REVISED

2004 JAN 30 AM 11: 33 **OAKLAND CITY COUNCIL**

RESOLUTION NO.- **7 8 3 3 5** C.M.S.

A resolution authorizing the City Manager to execute the Settlement and Release and Agreement to Amend The Existing Agreement with Motorola, Inc. For Modifications to the Oakland Police and Fire Departments' Computer Aided Dispatch System and Related Systems.

WHEREAS, on December 17, 2002, the City and Motorola entered into an Amended Specialized Services Agreement under which Motorola was to provide the City a fully integrated public safety system; and

WHEREAS, the integrated public safety system comprised of a computer aided dispatch (CAD), records management system, jail management system, mobile data communication and field based reporting and a digital justice system for use by the Oakland Police Department ("OPD") and the Oakland Fire Department ("OFD").

WHEREAS, Motorola was unable to meet certain technical requirements and time periods in the Amended Specialized Services Agreement; and

WHEREAS, the time period to complete this project is necessary to meet grant provision; and

WHEREAS, Motorola has proposed a plan by which the time period can be met or Motorola will credit the City for all funds lost due to the expiration of the grant due to Motorola's performance; and

WHEREAS, in consideration of the modification to the agreement, Motorola will credit the City $51,000 for lost functionality; and

WHEREAS, the City will receive additional credit of $1,295,545 including maintenance credits, for the deletion of the Digital Justice Subsystem; and

WHEREAS, the City will also be credited up to $686,046 for those cost associated with the delay of the Acceptance of the Police and Fire Computer Aided dispatch system; and

WHEREAS, the City finds that the amendments to this agreement is acceptable plan to resolve these time and functionality issues; and

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WHEREAS, the City and Motorola dispute whether Motorola is in default under the contract and wish to settle their dispute and release each other from all claims either could bring against the other related to Motorola's performance to date; therefore be it

RESOLVED: that the City Manager or his/her designee to negotiate and execute an amended Agreement with Motorola Inc. to provide a public safety system ("System") comprised of a computer aided dispatch (CAD), records management system, jail management system, mobile data communication and field based reporting for use by the Oakland Police Department ("OPD") and the Oakland Fire Department ("OFD").

FURTHER RESOLVED: That the City Manager or his/her designee is hereby authorized to take whatever action is necessary with respect to submissions to the Department of Justice for the full utilization of the grant in support of the project, and to approve any subsequent amendments to or extensions of said agreement except those involving compensation, the allocation of additional funds, or of the settlement or disposition of any future contract disputes, provided that any such amendments or extensions shall be filed with the City Clerk's Office; and be it

FURTHER RESOLVED: That the contract shall be reviewed and approved by the City Attorney's Office for form and legality prior to execution, and a copy shall be placed on file with the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____ FEB 3 2004 _____, 2003

PASSED BY THE FOLLOWING VOTE:

AYES- BRUNNER, BROOKS, CHANG, NADEL, REID, QUAN, WAN, AND PRESIDENT
NOES- 0   DE LA FUENTE

ABSENT- 0

ABSTENTION- 0

ATTEST: _____
CEDA FLOYD
City Clerk and Clerk of the Council of
the City of Oakland, California

Exhibit T

SETTLEMENT AND RELEASE AND AGREEMENT TO FURTHER AMEND THE AMENDED SPECIALIZED SERVICES AGREEMENT

This Settlement and Agreement to Further Amend the Amended Specialized Services Agreement ("Settlement and Amendment") is made and entered into as of _____, 2004, by and between Motorola, Inc., a corporation ("Motorola") and the City of Oakland ("City").

RECITALS

WHEREAS, on December 17, 2002, the City and Motorola entered into an Amended Specialized Services Agreement under which Motorola was to provide the City a fully integrated public safety system ("System") comprised of a computer aided dispatch (CAD), records management system, jail management system, mobile data communication and field based reporting and a digital justice system for use by the Oakland Police Department ("OPD") and the Oakland Fire Department ("OFD");

WHEREAS, the City contends that Motorola did not meet the contract requirements for CAD and that the City became aware during discussions between the parties regarding the CAD matter that Motorola was unable to meet certain other technical requirements in the Amended Specialized Services Agreement which affected the other Subsystems; and

WHEREAS, the City contends that Motorola has defaulted under the Amended Specialized Services Agreement and that it has just cause at this point to terminate that Agreement by reason of Motorola's default; and

WHEREAS, Motorola disagrees with the City's contentions and disputes that it has defaulted under the contract; and

WHEREAS, through discussions between them, the parties have agreed upon a further amendment to the Amended Specialized Services Agreement's technical requirements which is set forth below and in Exhibits T-1 through T-5 attached hereto and incorporated herein by this reference, by which their mutual objective of successfully completing the System may be accomplished;

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NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby acknowledge and expressly agree as follows:

I.   Terms and Conditions

    A.   Financial Considerations

       1.   **Credits to the City:**

The City will receive a total of $1,295,545 in credits to the contract price with $799,340 of these occurring in year one and the remaining $496,205 available as reductions in maintenance costs of $99,241 per year for five years maintenance, as set forth in the following table:

Change in Price	Amount
DJS Credit	$799,640
LRMS Credit	$51,000
UDT/DSS Added Functionality	($36,500)
Total Year One Credit	$814,140
Mobile data coverage study	($14,800)
Maintenance Credit – DJS Deletion	$496,205
Total Project Credit	**$1,295,545**

These credits are available for application to the CAD or other Subsystems and can be applied as a reduction in the contracted value and annual maintenance costs for that Subsystem.

Motorola will increase the CMS bed license count from 254 to 319 at no charge to the City.

2. Payment Term Revisions:

The City will not be required to make any further payments under the contract until the CAD Subsystem has achieved Conditional Acceptance under the Testing and Acceptance provisions of the Amended Specialized Services Agreement.

Upon Conditional Acceptance of CAD 6.7 and associated interfaces, payments will revert back to those set forth in the amended Exhibit B of the Amended Specialized Services Agreement.

3. Cost Reimbursements:

Motorola agrees to credit the City for certain costs, expenses and grant fund losses associated with this Settlement and Amendment Agreement as follows:

(a) Operating Costs:

Motorola agrees to reimburse the City via credits to the contract for certain expenses it has or may incur as a result of the revised timeline. The categories for expenses identified by the City are set forth in the categories below. The City agrees to provide Motorola with written documentation of payment of actual costs incurred as part of the reimbursement process. The City further agrees to minimize its expenses to the extent reasonably possible. Credits for the amounts set forth herein shall be in lieu of the $75,000 in accrued, liquidated damages the City has assessed against Motorola for not deploying Police CAD as required under the Amended Specialized Services Agreement. The total reimbursement amount for documented actual expenses will not exceed the sum of $686,046, except in the event Motorola does not achieve Conditional Acceptance of CAD by September 20, 2004, Motorola will continue to reimburse the monthly cost up to $68,046 of documented expenses for each month or increment thereof the project is delayed until the CAD system is operational.

Agreed upon expense categories:
- OFD Existing Lease Lines
- OFD New Lease Lines
- OFD & OPD Network Equipment Maintenance
- Overtime charges
- OPD & OFD CAD Refresher Training

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- Pro Q&A Re-Training Costs
- Monthly Maintenance Costs for the existing Computer Systems

  (b) Loss of COPSMORE Grant Funds:

    Motorola agrees to credit the City for documented outstanding amounts it is unable to receive from the granting authority for its COPSMORE grant for future payment milestones where the loss of the grant funds is the result of the expiration of the grant before Motorola completes Conditional Acceptance of the System. Motorola will not have an obligation to the City if the loss of grant funds is due to delay caused by the City or a change in government policy that prevents grant funding or for reasons beyond Motorola's control.

    The City agrees to use reasonable efforts to prevent a loss of grant funds and, where possible, take action to attempt to extend the grant expiration date, provide information to the granting authority or assist in other reasonable ways. Motorola agrees to cooperate with the City and to provide resources to the City to assist this effort.

    The City agrees to cooperate with Motorola in developing the overall project schedule so that Motorola can maximize its ability to complete the portions of the project that are subject to grant funding as early as possible.

II. Acceptance Terms

    The Parties agree that final acceptance of the changes contained in this Settlement and Amendment and Exhibits T-1 to T-5 is conditional upon DOJ's approval of the City of Oakland's request for a Budget Modification to this COPSMORE grant no later than six weeks from the Parties' execution of this Settlement and Release. If DOJ does not approve Oakland's request for a budget modification, this Settlement and Amendment and Exhibits T-1 to T-5 shall be deemed null and void, and the provisions of the Amended Specialized Services Agreement shall apply.

    The Parties further agree that the City shall rescind its Entry of Default letter (November 3, 2003), as well as any related notices or correspondence, upon their execution in full of this Settlement and Amendment Agreement.

III. Critical Path Milestones

The following Critical Path Milestones shall apply and, as to each, Motorola's failure to meet any of these milestones due to reasons within Motorola's reasonable control shall be deemed a material breach of its obligations under the Amended Specialized Services Agreement as to which the provisions of Section 24 thereof (**Default and Termination**) shall apply:

A. Motorola's development of and submittal to the City, within five (5) days from the execution in full of this Settlement and Amendment, of a detailed Project Management Plan. . The Project Management Plan will include a Detailed Project Schedule, An Organization Chart which assigns the parties' Roles and Responsibilities, the lines of communications between the parties, sets the Project Meetings Schedule, sets the schedule for Project Progress Reports, establishes the new, revised Payment Schedule (Exhibit B) and establishes the date for the parties' joint review of and agreement upon all changes in the Amended Specialized Services Agreement including the Statements of Work, Acceptance Test Plans and Functional Specifications Design or Description, as appropriate, which must be made to reflect the amendments to the contract which the parties have agreed to hereunder.

B. The development of and submittal to the City of the Functional Specifications Design for the VisionTek mobile solution. So that the parties may make a"Go, No-Go" decision within 30 days of the execution of this Settlement and Amendment, Motorola shall submit the FSD to the City no later than twenty one (21) days after the execution in full of this Settlement and Amended Agreement. The City will not issue a "No-Go" decision regarding the VisionTek mobile solution unless the solution proposed would fail to provide the functionality required in the Amended Specialized Services Agreement in some material respect.

C. Successful completion of the CAD (Computer Aided Dispatch) Acceptance Test Plan testing for the CAD to CAD and AMR Interfaces Subsystem.

D. The provisions of Section 24 (**Default and Termination**) shall apply to this Settlement and Amendment Agreement

IV. Release

The Parties agree that the City shall rescind its Entry of Default letter (November 3, 2003), and any related notices or correspondence, upon their execution in full of this Settlement and Amendment Agreement and further that

the Parties shall each release any and all claims each may have against the other arising from the events associated with Motorola's performance under the Amended Master Services Agreement as to which the Parties are now in dispute.

V.   <u>No Admission of Liability</u>. The Settlement and Amendment pertains to disputed claims and does not constitute an admission of liability on the part of any party hereto, all liability having been denied, at all relevant times, and which continues to be denied.

VI.   <u>Advice of Counsel</u>. In executing this Settlement and Amendment, each party hereto acknowledges that it has consulted with and had the advice of counsel of its own choosing in negotiations for and preparation of this Settlement and Release Agreement and was fully advised by counsel with respect to all rights which are affected by this Settlement and Amendment Agreement.

VII.   <u>Reliance Upon Representations</u>. The parties represent that they have executed this Settlement and Amendment in reliance upon information provided by each other.

VIII.   <u>No Transfer of Claims</u>. The Parties represent and warrant that they have not heretofore assigned, transferred, hypothecated, subrogated, or purported to assign, transfer, hypothecate, or subrogate, nor will in the future assign, transfer, hypothecate, or subrogate, to any person or entity, any claim, cause of action or claim, or any portion thereof or interest therein, which is the subject matter hereof.

IX.   <u>Authority</u>. The Parties warrant that the individuals executing this Settlement and Amendment on their respective behalfs has full authority to do so.

X.   <u>Modification</u>. Any modification of this Settlement and Amendment will be effective only if it is in a writing signed by all Parties to this Agreement.

XI.   <u>Conflict</u>. In the event of any inconsistency between this Settlement and Amendment and the Amended Specialized Services Agreement, the language of this Settlement and Amendment will control.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement and Release as of the date first above written.

Motorola, Inc.
a Delaware corporation

By:_____
Name:_____
Its:_____

THE CITY OF OAKLAND

By:_____
Name:_____
Its:_____

Approved as to form and legality:

_____
City Attorney

EXHIBIT T-1

COMPUTER AIDED DISPATCH (CAD) FOR POLICE AND FIRE

I. Motorola's Proposal

Motorola will provision a CAD Subsystem based on the Interface Standards of its CAD v.6.7 Software which Motorola will publish so that those who wish to interface with the City's CAD Subsystem platform will have access to those standards. Motorola represents that CAD v.6.7 will pass all fields the Agreement now requires of the AMR Interface. In addition Motorola will develop no later than July 24, 2004 the Merge Program that is necessary to re-synchronize the data bases for the Single CAD architecture after system recovery.

Motorola recommends, and the City accepts Motorola's recommendation, that Motorola substitute a Single CAD Fail-over architecture for the Dual CAD Fail-over the Agreement currently requires (Exhibit D-11, see also, Appendix A, – User Perspective for Computer Aided Dispatch Split System Procedure for DR-Net Implementation, September 18, 2003, attached hereto).

Motorola will develop the Functional Requirements for the Single CAD Fail-over Merge Program the contract requires of the CAD Subsystem no later than June 24, 2004.

II. CAD Statement of Work Modifications

The Police and Fire CAD Statements of Work will be supplemented or modified respectively as appropriate, with the provisions set forth in this Section II.

1. Modifications and Supplements

Motorola will deploy CAD Version 6.7 in a Single Box configuration in support of day-to-day operations and fail-over no later than the date established in the amended Project Management Plan the parties shall agree upon. Motorola will publish the CAD-to-CAD standard interface it has designed and will utilize in the CAD v.6.7 Single Box configuration no later than August 30, 2004.

Motorola has specifically designed CAD version 6.7 to support CAD-to-CAD interfaces by configuring External Routes and Incident Types to support the generation of incidents, routing of unit data, and incident updates to external systems. The InterConnect server manages all messages between CAD version 6.7 and an external system. InterConnect performs all routing instructions, parsing, formatting, and conversions as indicated through its configuration to enable the CAD systems to communicate.

Motorola's proposal will result in a Primary Server running Police (OPD) and Fire (OFD) CAD located at the City of Oakland's 911 Communications Center failing

over to a Secondary Server located at the OFD Dispatch Communications Center (EOC). Motorola will assure that the Split System Fail-Over approach will provide the City with all fail-over functionality (Normal operations, Fail-over Mode, and Network Failure Mode) that the Agreement's Exhibit D-11 required of the Dual Box configuration Fail-over Strategy that Motorola's Single Box recommendation will replace. Motorola will assure that its Single Box configuration provides the ability for either OPD or OFD to immediately render assistance to the other in the event that either site must be evacuated or is otherwise rendered unusable.

Motorola will also assure that OPD and OFD will have the ability to "split apart" their respective CAD systems in the event of an Oakland Network failure and that, when the Oakland network is restored, the data from both systems - OPD and OFD - will be merged and the data resynchronized by the Single Box Merge Program Motorola will develop.

Motorola will additionally assure that its Single Box implementation allows both OPD and OFD to fully utilize the functions and interoperability of the CAD system indicated in the Fail-over Comparison matrix, including the ability to control which comments are written to each event.
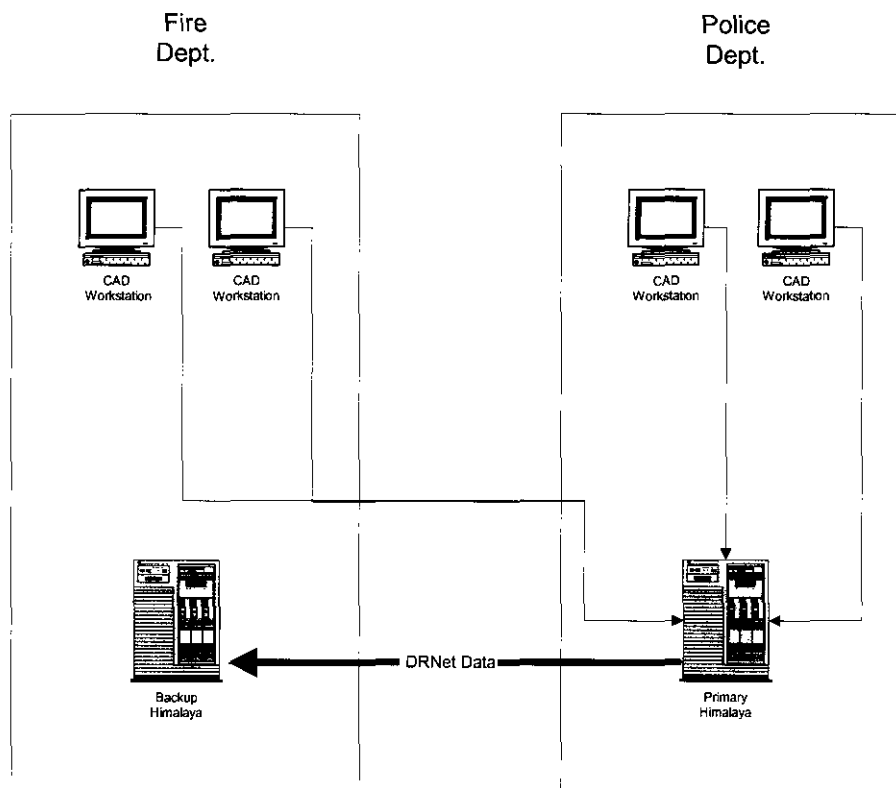
Single Box Configuration - Showing Normal Operation
System Diagram 1

2. __UDT/DSS Server__

Motorola will install a second UDT/DSS server at OFD. Motorola will provide services to install the new server and will re-configure the UDT/DSS server, already purchased under the contract at a cost to the City of $36,500.00.

The purpose of this second UDT/DSS server is to provide the City of Oakland Fire Department with a dedicated UDT and Decision Support System (DSS) server that will also act as backup to the UDT/DSS server at the Police Communications Center.

Motorola will install the Fire UDT/DSS server at the Fire Communications Center and reconfigure the existing UDT/DSS server at the Police Communications Center to provide dedicated UDT services and Decision Support System data for Police and also act as backup to the UDT/DSS server at the City of Oakland Fire Department. The City of Oakland will be responsible for providing an adequate installation and operational environment for the second UDT/DSS in accordance with Exhibit F-1, Section 2.8.2 of the Agreement.

Last, Motorola will repeat up to 2 weeks of Fire Operator Training before new "go live" date to be agreed between OFD and Motorola. Additionally, Motorola will provide up to four (4) weeks Police refresher training at no additional cost.

3. __Modifications to the Acceptance Test Plan__

The parties will modify the existing Acceptance Test Plan for the CAD Subsystem to add the testing required for the Single CAD Fail-over solution and all functionality Motorola has stated that the solution provides (see, Fail-over Comparison Matrix attached hereto). Further, the parties must develop an Acceptance Test Plan, which will test the CAD to CAD Interfaces and the AMR Interface. The AMR Interface must be tested specifically for the successful passing between the Fire and AMR CADS of the following mandatory fields:

Local Incident Number
Incident Type
Incident Priority
Incident Sub-Priority
Incident Modifying Circumstances
Incident Address
Incident Apartment Number
Incident Building
Cross Street 1
Cross Street 2
City
Incident Location
Caller Name
Caller Location

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Caller Address
Caller Phone Number
Caller/Dispatcher Comments
Local Terminal ID
Origination Action Descriptions
Unit Status
Time and Date stamp
Dispatchers ID

4. Further Modifications to the CAD Statement of Work (to be developed)

The parties will develop the Statement of Work specifics for this Single-CAD approach which shall include the following:

- DRNet installation and configuration (server and Client)
- Split System macro installation
- Staggered "go live" dates specific to Police CAD and Fire CAD on release version 6.7
- Develop ATP to TEST Fail-Over to DRNet backup CAD server and Split-System Macro (data only)
- Test Fail-Over to DRNet backup CAD server and Split-System Macro (data only)
- Providing at no cost to the City of Oakland Two (2) InterConnect Servers, one located at Police, one at Fire that will be fully configured and operational upon the installation of the CAD version 6.7 systems.

EXHIBIT T-2

PREMIER MOBILE DATA COMMUNICATIONS (PMDC) AND FIELD BASED REPORTING (FBR) FOR POLICE

I.   Motorola Proposal

In lieu of its own product, Motorola will, under Section 7 (Subcontractors) of the Amended Specialized Services Agreement, provide an alternate to the FBR functionality by substituting a third party application for Police Mobile and FBR. Motorola proposes to substitute VisionTek's Police Mobile and FBR solution under the following conditions: 1) within 30 days of execution of this agreement, Motorola and its subcontractor, VisionTek, will complete a Functional Specification Design (FSD) to ensure that the VisionTek solution will meet contracted functionality for the Police Mobile and FBR Subsystem; 2) Although Motorola will involve the City in the FSD work prior to that point, Motorola commits to providing the City the FSD no later than 21 days after the execution of this Settlement and Agreement to Amend to give the parties time to make a "Go, No-Go" decision by the end of the 30 day period; 3) the parties will make a "Go, No-Go" decision as to whether Motorola, with its subcontractor, VisionTek, will be able to provide the contract-required FBR functionality in a timely manner, that is, as required by the Modified Project Management Plan (The VisionTek Project Management Plan will be finalized between the City and Motorola within 7 days following a "Go" decision); 4) the City will not issue a "No-Go" decision regarding the VisionTek mobile solution unless the solution proposed would fail to provide in some material respect the functionality required in the Amended Specialized Services Agreement. In the event of a "Go" decision, Motorola, through VisionTek will proceed with deployment of the VisionTek product under the terms and conditions of the Amended Specialized Services Agreement that pertain now to Motorola's PMDC and FBR product.

II.   PMDC and FBR Statement of Work Modifications

1.   Modifications and Supplements

VisionTek as Motorola's subcontractor, should be substituted for Motorola. Motorola will remain the responsible party for VisionTek's performance.

2.   Critical Path Items

Motorola's completion of the FSD for the VisionTek product so that the parties can make their "Go-No-Go" decision within 30 days of execution of this Settlement and Amendment.

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EXHIBIT T-3

LAW RECORDS MANAGEMENT SYSTEM (LRMS) FOR POLICE

I.   Motorola Proposal

Motorola will provide LRMS version 5.3 and credit the City $51,000 for the following features in Exhibit D-2 of the Agreement that are not included in version 5.3:

- Section 4 requirement 4.9, single money item disposal
- Section 5 requirement 5.3, items disposal (specifically & partially) per item#
- Section 5 requirement 5.5, Copy/ set up User Profile for Security
- Section 6 requirement 6.2, Prevent property closure (via warning) until property is dispositioned
- Section 6 requirement 6.3, Auto Track printing of records release
- Section 6, requirement 6.4, Attach scanners doc's to Personnel
- Section 6, requirement 6.5, Fire arm descriptor fields
- Section 6, requirement 6.25 Ability to secure multiple property rooms/location and disposition of property to multiple entities, as defined in Exhibit 3

Motorola commits to make commercially reasonable efforts to provide the Section 4.9 and 5.3 functionalities listed above within 24 months from execution of this Settlement and Agreement to Amend at no additional cost under normal warranty and maintenance.

Motorola commits to provide all functionality in Section 1 of Appendix 1 at the time of deployment of the LRMS v 5.3 Subsystem.

II.   LRMS Statement of Work Modifications

1.   <u>Modifications and Supplements</u>

The parties agree that the above specified requirements may be considered deleted from Exhibit D-2. The attached Appendix defines and clarifies the LRMS Subsystem interfaces and will become part of the Statement of Work, Detailed Design Review and Acceptance Test Plan, as appropriate, that the parties shall develop:

- Appendix 1 – LRMS Clarifications and Omitted Features

OFFENDERTRACK CORRECTIONS MANAGEMENT SYSTEM (CMS)

I. Motorola Clarification

Motorola will provide CMS version 6.2 with commissary module at no additional charge. Motorola will also increase the bed usage count from 254 to 319 at no additional charge. Last, for purposes of convenience, Motorola has provided clarifications to Exhibit D-5 based upon CMS version 6.2 as part of this Settlement and Agreement to Amend although they would normally be part of the CMS Detailed Design Review. The City has reviewed, agrees with and accepts Motorola's clarifications.

II. CMS Statement of Work Modifications

The attached Appendixes define and clarify the CMS Subsystem interfaces and will become part of the Statement of Work, Detailed Design Review and Acceptance Test Plan, as appropriate, that the parties shall develop:

- Appendix 1 – CMS Clarification
- Appendix 2 - ICD for the CABS System version 1.2
- Appendix 3 - ICD for the Corpus System version 1.5
- Appendix 4 - ICD for the AWS System version 1.1

EXHIBIT T-5

DIGITAL JUSTICE SOLUTION (DJS) INTEGRATION FRAMEWORK

I.   Motorola Proposal

The City has decided to delay deployment of DJS at this time. Motorola has agreed to eliminate DJS from the contract requirements and has offered a credit of $799,640 and an additional credit of $496,205 which will apply to the contracted for maintenance. If in the future the City wishes to purchase a DJS Subsystem, Motorola has agreed to provide a comparable DJS system release current at that time at the cost of the $799,640.00 credit and annual maintenance increase of $99,241. This pricing will remain valid for a period of two years from execution of this Settlement and Amendment. This price is for the hardware, software and licenses associated with the DJS Subsystem only. Services are not included and will be quoted accordingly. Thereafter, Motorola will provide a comparable DJS system release current at that time at a price not to exceed the best price being offered by Motorola at that time to comparable customers using comparable systems under substantially similar circumstances.

II.   DJS Statement of Work Modifications

1.   Modifications and Supplements

The DJS subsystem and functionality are eliminated; the revised system diagram is described in the Diagram Drawing below .

IPSS System Overview
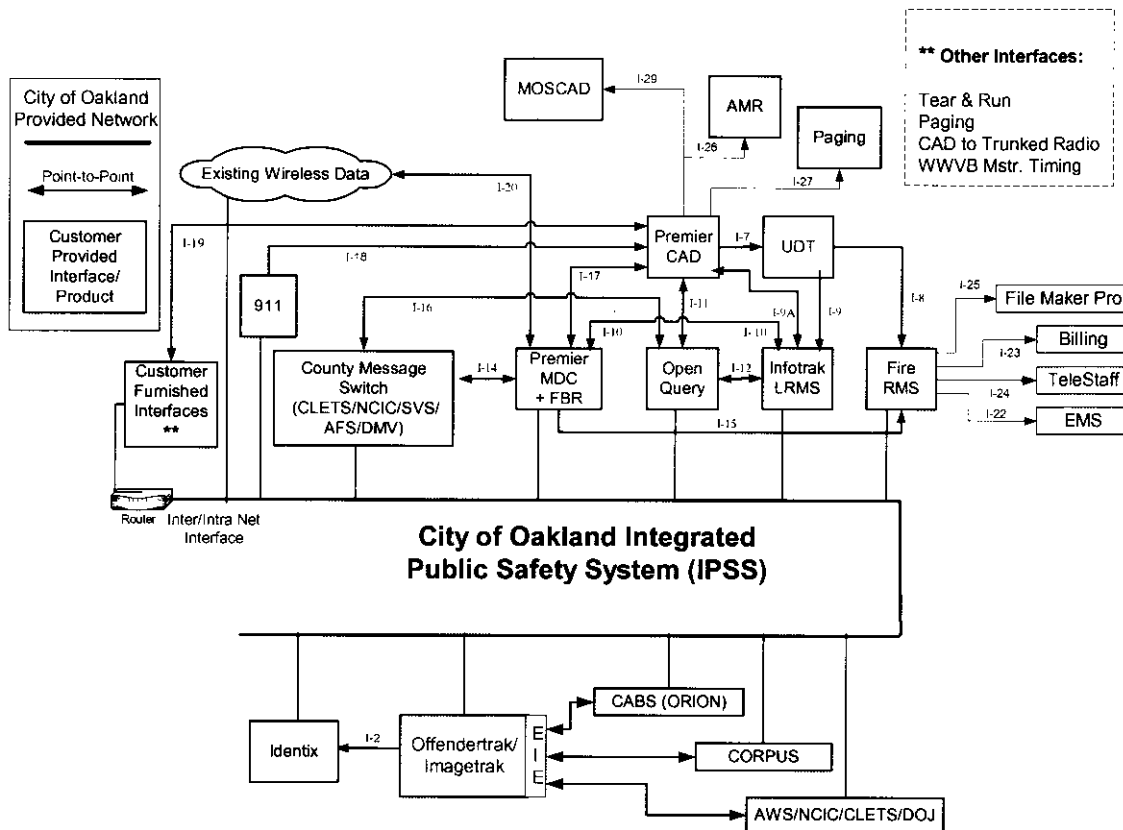
Diagram Drawing

All references and deliverables related to the DJS Subsystem or associated functionality are hereby eliminated from the Amended Specialized Services Agreement and its Exhibits in accordance with the process defined in Section III of Exhibit T.

Section 20.a.1) Warranty Period, of the Amended Specialized Services Agreement shall be amended to read as follows: "The Warranty Period for the Equipment and Software in each Subsystem (as defined and depicted in the Component and Pricing List, Exhibit C, and the Hardware and Software Specifications, Exhibit D-10) will commence upon the first day of the 30-Day Reliability Period for that Subsystem and will continue until Twelve (12) months after Conditional Acceptance of all Subsystems ["Warranty Period"].

Section 23.i) Final Punch List, of the Amended Specialized Services Agreement shall be amended to read as follows: "On the date that is thirty (30) days after the successful completion of the 30-Day Reliability Period for the last subsystem for which such Reliability Period is still pending, the Punch List, including items from all Subsystems, shall be considered to be "final and locked down" and the list on that date will constitute the "Final Punch List". The City and Seller will meet on a daily basis during the thirty (30) day period after the completion of this reliability period, or as otherwise mutually agreed, to develop a running list of the Punch-List items from

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all Subsystems. Any items that may arise following the establishment of the Final Punch List will be resolved under the standard warranty and maintenance procedures as defined within this Agreement. Upon resolution of all items on the Final Punch List, City will issue Seller a Certificate of Acceptance for the System as provided herein. Motorola will be deemed to have met the City's COPSMORE grant funding deadline of September 30, 2004 if all subsystems are conditionally accepted prior to September 30, 2004.

All references to the DJS subsystem maintenance and support, as defined in Exhibit K must be deleted in accordance with the process defined in the Settlement and Agreement to Amend.

References to DJS components must be deleted from at least the following Exhibits in accordance with the process defined in Exhibit T.

- System Diagram and Integration, Exhibit D-7
- Hardware and Software Specifications, Exhibit D-10
- Main ATP, Exhibit E-1
- Police Integration Use Cases, Exhibit E-7
- Police Integration Statement of Work, Exhibit F-11
- Documentation and Training, Exhibit H

Upon reasonable notice by the City, and subject to commercially reasonable scheduling parameters, Motorola will provide the City with 20 hours of engineering time free of charge and another 30 hours of engineering time at a cost to the City of $2,500. Motorola will provide this engineering time at the City's request to assist the City in its independent efforts to link its LRMS and CMS databases. Other than providing this engineering time, which shall be capped at 50 hours as stated above, Motorola assumes no obligations with respect to the City's efforts to link its LRMS and CMS databases, and Motorola makes no representations or warranties regarding the likelihood of success or feasibility of the City's efforts. Further, Motorola shall have no liability in the event the City's efforts to link the LRMS and CMS d