................................................................................. 4-2
      4.3.1 GPS Radio Cadence ........................................................................................ 4-2

## Section 5
Equipment List .................................................................................................................. 5-1

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*DuPage County ETSB*

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Section 6

Pricing Summary ........................................................................................................ 6-1
  6.1 DuPage ETSB Pricing Summary .................................................................. 6-1
  6.2 Payment Schedule ......................................................................................... 6-2

Section 7

Contractual Documentation ....................................................................................... 7-1
May 30, 2018

Ms. Linda Zerwin  
Executive Director  
DuPage County ETSB  
421 N. County Farm Road  
Wheaton, IL 60187

RE: DuPage ETSB GPS & STARCOM21 Airtime Proposal

Dear Ms. Zerwin:

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide the DuPage ETSB with quality communications products and services.

Motorola Solutions’ proposal includes a STARCOM21 GPS Solution, Subscriber Flashkits, and includes four (4) years of STARCOM21 airtime.

This proposal contains a pricing summary and two (2) STARCOM21 User Agreements, together with their respective Attachments A, and a Communications System Agreement. In the event radio classifications and quantities change, changes will be documented and airtime billings will be adjusted accordingly. The proposal is subject to the terms and conditions of the STARCOM21 User Agreements for the provision of airtime and associated services described in their respective Attachments A and to the enclosed Communications System Agreement for the provision of equipment, software and implementation services, which is based on the previously negotiated terms and conditions of the September 12, 2017 Communications System Agreement. The DuPage ETSB may accept the proposal by delivering to Motorola Solutions the signed STARCOM21 User Agreements and Communications System Agreement. Alternatively, Motorola Solutions would be pleased to address any concerns you may have regarding the proposal. Any questions can be directed to your Motorola Solutions Account Executive, Chris Chisnell, at 847-489-9379.

We thank you for the opportunity to furnish the DuPage ETSB with our products and services. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Ali Kapadia,  
MSSSI Vice President  
Motorola Solutions, Inc.

Enclosure
SECTION 1

SYSTEM DESCRIPTION

1.1 SYSTEM OVERVIEW

Motorola Solutions Inc. (Motorola Solutions) offers the DuPage County a GPS solution including the addition of Enhanced Data to the County’s existing simulcast subsystem which integrates into Zone 1 of the STARCOM21 trunked radio system.

The proposed solution will allow DuPage County to:

- Continually track up to 700 portable users simultaneously at a 3-minute cadence, with the addition of Enhanced Data.
- Manually request the location of a portable from a dispatch position.
- Automatically transmit the location of a portable to dispatch after an emergency button press on the portable.

Additionally, in response to DuPage ETSB’s request to provide interoperability between the Warrenville FD and the Naperville’s Radio System, Motorola Solutions is proposing to leverage existing Radio equipment to provide the necessary interconnections between the two systems.

1.2 DUPAGE COUNTY GPS SOLUTION

Motorola Solutions proposes the following components in order to meet the communication needs of DuPage County. This will be a STARCOM21 hosted solution, that DuPage will utilize in accordance with the user agreement.

The STARCOM21-hosted GPS solution for DuPage County consists of the following:

- Core and RF level simulcast licensing.
- Presence and Location licensing for the Intelligent Middleware (IMW) Server—Up to 3,500 users.
- IMW Server connection.
- Enhanced Data and GPS Flash Upgrade Kits for existing 3,500 portables.
- TDMA Flash Upgrade Kits for an additional 225 subscribers.

1.2.1 Enhanced Data

**IMPROVES P25 SHORT DATA PERFORMANCE BY 12X**

Enhanced Data introduces a new type of data channel to support short, periodic inbound messages on APX subscribers, such as GPS location. The ASTRO 25 Enhanced Data option can provide up to 12 times the capacity of a P25 standard data channel. Enhanced Data provides for optimized data services such as outdoor tracking, increasing the safety of field users. Dispatchers use these inbound messages to track the radio users’ status and location with a mapping application.
Enhanced Data coverage is equal to your ASTRO 25 voice system, overcoming limited coverage of a broadband carrier.

Converting P25 FDMA channels to TDMA makes room for additional channels for voice and data. Channels can be dedicated to data to optimize throughput and access times – but emergency voice traffic can automatically take priority.

For agencies using carriers for broadband traffic, Enhanced Data moves the short-burst inbound traffic to the ASTRO 25 network, avoiding carrier charges and coverage limitations.

Enhanced Data enables several data-driven applications (e.g. SCADA, geofencing, telemetry, biometrics, etc.) over the ASTRO 25 system. When supporting a variety of special-purpose applications, Enhanced Data can help provide a more timely and detailed view of resource locations and conditions.

### 1.2.2 Interface with Hexagon Computer-Aided Dispatch

The Computer-Aided Dispatch (CAD) is located on the Customer Enterprise Network (CEN). In order to pass location information to the Hexagon Computer-Aided Dispatch’s mapping application, an Application Programming Interface (API) will be utilized. DuPage County will have access to the API through the IMW.

The interface to the Hexagon CAD mapping application will be achieved by utilizing the Location Request & Response Protocol (LRRP). This Legacy API is the Project 25 (P25) standards-based (LRRP) in Extensible Markup Language (XML) form for exchanging location-related requests and responses over TCP/IP v4. For third-party applications, the legacy API provides additional features (compared to the 3GPP Parlay X interface), such as:

- Reporting device types, along with location reports.
- Querying a device type.
- Partitioning mapping services by agency.

The Primary CAD server A will be located at DU-COMM. This is where the GPS feed from the IMW (UNS) at the STARCOM21 Master Site will be provided. The demarcation of the GPS feed for the CAD Servers A and B will be at the RJ45 port at the ACX MPLS router at DU-COMM. DuPage ETSB’s IT can take the GPS feed from the MPLS router and interface it with DuPage County’s CAD system.

### 1.2.3 System Data Capacity Analysis

The System Data Capacity Analysis shows DuPage County how enhanced data leads to improved in-field efficiency and more efficient personnel location applications. For this study, Motorola Solutions analyzed typical system usage for various types of radio calls and modeled coverage of DuPage County’s as-built systems. The results of the Data Capacity Analysis indicated the ability to track 700 users simultaneously at a three-minute cadence, with a message success rate that supersedes the 95% design goal.
1.3 WARRENVILLE INTEROPERABILITY SOLUTION

Motorola Solutions is proposing to integrate a Harris Control Station or Consolette, communicating on the Naperville’s Radio system, into DU-COMM’s MCC7500 Consoles.

Motorola Solutions will provide the Harris Control Station or Consolette to be installed at the Wheaton RF site. The audio to/from that Control Station will travel through the Wheaton’s site link to STARCOM21 Master Site and from there it will be available to all DuPage PSAPs. All DuPage PSAPs, including DU-COMM, will have access to a new Radio Resource (Harris Control Station) that will be talking on a designated Talkgroup (TG) on Naperville’s Radio system. DU-COMM will be able to communicate on that Naperville TG when needed and will be able to patch it with existing Warrenville Talkgroups to provide interoperability between the Warrenville and Naperville users.

When a Naperville system’s radio user needs to interoperate with Warrenville FD, a request can be made to DU-COMM’s dispatch operators to setup a patch to allow for this interoperability. This patch can be setup and removed as necessary for interoperability.

Figure 1-1 is a high level drawing of the proposed solution.

![Figure 1-1: System drawing integrating Harris Radio to DU-COMM PSAP](image)

1.3.1 Motorola Solutions Provided Components

- Motorola Solutions will provide and install the Harris Control Station/Consolette and any necessary programming.
- Motorola Solutions will connect Harris Control Station to antenna, via jumper, already at Wheaton Site.
- Motorola Solutions will be providing the labor to provision the Control Station resource and make it appear as a channel on to the DU-COMM Consoles.
- New antenna or line is not included in this price.

1.3.2 DU-COMM Provided Components

- DU-COMM will provide the CCGW.
1.3.3 Failure Scenarios

DU-COMM will lose communication with the Harris Control Station /Consolette resource if any one of the following fails:

1. Harris Control Station/Consolette or its antenna
2. Wheaton site’s LAN Switch or Router
3. T1 link from the Wheaton site to STARCOM21 Master Site.

1.4 ASSUMPTIONS

All assumptions have been listed below for review. Should Motorola Solutions’ assumptions be deemed incorrect or not agreeable to DuPage County, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- Information collected from the customer/Hexagon is accurate and up-to-date. Costs associated with delays, due to inaccurate information provided by the customer during the design phase, are the responsibility of the customer.
- Where necessary, the customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the sites.
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola Solutions’ control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by the customer and documented through the change order process.
- All work is to be performed during normal work hours, Monday through Friday.
- Any required system interconnections not specifically outlined here will be provided by the customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
SECTION 2

STATEMENT OF WORK

2.1 DATA UPGRADE STATEMENT OF WORK

Motorola Solutions is proposing to DuPage County ETSB for the data upgrade for the installation and configuration of the following equipment at the specified locations.

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Major Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subscribers</td>
<td>Upgrade for Enhanced Data &amp; GPS</td>
</tr>
<tr>
<td>SC21 Zone</td>
<td>Impact Fee Enhanced Data</td>
</tr>
<tr>
<td>Warrentville Interoperability/Wheaton RF Site</td>
<td>Installation of Harris Control Station</td>
</tr>
</tbody>
</table>

The document delineates the general responsibilities between Motorola Solutions and DuPage County ETSB as agreed to by contract.

2.1.1 Overview

This proposal includes the subscriber and site software and licensing to enable Enhanced Data and GPS location services on DuPage County ETSB’s existing SC21 equipment and subscribers. This proposal includes the installation and integration work for the Warrentville Interoperability project.

This Statement of Work (SOW) describes the deliverables to be furnished to DuPage County ETSB. The tasks described herein will be performed to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola Solutions and Customer during the project implementation.

2.1.2 Assumptions

All assumptions have been listed below for review. Should Motorola Solutions’ assumptions be deemed incorrect or not agreeable to DuPage County ETSB, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- No additional coverage guarantee or coverage acceptance test plan is included in this proposal.

2.1.3 Motorola Solutions Responsibilities

Motorola Solutions’ general responsibilities include the following:

- Conduct project kickoff meeting with DuPage County ETSB to review project design and finalize requirements.
- Inventory the Motorola Solutions supplied equipment described in the system description and the equipment list.

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• Deliver and perform the installation of the Motorola Solutions supplied equipment described in the system description and the equipment list.
• Connect the appropriate equipment to DuPage County ETSB supplied ground system in accordance with Motorola Solutions’ R56 Site Installation Standards.
• Program the data upgrade and network interface devices and enter that information into the appropriate SC21 Zone database. Integration of system into the SC21 system.
• Inventory and install the subscriber Flash Upgrade Kits in the customer supplied subscribers. Verify and/or configure the subscriber code plug(s) with the correct Flash Upgrade Kits and parameters to support ASTRO location services.
• The UNS/IMW server provides the location data to the customers network (CEN) that allows the CAD vendor to access the subscribers location information provided from the IMW.
• The IMW API is provided as part of this project and allows the CAD vendor to write to the API and display the location of the end users location.
• Verify connection of the IMW to ASTRO core. Configure IMW with the necessary data to implement the required Location Service API(s). Configure the IMW with the subscribers’ parameters necessary for Location Service. (This is part of the SC21 owned equipment)
• Configure a sample of test subscribers in the IMW.
• Verify connection of the IMW to the mapping application.
• Assist in validating end-to-end connectivity.
• Provide and discuss the Capacity Analysis Report.
• Work with DuPage County ETSB and the CAD vendor on the interface for GPS mapping solution. Motorola Solutions has included up to 8 days of engineering and 8 days of ST time to work with the CAD manufacturer.
• Optimize the existing equipment for data upgrade operation.
• Testing with customer to confirm operation using existing configurations.
• Coordinate the activities of all Motorola Solutions subcontractors under this contract.
• Administer safe work procedures for installation.
• Test operation and functionality to ensure they are in accordance with manufacturers’ specifications.
• If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.
• Document all issues that arise during testing.
• Document the results of any acceptance tests and present to DuPage County ETSB for review.
• Resolve any punchlist items before project completion.
• Warrenville Fire Department Interoperability
  – Motorola Solutions will provide and install the Harris Control Station/Consolette and any necessary programming.
  – Motorola Solutions will connect Harris Control Station to antenna, via jumper, already at Wheaton Site.
  – Motorola Solutions will be providing the labor to provision the Control Station resource and make it appear as a channel on to the DU-COMM Consoles.
2.1.4 DuPage County ETSB’s Responsibilities

DuPage County ETSB will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola Solutions. DuPage County ETSB’s general responsibilities include the following:

- Assign a Project Manager, as the single point of contact responsible for Customer signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible. Coordinate the activities of all DuPage County ETSB’s vendors or other contractors.
- Customer is responsible for assisting with the integration and coordination between Motorola Solutions and the CAD vendor for mapping applications and providing the necessary system parameters.
- Customer to supply the mapping application CAD solution. The Software Development Kit (SDK) is available from Motorola Solutions for third party application developers to interface to applications located on Motorola Solutions’ Radio Network. There may be API, Licensing and services costs from the CAD Vendor in order to support this effort.
- The customer is responsible to provide the interface and network connections from the customer-supplied mapping application (CAD servers) to the MPLS router at DU-COMM.
- Attend and participate in project meetings and reviews.
- Provide ongoing communication, as applicable; with SC21 and users regarding the project and schedule.
- Supply the subscribers that will receive the Flash Upgrade Kits. If applicable, supply the vehicles which include the installed mobiles.
- Obtain all site access required for project implementation.
- Customer is responsible for coordinating with the appropriate resources to provide training for the equipment provided in this proposal.
- Warrenville Fire Department Interoperability
  - DU-COMM will provide the CCGW.
  - DU-COMM will provide existing antenna and line for the Harris Control Station.

2.2 PROJECT SCHEDULE

A final project schedule will be developed based upon mutual agreement between Motorola Solutions and DuPage County ETSB at the Detailed Design Review (DDR).

The dates for the installation and activation of the DuPage County ETSB system are highly dependent on the actual completion dates of the DuPage County ETSB, or their subcontractors, tasks associated with R56 upgrades, installation, cabling and providing unobstructed cable routes.
SECTION 3

WARRANTY AND MAINTENANCE

The existing life cycle support and maintenance services and timeline will remain in place and be unaffected by this proposal.
SECTION 4

ACCEPTANCE TEST PLAN

This section is to test use cases for the system to be accepted as completed.

4.1 TERMS AND DEFINITIONS

Use Cases – Use Cases are the specific user and product functional interactions required to execute a task.

Test Cases – Test Cases are a high-level description of test activities to be defined and executed in a test procedure.

Disposition – Disposition is given to each test step to signify the outcome of that step. Acceptable dispositions are Pass, Fail, and Not Applicable (N/A).

Defect # – Defect number will be used to track any problem or issue.

4.2 CONFIGURATION CONTROL

System configuration will be controlled throughout the Acceptance Test period. At the start of the Acceptance Test period, all configurable items will become the baseline, any subsequent changes will be configuration controlled to ensure consistency in the testing processes.

4.2.1 Test Execution

Execution of test procedures/cases will be conducted in an orderly manner. Each step will be properly witnessed by customer designated personnel and recorded pass/fail on forms provided as part of this document. The customer may request some tests be re-executed in order to provide clarity on the result or allow comprehensive witness to the sometimes many variables of observation.

4.2.2 Expected Result

An expected result is listed for each step of a test case to draw attention to a direct response the customer is to observe upon execution of any step.

4.2.3 Pass/Fail Criteria

Customer shall deem a test case as a PASS when the executions of all steps have successfully demonstrated the functions perform as defined. If however, an abnormality is discovered during the execution of the test case, the customer will make note of the issue and Motorola will open a case to research and determine the root cause of the abnormality. If the root cause analysis shows the abnormality was caused by an incorrect setting of a configurable parameter, Motorola will make the necessary correction and the test case will be re-executed.
4.3 TEST CASE

4.3.1 GPS Radio Cadence

Description
This test procedure produces a data report that shows that the Portable Radios are reporting GPS location at the required cadence rate configured in the Intelligent Middleware application (IMW). The test will demonstrate a cadence rate of 3 minutes for a quantity of 700 Portable Radios or a quantity specified by DuPage ETSB if less than 700. A report will be generated and provided to the DuPage ETSB that shows the GPS test cadence result at the demarcation point (MPLS Router at DU-COMM only) between the Motorola radio system and the Hexagon CAD system.

Note: The designed acceptable success rate of location reports is 95%, so 5% of the time, a report can be missing.

Use Case
1. GPS enabled DuPage portables will provide a location report at the 3 minutes cadence rate configured in the IMW.

Precondition
2. Confirm that GPS enabled DuPage portables are properly configured and sending location reports to the IMW.
## Test Steps

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
<th>Expected Result</th>
<th>Disposition</th>
<th>Defect #</th>
<th>Date</th>
<th>Test Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Access the IMW UNS Web Location Administrative client.</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Select &quot;All Devices&quot; in the device filter</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Click on Submit</td>
<td>All devices that have reported presence to IMW return.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Click on the Export button in the upper left corner of the results table.</td>
<td>A dialog box opens asking, “Do you want to open or save DeviceHistory.csv from localhost?”</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Click the Save button and pick a location to save the file. Change the name of the file to DeviceHistory1.csv when saving.</td>
<td>The file is saved to the chosen location with the name DeviceHistory1.csv.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Wait for a period of time that matches the cadence + 0.5 * the cadence. For example, if the cadence is 3 minutes, wait for 4.5 minutes.</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Select &quot;All Devices&quot; in the device filter</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Click on Submit</td>
<td>All devices that have reported presence to IMW return.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Click on the Export button in the upper left corner of the results table.</td>
<td>A dialog box opens asking, “Do you want to open or save DeviceHistory.csv from localhost?”</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Click the Save button and pick a location to save the file. Change the name of the file to DeviceHistory2.csv.</td>
<td>The file is saved to the chosen location with the name DeviceHistory2.csv.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Open DeviceHistory1.csv in a spreadsheet program and filter out all non-DuPage County subscribers.</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Open DeviceHistory2.csv in a spreadsheet program and filter out all non-DuPage County subscribers.</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Using the native spreadsheet tools, compare the Update Time columns between the two files.</td>
<td>The difference between the two files will be equal to the cadence period of 3 minutes.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Pass** ___ **Fail** ___

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Attachment: Motorola 918134 GPS & STARCOM21_Redacted_Optimized (ETS-R-0027-18 : Motorola PO 918134)
This page intentionally left blank.
Signoff Certificate
By their signatures below, the following witnesses certify they have observed the GPS Cadence Rate System Acceptance Test Procedure:

Signatures

WITNESS: ___________________________ Date: ______

Please Print Name: ___________________________ Init ______
Please Print Title: ___________________________

WITNESS: ___________________________ Date: ______

Please Print Name: ___________________________ Init ______
Please Print Title: ___________________________

WITNESS: ___________________________ Date: ______

Please Print Name: ___________________________ Init ______
Please Print Title: ___________________________
## EQUIPMENT LIST

### EQUIPMENT FOR STARCOM PARTNERSHIP

<table>
<thead>
<tr>
<th>QTY</th>
<th>NOMENCLATURE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SQM01SUM0273</td>
<td>MASTER SITE CONFIGURATION</td>
</tr>
<tr>
<td>1</td>
<td>CA02629AC</td>
<td>ADD: EXPAND 7.17 M CORE</td>
</tr>
<tr>
<td>1</td>
<td>CA02389AA</td>
<td>ENH: TRUNKED ENHANCED DATA</td>
</tr>
<tr>
<td>12</td>
<td>UA00408AA</td>
<td>ADD: ENHANCED DATA-P25 TRNK SITE</td>
</tr>
<tr>
<td>7</td>
<td>CA02473AA</td>
<td>ENH: 500 ENHANCED TRUNKED DATA USER LICENSES</td>
</tr>
<tr>
<td>1</td>
<td>T7140</td>
<td>G-SERIES SOFTWARE UPGRADE</td>
</tr>
<tr>
<td>2</td>
<td>CA03002AA</td>
<td>ADD:SITE RPTR SC EXP IV&amp;D- ENH DATA</td>
</tr>
<tr>
<td>24</td>
<td>CA03010AA</td>
<td>ADD:SIMUL REM ST LC EXP IV&amp;D-ENDATA</td>
</tr>
<tr>
<td>1</td>
<td>T8086</td>
<td>IMW UPG TO LATEST SHIPPING SOFTWARE ASTRO/LTE</td>
</tr>
<tr>
<td>1</td>
<td>T8108</td>
<td>UNS RESOURCE EXPANSIONS</td>
</tr>
<tr>
<td>4</td>
<td>UA00441AA</td>
<td>ADD: ADDITIONAL 1000 RESOURCES FOR PRESENCE</td>
</tr>
<tr>
<td>4</td>
<td>UA00439AA</td>
<td>ADD: ADDITIONAL 1000 RESOURCES FOR LOCATION</td>
</tr>
</tbody>
</table>

### GPS and ENHANCED DATA FLASH KITS

<table>
<thead>
<tr>
<th>QTY</th>
<th>NOMENCLATURE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>3500</td>
<td>T7627</td>
<td>TDMA</td>
</tr>
<tr>
<td>3500</td>
<td>QA03399AB</td>
<td>ADD: ENHANCED DATA</td>
</tr>
<tr>
<td>3500</td>
<td>QA00782AB</td>
<td>ENH: APX GPS ACTIVATION</td>
</tr>
<tr>
<td>2000</td>
<td>PMAS4001A</td>
<td>UHF 700/800 MHz Dual Band, GPS Whip Antenna</td>
</tr>
<tr>
<td>700</td>
<td>NAG4000</td>
<td>GPS Antenna</td>
</tr>
</tbody>
</table>

### TDMA FLASH KITS

<table>
<thead>
<tr>
<th>QTY</th>
<th>NOMENCLATURE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>T7553</td>
<td>DIGITAL SMARTZONE</td>
</tr>
<tr>
<td>225</td>
<td>QA00580AB</td>
<td>ENH: TDMA OPERATION</td>
</tr>
</tbody>
</table>
# PRICING SUMMARY

## 6.1 DUPAGE ETSB PRICING SUMMARY

### GPS

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>STARCOM21 Impact Fee Enhanced Data</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>System Integration For Engineering, System Technologist and Project Management</td>
<td>$86,144.00</td>
</tr>
<tr>
<td>STARCOM21 Equipment Enhanced Data</td>
<td>$416,120.00</td>
</tr>
<tr>
<td><strong>Discount: STARCOM21 Equipment Enhanced Data</strong></td>
<td>$(416,120.00)</td>
</tr>
<tr>
<td>Enhanced Data &amp; GPS Flash Kits (Quantity for 3,500 Subscribers)</td>
<td>$736,461.00</td>
</tr>
<tr>
<td>GPS AirTime ($2 per subscriber for 3,500 subscribers) for 5 years (capped at 2,838 Subscribers)</td>
<td>$340,560.00</td>
</tr>
<tr>
<td><strong>GPS Discount: ($50K Annually Will Be Billed in Years 3,4 and 5 for $150K GPS AirTime Total</strong></td>
<td>$(190,560.00)</td>
</tr>
<tr>
<td>PMAS4001A UHF 700/800 MHz Dual Band, GPS Whip Antenna (Qty 2,000 @ $22.63 each)</td>
<td>$45,260.00</td>
</tr>
<tr>
<td>NAG4000 GPS Antenna Qty 700 @$13.14 each</td>
<td>$9,198.00</td>
</tr>
<tr>
<td><strong>Total GPS</strong></td>
<td>$1,047,063.00</td>
</tr>
</tbody>
</table>

* If any of the 3,500 GPS/Enhanced Data Flashkits supplied in the contract are not needed they can be returned within 1 year of the final Acceptance Test Plan signature date for an equivalent credit applied toward Dupage’s STARCOM21 Airtime.

* A future GPS/Enhanced Data discount will be applied to any new APX subscribers that is purchased in 2018 or 2019 per the following schedule:
  - **Year 2018**  Discount: $210 per subscriber (100% Discount)
  - **Year 2019**  Discount: $105 per subscriber (50% Discount)
  - **Year 2020 & Beyond**  Discount: $0

### TDMA Flash Kits

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDMA Flash Kits (Quantity 225)</td>
<td>$116,550.00</td>
</tr>
<tr>
<td><strong>Customer Loyalty Discount</strong></td>
<td>$(80,536.00)</td>
</tr>
<tr>
<td><strong>TOTAL: TDMA Flash Kits (Quantity 225 at $160 each)</strong></td>
<td>$36,000.00</td>
</tr>
</tbody>
</table>

### Warrenville/Naperville Interoperability Solution

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warrenville/Naperville Interoperability Solution (includes Harris Consolette)</td>
<td>$16,943.00</td>
</tr>
</tbody>
</table>
## 4 Year STARCOM21 AirTime

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Mo Total</th>
<th>Annual Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,658</td>
<td>Local Use (Begin 1/1/2020)</td>
<td>$34.00</td>
<td>$90,372.00</td>
<td>$1,084,464.00</td>
</tr>
<tr>
<td>100</td>
<td>Dual Radios</td>
<td>$18.00</td>
<td>$1,800.00</td>
<td>$21,600.00</td>
</tr>
<tr>
<td>238</td>
<td>County Use</td>
<td>$39.00</td>
<td>$9,282.00</td>
<td>$111,384.00</td>
</tr>
<tr>
<td>200</td>
<td>Campus Use (Jail radios - capped at 200)</td>
<td></td>
<td>$1,667.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>3,196</td>
<td>Subscriber Total</td>
<td></td>
<td>Airtime Annual Total: $1,237,448.00</td>
<td>Airtime Four Year Total: $4,949,792.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Grand Total (4 Years Starcom21 Air time): $4,949,792.00</td>
<td></td>
</tr>
</tbody>
</table>

**Project Grand Total:** $6,049,798.00

*The current IL STARCOM21 contract ends 6/30/22. If there is any future Airtime rate reductions it would be credited back to the DuPage ETSB.

*Subscriber model types can be swapped or changed at anytime and will not affect the airtime prices or rates.

## 6.2 PAYMENT SCHEDULE

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola Solutions per the Illinois Prompt Payment Act (50 ILCS 505/1). Customer will make payments when due in the form of a check, cashier’s check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones:

- 100% of STARCOM21 Impact Fee – Due upon contract execution.
- 100% of Enhanced Data & System Integration for Engineering, System Technologist Project Management – Due upon contract execution.
- 100% of System Integration for Warrenville/Naperville Interoperability Solution – Due upon contract execution.
- 100% of Enhanced Data, GPS Flash Kits, TDMA Flash Kits – Will be invoiced upon Shipment.
- Installation of Flash Kits – invoiced upon completion of services.

Motorola Solutions shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola Solutions shall invoice for installations or civil work completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value.

**STARCOM21 Airtime** – Motorola Solutions will invoice Customer annually in advance of each year of the plan.
SECTION 7

CONTRACTUAL DOCUMENTATION

The following Contractual Documentation has been provided in the following pages:

- STARCOM21 User Agreement
- Attachment A (For County, Local, Campus Use Rate)
- Attachment A (For Dual Radio Use Rate)
- Communications System Agreement
STARCOM21 USER AGREEMENT

THIS STARCOM21 USER AGREEMENT including all Attachments hereto (the “User Agreement”) is made as of ___________ (the “Effective Date”) by and between Motorola Solutions, Inc., a Delaware corporation (“Motorola”), and Emergency Telephone System Board of DuPage County (“User”). No modification, amendment or waiver of any provision of this User Agreement shall be effective unless approved in writing by each of the Parties hereto.

Introduction

In 2001, Motorola and the State of Illinois (“State”) entered into Master Contract #TCVS1500, as amended January 15, 2005 and as amended subsequently, hereinafter referred to as the “Master Contract” pursuant to which the State agreed to lease from Motorola, and Motorola agreed to build, own and operate, a statewide, trunked-digital voice radio network for the State. As part of that contract, the parties agreed that the network, commonly referred to as the STARCOM21 Network (“STARCOM21”) had to have the capability of being expanded consistent with the Public Safety Wireless Network for use by other federal, state and local agencies as well as qualified non-governmental entities. The Master Contract is an indefinite quantity, non-exclusive master contract established for the use of State agencies, universities, boards, authorities and commissions (collectively “State Users”), and is also established for the use of federal, county and local governmental agencies and qualified non-governmental entities.

The Parties agree that the User Agreement shall be the vehicle that will be utilized to identify the terms and conditions that non-State Users will agree to in order to be able to access STARCOM21. Motorola is obligated in the Master Contract to provide certain levels of performance, and this User Agreement coordinates the rights and responsibilities of the parties in compliance with the Master Contract’s performance requirements. The obligations of Motorola to the State in the Master Contract take precedence over anything herein.

Pursuant to the Master Contract, Motorola is required, under the direction, guidance and oversight of the State, to supervise the day-to-day operations of STARCOM21 and maintain, and oversee, STARCOM21’s performance, coverage, functionality, availability, and reliability requirements. As a result of additional governmental and non-governmental entities utilizing STARCOM21, the State established an Oversight Committee. That Oversight Committee will govern the manner in which STARCOM21 is used by governmental and non-governmental entities. The State and Motorola are required to develop a joint system administration plan for STARCOM21.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Motorola and User hereby covenant and agree that all the provisions above are hereby incorporated by reference, as if fully set forth herein, and hereby covenant and agree as follows:

1. DEFINITIONS:

ISP: Illinois State Police. The ISP provides common communication channels to county and local law enforcement agencies including VHF frequencies known as “ISPERN” and “IREACH” and its inter-jurisdictional radio communications known as “HF-4”. STARCOM21 will incorporate and supplement these frequencies by interfacing the frequencies to ISP dispatch consoles.
ISPERN: Illinois State Police Emergency Radio Network is a dedicated VHF high-band radio channel established in 1965 to provide interagency communications capability to municipal, county, State, and Federal law-enforcement agencies to facilitate coordination of operations, wide-area dissemination of criminal or traffic offense information, and officer safety, and shall be integrated with STARCOM21.

IREACH: Illinois Radio Emergency Assistance Channel is a dedicated radio channel, 155.055 MHz, used for coordination of official public-safety activities by State or local agencies, including police, fire, EMS, IEMA, highway maintenance and natural resources, and shall be integrated with STARCOM21.

STARCOM21: Statewide, leased, trunked, digital voice mobile radio system being made available to the State by Motorola in compliance with the features, statewide coverage requirements, system performance, grade of service and reliability and other requirements set forth in the STARCOM21 Master Contract between Motorola and the State. As part of the Master Contract, Motorola is required to deploy, install and commission an infrastructure comprised of at least 169 tower sites or other “high” repeater sites, outfitted with fixed radio and transport equipment. The infrastructure will utilize the radio trunking control protocol conforming to the Association of Public Safety Communications Officials (“APCO”) Project 25 common air interface (“CAI”) standard. Subscriber services and user equipment must conform to APCO P25 standards for functionality, interoperability and construction.

2. ACCEPTANCE

This document, including the preceding clauses and any attachments, will become a contract when accepted in writing by an authorized employee of Motorola and an authorized signatory of the User. It is agreed that services will be provided only on the terms and conditions herein.

3. SERVICES AND USER FEES

3.1 User requests, and Motorola agrees to provide, the additional services at the fees detailed on Attachment A that are unique to User and that do not conflict or limit Motorola’s ability to meet its obligations to the State under the Master Contract. The fees do not include any taxes, assessments or duties, all of which will be paid by User, except as exempt by law. User and Motorola understand and agree that User shall load on STARCOM21 the radios specified in Attachment A pursuant to the schedule set forth in that attachment (User may load the specified radios onto STARCOM21 in advance of the schedule with prior written approval of Motorola).

3.2 User understands and agrees that any and all programming of User equipment or other related expenses associated with the service provided to User under this User Agreement shall be the responsibility of and paid for by User. Any incompatibility resulting from equipment provided by User shall be at User’s sole risk, responsibility and expense. Motorola agrees to take no action that would result in programming or reprogramming of User equipment prior to discussing such action with User.

3.3 User specifically acknowledges that Motorola is managing STARCOM21 on behalf of the State and is only authorized to provide access to STARCOM21 in accordance with its obligations under the Master Contract. To the extent that any User authorizes Motorola to use its resources in connection with STARCOM21 (e.g. frequencies, towers, sites, etc.) all STARCOM21 Users shall be entitled to use such resources in connection with their use of STARCOM21, subject to FCC restrictions or authorizations. The provisions of this paragraph 3.3 are subject to the following requirements:
a. Any expansions of STARCOM21 to accommodate radio communication needs for authorized, non-State users cannot compromise or degrade STARCOM21’s functionality and performance, service level (i.e. “Grade of Service”), availability, and radio coverage for existing STARCOM21 Users. Motorola will be required to provide STARCOM21 Users access to any additional working channels or sites deployed to expand STARCOM21 at no additional cost to the State.

b. Participating STARCOM21 Users that have patching requirements will need to have such requirements reviewed and approved by the Motorola System Manager and, if applicable, the Oversight Committee. Approval of additional patching is contingent on the impact that the patches will have on the Grade of Service for existing STARCOM21 Users.

The use of vehicular repeaters on STARCOM21 is contingent on spectrum availability and will need to be reviewed by the Motorola System Manager and, if applicable, the Oversight Committee.

User further understands certain talk group prioritization of non-first responder public safety users may occur.

4. REGULATORY ISSUES

4.1 It shall be the responsibility and obligation of User to seek all approvals including federal, state, county, municipal or other governmental authority having jurisdiction over User in order to enter into this User Agreement.

4.2 User understands that numerous entities, including, without limitation, public safety users and special emergency users, will utilize STARCOM21.

4.3 User understands that pursuant to Federal Communications Commission (FCC) rules only certain entities are qualified to utilize STARCOM21. User represents and warrants that it will meet all FCC eligibility requirements to utilize STARCOM21 during the term of this User Agreement. User represents, warrants and covenants on the date hereof and throughout the term of this User Agreement that it is, and will remain, qualified to utilize STARCOM21 and that it meets, and will continue to meet, all such FCC eligibility requirements. If for any reason User finds that it is not in compliance with FCC regulations, it shall immediately notify Motorola in writing, (but under no circumstances exceeding 14 days) and outline a course of action to come into compliance within a reasonable period of time.

4.4 User understands and acknowledges that some or all of the licenses pursuant to which STARCOM21 operates are held by governmental and non-governmental entities, who are also Licensees. For purposes of this User Agreement, a Licensee is defined as a qualified governmental or non-governmental entity that owns its own frequencies and agrees to allow those frequencies to be utilized on STARCOM21 by STARCOM21 participants. User acknowledges that all shared transmitter use must be subject to Licensees’ control. User understands there may be significant consequences to Motorola and other STARCOM21 Users should access to and use of such transmitters be unreasonably withheld by a Licensee.

4.5 User understands that Motorola and/or the Licensees can discontinue service, remove one or more licenses from STARCOM21, or take any other steps that they reasonably believe are in the best interests of STARCOM21 or that may be necessary to comply with any federal, state, or local law, order, or directive. Any such action shall not give rise to any claim on the part of User against Motorola or the
Licensees. Motorola shall provide written notice to User of any action under this paragraph no less than ninety (90) days prior to taking such action unless otherwise required by law.

5. TERM

5.1 Unless otherwise provided in Attachment A, this User Agreement will remain in full force and effect for a period of one (1) year from the Effective Date. After such one (1) year period, it shall automatically renew for additional one (1) year periods unless either party notifies the other party in writing of its intent not to renew at least ninety (90) days prior to the end of the then current term. Notwithstanding anything contained herein or in Attachment A to the contrary, expiration of the STARCOM21 TCVS-1500 Master Contract due to the time limit set forth in either: a) the Illinois Procurement Code (30 ILCS 500/20-60 et al.); or b) the contract itself, shall not result in the automatic termination of this Agreement, provided that Motorola and the State enter into a functionally equivalent replacement contract to ensure continuity of services and operation of the STARCOM21 radio system.

5.2 In the event any frequency authorization held by User, Motorola, or any other Licensee under which STARCOM21 operates is revoked by the FCC, then Motorola may elect to terminate this User Agreement without any liability to Motorola or the Licensees, upon written notification from Motorola to User.

6. ASSIGNMENT SUBCONTRACT

User may not assign its rights or delegate its duties hereunder in whole or in part without the express written consent of Motorola. Motorola may assign its rights, delegate or subcontract its duties hereunder in whole or in part consistent with Motorola’s obligations under the Master Contract, provided that written notice is given to User.

7. ADDITIONAL UNITS

If User is not in default, then at any time during the term of this User Agreement or any renewal period hereof, service will be provided for additional radios ordered by the User, up to the total number of additional radios specified in Attachment A, and according to the terms of Attachment A.

8. COVENANTS OF USER

User agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC, and (b) to operate its radios and any related equipment so as not to cause undue interference with any other users using STARCOM21. Motorola reserves the right to temporarily suspend service to specific radio users subsequent to notification of the user due to harmful interference or disruptive radio use created by such individual user. Any such action shall not give rise to any claim on the part of User against Motorola or STARCOM21 Users. User recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, Motorola may propose modifications to this User Agreement to comply with any such changes in FCC requirements, and User shall not unreasonably withhold approval of such changes.
9. COVERAGE

9.1 STARCOM21 coverage prediction is based on the knowledge of the propagation of radio signals and the ways in which they are attenuated as they travel through the atmosphere, over terrain, through trees, around buildings, and around various obstacles. Predicted coverage is dependent on many factors including the following: (1) transmitter power; (2) receiver sensitivity; (3) antenna gains; (4) transmission line loss; (5) antenna height; (6) noise; (7) tree density; (8) buildings; (9) terrain variations; and (10) atmospheric conditions. Coverage is also dependent on user factors including: (1) antenna type and location; (2) radio programming; (3) battery condition of portables; (4) maintenance of the radio; and (5) firmware version.

9.2 User acknowledges that one hundred percent (100%) coverage of any area at all times is improbable. Testing and experience with actual field conditions indicate adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt service at any time. Such events are beyond the reasonable control of Motorola and STARCOM21 Users. Other causes beyond the reasonable control of Motorola and STARCOM21 Users include but are not limited to motor ignition and other electrical noise that could be minimized by corrective devices at User’s expense.

10. DEFAULT AND REMEDIES

10.1 If (a) User fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by Motorola to User or (b) User defaults under a System Management Agreement or similar agreement whereby User contracts with Motorola for management services for User’s FCC license(s) in conjunction with STARCOM21 and such default continues beyond any applicable cure period, then the User shall be deemed in default under this User Agreement.

10.2 In the event of default by User hereunder, Motorola has the right, at its option, to immediately terminate this User Agreement, retain all payments made hereunder, deny User any service provided by STARCOM21, and impose a separate charge for disconnect and a separate charge for reconnect expenses, each in an amount reasonably determined by Motorola. If disconnect takes place, User may also be subjected to additional costs for reprogramming its equipment in an amount reasonably determined by Motorola and User agrees to immediately pay all such costs. Each and all of the rights and remedies of Motorola hereunder are cumulative to, and not in lieu of, each and every other such right and remedy and every other right and remedy afforded by law and equity. In the event that Motorola determines that it is necessary to exercise the rights above, then Motorola will provide User written notice of its intention to exercise such right and provide ninety (90) days notice prior to the exercise of such right.

11. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF REMEDIES

WITH RESPECT TO ANY EQUIPMENT WHICH MAY BE USED CONSISTENT WITH THIS USER AGREEMENT TO ACCESS STARCOM21 OR ANY SERVICES PROVIDED HEREUNDER, MOTOROLA AND STARCOM21 USERS HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH SUCH EQUIPMENT (WHETHER PURCHASED OR LEASED BY USER FROM MOTOROLA OR FROM A THIRD PARTY) AND SERVICES,
12. INTERRUPTION OF SERVICE; FORCE MAJEURE

Notwithstanding any other provision of this User Agreement, neither Motorola nor STARCOM21 Users shall be liable to User or any other person for any loss or damage, regardless of cause, for interruption, delay, or loss of radio service except as described in Section 13 hereof. Motorola and/or STARCOM21 Users do not assume and shall have no liability under this User Agreement for failure to provide, interruption, or delay in providing service due directly or indirectly to causes beyond the control of Motorola and/or STARCOM21 Users or their agents, employees or contractors, including without limitation, matters listed in Sections 8 and 9 herein, results of the rebanding projects, acts of God, acts of a public enemy, acts or failures to act on the part of any third party, acts by civil or military authority, governmental priorities, strikes or other labor disturbances; earthquakes, fires, floods, epidemics, embargoes, war or riot. In the event of any failure or delay attributable to the fault of Motorola, STARCOM21 Users or their agents, employees or contractors, User’s sole remedy shall be limited as is more fully described in Section 13 below.

13. LIMITATIONS OF LIABILITY

13.1 User acknowledges that the radio service provided hereunder uses radio channels to transmit voice and data communications and that the service may not be completely private. Neither Motorola, nor Licensees shall be liable to User for any claims, loss, damages or cost that may result from lack of privacy on STARCOM21.

13.2 Neither Motorola, nor STARCOM21 Users shall be liable for any damage, accident, injury or the like occasioned by the use of the radio service or the presence of equipment, including 700 or 800 MHz radio handsets and other devices, facsimile units, and ancillary equipment of User and/or Motorola.

13.3 Neither Motorola, nor STARCOM21 Users shall be liable for any defacement or damage to User’s motor vehicle(s) or any personal or real property resulting from the presence of 700 or 800 MHz radio and ancillary equipment.

13.4 NO INDEMNIFICATION SHALL BE PROVIDED HEREUNDER BY MOTOROLA OR LICENSEES.

13.5 EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA’S TOTAL LIABILITY RELATED TO THE SERVICES PERFORMED HEREUNDER, 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 THE USER FEES AND SERVICES IDENTIFIED IN ATTACHMENT A WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED (UNLESS LIABILITY IS OTHERWISE DISCLAIMED HEREIN IN WHICH CASE, MOTOROLA SHALL HAVE NO LIABILITY).

13.6 USER ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL MOTOROLA, OR STARCOM21 USERS HAVE ANY LIABILITY TO USER UNDER THIS USER AGREEMENT FOR LOSSES OR DAMAGES OF ANY KIND RELATED TO ANY EQUIPMENT,
INCLUDING WITHOUT LIMITATION, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, LOSSES OR DAMAGES IN EITHER CONTRACT WARRANTY, INDEMNIFICATION, NEGLIGENCE, OR STRICT LIABILITY IN TORT, OR OTHERWISE.

13.7 USER ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL LICENSEES HAVE ANY LIABILITY TO USER UNDER THIS USER AGREEMENT FOR LOSSES OR DAMAGES OF ANY KIND RELATED TO SERVICES PERFORMED HEREUNDER, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, LOSSES OR DAMAGES IN EITHER CONTRACT WARRANTY, INDEMNIFICATION, NEGLIGENCE, OR STRICT LIABILITY IN TORT, OR OTHERWISE.

13.8 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER MOTOROLA, NOR LICENSEES WILL BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, SAVINGS, OR PROFITS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS USER AGREEMENT, THE EQUIPMENT, OR THE PERFORMANCE OF SERVICES PURSUANT TO THIS USER AGREEMENT.

13.9 No action for contract breach or otherwise relating to the transactions contemplated by this User Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

13.10 User does not waive any of its protection under the Local Government and Governmental Tort Immunity Act.

14.  NOTICES

Any notice or demand required or permitted to be given or made hereunder shall be given or made by certified or registered mail to the addresses shown immediately below the signature of the parties’ signatory to this User Agreement.

15.  WAIVER

Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

16.  GENERAL

In the event of a conflict between the obligations of Motorola to User under this User Agreement and the obligations of Motorola to the State under the Master Contract, the obligations of Motorola to the State will take precedence over those to User hereunder. No modification or amendment of this User Agreement, including any attachments hereto, shall be valid unless made in writing and signed by the parties hereto. This User Agreement constitutes the entire agreement of the parties related to the subject matter hereof and shall supersede all prior offers, proposals, negotiations and agreements, except where
incorporated into or referenced by this User Agreement. If any provision of this User Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this User Agreement shall not be affected thereby. This User Agreement is exclusively for the benefit of the parties hereto and STARCOM21 Users and shall, under no circumstances, be deemed to benefit any other party whatsoever except STARCOM21 Users. This User Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. All of the Sections in this User Agreement shall survive the expiration or termination of this User Agreement for any reason, with the exception of the following: Sections 1, 2, 5, 6 and 7.

IN WITNESS WHEREOF, User and Motorola, by and through their authorized representatives, have made and executed this User Agreement.

MOTOROLA

MOTOROLA SOLUTIONS, INC., a Delaware corporation

By: ________________________________
Title: ______________________________
Date: ______________________________

Address
Motorola Solutions, Inc.
Attn: Commercial Counsel
Motorola Solutions Law Department
500 West Monroe, 43rd Floor
Chicago, IL 60661

Copy to:
Motorola Solutions, Inc.
Attn: STARCOM21 System Manager
1299 E. Algonquin Rd
Schaumburg, IL 60196

USER

ETSB of DuPage County
By: ________________________________
Title: ______________________________
Date: ______________________________

Address
ETSB of DuPage County
421 N. County Farm Road
Wheaton, IL 60187
ATTACHMENT A
ATTACHMENT A
TO
STARCOM21 USER AGREEMENT
(For County, Local, Campus Use Rate)

THIS ATTACHMENT A TO THE USER AGREEMENT sets forth the STARCOM21 management services to be provided by Motorola and the fees for those services.

STARCOM21 Management Services
Motorola shall perform the following STARCOM21 management services:

- Shared Access, Maintenance, and System Upgrades of the Motorola Owned Master Site – Master Switching Office (Zone Controller).
- 24x7 Maintenance of the Motorola Owned RF Site Infrastructure.
  - On-site Response
  - Depot Repair
  - Remote Monitoring
  - HVAC Maintenance (of STARCOM21 sites)
  - Generator, Battery, UPS Maintenance (of STARCOM21 sites)
  - Generator Fuel
  - Antenna System Maintenance
- Telco Leased Line – Site Connectivity
  - Motorola will provide connectivity to the STARCOM21 sites.
- Software Maintenance
  - Motorola will provide a Software Subscription Agreement (SSA) as part of the Annual Fee (as defined below). The SSA includes software and hardware upgrades only to Motorola owned STARCOM21 infrastructure.
  - Motorola agrees not to make any software or hardware changes to the Master Switch Office which would require upgrades to the User infrastructure without advance notification to User.

Any services not specifically set forth above shall not be provided by Motorola, including, but not limited to the following:

- Radio hardware maintenance
- Any software or hardware upgrades that may be required to the User owned infrastructure or radio units.

The radios will be loaded on STARCOM21 in accordance with the following schedule: _N/A_____.

Fees
The initial monthly fee for STARCOM21 management services shall be calculated as follows: the number of radios loaded on the system multiplied by the applicable monthly fee ("Monthly Fee") from the table below. The parties have agreed that initially there will be 3,096 radios loaded on the system. The initial annual fee shall be the monthly fee multiplied by twelve (12). There shall be no airtime charges (i.e., roaming) assessed. User will be invoiced on a monthly basis in advance of the period of service. Payment will be due in accordance with the Local Government Prompt Payment Act, 50ILCS 505/1. All fees are subject to increase based upon the terms of the Master Contract.

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Additional Terms and Conditions to the User Agreement

Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to User under this User Agreement will remain Motorola’s property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. User may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this User Agreement. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by User to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide User with access to its confidential and proprietary information, including cost and pricing data. This User 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 services performed under this User Agreement. This Section shall survive the expiration or termination of the User Agreement.

The term "Master Contract" shall include any and all amendments, revisions or replacements thereof as may now exist or be agreed upon from time to time by Motorola and the State.
ATTACHMENT A
TO
STARCOM21 USER AGREEMENT
(For Dual Radio Use Rate)

THIS ATTACHMENT A TO THE USER AGREEMENT sets forth the STARCOM21 management services to be provided by Motorola and the fees for those services.

STARCOM21 Management Services
Motorola shall perform the following STARCOM21 management services:

- Shared Access, Maintenance, and System Upgrades of the Motorola Owned Master Site – Master Switching Office (Zone Controller).

- 24x7 Maintenance of the Motorola Owned RF Site Infrastructure.
  - On-site Response
  - Depot Repair
  - Remote Monitoring
  - HVAC Maintenance (of STARCOM21 sites)
  - Generator, Battery, UPS Maintenance (of STARCOM21 sites)
  - Generator Fuel
  - Antenna System Maintenance

- Telco Leased Line – Site Connectivity
  - Motorola will provide connectivity to the STARCOM21 sites.

- Software Maintenance
  - Motorola will provide a Software Subscription Agreement (SSA) as part of the Annual Fee (as defined below). The SSA includes software and hardware upgrades only to Motorola owned STARCOM21 infrastructure.
  - Motorola agrees not to make any software or hardware changes to the Master Switch Office which would require upgrades to the User infrastructure without advance notification to User.

Any services not specifically set forth above shall not be provided by Motorola, including, but not limited to the following:

- Radio hardware maintenance

- Any software or hardware upgrades that may be required to the User owned infrastructure or radio units.

The radios will be loaded on STARCOM21 in accordance with the following schedule: ___N/A__.
Fees

The initial monthly fee for STARCOM21 management services shall be calculated as follows: the number of radios loaded on the system multiplied by $18.00 (“Monthly Fee”). The parties have agreed that initially there will be 100 radios loaded on the system. The initial annual fee shall be the monthly fee multiplied by twelve (12). There shall be no airtime charges (i.e., roaming) assessed. User will be invoiced on a monthly basis in advance of the period of service. Payment will be due in accordance with the Local Government Prompt Payment Act, 50ILCS 505/1. All fees are subject to increase based upon the terms of the Master Contract.

Additional Terms and Conditions to the User Agreement

Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to User under this User Agreement will remain Motorola’s property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. User may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this User Agreement. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by User to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide User with access to its confidential and proprietary information, including cost and pricing data. This User 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 services performed under this User Agreement. This Section shall survive the expiration or termination of the User Agreement.

The term “Master Contract” shall include any and all amendments, revisions or replacements thereof as may now exist or be agreed upon from time to time by Motorola and the State.
Communications System Agreement

Motorola Solutions, Inc. (“Motorola”) and Emergency Telephone System Board of the County of DuPage, an agency of the County of DuPage (“Customer”) enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.” For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

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

Exhibit A Motorola “Software License Agreement”
Exhibit B “Pricing Summary” and “Payment Schedule”
   B-1 “Pricing Summary” dated 5/30/18
   B-2 “Payment Schedule” undated
Exhibit C “Technical and Implementation Documents”
   C-1 “System Description” dated 5/30/18
   C-2 “Equipment List” dated 5/30/18
   C-3 “Statement of Work” dated 5/30/18
   C-4 “Acceptance Test Plan” or “ATP” dated 5/30/18
   C-5 “Performance Schedule” dated 5/30/18
Exhibit D Service Statement(s) of Work and “Service Terms and Conditions” (INAPPLICABLE)
Exhibit E INTENTIONALLY OMITTED.
Exhibit F “System Acceptance Certificate” F

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:


2.2. “Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

2.3. “Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

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

2.5. “Contract Price” means the price for the System, excluding applicable sales or similar taxes and freight charges.

2.6. “Effective Date” means that date upon which the last Party executes this Agreement.
2.7. “Equipment” means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

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

2.9. “Infringement Claim” means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.10. “Motorola Software” means Software that Motorola or its affiliated company owns.

2.11. “Non-Motorola Software” means Software that another party owns.

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

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

2.14. “Software” means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

2.15. “Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

2.16. “Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

2.17. “System” means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.

2.18. “System Acceptance” means the Acceptance Tests have been successfully completed.

2.19. “Warranty Period” means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 Scope of Agreement and Term

3.1. SCOPE OF WORK. Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until Final System Acceptance or expiration of the Warranty Period, whichever occurs last.
3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and Customer will pay all such invoices in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, et seq), based upon receipt of invoice. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at http://www.motorola.com/businessandgovernment/ and the MOL telephone number is (800) 814-0601.

3.5. INTENTIONALLY OMITTED.

3.6. MAINTENANCE SERVICE. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those other maintenance, support or software subscription services will be Motorola’s standard Service Terms and Conditions, together with the appropriate statements of work.

3.7. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.8. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor’s rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.9. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.10. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a “Priced Options” exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services
Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

3.11. FIBER-BASED BACKHAUL TRANSPORT SERVICE. Motorola will arrange for fiber-based backhaul transport service pursuant to the applicable terms and conditions of this Agreement. The service will commence near the time of System Acceptance.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance. Customer affirms that a purchase order or notice to proceed is not required for subsequent years of service and that Customer will appropriate according to the Payment Schedule. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment per this Agreement.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is detailed in Exhibit B-1, based on initial System design. Motorola has priced the services, Software, and Equipment as an integrated system. A change in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment Schedule. Customer will pay all such invoices in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, et seq) based upon receipt of invoice and incur interest charges for late payment in accordance with the provisions of that Act. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon delivery. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

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

ETSB of DuPage County
421 N. County Farm Road, Wheaton, IL 60187

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

DuPage County

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

N/A

Customer may change this information by giving written notice to Motorola.
Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process. Any Motorola employee, technician, or subcontractor who has not previously obtained a background check and security clearance from Customer shall obtain a background check and security clearance from Customer before commencing work for Customer.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modern access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests as determined by Customer. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.
8.3 BENEFICIAL USE. Customer acknowledges that Motorola’s ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola’s prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1 SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola’s control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2 EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer’s control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3 MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer’s control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4 EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer’s failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5 WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola’s liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding
to the claim on a time and materials basis using Motorola’s then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

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

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

Section 10 DELAYS

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

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

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

11.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives.

11.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Dispute, either Party may then submit the Dispute to the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, State of Illinois or United States District Court for the Northern District of Illinois. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.
Section 12  DEFAULT AND TERMINATION

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

12.2  FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3  CONVENIENCE. Customer may terminate this Agreement (in whole or part) at any time. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. 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 Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for (1) the portion of the Contract Price attributable to the Equipment and/or Software delivered, and all services performed, on or before the effective date of the termination; and (2) costs and expenses that Motorola incurs as a result of the termination of the Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts, restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, Customer will be liable to pay Motorola for the reasonable value of such Equipment, Software, services, costs and expenses. Notwithstanding the above, Customer shall have no right to terminate this Agreement if Motorola has given Customer a notice of default and such default has not been cured.

12.4  INTENTIONALLY OMITTED.
Section 13 INDEMNIFICATION

13.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer arising from performance of this Agreement to the extent permitted by law and caused by tortious or wrongful acts or omissions of Motorola, its subcontractors, or their employees or agents, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola’s general indemnification of Customer from liabilities that are in any way related to Motorola’s performance under this Agreement.

13.2. INTENTIONALLY OMITTED.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software (“Motorola Product”) directly infringes a United States patent or copyright (“Infringement Claim”). Motorola’s duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola’s obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim. Notwithstanding any provision of this Paragraph to the contrary, the State’s Attorney of DuPage County is the Customer’s exclusive legal representative. Motorola’s control of the defense of the suit and all negotiations for its settlement or compromise shall be subject to the approval of the State’s Attorney, who shall not unreasonably interfere with Motorola’s defense, negotiations, or settlement.

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

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

13.3.4. This Section 13 provides Customer’s sole and exclusive remedies and Motorola’s entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.
Section 14  LIMITATION OF LIABILITY

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

Section 15  CONFIDENTIALITY AND PROPRIETARY RIGHTS

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

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

Section 16  GENERAL

16.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, et seq) based upon receipt of invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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

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

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

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

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

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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

Motorola Solutions, Inc. DuPage County ETSB
Attn: Law Department Attn: 911 System Coordinator
500 West Monroe Street, 43rd Floor 421 County Farm Road
Chicago, IL 60661 Wheaton, IL 60187
16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

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

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.7 (Motorola Software); Section 3.8 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.
The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.                                              DuPage County ETSB

By: ____________________________                                               By: ____________________________
Name: __________________________                                            Name: __________________________
Title: __________________________                                            Title: __________________________
Date: __________________________                                               Date: __________________________
Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Emergency Telephone System Board of the County of DuPage, an agency of the County of DuPage ("Licensee").

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.
3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee’s use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

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

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

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

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

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

Section 5  OWNERSHIP AND TITLE

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

Section 6  LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1 Subject to the Customer delay provision of Section 9.3 of the Communications System Agreement, the commencement date and the term of the Software warranty for Software included in the System will be a period of one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first (the "Warranty Period"). The commencement date and the term of the Software warranty for Software licensed separately from the System in accordance with Section 3.4 of the Communications System Agreement will be a period of ninety (90) days from Motorola’s shipment of the Software. If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee’s use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee’s particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

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

6.3 Warranty claims are described in the Primary Agreement.

6.4 The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.
Section 7 TRANSFERS

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

Section 8 TERM AND TERMINATION

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

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

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

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

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

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.
Section 12  NOTICES

Notices are described in the Primary Agreement.

Section 13  GENERAL

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

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

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

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

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

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

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

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.
Exhibit B-1

PRICING SUMMARY

SEE MOTOROLA’S PROPOSAL DATED MAY 30, 2018
Exhibit B-2

PAYMENT SCHEDULE

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola Solutions per the Illinois Prompt Payment Act (50 ILCS 505/1. Customer will make payments when due in the form of a check, cashier’s check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

• 100% of STARCOM21 Impact Fee – Due upon contract execution.

• 100% of Enhanced Data & System Integration for Engineering, System Technologist Project Management – Due upon contract execution.

• 100% of System Integration for Warrenville/Naperville Interoperability Solution – Due upon contract execution.

• 100% of Enhanced Data, GPS Flash Kits, TDMA Flash Kits – Will be invoiced upon Shipment.
• Installation of Flash Kits – invoiced upon completion of services.
Motorola Solutions shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola Solutions shall invoice for installations or civil work completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value.

STARCOM21 Airtime – Motorola Solutions will invoice Customer annually in advance of each year of the plan.
Exhibit C

TECHNICAL AND IMPLEMENTATION DOCUMENTS

SEE MOTOROLA’S PROPOSAL DATED MAY 30, 2018
Exhibit D

SERVICE STATEMENT(S) OF WORK AND SERVICE TERMS AND CONDITIONS

INAPPLICABLE
SERVICE TERMS AND CONDITIONS

Motorola Solutions, Inc. ("Motorola") and the customer named in the Communications System Agreement ("Customer") hereby agree as follows:

Section 1  APPLICABILITY

These Service Terms and Conditions apply to Maintenance Services provided in accordance with the Statements of Work included in Exhibit D of the Communications System Agreement to which these terms and conditions are attached.

Section 2  DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions and the other attachments in Exhibit D of the Communications System Agreement, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over the other attachments in Exhibit D.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "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 Exhibit B of the Communications System Agreement to which these terms and conditions are attached.

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 the 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 that 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 this Equipment will terminate at the end of the month in which Motorola receives the 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 that Equipment; remove that Equipment from the Agreement; or increase the price to Service that 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 the 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 those 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

Motorola will invoice Customer annually in advance of each year of Services. All other charges will be 
billed monthly, and Customer must pay each invoice in accordance with the Illinois Local Government 
Prompt Payment Act based upon receipt of invoice.

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.

10.3. Customer may terminate this Agreement (in whole or part) at any time. To exercise this right, Customer
must provide to Motorola formal written notice at least thirty (30) days in advance of the
effective date of the termination. 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 Customer
exercises this right to terminate for convenience, it will be liable to pay Motorola for (1) the
portion of the Contract Price attributable to the Services performed, on or before the effective date of the
termination; and (2) costs and expenses that Motorola incurs as a result of the termination of the
Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts,
restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or
the recoverable costs and expenses attributable to the termination of the Agreement are not readily
ascertainable, Customer will be liable to pay Motorola for the reasonable value of such Services, costs
and expenses. Notwithstanding the above, Customer shall have no right to terminate this Agreement if
Motorola has given Customer a notice of default and such default has not been cured.

10.4. If the Customer terminates this Agreement before the end of the Term, for any reason other than
Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount
applied to the last three (3) years of Service payments for the original Term. Annual discounts for the
Term can be found on the Pricing exhibit.

Section 11  LIMITATION OF LIABILITY

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 contract breach or otherwise relating to the transactions contemplated
by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except
for money due upon an open account. This limitation of liability will survive the expiration or termination
of this Agreement and applies notwithstanding any contrary provision.

Section 12  EXCLUSIVE TERMS AND CONDITIONS

12.1. In the event of inconsistencies between this Exhibit and the Communications System
Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of
this Exhibit, and not the Communications System Agreement or any other exhibit as it applies to any
other subject matter.
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 will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is 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 confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial 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 governmental 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 will be modified as necessary to conform to applicable 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 this property, and return it to Motorola upon request. This 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 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 that are beyond that party’s reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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

17.7. Motorola has priced the Agreement based on the initial System configuration and Service plans. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (http://www.bls.gov/ro5/cpimid.htm), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. The parties will execute a change order to reflect any price change.

17.8. 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 those services on a time and materials basis at Motorola’s then effective hourly rates.
Exhibit E

INTENTIONALLY OMITTED
Exhibit F
SYSTEM ACCEPTANCE CERTIFICATE

Customer Name: ____________________________________________________________

Project Name: _____________________________________________________________

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative: ________________________________________________
Motorola Representative: ________________________________________________

Signature: ____________________________ Signature: ____________________________
Print Name: __________________________ Print Name: __________________________
Title: ________________________________ Title: ________________________________
Date: ________________________________ Date: ________________________________

FINAL PROJECT ACCEPTANCE:
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative: ________________________________________________
Motorola Representative: ________________________________________________

Signature: ____________________________ Signature: ____________________________
Print Name: __________________________ Print Name: __________________________
Title: ________________________________ Title: ________________________________
Date: ________________________________ Date: ________________________________
Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Motorola Solutions, Inc.

Business name/disregarded entity name, if different from above.

Check appropriate box for federal tax classification of the owner whose name is entered on line 1. Check only one of the following seven boxes.

- Individual sole proprietor or single-member LLC
- Corporation
- S Corporation
- Partnership
- Trust/estate
- Other (see instructions)

Limited liability company. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership).

Note: Check the appropriate box in the line above for the tax classification of the single member owner. Do not check LLC if the LLC is classified as a single member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.) See instructions.

500 W. Monroe Street, 44th Floor

City, state, and ZIP code

Chicago, IL 60661

List account number(s) here (optional)

Requestor's name and address (optional)

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Part II - Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requestor) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall submit such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

- **NONE (check here) - If no contributions have been made**

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens for Dan Cronin</td>
<td>Motorola Solutions, Inc.</td>
<td>Cash</td>
<td>$500.00</td>
<td>Feb 20, 2018</td>
</tr>
</tbody>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

- **NONE (check here) - If no contacts have been made**

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

**Continuing disclosure is required, and I agree to update this disclosure form as follows:**
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name: Pat Hughes
Title: IL Sales Manager
Date: May 17, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)