

ORDINANCE NO. 1999-12-125

AN ORDINANCE
REVISING THE ANNUAL BUDGET ORDINANCE
(COPS More Grant)

WHEREAS, the Annual Budget Ordinance of and for the City of Urbana, Champaign County, Illinois, for the fiscal year beginning July 1, 1999, and ending June 30, 2000, (the "Annual Budget Ordinance") has been duly adopted according to sections 8-2-9.1 et seq. of the Illinois Municipal Code (the "Municipal Code") and Division 2, entitled "Budget", of Article VI, entitled "Finances and Purchases", of Chapter 2, entitled "Administration", of the Code of Ordinances, City of Urbana, Illinois (the "City Code"); and

WHEREAS, the City Council of the said City of Urbana finds it necessary to revise said Annual Budget Ordinance by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves; and

WHEREAS, funds are available to effectuate the purpose of such revision; and

WHEREAS, such revision is not one that may be made by the Budget Director under the authority so delegated to the Budget Director pursuant to section 8-2-9.6 of the Municipal Code and section 2-133 of the City Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the Annual Budget Ordinance be and the same is hereby revised to provide as follows:

FUND: COPS More Grant

ADD REVENUE:	Federal Grant	\$ 899,442
	Transfer from City Urbana	
	Veh. & Eq. Repl. Fund	\$ 30,000
	Local Match, Other Agencies	\$ 270,314
	Other Agencies, Admin.	\$ 4,500
	Total Revenues	\$1,204,256
ADD EXPENDITURES:	Purchase M.D.C.'s, Urbana	\$ 118,000
	Purchase M.D.C.'s, Others	\$1,081,256
	R.P.C. Contractual Admin.	\$ 5,000
	Total Expenditures	\$1,204,256

Section 2. This Ordinance shall be effective immediately upon passage and approval and shall not be published.

Section 3. This Ordinance is hereby passed by the affirmative vote of two-thirds of the members of the corporate authorities then holding office, the "ayes" and "nays" being called at a regular meeting of said Council.

PASSED by the City Council this 20th day of December,
1999.

AYES: Hayes, Huth, Kearns, Patt, Taylor, Wyman, and Mayor Satterthwaite

NAYS:

ABSTAINED:

APPROVED by the Mayor this 28th day of December,
1999.



Phyllis D. Clark
Phyllis D. Clark, City Clerk

Phyllis D. Clark, Deputy Clerk

Tod Satterthwaite

Tod Satterthwaite, Mayor



INTERGOVERNMENTAL AGREEMENT
Regarding
COPS MORE MOBILE DATA COMPUTER GRANT

City of Urbana
400 South Vine Street
Post Office Box 219
Urbana, Illinois 61801-0219
(217) 384-2362
FAX (217) 384-2301

This is an intergovernmental agreement between and among the following units of local government and university: Champaign County, Illinois (the "County"); the City of Champaign, an Illinois municipal corporation ("Champaign"); the City of Urbana, an Illinois municipal corporation ("Urbana"); the Village of Mahomet, an Illinois municipal corporation ("Mahomet"); the Village of Ludlow, an Illinois municipal corporation ("Ludlow"); and the Board of Trustees of the University of Illinois on behalf of the Urbana Campus, ("University"), hereinafter referred to collectively as the "Champaign County Consortium" or the "Consortium", and referred to individually as the "Parties" or "Party".

Preamble:

1. The U.S. Department of Justice's Office of Community Oriented Policing Services (hereinafter "Department") has awarded a grant to the Consortium in the amount of \$899,442.00 (hereinafter the "Grant") under the COPS MORE 98 Program, to be apportioned among the Parties in the manner shown in Exhibit "A", attached hereto and incorporated by reference herein, for the purpose of purchasing mobile data computers ("MDCs"); and

2. The Consortium and each of the Parties therein are required, as a condition of acceptance of said Grant for the purchase of technology and equipment, to comply with various conditions set forth in the Department's COPS MORE '98 Grant Owner's Manual, (hereinafter "Manual") incorporated by reference herein, and various federal administrative requirements incorporated by reference in said Manual, including but not limited to the provision of matching funds; and



3. The Parties have agreed upon the selection of a vendor for the purchase of the mobile data computers with the Grant funds; and

4. The Parties agree that designating one of the Parties as the lead agency for administering said Grant on behalf and for the benefit of said members will promote efficient and cost effective management of said Grant; and

5. The Parties desire that Urbana be said lead agency for administering the Grant; and

6. Urbana has agreed to administer said Grant in the manner prescribed herein; and

7. Urbana will need to incur various administrative expenses, and will need to have authority to take various actions on behalf of the Consortium in order to effectively administer said Grant; and

8. The Parties have agreed amongst themselves regarding how the costs of administering the Grant will be shared.

In recognition of the above preamble which is expressly made a part of this Agreement, and in consideration of the mutual promises herein contained, the Parties agree as follows:

Section 1. Term This agreement shall commence on the first day of January, 2000, and terminate on the 31st day of December, 2000 or the grant close-out date, which ever occurs later.

Section 2. Lead Agency

(a) **Identity of Lead Agency.** The Parties agree that Urbana shall serve as the "Lead Agency" for administering the Grant.

(b) **Lead Agency's Responsibilities.** As the Lead Agency, Urbana shall be responsible for carrying out various administrative tasks, including but not limited to the following:

1. Establishment of a system for draws from and payments of Grant funds;
2. Management of financial and other records that must be maintained pursuant to the requirements set forth in the Manual;
3. Preparation and submittal of annual progress and quarterly financial reports, and any reports or documents as required by the Manual, including, where applicable, assembly and submittal of reports or other documents prepared by each of the Parties.
4. Representation of the Consortium during the course of any audits of the Grant; and
5. Execution of any contracts, checks or other documents required for the acquisition of Grant funds or purchase of the MDCs, or for compliance with the monitoring and reporting conditions of the Grant, unless said documents need to be executed by individual members of the Consortium pursuant to the provisions of the Manual.

(c) Administrative Expenses/Use of RPC as Consultant. Urbana shall be permitted to incur reasonable expenses, not to exceed a total sum of \$10,000.00, to cover the costs of fulfilling its responsibilities as the Lead Agency, including but not limited to those incurred for hiring the Champaign County Regional Plan Commission (hereinafter the "RPC") to provide the services at the rate of compensation described in the contract, a copy of which is attached hereto and incorporated by reference herein as Exhibit "B".

Each Party shall be responsible for reimbursing Urbana for that Party's pro-rata share of said expenses based on the percentage of Project funds that will be utilized by each of the Parties, as is shown in Exhibit "A". Each Party shall pay its share of said expenses to Urbana by check within 30 days of the mailing of a written statement of expenses and request for payment by Urbana.

Section 3. Matching Funds

(a) **Match Requirement for Each of the Parties.** Each Party shall be solely responsible for providing funds for that Party's required match, in the amounts provided in Exhibit "A".

(b) **Submittal of Matching Funds to Urbana.** Each Party shall, within 30 days of mailing of a written request made by Urbana to said Party, submit payment, by check, made out to the City of Urbana, for that Party's required match as provided herein.

(c) **Submittal of Match a Prerequisite for Draw Request or Payment by Urbana.** Notwithstanding any other provisions herein, Urbana shall not be required to make a request for a draw upon the Grant, or make any payment of Grant funds to any vendor, unless Urbana has first received all matching funds pertaining to said draw request or payment.

Section 4. Vendor

The Parties agree that the Lead Agency, on behalf of the consortium, will purchase MDCs with the Grant and Matching funds described herein, from CDS Office Technologies of Champaign, Illinois, (hereinafter "Vendor").

Section 5. Product Specifications and Price

The Parties authorize the Lead Agency, on behalf of the Consortium, to purchase the MDCs from the Vendor with the specifications and at the prices set forth in the bid accepted by the Illinois State Police, at the conclusion of a State bidding process conducted during 1999 for MDCs.

Section 6. Product Warranties

The Parties agree that any warranties pertaining to MDCs delivered to a particular Party pursuant to the terms of this agreement shall accrue to and be for the benefit of that particular Party.

Section 7. Participation in the Mobile Data Advisory Group

Each Party shall participate as a member of the Mobile Data Advisory Group, established by the METCAD Policy Board, for purposes of technical review and monitoring related to implementation of the Grant.

Section 8. Responsibilities of Parties

(a) Administrative Responsibilities. In addition to other responsibilities set forth herein, each Party shall comply with the all the terms and conditions set forth in the Manual with respect to monitoring, reporting and other administrative duties, to the extent that said responsibilities are not the responsibility of Urbana as the Lead Agency as provided herein. Said compliance shall be performed in a timely manner so as not to jeopardize receipt of any of the Grant funds by any of the Parties to this agreement.

(b) Specifications of Purchases. Each Party shall be solely responsible for specifying the products that said Party will be purchasing with its share of Grant funds and Matching funds as provided herein, subject to limitations related to the bid accepted by the Illinois State Police as referenced herein.

Section 9. Termination of Participation in Consortium

Each Party may terminate its participation in the Consortium upon thirty (30) days written notice to all of the other Parties, subject to the following:

(a) Prior to termination, the Party terminating its participation shall pay any outstanding balance due for its share of administrative costs, as provided herein.

(b) If, as a result of said termination, the Consortium incurs any additional costs or suffers any loss of funds, other than those funds which would have been received by the terminating party or those matching funds that were or would have been provided by said terminating party, said terminating party shall reimburse the Consortium, within sixty days of written notice from Urbana or the RPC, for said additional costs or loss of funds.

Section 10. Notices For the purpose of this Section, notices and requests as provided herein shall be deemed given as the date the notices are deposited, by first class mail, addressed to the other party, to each of the party's representatives listed below and at the addresses specified herein, or such other address as is specified by the Party in writing. Notices shall be sent to the following addresses:

To City of Champaign:

City Manager
City of Champaign
102 North Neil
Champaign, Illinois 61820

To Champaign County:

Captain James K. Riefsteck
Champaign County Sheriff's Office
204 E. Main Street
Urbana, Illinois 61801

To City of Urbana:

Bruce Walden
Chief Administrative Officer
City of Urbana
Post Office Box 219
Urbana, Illinois 61803

To University of Illinois:

Dr. Charles Colbert
Vice Chancellor for Administrative and
Human Resources
601 E. John Street
Champaign, Illinois 61820

To Village of Mahomet:

Mayor Jeffrey Courson
Village of Mahomet
P.O. Box 259
503 E. Main St.
Mahomet, Illinois 61853

To Village of Ludlow:

Brian P. Adams
Village of Ludlow
202 E. Thomas St.
Ludlow, Illinois 60949

Section 11. Disclaimer It is hereby agreed between and among the Parties that Urbana is acting as the Lead Agency under this agreement as a convenience to the Parties. Urbana shall have no financial responsibility resulting from any breakdown or other equipment or maintenance failure and the other Parties to the agreement hereby expressly waive any possible claims arising under or relating to this agreement on such account.

Section 12. Execution of Counterparts This agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN AGREEMENT, the Parties have signed this agreement below as of the date set forth beneath their respective signatures.

CHAMPAIGN COUNTY, ILLINOIS

CITY OF CHAMPAIGN, ILLINOIS

By: W.A. Moore
County Board Chairman

By: Adam Carter
City Manager

Date: 2-23-00

Date: 1-18-00

Attest: Mark A. Sheldon

Attest: Marilyn L. Banks
City Clerk

CITY OF URBANA, ILLINOIS

By: [Signature]
Chief Administrative Officer

Date: 1-18-00

By: [Signature]
Mayor

Attest: [Signature]
City Clerk [Signature] Deputy Clerk

VILLAGE OF LUDLOW

By: [Signature]
Village President

Date: 12-13-99

Attest: [Signature]
village clerk

VILLAGE OF MAHOMET, ILLINOIS

By: [Signature]
Mayor

Date: 1/5/00

Attest: [Signature]
Village Clerk

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

By: [Signature]
Craig S. Bazzani, Vice-President
and Comptroller

Date: 3/7/2000

Attest: [Signature]
Michele M. Thompson, Secretary

Approved:
[Signature]
Legal Counsel

Approved:
[Signature]

Charles C. Colbert, Vice Chancellor for
Administrative and Human Resources

EXHIBIT A

Agency	Grant Amount	Local Match	Project Total	Agency's Share of Administrative Costs as defined in Section 2 (c)
Champaign	\$390,000.00	\$130,000.00	\$520,000.00	43%
Champaign County	\$325,692.00	\$108,564.00	\$434,256.00	36%
Urbana	\$88,500.00	\$29,500.00	\$118,000.00	10%
University of Illinois	\$54,000.00	\$18,000.00	\$72,000.00	6%
Mahomet	\$33,750.00	\$11,250.00	\$45,000.00	4%
Ludlow	\$7,500.00	\$2,500.00	\$10,000.00	1%
Total	\$899,442.00	\$299,814.00	\$1,199,256.00	100%

EXHIBIT B

CONTRACT FOR TECHNICAL AND ADVISORY PLANNING SERVICES

THIS AGREEMENT entered into this 1st day of November, 1999 by and between the City of Urbana herein called the City and the Champaign County Regional Planning Commission, herein called the Commission.

WITNESSETH

WHEREAS, the City desires to engage the Commission to provide certain technical and advisory planning services in administering a COPS More MDC grant.

NOW, THEREFORE, the parties do mutually agree as follows:

1. **Employment of the Commission:** The City hereby agrees to engage the Commission, and the Commission, hereby agrees to perform the services set forth in this contract.
2. **Cooperation of the City:** The City will make available at no cost to the Commission any information and data in the possession of the City and will cooperate with the Commission in the course of the work specified. To that end, the City hereby authorizes members of the staff of the Commission to enter upon any land, at reasonable times and in such manner as to cause no unnecessary injury, in order to make examinations and surveys, provided that the owner of said lands has not refused permission to enter thereon.
3. **Personnel:** The Commission represents that he has, or will secure at his own expense, all personnel required in performing the services under this contract.
4. **Scope of services:** SEE ATTACHMENT A.
5. **Compensation:** The City agrees to pay the Commission for the services set forth in Exhibit A, Section 1, which is attached hereto and made part hereof. Payment for services under Exhibit A - Section I shall be made according to the hourly rate schedule described below and shall be based on actual costs incurred by the commission. Such sums will be paid, upon requisition for payment from the Commission in conformance with the covenants, agreements, or stipulations of the contract and that it is entitled to receive the amount requisitioned under the terms hereof. Requisitions for partial payment may be submitted and paid as the work progresses. All payment shall be due and payable within 45 days of the requisition for payment. Compensation shall be based on the following hourly rates:

Project Administrator	\$ 50.00/Hr
Financial Specialist	\$ 30.00/Hr.

6. **Period covered:** This contract shall cover the period November 1, 1999 through December 31, 2000.
7. **Termination of Contract for Cause:** If through any cause, the Commission shall fail to fulfill, in a timely manner, the obligations under this contract, or if the Commission shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Commission of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Commission under this contract shall, at the option of the City, become its property and the Commission shall be reimbursed for the actual cost incurred in completing such documents.
8. **Termination of Contract for Convenience:** This agreement may be terminated by either party at any time by a notice in writing to the other party at least thirty (30) days before

such terminations. Once the contract is terminated as provided herein, a determination of what proportion of the services contracted for has been completed shall be made. An identical proportion of the maximum fee of \$ N/A less any previous payments shall be paid the Commission; provided, however, that if less than sixty (60) percent of the services covered by the contract have been performed upon the effective date of such termination, the Commission shall, in addition to the proportionate of fees provided for above, also receive any reimbursements for any reasonable out-of-pocket expenses directly attributable to the uncompleted portion of services covered under this contract; provided further, however, that in no case shall the amount paid the Commission under this paragraph exceed the actual cost as defined in paragraph five (5) hereof. (If this contract is terminated due to the fault of the Commission, paragraph seven (7) hereof relative to termination shall apply).

9. **Changes:** The City may, from time to time, request changes in the scope of the Services of the Commission to be performed hereunder. Such changes, including any increase or decrease in the amount of the Commission compensation, which are mutually agreed upon by and between the City and the Commission, shall be incorporated in written amendments to this contract.
10. **Findings Confidential:** Any reports, information, data, etc., given to or assembled by the Commission under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Commission without prior written approval of the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its officers as of the date first written above.

BY: Ted Satterthwaite
Mayor

BY: [Signature]
Champaign County Regional
Planning Commission

BY: Phyllis D. Clark
City Clerk by [Signature] Robert
Deputy Clerk

BY: [Signature]
Executive Director

DATE: 1/13/00

ATTACHMENT A

SECTION I

The Commission shall perform and carry out, in a professional and satisfactory manner, the following:

1. Attend all relevant project meetings as determined by the Champaign County Consortium..
2. Develop and maintain all COPS MORE grant project files and transfer them to the Champaign County Consortium at the close of the project.
3. Administer a COPS MORE 1999 MDC grant on behalf of the City of Urbana and the Champaign County Consortium.
4. Maintain financial files and records in conformance with the COPS MORE program compliance.
5. Prepare and submit quarterly financial reports.
6. Prepare and submit annual Program Progress Report(s).
7. Perform all other COPS MORE and non-COPS MORE related tasks as requested by the City, the Consortium and agreed to by the contracting parties.

During the term of this contract, the specific items produced (deliverables) include; correspondence files, financial files, contract files, monitoring files, close-out files, other relevant project files and documents.

SOFTWARE AND SERVICES AGREEMENT

FILED

This Mobile Data Software and Services Agreement (this "Agreement") dated March 29, 2000 **MAY 10 2000**

The City of Urbana
400 South Vine
Urbana, IL 61801
("Customer")

Phyllis D. Clark
City Clerk

and Motorola Inc., a Delaware corporation ("Motorola"), having a place of business at 1200 High Ridge Road, Stamford, Connecticut 06905.

WHEREAS Motorola acquired all of the assets of Software Corporation of America ("SCA") and SCA is a wholly owned subsidiary of Motorola; and

WHEREAS Motorola desires to enter into contracts in its own name for software products and services formerly contracted by SCA; and

WHEREAS the parties acknowledge that this contract is entered into by and between Motorola and Customer and that any references herein to SCA as a contracting party shall mean Motorola Inc.; and

WHEREAS Customer desires to procure a Mobile Data Communication System ("MDCS") and/or a Mobile Data Reporting System ("MDRS") in order to establish or expand Customer's Mobile Data applications, as specified in the attached Statement of Work ("SOW"); and

WHEREAS Customer will obtain necessary third party hardware, software, and, if required, a Motorola-approved radio frequency network for the Project independently or through Motorola;

NOW, THEREFORE, the parties agree as follows;

TERMS

1. **DEFINITIONS.** As used herein the following terms shall have the following respective meanings:

Affiliate. Any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including, but not limited to subsidiaries, which directly or indirectly Control, are Controlled by, or are under common Control with a party to this Agreement.

Authorized User. An individual authorized by Customer to use the software purchased by Customer.

Automatic Vehicle Location ("AVL"). System by which a dispatcher can obtain location of vehicles, utilizing a network in conjunction with Global Positioning System.

Basic Messaging . Function Key driven messages from and among the MDCs.

Global Positioning System ("GPS"). Tracking System utilizing software and hardware by which the location of a vehicle is determined.

Mobile Data Computers ("MDC"). The personal computer unit located within the vehicles.

Mobile Data Reporting System ("MDRS"). SCA's Premier MDC Reporting.

Mobile End System ("MES"). Combination of the MDC and Modem.

Network Equipment Identifier ("NEI"). A network address assigned to the MDC.

Project. The development activities specified in the SOW.

Statement of Work ("SOW"). The SOW if attached to this Agreement as Exhibit B specifies the requirements for the software and services to be provided by SCA and the responsibilities of Customer in accomplishing the Project.

2. **PROVISION OF SUPPORT SERVICE.** The terms, conditions, and pricing for all maintenance and support services provided by SCA are attached as Exhibit D.
3. **PRICING.** The rates and pricing for the software and services provided by SCA are attached as Exhibit A.
4. **EQUIPMENT.** All Equipment and third party software shall be provided by Customer unless specifically stated in the SOW to be provided by SCA.

- 4.1 Except as otherwise provided in this Agreement, SCA shall not be responsible for the installation, operation, quality of transmission, or maintenance of any other aspect of Customer or any Authorized User's MESSs, MDCs, or other Equipment.
- 4.2 Customer, or its Authorized User, must provide and maintain all MESSs and MDCs in good working order and in compliance with applicable state and federal laws, rules, and regulations.
- 4.3 To the extent Equipment or third party software is purchased by Customer through SCA, SCA will pass through any available manufacturer or vendor warranties. SCA acknowledges that it will be purchasing the server equipment described in the SOW, unless otherwise stated in this agreement.

5. CERTAIN RESPONSIBILITIES.

- 5.1 Change in Scope. Deliverables in the SOW are quoted at a fixed price basis subject only to Customer performance of Customer responsibilities. All fixed price quotations are subject to a "Change in Scope" if Customer requests a change in the SOW or fails to fulfill Customer responsibilities or if prices quoted were based on inaccurate or incomplete information from Customer or Customer' third party suppliers, provided that such Change in Scope and resulting additional cost to Customer shall be subject to Customer approval prior to implementation.

Customer-requested changes to the SOW shall not be deemed a change in scope unless, in SCA's reasonable judgment, such changes have increased or are likely to increase SCA costs and/or expected time of performance.

- 5.2 Client Responsibilities. Customer and SCA acknowledge that the cooperation of both parties is necessary for timely implementation of the SOW. Customer agrees that it will provide timely accurate and complete information necessary for SCA work including, but not limited to, appropriate interfacing information, a designated project manager as the primary SCA contact and with change of scope and acceptance authority; access to appropriate Customer personnel, software and equipment; qualified Customer personnel for any acceptance testing; and timely payment upon proper invoice.
- 5.3 Acceptance and Payment Procedures. Customer agrees to provide approvals and/or acceptances as requested by SCA promptly or will promptly notify SCA in writing of failure to approve or accept in sufficient detail to enable SCA to make any necessary changes or develop any appropriate work-arounds and re-submit for approval or acceptance. Acceptance procedures shall be as follows:

SCA shall notify Customer of installation of the software and any SCA-provided hardware and that such is ready for testing by the Customer. Customer shall have thirty business days to test the software and SCA-provided hardware to ensure that it complies in all material respects with the requirements set forth in the SOW. Any failures to so comply shall be reported to SCA in writing in sufficient detail to enable us to duplicate the failure and certify its remedy or provision of a suitable workaround. The software and SCA-provided hardware shall be accepted at the conclusion of the thirty-day period, unless material failures to comply are reported.

6. **SOFTWARE WARRANTY.** The terms and conditions of the software warranty are attached as Exhibit C.
7. **RIGHTS OF USE/OWNERSHIP.** The terms and conditions of the rights of use and ownership are attached as Exhibit C.
8. **MARKETING AND PUBLICITY.** After Final Acceptance, and provided that the system is working in accordance with the SOW and to Customer's satisfaction, Customer will cooperate with SCA in publicizing Premier MDC with respect to the Customer installation, provided that (a) Customer shall not be obligated to incur any cost in connection with such cooperation, (b) the contents of any such promotion shall be subject to the prior approval of Customer, in Customer's sole discretion. Such efforts may include, but not be limited to, press conferences, press releases, video production, photography sessions and response to reference inquiries (telephone or written).
9. **INSURANCE.** SCA maintains General Liability and Automobile Liability insurance coverage in the following amounts: general aggregate, \$5,000,000; products and completed operations aggregate, \$5,000,000; workers' compensation and employers' liability, \$1,000,000 per accident; and automobile liability, \$1,000,000 per accident. Upon written request, SCA will provide to Purchaser a certificate of insurance.
10. **ESCROW ACCOUNT.** SCA has established a multiple beneficiary escrow account for the SCA proprietary source code relating to the SCA object code furnished to Customer under this agreement. So long as Customer is under SCA warranty or maintenance service, Customer may elect to be added as a beneficiary of the escrow account by payment of the then-current SCA charge for that service. The escrow shall be released to beneficiaries under the following Release Conditions. "Release Conditions" shall mean the existence of any one or more of the following circumstances, uncorrected for more than thirty (30) days:
 - (a) Entry of an order for relief under Title 11 of the United States Code;
 - (b) The making by Depositor of a general assignment for the benefit of creditors;
 - (c) The appointment of a general receiver or trustee in bankruptcy of Depositor's business or property; or
 - (d) Action by Depositor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

Each source program supplied to Customer under this paragraph shall be subject to each and every restriction on use set forth in this Agreement, and Customer acknowledges that the source programs and their associated documentation are extraordinarily valuable proprietary property of SCA and will be guarded against unauthorized use or disclosure with great care.

11. **BILLING.**

- 11.1 SCA will provide Customer with invoices for the hardware, software and services provided under this Agreement. The invoice will identify separate charges as indicated by the Pricing Schedule,

Exhibit A. Except as indicated otherwise on Exhibit A, payments shall be made within thirty (30) days of invoice date. Payment shall be considered made when payment checks are received by SCA.

11.2 Unless contested in good faith, payments received more than thirty (30) days after the date of the invoice will incur a late payment charge in the amount of the lesser of one and one-half percent (1 1/2%) of the unpaid balance or the applicable limit (if any) set by law for each month or fraction thereof that such balance shall remain unpaid.

11.3 Nothing in this Agreement shall be construed to require SCA to provide any software or services if Customer is delinquent in its payment obligations hereunder.

12. LIMITATION OF LIABILITY AND WARRANTIES. The terms and conditions of the limitation of liability and the limitation of warranties are attached as Exhibit C.

13. TERM OF AGREEMENT. This Agreement shall become effective on the date that it is signed by SCA and Customer, and shall continue in effect through the acceptance period, warranty period, and maintenance and support agreement period.

14. TERMINATION OF AGREEMENT.

14.1 Upon Default by Customer under this Agreement, which Customer has not cured within thirty (30) days of written notice, SCA may terminate this Agreement. Upon such termination, Customer shall be responsible for full payment for work done and payment on a time and materials basis for efforts through the date of termination on any uncompleted payment phases, not to exceed the total payments for the phases worked on. Upon payment, SCA shall promptly provide Customer with a copy of SCA work in process under this Agreement in AS IS condition and Customer shall have the use rights of Section 1 in the Software License Agreement, provided the one time license fee designated in the Pricing Schedule has been paid.

14.2 For purposes of this Section 14, "Default" shall be defined as:

- (a) Failure by Customer to pay any charge when due (i.e. within sixty (60) days of date of invoice) or to perform or observe any material term or material condition of this Agreement;
- (b) Institution by Customer of any proceeding in bankruptcy, reorganization, or insolvency; institution against Customer of any proceeding in bankruptcy, reorganization, or insolvency that is acquiesced in or not dismissed within ninety (90) days; appointment of a receiver for any substantial part of Customer assets; the making of an assignment for the benefit of creditors or an admission in writing of Customer's inability to pay its debts as they mature; or

14.3 If SCA fails to perform or observe any material term or condition of this Agreement without fault of Customer, and such failure continues for thirty (30) days after SCA's receipt of written notice, Customer may terminate this Agreement by giving written notice to SCA. In the event of a termination under this Section 14.3, as a result of SCA's non-performance of its maintenance obligations under this Agreement, SCA shall promptly return all amounts paid for maintenance under this Agreement invoiced and paid within the immediately prior one year period. Upon termination under this Section 14.3, SCA shall immediately cease any and all work on the Project. Upon such termination, SCA shall promptly provide Customer with a copy of SCA work in process under this Agreement in "as is" condition and Customer shall have the use rights of Section 1 in the Software License Agreement, provided the one time license fee designated in the Pricing Schedule has been paid.

15. EXCHANGE OF PROPRIETARY INFORMATION.

- 15.1 All information which is disclosed by one Party to another Party and which is to be protected hereunder as Proprietary Information of the disclosing Party shall: (a) if in writing or other tangible form, be conspicuously labeled as Proprietary, Confidential or the like at the time of delivery; and (b) if oral, be identified as Proprietary or Confidential prior to disclosure and confirmed in writing to the contact person. A Party shall have the right to correct any inadvertent failure to designate information as Proprietary by written notification as soon as practical (but in no event later than four (4) business days) after such error is determined. All computer software provided by SCA shall be deemed to be confidential. The Party receiving said notification shall, from that time forward treat such information as Proprietary.
- 15.2 Subject to the provisions of Section 15.3 with respect to any Proprietary Information provided hereunder, the receiving Party shall, for a period of two (2) years from the date of disclosure (in the case of software, two (2) years from its return and certification of destruction of any copies or partial copies made), use the same care and discretion to limit disclosure of such Proprietary Information as it uses with similar Proprietary Information of its own which it does not desire to disclose or disseminate, including but not limited to taking steps to:
- (a) restrict disclosure of Proprietary Information solely to its employees, advisors or representatives with a need to know and not disclose such Proprietary Information to any other parties;
 - (b) advise all receiving party employees, advisors or representatives with access to the Proprietary Information of the obligation to protect the Proprietary Information provided hereunder and obtain the advisors' and representatives' agreement in writing to be so bound; and
 - (c) use the Proprietary Information provided hereunder only for purposes expressly provided for herein and for no other purposes.
- 15.3 The obligations imposed upon the Parties hereto shall not apply to Proprietary Information:
- (a) which is made public by the disclosing Party;
 - (b) which the receiving Party can reasonably demonstrate is already in the possession of the receiving Party and not subject to an existing agreement of confidence;
 - (c) which is received from a third party without restriction and without breach of the Agreement;
 - (d) which is independently developed by the receiving Party as evidenced by its records;
- or
- (e) which the receiving Party is required to disclose pursuant to a valid order of a court or other governmental body or any political subdivision thereof, provided, however that the recipient of the Proprietary Information shall first have given notice to the disclosing Party.
- 15.4 Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Proprietary Information disclosed to the receiving Party. All Proprietary Information shall remain the property of the disclosing Party and shall be returned by the receiving Party to the disclosing Party upon written request. Any abstracts, notes, memoranda

or other documents containing any Proprietary Information or any description, summary or analysis of any Proprietary Information shall be destroyed by the receiving Party, which destruction shall be certified in writing by an officer (or several parties, if applicable) or the receiving Party.

- 15.5 SCA acknowledges that Customer may be subject to laws providing for disclosure of public records and other information as a matter of public policy and SCA agrees that nothing in this section shall be construed to require Customer to keep as confidential public records which by law it must disclose. Customer acknowledges that the licensed proprietary and confidential software provided under this Agreement is not itself a public record or otherwise subject to disclosure under such applicable laws.

16. MISCELLANEOUS.

- 16.1 **Entire Agreement; Amendment.** This is the entire agreement between the parties with respect to the provision of software and associated services and supersedes all prior agreements, proposals, and understandings, whether written or oral. Any modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of all Parties.
- 16.2 **Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term shall be valid and enforceable to the fullest extent permitted by law.
- 16.3 **Independent Contractor.** No Party nor its employees or agents shall be deemed to be employees or agents of another Party, it being understood that each Party is an independent contractor for all purposes and at all times, and each Party shall be wholly responsible for withholding and payment of all federal, state, and local income and other payroll taxes with respect to its employees, including contribution from them and as required by law.
- 16.4 **Waiver.** The failure by Customer or SCA at any time to enforce any of the provisions of this Agreement or any right with respect thereto, will in no way be construed to be a waiver of such provisions or rights or in any way to affect the validity of this Agreement. The exercise by a Party of any rights under the terms or provisions of this Agreement shall not preclude or prejudice the exercise thereafter of the same or any other right.
- 16.5 **Governing Law.** This Agreement shall be governed by the law of Illinois except that proprietary rights shall be governed by the laws of the State of Connecticut regardless of any conflicts of laws or rules, which would require the application of the laws of another jurisdiction.
- 16.6 **Notices.** Any notices required to be given in writing by this Agreement shall be deemed to be received (a) upon delivery if personally delivered, or (b) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

For Motorola: Ms. Shirley Eis, Director
Motorola Inc.
1200 High Ridge Road
Stamford, CT 06905

For Customer: Mr. James Page, Lieutenant
Urbana Police Department
308 South Vine Street
Urbana, IL 61801

- 16.7 **Captions.** The captions in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein.
- 16.8 **No Public Announcement.** Without the prior written consent of the other Parties, no Party hereto will disclose to any person the terms and conditions of this Agreement, except as may be required by law.
- 16.9 **Assignment.** This Agreement is not assignable by Customer without the written consent of SCA. SCA may, without Customer's consent, assign this Agreement to an Affiliate of SCA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written and agree that such date is the effective date of this Agreement.

City of Urbana

By: Tal Satterthwaite

Name: Tod Satterthwaite

Title: Mayor

Date: 5/4/00

Motorola Inc.

By: Shirley Eis

Name: Shirley Eis

Title: Director

Date: 5/5/00

Urbana, IL
Premier MDC Pricing
SCA
Exhibit A



<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Ext. Cost</u>
PREMIER MDC PRODUCTS & SERVICES				
<u>Software</u>				
<u>Satellite Server Software</u>				
1	1	TalkThru/RF Satellite Server Software ¹ (Unlimited)	\$6,000	\$6,000
2	1	TCP Redirector Server Module ²	\$5,000	\$5,000
<u>Client Software - Add-on Modules (Charge per Unit)</u>				
3	150	Premier MDC Client CAD/RMS module (101-200 Users)	\$100	\$15,000
7	150	TCP Redirector Client (per user) ²	\$150	\$22,500
Software Add-On Subtotal				\$48,500
<u>Satellite Message Switch</u>				
(Hardware & Commercial Software)				
<u>Satellite Server Hardware & Commercial Software</u>				
8	1	Agency-located Satellite Message Switch ⁴ (1-500 users) - 350 Mhz Pentium II Processor w/MMX - 128MB SDRAM Memory - 512 KB Integrated L2 Cache - 4.5 GB Ultra ATA Hard Drive (9.5ms) - 17" .28DP Color Monitor - 8 MB AGP Video Card - 40X Max. Variable CD-ROM - 33.6 Asynch Modem ⁵ - 5GB Tape Backup - (1) Uninterruptible Power Supply (UPS) - Microsoft NT Server 4.0 ³ - Remote Control Administration ^{3,5} (See Assumption 1A below)	\$3,500	\$3,500
<u>Additional Hardware / Commercial Software</u>				
9	1	Ethernet Card	\$100	\$100
<u>Server Backup Options</u>				
13	0	Backup Server-Backup Level I ^{4,6} (1-500 Users)	\$20,000	\$0
Message Switch Subtotal				\$3,600
<u>Warranty/Support</u>				
<u>SCA Software:</u>				
15	1	3 months from Acceptance(7x24 support) ⁷	Included	Included
16	1	Extension to 1 year from Acceptance (7x24) ⁷	\$6,143	\$6,143
<u>Server Hardware:</u>				
17	1	3 years (from initial shipment) ⁴	Included	Included
18	0	3 years (from initial shipment) - Backup Level II ⁴	CALL	CALL
WARRANTY/SUPPORT SUBTOTAL				\$6,143

Urbana, IL
Premier MDC Pricing
SCA
Exhibit A

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Ext. Cost</u>
Project Management & Services				
Project Management/On-Site Server Implementation				
19	1	Proj Mgmt / On-Site Server Implementation (101-200 Users) ⁸	\$18,665	\$18,665
20	1	Server Setup & Configuration	\$2,500	\$2,500
21	1	Training (1 Day - Administrative)	\$2,500	\$2,500
22	1	Training (1 Day - Train-the-Trainers)	\$2,500	\$2,500
23	1	Kick-off Meeting (1 Day with travel)	\$3,000	\$3,000
25	0	Additional On-Site Visits (Per Day) ¹⁰	\$2,500	\$0
26	-	Additional Travel Expenses ¹⁰	At Cost	At Cost
Software Integration Modules¹²				
30	1	SCA CAD API - CAD vendor writes interface to SCA API ¹³	\$2,500	\$2,500
PROJECT MGMT / SVCS SUBTOTAL				\$31,665
SUBTOTAL PREMIER MDC PRODUCTS & SERVICES				\$89,908
GRAND TOTAL				\$89,908
ANNUAL MAINTENANCE (AFTER WARRANTY)				
50	0	1-Year SCA Software Maintenance (7x24 support) (includes Reporting and State Host Access Modules, as applicable)	\$8,190	\$0
NOTES:				
¹ TalkThru/RF Server pricing is only valid as an add-on to the Premier MDC Server.				
² TCP Redirector allows many Windows-based LAN and Wireless TCP/IP applications to run transparently over an SCA-supported RF network, adding transparent compression and encryption. TCP/IP Redirector carries certain restrictions, i.e., bandwidth restraints. Product supports a variety of third-party TCP/IP-based applications, but may not integrate with all applications. SCA may be required to perform pre-installation testing to certify compatibility of application with Redirector. SCA makes no representation to the functionality or performance of the third-party application operating in a wireless environment. Integration service charges are "To Be Determined" based on the application the customer wants to wirelessly enable. Estimated (budgetary) custom development hours are provided.				
³ Third-party software furnished under applicable third-party license. Customer may be required to sign third-party license agreement(s).				
⁴ SCA does not maintain hardware but passes manufacturers' warranties on to the customer.				
⁵ This item provides dial-up access to SCA to facilitate remote support. Customer must provide a direct, dedicated line for the modem BEFORE message switch installation. Allows SCA support group to dial in to server for remote troubleshooting, diagnostics, and software upgrade.				
⁶ Pricing is for backup software licensing, setup and configuration. DOES NOT include additional server hardware or commercial server software such as Windows NT.				
⁷ The 7 x 24 Support and Maintenance Package is provided at no charge for three months after the CAD and/or RMS interface(s) have been completed and accepted by customer. Customer may extend warranty period by nine months (total warranty = one (1) year from				

Urbana, IL
Premier MDC Pricing
SCA
Exhibit A

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Ext. Cost</u>
		acceptance) at the additional cost noted.		
8		On-Site Implementation Services Include up to 3 consecutive days on-site. Additional days on-site will incur daily charge and associated travel expenses.		
9		Input screens only; does not include output screens.		
10		Billed as Incurred.		
11		Includes customization specific to customer's CAD, RMS, State Interfaces, etc. (as applicable).		
12		Pricing does not include third-party vendor charges.		
13		CAD vendor writes to SCA's API to deliver incident detail, vehicle status, and State Information (as applicable). SCA provides API documentation & software, test environment, and phone support. Changes to user interface beyond what is provided in API incur additional cost. See FSD for more detail.		
14		SCA writes to CAD vendor's API to deliver incident detail and vehicle status (as applicable). Changes to user interface beyond what is provided in API incur additional cost. See FSD for more detail.		
15		RMS vendor writes to SCA's API to deliver Master Name Check information. SCA provides API documentation & software, test environment, and phone support. Changes to user interface beyond what is provided in API incur additional cost. See FSD for more detail.		
16		SCA writes to RMS vendor's API to deliver Master Name Check information. Changes to user interface beyond what is provided in API incur additional cost. See FSD for more detail.		
17		Customization estimates are provided for BUDGETARY purposes only. Final quote will be provided upon specification of third-party system to be integrated with Premier MDT.		
18		SCA transmits GPS data from client device through message switch to AVL system via TCP/IP.		
19		SCA will integrate with existing Mugshot system to download mugshot image and associated data (as provided by third-party vendor).		
20		Options are selected when you want to import dispatch or State/NCIC information into report-writing package. Import of State data requires that the State system supports parsable fields.		
21		RMS Integration Module - Reporting - API - requires the co-development of an API instruction set between SCA and the RMS provider.		
22		Requires purchase of base Premier MDC system. Prices are in addition to baseline Premier MDC prices.		
23		Report form customization is charged per-page. Reports with front and back count as 2 pages. Diagramming capability is not included. All reports must be reviewed and approved by SCA.		
24		Includes 1 site visit to install server, finalize State/NCIC testing and perform system acceptance testing.		
ASSUMPTIONS:				
1A		SCA reserves the right to substitute equipment of equal value, upon consultation with the user, if specified equipment is unavailable or if other equipment will better provide the required functionality.		
PROPOSAL DATE:			3/28/00	
PRICING VALID THROUGH:			5/27/00	

Exhibit A

PURCHASE ORDERS SHOULD BE ISSUED DIRECTLY TO SCA
PLEASE CONTACT SCA AT (800) 966-7722

FILED

MAY 10 2000

**Phyllis D. Clark
City Clerk**

Exhibit C

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this "Agreement") dated March 29, 2000 is between

The City of Urbana
400 South Vine
Urbana, IL 61801
("Customer")

and Motorola Inc., a Delaware corporation ("Motorola"), having a place of business at 1200 High Ridge Road, Stamford, Connecticut 06905.

WHEREAS Motorola acquired all of the assets of Software Corporation of America ("SCA") and SCA is a wholly owned subsidiary of Motorola; and

WHEREAS Motorola desires to enter into contracts in its own name for software products and services formerly contracted by SCA; and

WHEREAS the parties acknowledge that this contract is entered into by and between Motorola and Customer and that any references herein to SCA as a contracting party shall mean Motorola Inc.;

NOW THEREFORE, the parties agree as follows:

1. **Rights of use/ownership.** Upon payment, Customer is granted a perpetual license for internal use of SCA software identified below. SCA shall have and retain ownership of such software or interfaces and Customer agrees to treat such software as the confidential property of SCA. Customer use of any third party software furnished by SCA shall be governed by the terms of the applicable license agreement and not by the terms of this Agreement.

150 PMDC Client CAD/RMS Modules
Satellite Server Software (1-500)

2. **Warranty.**

- 2.1 SCA warrants that SCA software will perform free of material defects that would prevent the software from operating substantially in the manner described in SCA's description or in User Documentation provided to Customer for the version of the software installed. The Mobile Data Communication System ("MDCS") warranty begins after the state interface and messaging have been completed and accepted by the customer and continues for a period of 12 months (the "Warranty Period"). The Mobile Data Reporting System ("MDRS") warranty

begins concurrent with the MDCS warranty if purchased at the same time; If purchased separately, warranty begins after installation and acceptance. SCA does not warrant that the software will operate without error or free from interruption. During the Warranty Period and so long as Customer is under SCA maintenance, SCA will use its best efforts to promptly fix any reported material defects or provide a suitable workaround. Customer is responsible for providing sufficient information to enable SCA or its authorized reseller to replicate the defect and certify the provision of a fix or work-around. This warranty does not cover software modified by Customer or by any party other than SCA without prior written consent of SCA. Non-SCA owned programs are excluded from this warranty but SCA will pass through any available third-party warranties. SCA's efforts expended for testing and/or any remedial action traceable solely to Customer errors or unauthorized systems changes will be billed at standard SCA's time and material rates. Following the warranty period so long as Customer is under SCA maintenance, SCA shall continue to use its best efforts to promptly fix or develop a suitable workaround for any reported material defects with the SCA software.

2.2 Subsequent Purchases will be covered by SCA's maintenance and support agreement.

3. **Year 2000 warranty.** SCA has tested Premier MDC version 5.0 and later, Premier MDT version 3.5 and later, and TalkThru/RF for Windows version 3.x and later (separately and as the terminal emulation component of Premier MDC or Premier MDT) and they are Year 2000 compliant. SCA defines "Year 2000 Readiness" or "Year 2000 Compliance" to mean that SCA products, when used in accordance with applicable documentation and under normal operating conditions, will not experience any abnormal termination or interruption of service or performance or produce incorrect or inconsistent results due to the transition from December 31, 1999, to January 1, 2000. For SCA's full Year 2000 Readiness Disclosures, see SCA's website at www.s-c-a.com.
4. **Billing.** Nothing in this Agreement shall be construed to require SCA or its authorized reseller to provide any software or services if Customer is delinquent in its payment obligations hereunder.
5. **Limitation of liability and warranties.** In no event shall SCA be liable to the customer or customer's employees or agents, or to any third party, for any lost profits, loss of business or punitive damages arising out of or in connection with the use or performance of software provided under this agreement. Customer acknowledges that SCA is not the manufacturer of the hardware equipment and does not supply RF network services, and customer agrees that except for the limited warranties contained in this agreement, SCA has made and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the equipment or RF network services or of the SCA software.
6. **Confidentiality.** SCA acknowledges that Customer may be subject to laws providing for disclosure of public records. Customer acknowledges that the licensed proprietary and confidential software provided under this Agreement is not itself a public record or otherwise subject to disclosure under such applicable laws.
7. **Entire agreement; amendment.** This is the entire Agreement between the parties with respect to the provision of software and associated services and supersedes all prior agreements, proposals, and understandings, whether written or oral. Any modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the Parties.

8. **Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.
9. **Waiver.** The failure by SCA at any time to enforce any of the provisions of this Agreement or any right with respect thereto will in no way be construed to be a waiver of such provisions or rights.
10. **Governing law.** This Agreement shall be governed by the law of Illinois except that proprietary rights shall be governed by the law of the State of Connecticut regardless of any conflicts of laws or rules, which would require the application of the laws of another jurisdiction.
11. **Assignment.** This Agreement is not assignable by Customer without the written consent of SCA.

McLean County

By: Tod Satterthwaite

Name: Tod Satterthwaite

Title: Mayor

Date: 5/4/00

Motorola Inc.

By: Shirley Eis

Name: Shirley Eis

Title: Director

Date: 5/5/00

Exhibit D

**MAINTENANCE AND SUPPORT AGREEMENT
BETWEEN
MOTOROLA INC
AND
CITY OF URBANA
(CUSTOMER)**

This Maintenance and Support Agreement (this "Agreement") dated March 29, 2000 is between

The City of Urbana
400 South Vine
Urbana, IL 61801
("Customer")

and Motorola Inc., a Delaware corporation ("Motorola"), having a place of business at 1200 High Ridge Road, Stamford, Connecticut 06905.

WHEREAS Motorola acquired all of the assets of Software Corporation of America ("SCA") and SCA is a wholly owned subsidiary of Motorola; and

WHEREAS Motorola desires to enter into contracts in its own name for software products and services formerly contracted by SCA; and

WHEREAS the parties acknowledge that this contract is entered into by and between Motorola and Customer and that any references herein to SCA as a contracting party shall mean Motorola Inc.;

NOW THEREFORE, the parties agree as follows:

I. Time Period

1. Initial maintenance term begins 12 months after state interface and messaging have been completed and accepted by Customer, and extends for a period of 1 year.
2. This Agreement will automatically renew annually unless canceled by Customer in writing thirty (30) days prior to the renewal date.

II. Price

1. The cost of this Maintenance and Support Agreement is \$8190.00 for the first year based on the Software, Software Options, Server License, Authorized Mobile Clients and Authorized In-house Clients in effect as described in the accompanying documents. Should additional products or services be purchased this sum will be subject to change.
2. Maintenance and Support must cover all Customer copies of Client and Server software.
3. Maintenance is billed annually in advance and must be paid within 30 days of invoice. SCA shall have no obligation to provide services or products if Customer is in default of its payment obligations.
4. Annual maintenance charges will be based on the number of Authorized copies of Client Software, Software Options and Server License in effect at the beginning of the maintenance period.
5. Additional products and services purchased during the Maintenance and Support period will have a pro-rated maintenance cost added to them so that the Maintenance and Support period for all purchases by Customer will coincide with the original Maintenance and Support period. Such maintenance costs may be billed with the purchase or separately at our discretion.

6. If Customer is not under Maintenance and Support, restoration of Maintenance and Support status and receipt of any upgrades is conditioned upon payment of 100% of the amount Customer would have been charged had the Customer been on Maintenance and Support.
7. If Customer is not under Maintenance and Support and wishes to purchase additional products or services that do not require version upgrades or enhancements, they may do so at the then current list price, however, SCA will not offer warranty or maintenance and support on those additionally purchased products or services.
8. This agreement does not include any applicable taxes levied or imposed now or hereafter by any government authority. Any such taxes shall be paid by the Customer.

III. Scope of Service

1. Support includes telephone support which is available to Customer seven (7) days a week, twenty four (24) hours a day by calling 800-966-7722 and pressing option 5. Support also includes upgrades and enhancements as they are released.
2. Maintenance includes all nonchargeable upgrades and enhancements to Premier MDC Client and Server software included in SCA's standard product offering during the annual period covered by the Maintenance and Support Agreement.
3. SCA shall not be responsible for delays or the inability to provide service if caused directly or indirectly by strikes, accidents, embargoes, acts of God, or other events beyond its control.

IV. Customer Responsibility

1. Customer will assume responsibility for distribution of all upgrades and enhancements. Customer will receive electronic media containing all the modules purchased by the Customer. Only the exact number of modules previously purchased may be upgraded, and all modules purchased must be upgraded at the same time.
2. With respect to any third party software or hardware that may be delivered by SCA as part of this Agreement, Customer will be responsible for any extended warranty, maintenance and support fees, and/or license compliance, unless otherwise stated in writing. SCA will pass through any available manufacturer warranties.
3. Customer agrees to provide remote access to the SCA server (message switch) for troubleshooting/testing, upgrading and auditing purposes. Additionally, the Customer agrees to assist SCA in troubleshooting/testing, upgrading, and auditing
4. Damage, interruption or degradation caused to the system by the Customer or a 3rd party vendor is not covered by this Maintenance and Support Agreement and the cost of providing support to correct such damage, interruption or degradation will be billed to the Customer by SCA according to the then published time and material rate schedule including reasonable travel and expenses if applicable
5. The Customer is fully responsible for backing up its data. SCA assumes no responsibility for backing up customer data and cannot be held liable for any loss of customer data under any circumstances. Customer is encouraged to use an UPS, Uninterruptible Power Supply, system to protect against power interruptions.

V. Audits

1. SCA has equipped all of its major software components so that all services and usage levels, including both the installed features and the number of activated clients (both landline and wirelessly enabled) on the system, can be remotely reviewed and audited. It is not permissible to alter or otherwise impair this capability.
2. SCA will periodically audit all systems. Should any such audit identify services not contracted for or activated clients in excess of Authorized Clients, then Customer will be obligated to pay for those additional services or usage at the current contract purchase and maintenance rates as if they had been contracted for at the beginning of the current maintenance period or the date of the last audit whichever is later. SCA reserves the right to bill for such unauthorized use at 150% of the normally contracted rate if it believes such use has been deliberate and/or abusive.

This agreement supersedes any prior written or oral understanding between the parties regarding maintenance of the system components, and may not be modified except by written agreement signed by an officer of the company. No other warranties, express or implied, including warranty of merchantability shall apply to service labor, components or parts.

Accepted By:

City of Urbana

By: Tod Satterthwaite

Name: Tod Satterthwaite

Title: Mayor

Date: 5/4/00

Motorola Inc

By: Shirley Eis

Name: Shirley Eis

Title: Director

Date: 5/5/00



FILED

MAY 10 2000

Phyllis D. Clark
City Clerk



Statement of Work (SOW)

Urbana, IL

April 5, 2000

Exhibit B

Purpose

SCA has assembled this document, called a Statement of Work (SOW), to summarize the tasks to be performed by SCA and Urbana.

SCA intends for this document to be a negotiated document representing the most current understanding of the contract deliverables. Changes to this document will be made by formal request by any of the parties and approved by the others.

Project Overview

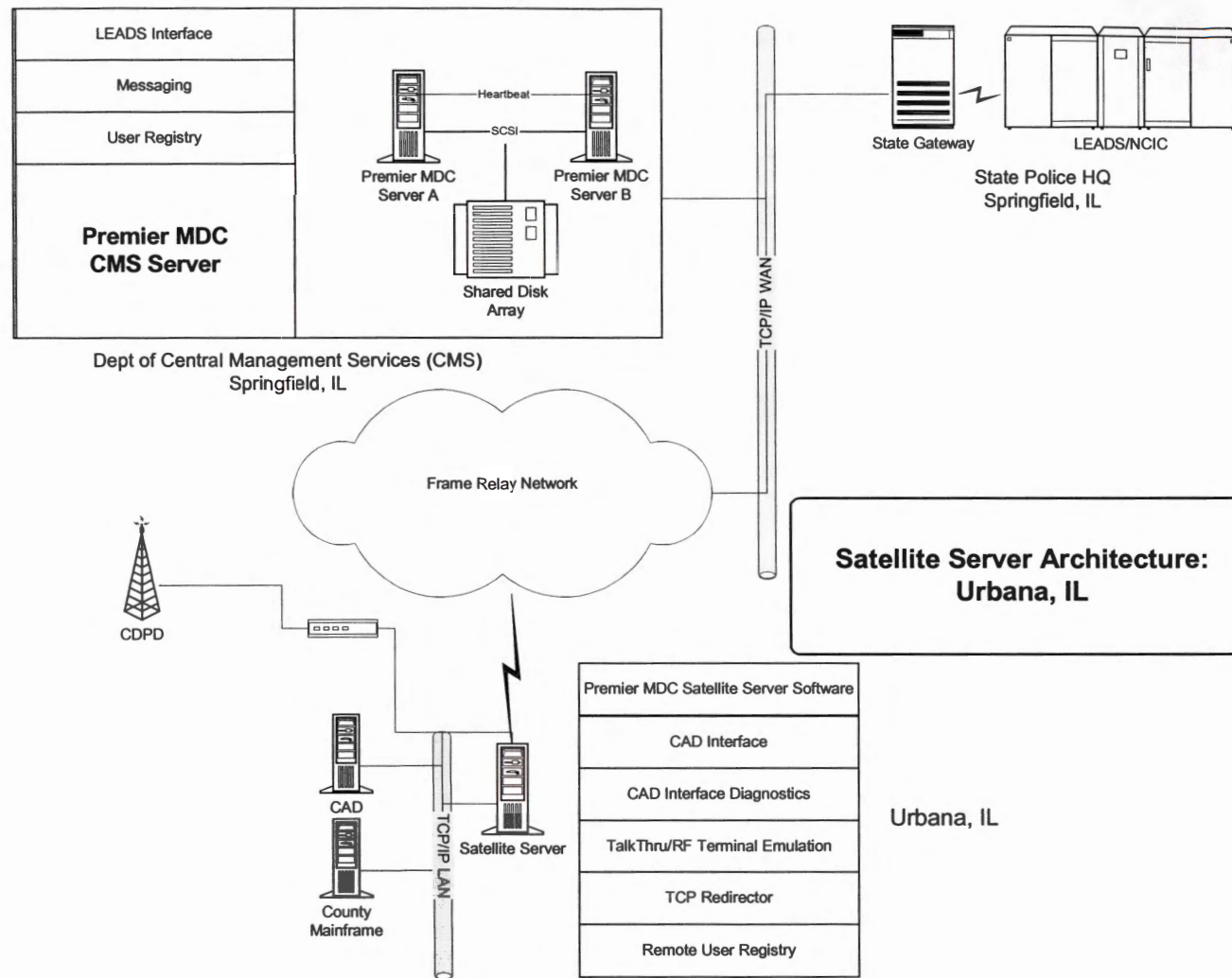
SCA will provide to Urbana an IWIN *Premier MDC* satellite message switch, including the software to provide message routing, logging, syntax translation, and security capabilities for Mobile Data Computers (MDCs), as depicted in Figure 1 below.

The project consists of the following:

Premier MDC

- ❑ Urbana will provide a TCP/IP link from the satellite server to the central IWIN message switch located at the Illinois State Police headquarters. This connection will provide access to LEADS/NCIC/NLETS queries and messaging with other IWIN clients.
- ❑ SCA will provide a connection for communicating with the Ameritech CDPD Network. The proposed Ethernet card will provide a 10BaseT connector. All additional cabling / networking equipment required for connection to the network will be provided by the City of Urbana.
- ❑ TalkThru/RF terminal emulation will be provided for County Mainframe access. TalkThru/RF provides wireless TN3270/TN5250/VTxxx terminal emulation of mainframe and AS/400 host systems, with encryption and compression.

- ❑ A TCP/IP interface will be provided for communicating with the Tiburon Computer Aided Dispatch (CAD) System. The proposed Ethernet card will provide a 10BaseT connector. All additional cabling / networking equipment required for connection to the CAD will be provided by the City of Urbana. SCA's CAD API supports digital dispatch, status updates, status reports, self-initiated calls, and other functionality as outlined in the Functional System Description. An interface must be written on the CAD system to support communication with mobile users through the API. The development of the Tel Control's interface is the responsibility of the City of Urbana.
- ❑ The TCP Redirector will be provided for access to a preconfigured IP address on the County intranet.



SCA will provide to Urbana the license to run up to 150 copies of CAD client software to run on Urbana's Mobile Data Computers. These computers must be installed with Microsoft Windows 95 or 98. SCA will load the first five copies of *Premier MDC* on these computers. Urbana will learn to load the applications software on the remainder of the Mobile Data Computers during Train-the-Trainer sessions.

Project Deliverables

▪ Project Timeline

To ensure that the implementation of the proposed message switch proceeds smoothly, the SCA Project Manager, in conjunction with all parties concerned, will be responsible for scheduling the system shipment, installation, optimization, training, and production cut-over. Upon contract award, the Project Manager will finalize the Project Timeline to display the approximate start and completion dates of the project.

▪ Equipment List

Urbana has purchased 150 *Premier MDC* CAD/RMS client licenses. Client software license fees for more than the 150 *Premier MDC* CAD/RMS quoted users are additional.

Message Switch Software

- ♦ Microsoft Windows NT Server with Service Pack
- ♦ PC Anywhere Remote Control Software (Dial-in Access)

Minimum Specifications for Message Switch Hardware

- ♦ Pentium II 350 MHz Processor w/MMX
- ♦ Mini Tower Base
- ♦ 512K Integrated L2 Cache
- ♦ 128 MB RAM
- ♦ 1.44 MB Floppy Disk Drive
- ♦ 4.5 GB Ultra ATA Hard Drive
- ♦ 5.0 GB Tape Backup
- ♦ 8 MB AGP Video Card
- ♦ 40x Max. Variable CD-ROM
- ♦ Ethernet Card
- ♦ 104-Key Keyboard for Windows 95
- ♦ 17" .28DP Color Monitor
- ♦ Microsoft Mouse
- ♦ 33.6K Async External Modem

Client Application Software

- ♦ *Premier MDC CAD/RMS Client Software* (the license to run up to 150 copies)

■ Project Management Services

SCA will use different highly skilled professionals at various stages of the implementation process. Many individuals will play key roles in this project. Some will work on the project starting day one and will be involved with the ongoing support of the relationship, and others will be assigned specific tasks as a result of their unique expertise in given areas. The project team will be structured to include project management activities that will occur at SCA. The project team is designed to ensure that the project moves forward and meets critical milestones in a timely fashion.

Project Manager. SCA will assign a Project Manager to coordinate all SCA activities related to the execution of this Statement of Work. Urbana's Project Manager will coordinate all Urbana's subcontractor activities. SCA's Project Manager will act in conjunction with Urbana's Project Manager in the implementation of this project.

Acceptance Test Plan. SCA will coordinate the creation and execution of the Acceptance Test Plan.

Training. SCA will schedule any training with Urbana's Project Manager.

▪ **Pre-Installation Services/Kickoff Meeting**

SCA works closely with Urbana to define each aspect of its installation. In order to construct a common understanding of all deliverables, SCA uses the following three documents:

- **Development Request Form**
- **Project Deliverables Checklist**
- **Premier MDC Default Screens (for New Interface Development)**

Development Request Form

When any new development is required, your project manager will work with Urbana using SCA's **Development Request Form**. The purpose of the Development Request Form is to define, in as much detail as possible, the new client/server interface to be developed. The project manager is the primary person responsible for the completion of this form. The goal of the form is to clearly delineate the following:

- The purpose of the interface.
- The "look" of the interface if a GUI interface is required.
- The specific functionality that the interface is to perform.
- The specific transactions that the interface will support.
- How the interface will communicate with Premier MDC.

A sample section of the Development Request form is shown here:

General Interface Information

Please fill out one form per interface component.

1. Type of Interface Development: (Check One)

- ☐ Client Interface Only
- ☐ Server Interface Only
- ☐ Client and Server

2. Type of Interface

- ☐ State _____ Acronym _____
☐ CAD _____
☐ RMS _____
☐ Mugshot _____
☐ AVL/GPS _____
☐ RF Network _____
☐ Other _____

Project Deliverables Checklist

The Project Manager will review with Urbana all components that were agreed to in the contract. The **Project Deliverables Checklist** details all aspects of the contract such as what hardware components are being provided and who provides them, software deliverables, etc. The function of the checklist is to provide a clear and accurate picture of all tasks that are to be performed in setting up Urbana's mobile system.

A sample section of the form is shown here:

Client Interface Components

<input type="checkbox"/> Messaging		
<input type="checkbox"/> Paging		
<input type="checkbox"/> State/NCIC/NLETS		
<input type="checkbox"/> CAD		
<input type="checkbox"/> RMS		
<input type="checkbox"/> GPS		
<input type="checkbox"/> In-Car Mapping		
<input type="checkbox"/> Mugshots		
<input type="checkbox"/> Text-To-Voice		
<input type="checkbox"/> In-House Mapping		
<input type="checkbox"/> TCP Redirector		
<input type="checkbox"/> My T-Touch		
<input type="checkbox"/> Emulation	<input type="checkbox"/> TN (Telnet – TCP/IP) <input type="checkbox"/> SNA <input type="checkbox"/> Over IP <input type="checkbox"/> Over IPX <input type="checkbox"/> Other <input type="checkbox"/> Serial/Asynchronous	<input type="checkbox"/> 3270 <input type="checkbox"/> 5250 <input type="checkbox"/> VT <input type="checkbox"/> WYSE

Premier MDC Default Screens

In the situation of new interface development, the Premier MDC Default Screen document will be used. This will contain PMDC Interface specific screens for an interface development that has already been done but needs to be reviewed/approved by Urbana. As the screens are reviewed with the Project Manager, Urbana will be able to approve each one by signing and dating it in the space provided.

A sample section of the form is shown below. The entire document can be found in the Statement of Work Appendix.

Vehicle Inquiry by License Plate

Vehicle	
Query Vehicle by Plate	
By Plate	
By VIN	
By Decal/Title	
Person	
Gang	
Boat	
Article	

Plate	<input type="text"/>	
State	CALIFORNIA	
Type	Passenger	(Note: Type and Year are required only for out-of-state registration checks)
Year	1999	
<p>Returns Registration Information. Also Searches Warrants and Stolen Vehicle Files</p> <p>* Indicates a Required Field</p>		
<div>Send Clear Cancel</div>		

**Approved By
Client
Representative :**

Date Approved:

SCA and Urbana will work together to define the forms that collect all required data for access to the Tiburon CAD so that SCA can generate them before installation of the system.

Urbana must furnish the number of Function keys desired (e.g., Acknowledge, En Route, At Scene), their respective labels, and which of those labels should appear on the MDC screen at all times. Any changes to the original forms must go through SCA's Project Manager, who will identify the changes and evaluate whether they are billable.

■ Installation Services

SCA will install and configure all hardware and software necessary for the complete operation of the *Premier MDC* satellite message switch. SCA is not responsible for preparing the site for installation, such as running cables in floors, walls, or ceilings. ***Urbana must provide all network, electrical, and telephone connections for the proposed system, including placing (or pulling) cables to their appropriate locations.*** The SCA installation includes:

- ◆ MS Windows NT installation and configuration
- ◆ Installation and configuration of communications PC card
- ◆ *Premier MDC* satellite message switch TCP/IP installation and configuration
- ◆ *Premier MDC* satellite message switch configuration
- ◆ *Premier MDC* satellite message switch software installation and configuration (including Address and User Tables configuration)

■ Acceptance Testing Services

An Acceptance Test Plan (ATP) will be created to accomplish the detailed testing of the functionality of the system components (*Premier MDC* message switch and *Premier MDC* client software, and CAD/RMS integration modules) in this project. The ATP describes the functional components to be tested to achieve system acceptance. Once all MDC computer hardware components and the mobile units are installed and operational for this configuration, these procedures will be used to demonstrate the conformance of the message switch to this Statement of Work (SOW).

A representative from SCA and at least one Urbana representative will perform each test within the ATP. Upon completion of each portion of the ATP, Urbana's representative observing the tests will sign and date each section representing acceptance of that portion of the ATP. If any problems are detected during the execution of the ATP, a system deficiency list (punchlist) will be created to document all exceptions to the

ATP based upon mutual agreement by Urbana and SCA. The failure of one test will not necessarily require the entire ATP to be rerun. The interrelationship of a particular test to other features will determine the number of items to be re-tested under the facilities of the ATP. In any event, the re-running of the ATP, or any portion of the ATP, will occur immediately after problem resolution. Upon a satisfactory correction of any and all punchlist items, Urbana will grant "Final Test Acceptance Approval."

* ***Punchlist Resolution.*** Any and all identified project-related deficiencies discovered during the execution of the ATP will be documented on a punchlist form. Recording these punchlist items on a documented form will allow the Project Managers (Urbana and SCA) to track any project-related deficiencies and expedite a satisfactory resolution. The purpose of the project punchlist is to identify and document mutually agreed-upon system deficiencies and to use the project punchlist as a working document toward project final acceptance. Once all project punchlist items have been completed, Urbana will grant final system acceptance.

Note: All enhancement requests should be forwarded to your Project Manager.

■ Documentation

The *Premier MDC* system includes two standard manuals, which are only available electronically:

Premier MDC User Guide

Premier MDC Server Administrator Guide

Urbana can print as many copies as it needs. Because of the need to customize the documentation specifically for Urbana's system, manuals will be delivered within 90 days of Final Test Acceptance Signature. No hard copies of system documentation will be delivered under this contract.

■ Training

SCA believes that training should be as interactive as possible and permit the students to learn the new system with instructor assistance as necessary. Toward this end, SCA provides interactive training with the system.

SCA provides three different training packages to meet the varying needs of our customers:

- ◆ **Basic**, which includes the following:
 - One day (8 hours) of trainer's time plus materials. Includes travel time to and from.
 - Two hours System Administrator training (Limit 5).
 - Four hours Train-the-Trainers (Limit 5).
- ◆ **Enhanced**, which includes the following:
 - Two days (14 hours) of trainer's time plus materials. Includes travel time to and from.
 - Three hours customizing training materials.
 - Three hours System Administrator training (Limit 5).
 - 8 hours Train-the-Trainers (Limit 15).
- ◆ **Elite**, which includes the following:
 - Three days (21 hours) of trainer's time plus materials. Includes travel time to and from.
 - Eight hours customizing training materials.
 - Four hours System Administrator training (Limit 5).
 - 8 hours Train-the-Trainers (Limit 20).

Additional training options are available during business and non-business hours.

The SCA training course will be customized as the system is developed and installed. Urbana will be consulted as to the content and presentation of the material to better tailor the course to each specific audience. SCA offers full course curriculum on all of its systems and application software. SCA will present two courses to Urbana: a session of "Train-the-Trainer" for Users and a session of System Administrator training. After successful "Train the Trainers" training, graduates should be able to train future *Premier MDC* users to work basic functions within 30 minutes.

The objectives of these courses are:

1. To ensure user mastery of the new system.
2. To provide hands-on usage in the class and workplace.
3. To build user confidence in the technology.
4. To permit review and learning at the student's pace.
5. To reinforce Urbana's decision to purchase *Premier MDC* through the effective use of the system by mobile users.

A typical agenda for the *Premier MDC* Train-the-Trainers session for users follows.

Train-the-Trainer Agenda:

- System Architecture - Overview of Data Flow Through System
- Client Software
 - RF modems/issues
- Premier MDC Overview
- Premier MDC
 - Introduction to Logon/Off
 - Logon/off process - Behind the scenes
 - How units and users are validated
- FastKey Support
 - What is FastKey Support
- Break
- Dispatch
 - Status screens

- Active Incident List
- Status changes
- Self-Initiated
- Receiving/View a dispatch
 - Changing status (En Route, At Scene, etc.)
 - Completing a call (Disposition)
- Screen Blanking
- Screen Restore
- Emergency Key

■ Warranty and Maintenance Services

SCA Software

SCA warrants that all SCA-provided software will perform free of material defects (according to the *SCA Mobile Data Communication System Software and Services Agreement*). SCA will provide 7x24 support for 90 days after the state interface and messaging have been completed and accepted by Urbana. Additional support may be purchased on an annual basis. All support packages include the following:

- ❑ New Releases of the Purchased Products
- ❑ Maintenance Releases
- ❑ Problem Resolution and Work-Around
- ❑ Remote Dial-In Support via modem from the SCA Customer Care Department
- ❑ Bulletin Board Access
- ❑ 24 x 7 Hotline Support: 12:00 AM to 11:59 PM EST, Monday - Sunday

The above description of Warranty, Support, and Maintenance does not include problem resolution and/or work-around for problems directly caused by the customer or another third-party vendor.

Responsibility Overview

Urbana Responsibilities

The following tasks are the responsibility of Urbana:

1. **Site Preparation.** *SCA is not responsible for preparing the site for installation, such as running cables in floors, walls, or ceilings.* Urbana is responsible for all site preparation for the satellite message switch prior to the scheduled installation of the system. This includes (but is not restricted to):
 - Telephone lines (which must be available prior to system installation)
 - A dedicated telephone line for remote diagnostics and support of the *Premier MDC* message switch
 - A TCP/IP connection to the IWIN server at Illinois State Police is in place at time of on-site installation.
 - Electrical / Power connections.
 - The provision of adequate space for the satellite message switch.
2. Urbana will provide a person to act as a single point of contact for all aspects involving the implementation of this project. This person will also be responsible for the coordination and communication with other contractors, telephone companies, agencies, etc.
3. Urbana will furnish the number of status keys (e.g., Acknowledge, En Route, At Scene) and their respective labels, and choose which ten (10) of these labels should appear at all times on the *Premier MDC* Client Main Menu screen.
4. Urbana will be responsible for ensuring that appropriate CAD interfaces is written to SCA's API. Code modification must be made on the system to accomplish this interface; Urbana will be responsible for any code changes required on the Tiburon CAD.
5. **The Training Facility.** Urbana is responsible for providing an adequate training facility. This facility will include laptop PCs and RF modems. Chairs should also be supplied for the students and instructor. Additionally, the facility must have adequate RF coverage to support a "live" training session.

6. Urbana is responsible for having the required personnel available for each on-site training session.
7. Urbana must assign at least one qualified individual (System Administrator) to learn the operation of the satellite message switch and who will complete acceptance testing of the satellite message switch and CAD/RMS client software with SCA personnel.
8. Urbana is responsible for all supplies for the project, e.g., tapes for system backup. (SCA will supply the tapes necessary for one full backup as part of training.)

CDPD Network Provider Responsibilities

The CDPD network provider is responsible for all network communications, connections, hardware, etc., necessary to bring up a production RF infrastructure.

Responsibility Matrix

SCA has supplied a Responsibility Matrix for project implementation. This matrix outlines the tasks that are to be completed by SCA and Urbana in order to successfully complete the implementation of the proposed system. The primary goal of the Responsibility Matrix is to clearly define who is responsible for completing specific tasks and in what associated time frame.

P Primary task responsibility

S Secondary task information provided as required

Task	SCA	CDPD	Urbana
1. Project Planning			
1.1. Prime Contractor	P		
1.2. Project Administration	P	S	
1.3. Customer Single Point of Contact			P
1.4. CDPD Network Single Point of Contact		P	
1.5. Project Schedule	P	S	
2. Order Equipment			
2.1. Order satellite Message Switch Hardware	P		
2.2. Order MDC Message Switch Cabling and Adapters			P
2.3. Upgrade Mobile Laptops (if Necessary)		S	P
2.4. Order Network Equipment		P	S
2.5. Order CDPD Modems		P	S
3. Site Preparation			
3.1. Provide Space			P
3.2. Provide Power			P
3.3. Provide Dedicated Dial-Up Phone Line			P
3.4. Provide Facility Resources			P
4. CDPD Network Connectivity			
4.1. Network Interface Development	P	S	
4.2. Test Network Connection	P	S	
4.3. Configure Message Switch Connection to Network	P		
4.4. Configure CDPD Modems	S	P	
5. Customizations			
5.1. Button Bar and Function Keys	P		S

Task	SCA	CDPD	Urbana
5.2. Status Codes Available to Mobile Users	P		S
5.3. Provide CAD API and client screens	P		
5.4. Develop CAD-to-Server Interface	S		P
6. Installation			
6.1. Installation Planning	S	P	S
6.2. Ship satellite message switch to customer	P		
6.3. Ship Equipment to the Customer	P		
6.4. Install satellite Message Switch at Customer Site	P	S	S
6.5. On-Site RF Connectivity Test	P	S	
6.6. On-Site CAD Connectivity Test	P		S
6.7. On-Site RMS Connectivity Test	P		S
6.8. TalkThru/RF Terminal Emulation Test	P		S
6.9. TCP Redirector Test	P		S
6.10. Install Modems			P
7. Training			
8.1 Preparation and Instruction	S	P	S
8. Acceptance Testing			
8.1. Message Switch Acceptance Testing	P	S	S
8.2. Conditional Acceptance	S	S	P
8.3. Resolve Punchlist Items	P	S	
8.4. Final Acceptance	S	S	P

Task Detail

1. Project Planning

1.1. Prime Contractor

SCA will act as the prime contractor.

1.2. Project Administration

SCA will have primary responsibility for project administration.

1.3. Customer Single Point of Contact

Urbana will provide a person to act as a single point of contact for all aspects involving the implementation of this project. This person will also be responsible for the coordination and communication with other contractors, telephone companies, agencies, etc.

1.4. CDPD Network Single Point of Contact

The CDPD provider will identify a single point of contact for all CDPD issues.

1.5. Project Schedule

SCA will be responsible for developing a project schedule.

2. Order Equipment

2.1. Order Message Switch Hardware

2.2. Order MDC Message Switch Cabling and Adapters

2.3. Upgrade Mobile Laptops (if necessary)

Urbana is responsible for ordering and installing any upgrades (hardware and software) to its existing laptops to run the Windows 95 or 98 operating system. Urbana is responsible for configuring all laptops to be set up/configured during the installation with Windows 95 or 98.

2.4. Order CDPD Network Equipment

Urbana is responsible for ordering any additional equipment required for the server to interface with the CDPD network.

2.5. Order CDPD Modems

Urbana is responsible for ordering the CDPD modems for this project.

3. Site Preparation

SCA is not responsible for preparing the site for installation, such as running cables in floors, walls, or ceilings. Urbana is responsible for all site preparation for the satellite message switch prior to the scheduled installation of the system. This includes, but is not restricted to:

3.1. Provide Space

The provision of adequate space for the *Premier MDC* satellite message switch.

3.2. Provide Power

Electrical Connections.

3.3. Provide Dedicated Dial-Up Phone Line(s)

Dedicated telephone line(s) for remote diagnostics and support of *Premier MDC*.

3.4. Provide Facility Resources

All supplies for the project; e.g., tapes for system backup, extension cords, UPS devices, etc.

4. CDPD Network Connectivity

4.1. CDPD Network Interface Development

SCA currently supports most CDPD networks. If the CDPD network is already supported, no additional work needs to be performed.

4.2. Test CDPD Network Connection

SCA and the CDPD network provider will test the fixed-end network connection.

4.3. Configure/Test SCA Message Switch connection to CDPD Network

SCA will configure and test the SCA connection to the CDPD network.

4.4. Configure Modems

SCA and/or Urbana will configure the modems. A minimum of two (2) laptops must be on site and configured prior to SCA's arrival for the installation.

5. Customization

5.1. Button Bar and Function Keys

SCA will customize the MDC button bar and function keys to Urbana's requirements.

5.2. Status Codes Available to Mobile Users

Tiburon will be responsible for configuring the various status codes that are available for mobile users based on requirements.

5.3. Provide CAD API (Application Programming Interface)

SCA will provide its CAD API to Urbana and appropriate screens on the client application for exchange of data with the CAD. The API includes interface documentation, transport source code, a fully functioning Premier MDC test environment, and telephone support/training from SCA's developers.

5.4. Develop CAD-to-Server Interface

Urbana is responsible for ensuring an appropriate interface is written on the CAD system to SCA's API.

6. Installation

6.1. Installation Planning

SCA and Urbana will plan the on-site installation visit several weeks prior to SCA's arrival.

6.2. Ship Message Switch

SCA will ship the satellite message switch to the Urbana project site approximately 1-2 weeks prior to arriving on-site for the installation.

6.3. Install MDC Message Switch at Customer Site

SCA will install, configure, and test the MDC message switch and several MDC clients at the project site.

6.4. On-Site CDPD Connectivity Test

SCA will test CDPD connectivity between the MDC message switch and several mobile laptops.

6.5. On-Site CAD Connectivity Test

SCA and Urbana will test the message switch interface to the CAD System.

6.6. Install Modems

Urbana is responsible for the installation of the CDPD modems into the car.

Note: Some interfaces, due to availability, may instead be installed and tested remotely, not on site. All system components may be installed during the same visit, not necessarily on separate or individual visits.

7. Training Preparation and Instruction

SCA provides interactive training with the system. The actual courses are built as the system is assembled. The customer is consulted as to the content and presentation of the material to better tailor the course to each specific audience. SCA offers System Administrator and User training on all of its systems and application software. SCA personnel will run classes to "Train the Trainers."

8. Acceptance Testing

8.1. Message Switch Acceptance Testing

8.2. Conditional Acceptance

8.3. Resolve Punchlist Items

8.4. Training Preparation and Instruction

8.5. Final Acceptance

An Acceptance Test Plan (ATP) will be created to accomplish the detailed testing of the functionality of the system components (RMS and Tel Control CAD client modules) in this project. The ATP describes the functional components to be tested to achieve system acceptance. Once all MDC computer hardware components and the mobile units are installed and operational for this configuration, these procedures will be used to

demonstrate the conformance of the message switch to this Statement of Work (SOW).

A Representative from SCA and at least one representative of Urbana will perform each test within the ATP. Upon completion of each portion of the ATP, Urbana's representative observing the tests will sign and date each section representing acceptance of that portion of the ATP.

If any problems are detected during the execution of the ATP, a system deficiency list (punchlist) will be created to document all exceptions to the ATP based upon mutual agreement by Urbana and SCA.

The failure of one test will not necessarily require the entire ATP to be rerun. The interrelationship of a particular test to other features will determine the number of items to be re-tested under the facilities of the ATP. In any event, the re-running of the ATP, or any portion of the ATP, will occur immediately after problem resolution. Upon a satisfactory correction of any and all punchlist items, Urbana will grant "Final Test Acceptance Approval."

Change Control Plan

The objective of a Change Control Plan is to define a simple yet effective method of managing project changes, which include:

- Identifying changes
- Investigating the probable impact of changes
- Evaluating the benefits and costs of the proposed changes
- Making a decision to implement, defer, or deny the change request
- Reporting the impact of approved changes on the cost, schedule, and scope of the project

Change Orders are used to ensure that all changes to the Agreement (Contract) are properly documented, reviewed, and approved prior to inclusion into the document. Changes to an agreement include, but are not limited to, such items as changes to the equipment ordered, changes in service options, etc.

It should be understood that a Change Order is an amendment to the contract if it requires the authorization by Urbana. Any change to be completed during the initial development, before delivery of production system (final user acceptance), may result in a change in the scope, schedule, or costs (or all three) of the project. With this in mind, a fundamental set of rules should be followed when a change order is initiated from any source:

- All change orders must be documented, clearly stating the scope of work, responsible parties doing the work, a dollar amount, a schedule impact, and signatures.
- All change orders require appropriate authorization before work can commence.
- All change orders must be communicated to the people or organizations impacted by the change.

- All change orders must conform to the scope of work authorized by Urbana.

Once the Statement of Work is approved and signed by authorized representatives of all parties (Urbana and SCA), a formal Change Control Plan will become effective. A Field Change Request form, as provided in this Statement of Work, must be filled out, mutually agreed to, and executed by both Urbana's authorized Project Manager and SCA's Project Managers prior to the initiation of work outlined in any proposed change.

All changes made after Final Acceptance will be billable. Each change will be evaluated by all parties and approved by Urbana.

Field Change Request (FCR)

Purchaser: _____

Contract No.: _____

Issue Date: _____

Request No.: _____

Request Name: _____

Raised by: _____

(Signed)

Reason for Change:

Cost Impact:

Schedule Impact:

Operational Impact:

FCR Signoff Sheet

Change Request No. _____

I. Program Management (PM) Staff Approval

Urbana Representative: _____

Title: _____

Signature: _____

Date: _____

SCA: _____

Title: _____

Signature: _____

Date: _____

Change Order

Purchaser: _____ Change Order No. _____

Name: _____ Date: _____

Address: _____

In accordance with the terms and conditions of the Agreement dated _____, 200__, the following changes are approved:

Contract Price Adjustments:

Original Contract Value	\$ _____
Previous Change Order amounts #1 through	\$ _____
This Change Order # _____	\$ _____
New Contract Value	\$ _____

Completion Date Adjustments:

Original Completion Date	\$ _____
Previous Schedule Change #1 through _____	\$ _____
This Schedule Change # _____	\$ _____
New Completion Date	\$ _____

Unless amended above, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the last day and year signed below.

Purchaser

By: _____

Title: _____

Date: _____

SCA, A Motorola Company

By: _____

Title: _____

Date: _____