city of bartlesville
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City Hall, Council Chambers
401 S. Johnstone Avenue
Bartlesville, OK 74003

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, December 4, 2017
7 p.m.

Mayor Dale Copeland
918-338-4282

ADDENDUM TO THE AGENDA

1. **Consider and take action on switching and upgrading Emergency 9-1-1 call solutions for the Bartlesville-Washington County E911 Communication Center from A.T. & T. to Motorola Call Works NG 9-1-1. Presented by Lieutenant Kevin Ickleberry, E911 Supervisor.**

The Addendum to the Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:00 p.m. on Friday, December, 2017.

Michael Bailey, City Clerk
Administrative Director/CFO

/s/ Elaine Banes
by Elaine Banes, Deputy City Clerk

All discussion items are subject to possible action by the City Council. Agenda items requiring a public hearing as required by law will be so noted. The City Council may at their discretion change the order of the business agenda items. City of Bartlesville encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least one working day prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive this rule if signing is not the necessary accommodation.

Bartlesville Police Department

Thomas R. Holland
Chief of Police
Phone: (918) 338-4050

615 S. Johnstone Ave.
Bartlesville, OK 74003

Memo

To: Mike Bailey, Acting City Manager

From: Lieutenant Kevin Ickleberry, E911 Supervisor

CC: Bartlesville City Council

Date: December 1, 2017

Re: Consider and take action on switching and upgrading Emergency 9-1-1 call solutions for the Bartlesville-Washington County E911 Communication Center from A.T. & T. to Motorola Call Works NG 9-1-1.

The City of Bartlesville Police Department operates and manages the county wide Emergency 9-1-1 Communications Center for Bartlesville and Washington County. The Communications Center is funded by the City of Bartlesville and Washington County 9-1-1 fees. Currently the E9-1-1 solution being utilized is provided by A.T. & T. The A.T. & T. Solution is provided for three of the four call stations at this time and it is time for an update. At this time the cost to provide updates and add service to the fourth station, to make it a full service E911 station, will cost the City approximately $9,771.04 per month, through A.T. & T. At this time the City does not have a contract with A.T. & T. Additional cost to upgrade the system with A.T. & T would also cost an additional $5,000.00 per station for three of the stations for a total of $15,000.00, for a 5 year renewal. This fee is in addition to the new monthly fee.

Bartlesville Police Department staff has researched and peer reviewed another E9-1-1 solution, due to the extremely high cost of the current E9-1-1 solution and the need to update the current solution. The E9-1-1 solution is Motorola Call Works.

Motorola Call Works can provide an upgraded E9-1-1 Solution to the Communications Center at a substantial saving's to the City of Bartlesville. The annual cost for Motorola Call Works solution is figured at approximately $51,458.26 annually for seven years for a total of $321,473.14, for a ten year contract. At any point during this contract the City has a 30 day opt-out clause in the contract. When comparing cost, the approximate cost for A.T. & T. for this same period would be approximately $ 132, 252. 48 for the first year, then, $117, 252.48 for the next four years, for a five year total of approximately $601, 262.40. An estimated

cost for A.T. & T. for 10 years would be $1,202,528.80.

A.T. & T. will still be needed in a support role, at a cost of approximately $3,500.00 per month or total cost of, approximately $420,000.00, over the 10 year period.

By switching to Motorola Call Works, the City will save an estimated $461, 055.66 over the 10 years.

Please schedule the contract with Motorola Call Works NG 9-1-1 Solutions for consideration and approval by The City Council at its Monday, December 4, 2017 meeting.

Respectfully,

Lieutenant Kevin Ickleberry

Motorola Solutions,
Inc. 1507 LBJ Freeway,
Suite 700 Farmers
Branch, TX. 75234
USA

December 1, 2017

City of Bartlesville

Attention: Lt. Kevin Ickleberry 420
S. Johnstone Ave.

Bartlesville, OK 74003

Re: City of Bartlesville Motorola Call Works NG 9-1-1

Proposal Dear Lt. Kevin Ickleberry:

Motorola Solutions, Inc. (Motorola) is pleased to present our proposal for a state of the art, integrated IP based Motorola Call Works NG9-1-1 system including all the requirements for a comprehensive solution as described in the proposal.

The Motorola Call Works (MCW) platform provides for a more cost effective, easy to use solution focused on eliminating traditional costly integration and maintenance of proprietary legacy systems while revolutionizing the 9-1-1 call taking to dispatch workflow. Motorola is aware that many PSAP's, dispatch agencies and distribution channels desire a balance between mainstream and state- of- the-art, next generation technology and generally seek to employ a total solution that will prolong the life of the proposed system at a lower cost. With this in mind, MCW provides a solution that is based upon advanced, yet proven technology derived from current IT, IP, VoIP and Web 2.0 industry standards, yet allows smooth migration as next generation 9-1-1 matures. The proposed solution, while supporting legacy and NG9-1-1, provides open architecture for both the hardware and software components, unlike any competitive offering. The solution proposed to the City of Bartlesville addresses and includes the equipment specifications, associated project management, installation, user training and services requested.

Motorola offers the most technically advanced and ***mission critical*** NG9-1-1 system in the industry, so the City of Bartlesville can be confident that the system will be installed on ***schedule***, on ***budget*** and as proposed. This proposal is valid until December 31, 2017.

Motorola's commitment to quality and total customer satisfaction are the basis for our excellent relationships. We look forward to continuing our relationship as partners in communications with the City of Bartlesville and successfully implementing the new Next Generation 9-1-1 system.

If you have any questions, please contact our Motorola Call Works Representative, Bryan Pike @ 405.226.7321 or Will Borden, Total Radio Account Manager @ 405.514.5628.

Sincerely,

Jessica Pourciau

Jessica Pourciau

Motorola Solutions, Inc

Area Sales Manager North Texas/Oklahoma

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CALLWORKS

CallStation Solution
Single Site Design

MOTOROLA

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

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SECTION 1

CALLWORKS

1.1 INTRODUCTION

Tackling one of the toughest 9-1-1 public safety dilemmas, CallWorks, is pioneering the convergence of NextGen 9-1-1 Call Taking, Incident Management (CAD) and GIS systems. Our state-of-the-art solution is the only natively integrated, browser-based, dispatch-centric design in the industry. Using the latest software design and telephony technologies, our native i3-compatible application manages the receipt of emergency calls and seamlessly dispatches a response with a simpler, easier-to-use workflow approach and user interface designed to work the way you do, today.

CallWorks is well positioned to become the market leader in Public Safety and Next Generation solutions. We endorse the forward thinking of the City of Bartlesville's quest to advance their level of public safety service for the citizens of their community. Our system was designed and developed for IP Next Generation solutions. The system has a complex but simple array of features, many critical to the way that you manage your centers today. Our objective is to provide the City of Bartlesville with the software and hardware components that will secure your future with the necessary benefits that will allow your staff to serve and protect its citizens with the most efficient Next Generation call handling solution.

CallWorks is pleased to present the City of Bartlesville, a state-of-the-art, integrated IP based NG9-1-1 system including all requirements for a comprehensive turnkey solution as described in this response. The CallWorks platform provides for a more cost effective and easy to use solution focused on eliminating traditional costly integration and maintenance of proprietary legacy systems while revolutionizing the 9-1-1 call taking to dispatch workflow. CallWorks is aware that many PSAP's, dispatch agencies and distribution channels desire a balance between mainstream and state-of-the-art, next generation technology and generally seek to employ a total solution that will prolong the life of the proposed system at a lower cost. With this in mind, CallWorks provides a solution that is based upon advanced, yet proven technology derived from current IT, IP, VoIP, and Web 2.0 industry standards, yet allows smooth migration as next generation 9-1-1 matures. The proposed solution, while supporting legacy and NG9-1-1, provides open architecture for both the hardware and software components unlike any competitive offering. The solution proposed to the City of Bartlesville addresses and includes the equipment specifications, associated project management, installation, user training and services requested.

1.2 KEY SYSTEM CAPABILITIES AND ADVANTAGES

1.2.1 Public Safety Differentiators

The CallWorks solution provides many significant advantages. Listed below are highlights of a few of the many unique standout capabilities of the CallWorks system.

- **Operating Systems** - Technologically advanced systems based on the Linux Operating System, Web services and an application framework developed using state-of-the-art Web 2.0 techniques and the JAVA development environment. User interfaces require only a browser for all applications and are optimized for Mozilla Firefox 17.0, which is fast, efficient and less costly to operate. Windows is the workstation operating system running the Firefox browser.

- **Database** - Integrated systems designed and delivered as a standard with the MySQL Relational Database Management System. The database architecture allows for open, extensive information sharing, comprehensive reporting and scalability for adding additional capabilities in the future as required.
- **Telecom / 9-1-1** - CallWorks provides as a standard component, an industry-leading, custom CallWorks distribution of the VoIP Asterisk softswitch from Digium, Inc. This custom distribution of Asterisk, engineered and packaged with mature Media Gateway's from AudioCodes, provides traditional telecom interfaces to the PSTN and Legacy CAMA interfaces as well as general administrative capabilities, including voice mail and more. CallWorks, via its SipWorks interface, also provides emerging i3 Next Generation connectivity. The system is highly configurable to support 9-1-1, emergency, non-emergency and administrate telephony needs.
- **Call Handling Functions** – The CallWorks call handling functions are very robust and include, but are not limited to, single button transfers (on and off net) via an extensive directory, ALI displayed on the telephone as a backup, silent monitoring, barge-in, override, unlimited multi-party conferencing, abandoned call management, released call review, and much more.
- **Headset/Radio** - Traditional headset and radio interfaces are provided by a custom Power over Ethernet (PoE) Audio Interface Unit (AIU). This provides all necessary analog interconnections for managing call taker/dispatcher headsets and radio system integration. A connection is not required at the call taker workstation and is powered via the network, saving complex power cords and supplies at the workstation. This design eliminates the headaches of using the PC as the voice management component with complex driver and OS maintenance concerns. The AIU is not required for system use. A Polycom telephone is all that is actually required. The AIU also does not arbitrate telecom and radio traffic. If that is required, it serves as the CallWorks interface to a Radio system managed arbitrator.
- **Notifications** - Another strategic advantage of the integrated CallWorks Messaging Engine is the capability to provide automated outbound notifications as part of an incident response plan or a general capability. With specified incident creation, unit/station dispatch, and service request status change, a series of automated notifications can be configured and sent via email and email to text as required. Authorized users may create and manage notifications from AdminiStation.
- **Call Recording** – Although the CallWorks platform is not officially marketed as a Long Term Recorder, the system records and stores all 9-1-1 calls for IRR purposes at each workstation in a traditional fashion. 9-1-1 call recordings are made available for playback from the Call Screen. Additionally, call recordings are available for playback and for long term download from DecisionStation. Calls may be played back with permission from any location where DecisionStation is configured. The system can be configured to record administrative calls as well.
- **Architecture** - The browser based, redundant and High Availability (HA) architecture of our systems allow for centralization and integration of server applications, VoIP switching and the database, while also allowing extensive remote access without the burden of excessive implementation and cost. For larger or regional initiatives, the system is extensible over a network in federated, Geo-Diverse configurations as well as centralized hosting.
- **COTS Design** - CallWorks is dedicated to utilizing off-the-shelf, yet highly configurable hardware solutions that eliminate costly implementations and excessive maintenance costs. CallWorks standardizes with Cisco networking components, COTS workstation computing hardware, Dell HA Servers, APC Power Management Systems, AudioCodes Gateways and Polycom VoIP telephones.
- **Implementation** – The system may be installed and serviced by CallWorks or through extensive channel relationships or locally provided by authorized dealers. Users may also be trained to be Customer Owned and Maintained (COAM) if desired. Hosted solutions may also be available in your area.

- **Ease of Use** - The CallWorks system offers the most intuitive and easy-to-use interface available in the industry today by simply requiring a browser. This user-friendly and easy-to-deploy method provides significant time and cost savings in training new personnel.
- **Support** - CallWorks provides quality, around-the-clock customer care and service with remote monitoring as a standard offering. At any time or day of night, a member of our highly skilled service team is available to assist customers with any questions or concerns.

1.3 ENHANCEMENTS CALLWORKS BRINGS TO THE PSAP

Our systems refine and enhance workflow, while easing many of the issues commonly found in today's PSAPs and dispatch centers. The following address the issues core to the CallWorks platform:

- **Workflow** - One of the primary goals of the CallWorks platform is to streamline the effort of the typical call taker/dispatcher. Most call takers and dispatchers use very sparingly the expensive and complex IWS solutions sold for years for the purpose of answering and managing E9-1-1 calls for service. With the deployment of CAD / Incident Management and Mapping solutions to a large portion of the base, most use those tools for the bulk of the dispatch process after call answer. Our vision was to truly integrate the processes such that a single application could be deployed and managed to work the way the centers actually do, by taking calls, mapping those calls and dispatching and managing resources in a much simpler, more flexible and inexpensive manner.
- **Lack of Complexity** – We have sought to completely eliminate the continuing complexity of the IWS PC itself. The legacy and most current IWS competitive offerings continue to provide overly complex IWS designs through heavy client applications, specific sound cards, TDD modems and headset interface devices leading to maintenance intensive deployments and on-going driver, patch and OS compatibility support issues. Also, we targeted the ability to more closely align with a network offering by allowing faster deployment as well as providing a simpler environment to maintain. This was accomplished by delivering a new architecture in which only an Internet Browser is needed at the desktop and no specific hardware or drivers. The operating system for the workstation is Windows. This creates an IWS replacement that requires no application software installation or client-side driver support. There is also no cabling between the VoIP Telephone set, the Headset Interface device and the IWS PC. This clean and simple design also enhances cohabitation with other applications critical to the user, such as Radio.

  Note: The CallWorks Platform does NOT require Internet connectivity to operate. The platform simply shares those technological advancements and capabilities.

- **User Interface** - The CallWorks System provides an industry first browser-based application environment for all users interfacing to the system including call taking, mapping, dispatch, reporting and management. This creates an easy-to-use, install and maintain environment. The environment enhances our capability to support hosting and networked deployments, allowing for easier transition as NG9-1-1 progresses.
- **Audio Interface Unit** - CallWorks utilizes a custom AIU. The AIU is responsible for providing analog headset/handset connections for the primary call taker and optionally a supervisor/trainer using dual jacks. The AIU is Powered over Ethernet and does not require AC power. The AIU also supports traditional radio system interface if radio-based headset sharing is desired.
- **Reporting** - The CallWorks system design provides a remote desktop via DecisionStation in which authorized users can monitor live operations (calls and incidents), view canned reports; perform ad-hoc database queries, and more. One of the key benefits of this tool is that users may obtain reports that show call statistics and reports from call receipt all the way through incident disposition.

- **Remote Support** - A vital component in supporting systems is access. With CallWorks' simplified design, all devices and components down to the telephone and headset units are IP endpoints and remotely addressable. CallWorks has unprecedented remote VPN access, monitoring and control capability via the customer provided DSL connection. We can quickly and easily assist customer and channels in troubleshooting or scheduled maintenance as needed. Additionally, CallWorks has further engineered a robust power distribution unit (PDU) within the rack that is also network addressable as needed. CallWorks also has DSL dial-up access to a modem in our router that addresses a serial distribution unit. Through this device, which is connected to most of the network infrastructure devices in the backroom such as Gateways, Switches, and the Server, we can serially access many devices for additional root level support if required.
- **CallStation** is VoIP based with a legacy CAMA interface, Next Generation 9-1-1 compliance and a messaging platform with consolidated Emergency and Administrative call taking served by NENA compliant standard telephony. External VoIP sets from Polycom, Inc. are available as needed along with a traditional CAD spill for integration into other 3rd party products like CAD, Long Term Recorders and Mapped ALI if desired. Browser based Mapped ALI can be added if needed at no additional charge outside of necessary professional services. DispatchStation (CAD) can be added to those sites that need or may be considering an upgrade for a totally integrated solution.
- Each deployment includes an administrative application (AdminiStation) and reporting solution (DecisionStation).
- **AdminiStation** is a browser-based access capability used by system managers, maintenance staff, supervisors or other authorized personnel to facilitate the set-up, configuration and on-going management of each agency, PSAP or regional network as required.
- **DecisionStation** is a browser-based access capability used by system managers, maintenance staff, supervisors, remote locations or precincts, mobile users or other authorized personnel to view real time and historical call and incident detail records, active call monitor, unit activity, data mining, reports, and much more.

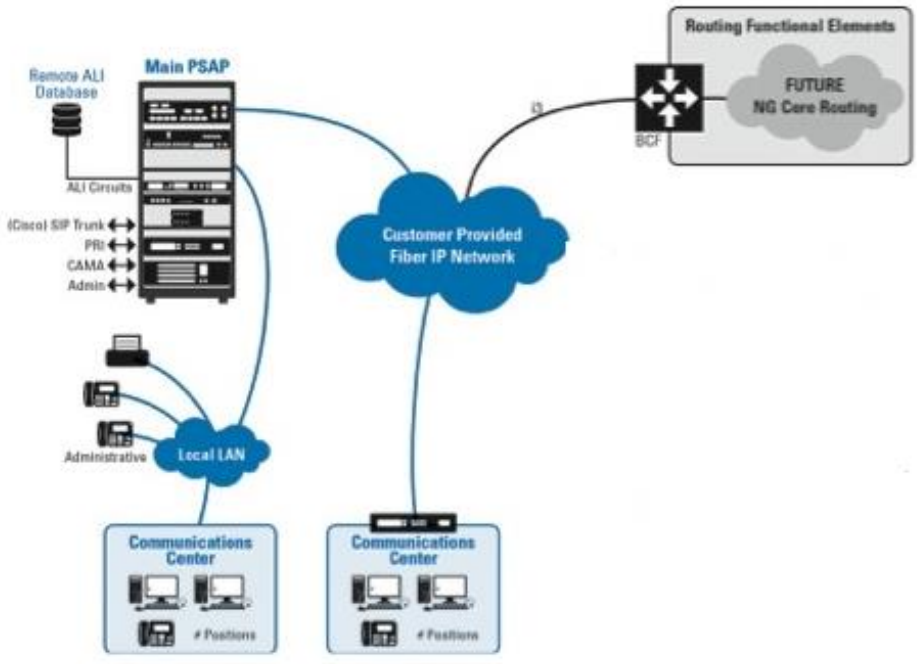

Figure 1-1: High Level System Overview

SECTION 2

SYSTEM DESCRIPTION

2.1 OUR VISION IS THE NEW 9-1-1 REALITY

CallWorks is proud to offer a comprehensive turnkey Next Generation public safety solution that provides users with the confidence and peace of mind that comes from the knowledge that they are dealing with highly respected and experienced leaders in 9-1-1 call taking and dispatch solutions. CallWorks works closely with its customers to exceed expectations and to ensure the delivery and approach they require.

The challenges ahead will not end with Next Generation 9-1-1. Unfortunately, many vendors that you rely on today would have you believe that simply installing a Voice over Internet Protocol (VoIP) solution prepares you for NG9-1-1. CallWorks knows this is not the case. They started with NG9-1-1 and VoIP as the beginning requirement - not the end. At CallWorks, we are not content to simply keep up with existing standards and follow current trends. With our products, CallWorks not only seeks to anticipate the next steps in NG9-1-1, but to also shape the future of the industry. When you select CallWorks, you are getting a partner with a far-reaching vision and innovative products that go beyond the defined standards to deliver real value, immediate benefits and a lower total cost of ownership.

Our state-of-the-art solution is the only natively integrated, browser-based, dispatch-centric design in the industry. Using the latest software design and telephony technologies, our native i3-compatible application manages the receipt of emergency calls with a simpler, easier-to-use workflow approach and user interface designed to work the way you do, today. Our objective is to provide the City with the software, hardware, network design, support and related components that will secure your future with the necessary benefits that will allow your staff to serve and protect its citizens with the most efficient Next Generation call handling solution.

We are pleased to present the City with a state-of-the-art, integrated IP based NG9-1-1 system including all requirements for a comprehensive turnkey solution as described in this response. The CallWorks solution provides for a more cost effective and easy to use platform focused on eliminating traditional costly integration and maintenance of proprietary legacy systems while revolutionizing the 9-1-1 call taking to dispatch workflow. We are aware that many PSAPs, dispatch agencies and distribution channels desire a balance between mainstream and state-of-the-art, next generation technology and generally seek to employ a total solution that will prolong the life of the proposed system at a lower cost. With this in mind, the CallWorks solution provides a platform that is based upon advanced, yet proven technology derived from current IT, IP, VoIP and Web 2.0 industry standards, yet allows smooth migration as next generation 9-1-1 NENA requirements mature.

Our proposed solution, while supporting legacy and NG9-1-1, provides open architecture for both the hardware, software and network components unlike any other competitive offering. The solution proposed to the City of Bartlesville addresses and includes the equipment specifications, associated project management, installation, user training and other services as requested.

The CallWorks turnkey proposal provides a complete solution that:

- Is designed to industry standard(s) including the NENA i3 standard with on-going support and known total cost of ownership for the desired contract term.
- Provides a redundant and highly available foundation for NG9-1-1 that is designed to support core i3 functionality, both now and in the future, at no additional cost for the contract term.

- Is remotely monitored, secure, resilient, and resistant to cyber-attack and penetration.
- Provides the ability to monitor, manage and support the systems on a 24/7/365 basis.
- Is able to support and integrate with Interim SMS Text-to-9-1-1 solutions as may be required.
- Provides increased fault tolerance, reliability, resiliency and disaster recovery through Redundant host locations.
- Provides clear demarcations of responsibility and accountability in the handling of all traffic related to an emergency request originating from the public and delivered to a PSAP via the NG9-1-1 ecosystem.
- Provides a seamless Managed IP, NG9-1-1 ready infrastructure proactively managed and administered through a combination of CallWorks and Motorola Solutions local support teams.
- Provides Enterprise wide Real-Time Monitoring, Dashboard Reporting and MIS.

Additional information may be obtained from our website at
www.MotorolaSolutions.com/CallWorks.

2.2 SYSTEM ARCHITECTURE

CallWorks proposes a turnkey, all-inclusive, NG9-1-1 Call Handling platform

2.2.1 Summary of Our Offer

NG9-1-1 Call Handling solution for single PSAP locations

- Five (5) NG9-1-1 CallStation Call Handling positions with dual 24" monitors
  - 3 Active CallStation Licenses
  - 1 Promotional License (Expires 12/15/17
  - 1 Limited Use/Dark License
- Two (2) Mediant 1000 Chassis
- Four (4) Mediant 1000 4-Port FCX Cards
- Five (5) Genovation keypads
- One (1) 8-port FXS gateway for position base recording
- Two (2) 8-Port FXO gateways for Admin lines
- Audio Interface Units at each of (5) positions for radio integration as needed.
- NG9-1-1, i3 core functions and capabilities for future ESInet deployment.
- Call management and reporting services.
- Support for Text to and from 911 services.
- City-wide data collection and reporting services on all 911 transactions.
- System and component level monitoring, alarming, diagnostics and reporting services,
- Basic GIS management services to support the hosted Mapping capabilities in Call Handling.
- Optional utilization of the integrated CallWorks Mapped ALI solution as a browser tab to see calls ringing into the PSAP before answer with integrated call control, offered at no cost.
- All-inclusive software support, updates, and upgrades for the contract term.
- 24/7/365 Help desk, trouble ticketing and customer support services.
- Installation, testing, training, maintenance and on-site support services by CallWorks and Motorola Solutions.
- Project management services for the planning, design, testing, installation and operation of the systems for contract term.

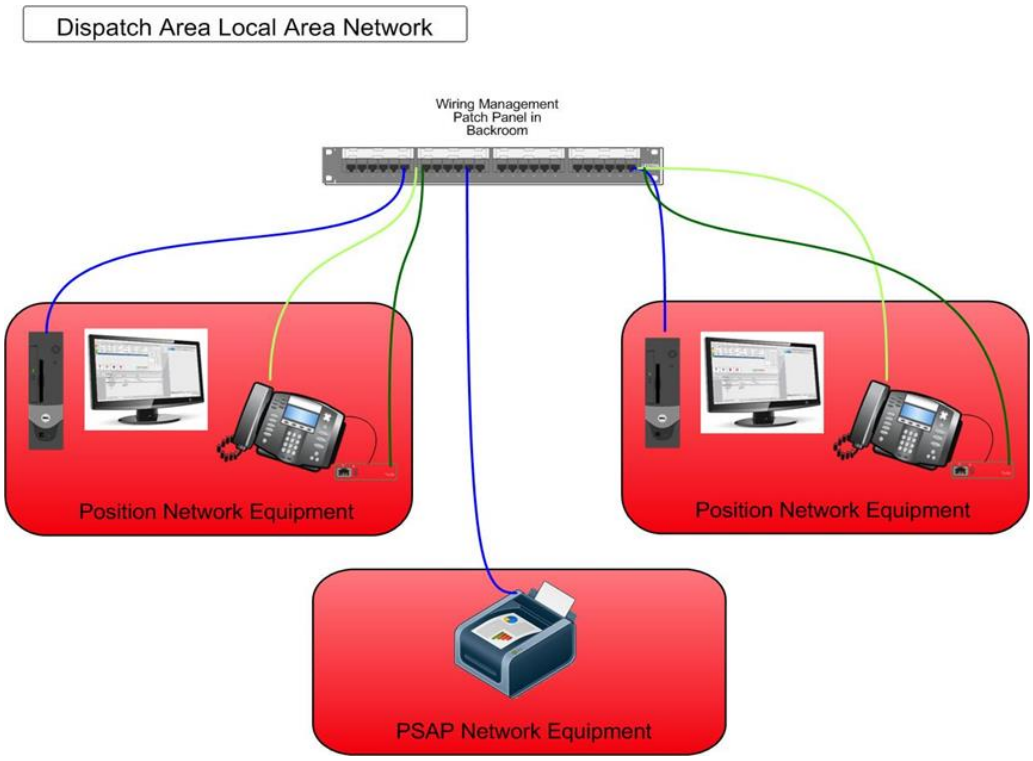

Figure 2-1: Dispatch Area Local LAN

Figure 2-2: CallStation Call Taker Position

2.3 ARCHITECTURAL OVERVIEW WITH HARDWARE AND SOFTWARE REVIEW

In Public Safety, the 9-1-1 Public Safety Answering Point (PSAP) is charged with answering 9-1-1 calls from the Public, and rapidly dispatching appropriate resources to an emergency. There are two basic processes involved -- call taking and dispatching. In some cases, these tasks are handled at separate positions, but in many installations, a single operator handles them. CallWorks supports call taking and dispatch functions from any position or distributed as required. The browser based, redundant and High Availability architecture of the CallWorks system allows for centralization and integration of server applications, VoIP switching and the database, while allowing extensive remote access without the burden of excessive implementation and cost. For larger or regional initiatives, the system is extensible over a network in Geo-diverse configurations as well as centralized hosting.

2.3.1 Call Taker Position

The Call Taker answers the initial 9-1-1 call. The telephone network provides the PSAP with Automatic Number Identification (ANI) via CAMA based PSTN connections and Automatic Location Information (ALI) in a data stream. With the CallWorks system, this information is automatically displayed in the application, and incident processing is initiated as required.

Once location information is displayed (ALI data), the CallWorks system provides integrated map location information, hazard information, premise information, location and call histories and more to the call taker. This data greatly enhances the call taker's capability to develop a more informed and precise line of questioning and to determine the exact location of the emergency, the nature of the incident, persons involved, and to assess the danger of the situation. Once this information has been collected and entered, the dispatch process is initiated or passed to a third party CAD system if using a 9-1-1 only system configuration.

2.3.2 Software Architecture

Operating System: The operating system for CallWorks is LINUX.

Database Engine: CallWorks Java based applications operate with Microsoft Database Systems.

Map Engine: CallWorks is fully integrated with MapServer utilizing ESRI-based GIS formats. CallWorks creates an SQL geo file from the ESRI data as required. Map tiles are cached for speed.

Reporting: CallWorks includes standard call, CAD, ACD, and many other reports and ad- hoc capability via DecisionStation and created with Jasper Reports.

Interface Systems: CallWorks includes a message engine capable of interfacing to e-mail, SMS, remote printing, remote VoIP sets with ALI, radio, and RMS systems as required.

2.3.3 CallWorks System Architecture

The basic architecture of the CallWorks system consists of the CallWorks JAVA Message back-end (CallWorks Domain), MapServer and its dependencies, CallWorks-Asterisk VoIP Engine, application server and the relational database management system (RDBMS). The CallWorks client (Firefox browser) connects to the CallWorks Domain, which acts as a Web Browser for passing messages via TCP/IP connected to the RDBMS through JAVA.

Figure 2-2: CallWorks Product Highlights

2.3.4 General System Requirements

2.3.4.1 Workstation

Hardware Requirements

- Modern Workstation PC
- Dual or Quad Video with accelerated graphics
- 8GB RAM
- General purpose hard drive
- Dual Graphic NIC
- USB Keyboard and Mouse
- 22-inch or 24-inch Wide Aspect Monitors (22-inch recommended)

Software Requirements

- Windows Operating System
- Firefox Long Term Support Release (e.g. v15, v17)
- Dual or Quad Video with accelerated graphics

2.3.4.2 Server

Hardware Requirements

- Dual Dell R620 HA Server
- Dual Quad Core Processors

- 16 GB RAM
- Dual Hot Swappable Power Supplies
- Dual Hot Swappable Fan Assemblies
- Raid 5 Controller
- Quad Gigabit NIC
- IMPI Hardware Monitoring and Management

Software Requirements

- openSUSE Operating System
- MySQL Server RDBMS
- CallWorks Application Platform

2.3.5 External & Environmental Requirements

Dedicated High Speed Internet Access via DSL 16 GB RAM.

2.3.6 High Level System Overview

Figure 2-3 diagrams the basic view of the system installed in a generic environment with some CallWorks Domain connectivity for further clarification. All that is required at the workstation is a Firefox browser and Adobe Flash. There are no OS or driver dependencies between the Call Taker workstation and the Polycom telephone or the Audio Control Unit (AIU).

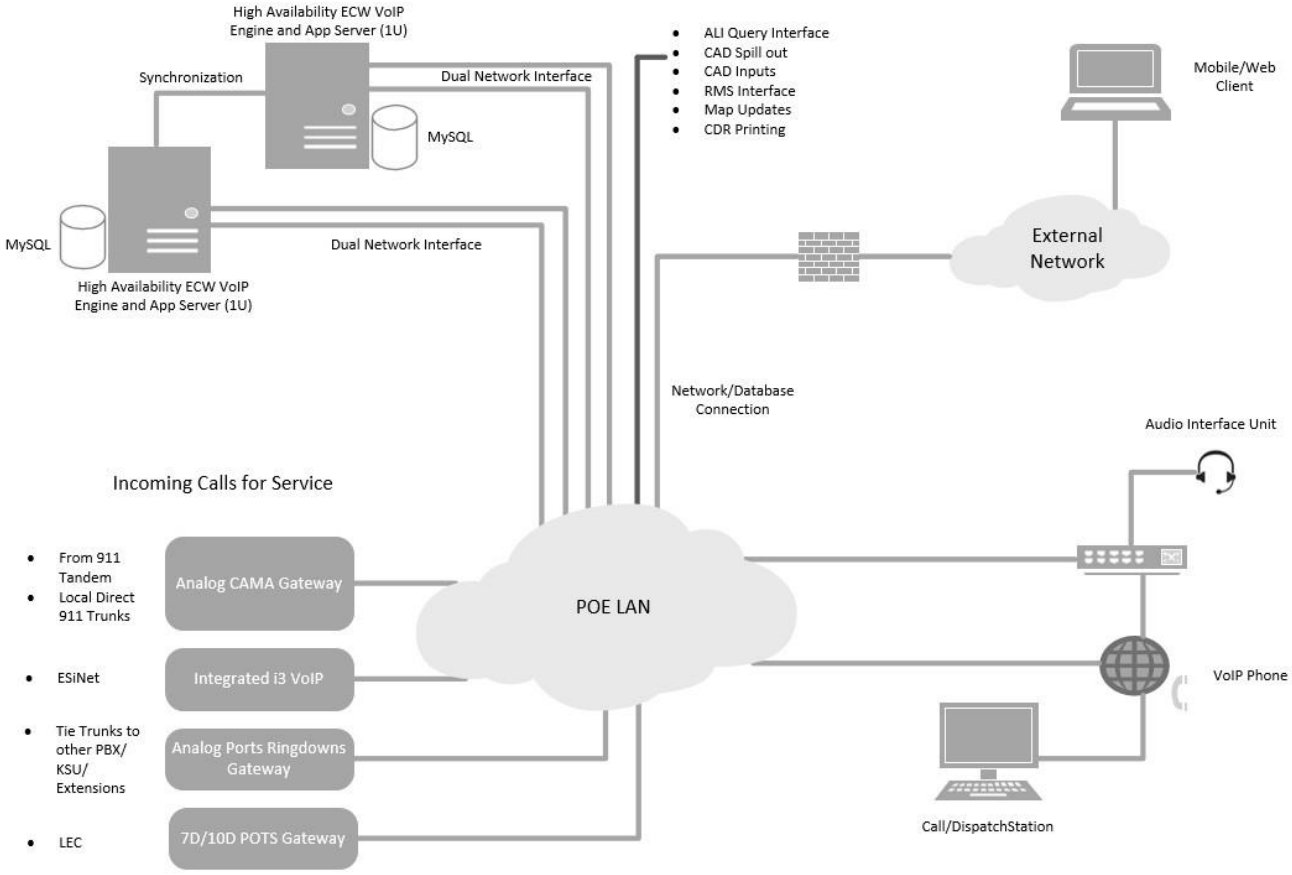

Figure 2-3: Basic View of the CallWorks System

2.3.7 High Level Workstation Overview and Design

Figure 2-4 diagrams the basic installation options for the call taker or dispatch workstation (user interface) in a generic PSAP environment. Please note that the Local Area network is connected to all devices including the Workstation itself via the VoIP telephone and the headset interface unit (AIU). All CallWorks devices are IP enabled and managed via IP. The VoIP telephone and the AIU are also Powered Over Ethernet (POE) to eliminate messy power supplies and adapters.

Figure 2-4 depicts generic scenarios for Workstation deployments.

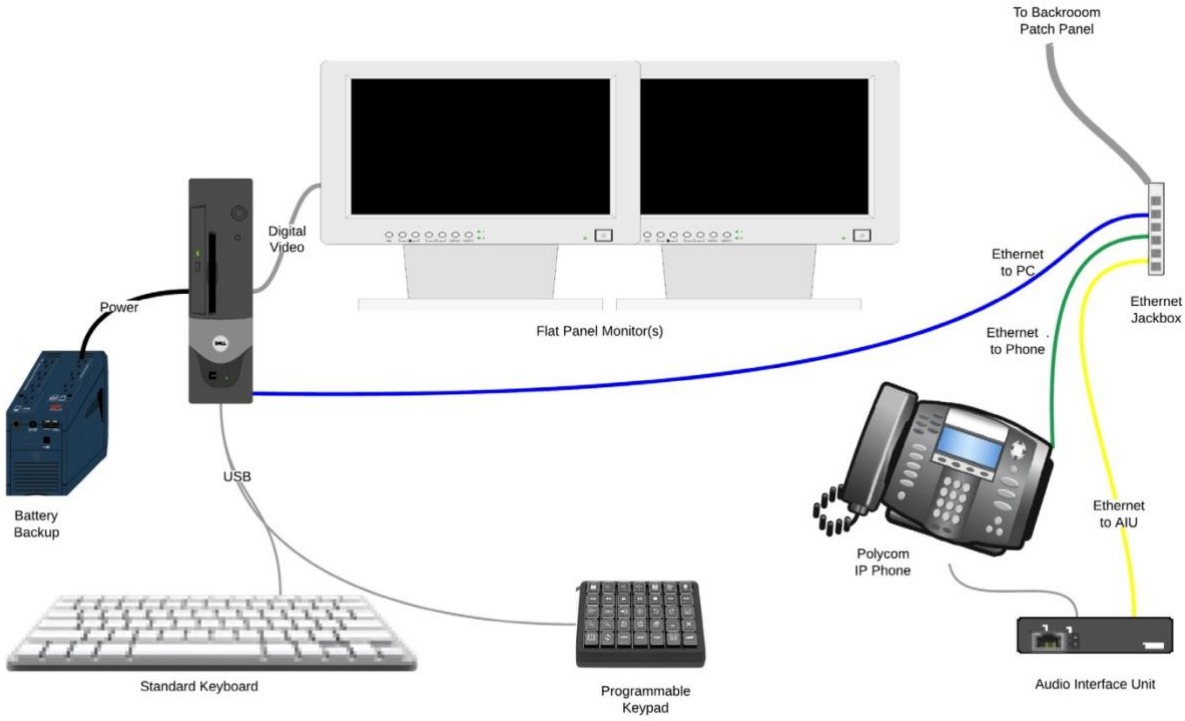

Figure 2-4: Workstation Overview and Design

2.3.8 High Level VoIP Telephone Review

CallWorks provides an ALI screen on the Polycom VoIP Telephone that serves as an excellent backup or for use in secondary PSAP positions or remote transfer points as needed. Tandem transfers are also active from this capability.

2.3.8.1 PolyCom VoIP Phone Sets

- Basic Features:
  - ALI Subset – On Screen Support.
  - Tandem Transfer.
  - Hold.

- Mute.
- Do Not Disturb.
- Transfer.
- Conference.
- Speakerphone.
- Speed Dial.
- Contact Directory.
- Flexible Ring Tones per line group.
- Supports Basic Admin Telecom needs.

Figure 2-5: ALI Results and Polycom VoIP Phone

2.3.9 High Level Workstation User Interface Review

The following sections highlight the basic call taker and dispatch workstations (user interface). The user interface for all CallWorks applications is available via a Firefox Browser and includes CallStation, DispatchStation, DispatchStation NT (CAD Only), DecisionStation and AdminiStation. With all configurations except DispatchStation NT, 9-1-1 call taking and mapping capability is included as a standard package. VoIP telephones from Polycom are specified.

Mapping can be excluded on the 9-1-1 configuration as required. Interfaces are provided to support 3rd party Mapping, LTR, and CAD systems as needed.

2.3.9.1 CallStation

CallStation is CallWorks' comprehensive application for providing receipt and management of emergency calls. CallStation provides call taking and management capabilities from a single screen, allowing for integration with other applications (such as CAD or mapping systems) on secondary screens. CallStation can be configured to include mapping. CallStation with Mapping provides complete call management options from the map as well as the Call Screen. Figure 2-6 - Figure 2-11 display the CallStation Call Screen and the (optional) Map Screen.

CallStation Feature Highlights:

- Multi-User, Multi-Agency Capability.
- Intelligent Command Line and Right-click Status Management.
- Legacy 9-1-1 (CAMA) and Administrative Call Taking.

- i3 Next Generation Compliant via "SipWorks".
- ESInet (NENA Standard i3 Interface).
- Select 3rd Party Variations.
- Integrated TDD and IRR.
- Full SMS Handling Capabilities.
- NENA-Compliant Workstation.
- Easy-to-Use Browser Technology and Graphical User Interface.
- Integrated VoIP Switch.
- Standard Interfaces for Time Sync, Printing, Reports, CAD, IP Recording and RMS Outputs.
- Remote VoIP Phone Only Capability with ALI via "SipStation".
- Web Portal for Real-time Data Views and Call Detail Reporting.
- Includes AdminiStation Data Management Utility.
  - Browser-based Remote Administration Tool.
  - Account-based Access and Privileges.
- Database Administration.
- Includes DecisionStation Dashboard Utility.
  - Real Time "At-a-Glance" Status of Calls, Incident Data and More.
  - Enhances Situational Management.
  - Improves Operational Analysis.
  - Easy-to-Use Browser-based Reporting.
  - Predefined Reports Included for Immediate Use.
  - Smartphone Support.

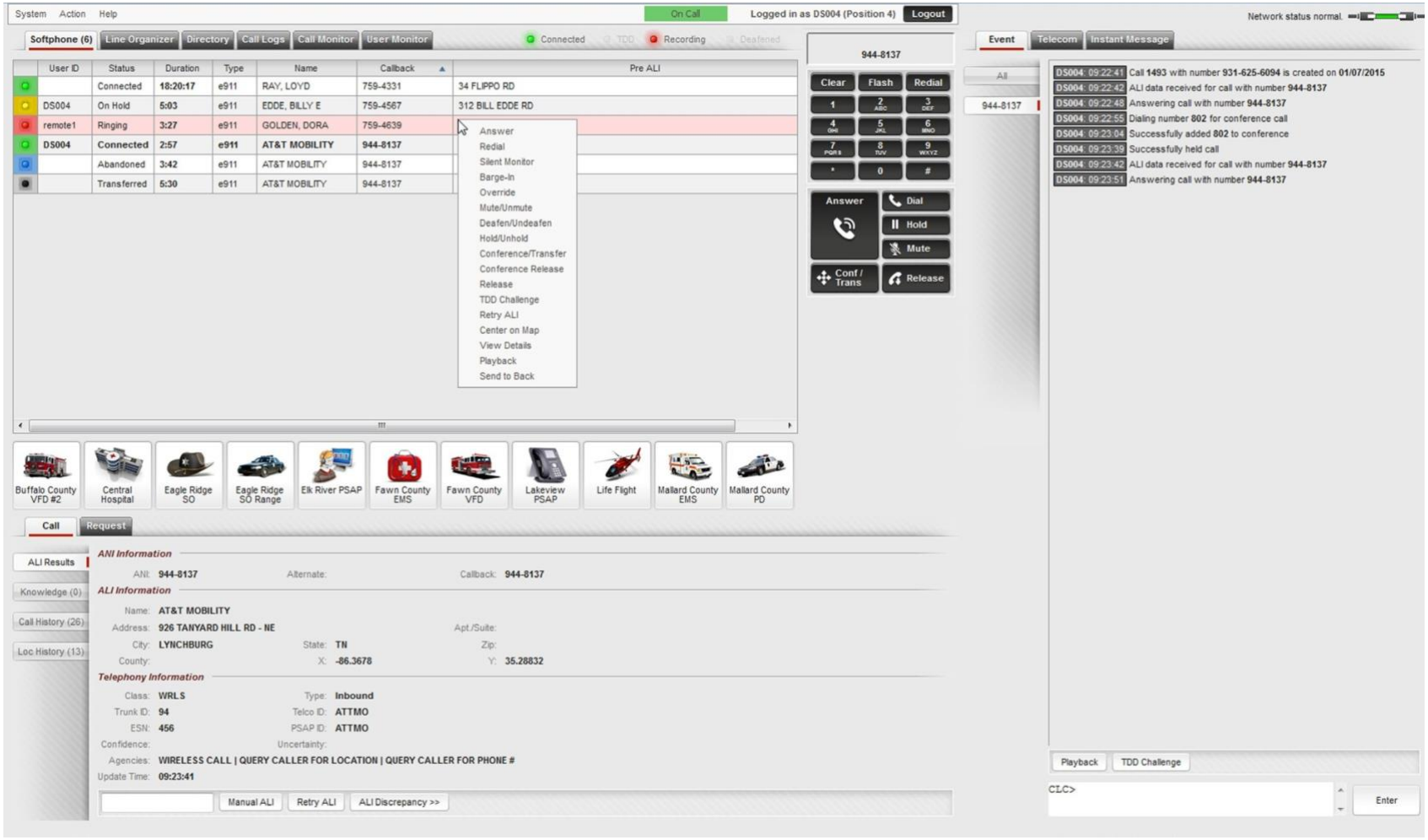

Figure 2-6: CallStation Softphone Tab

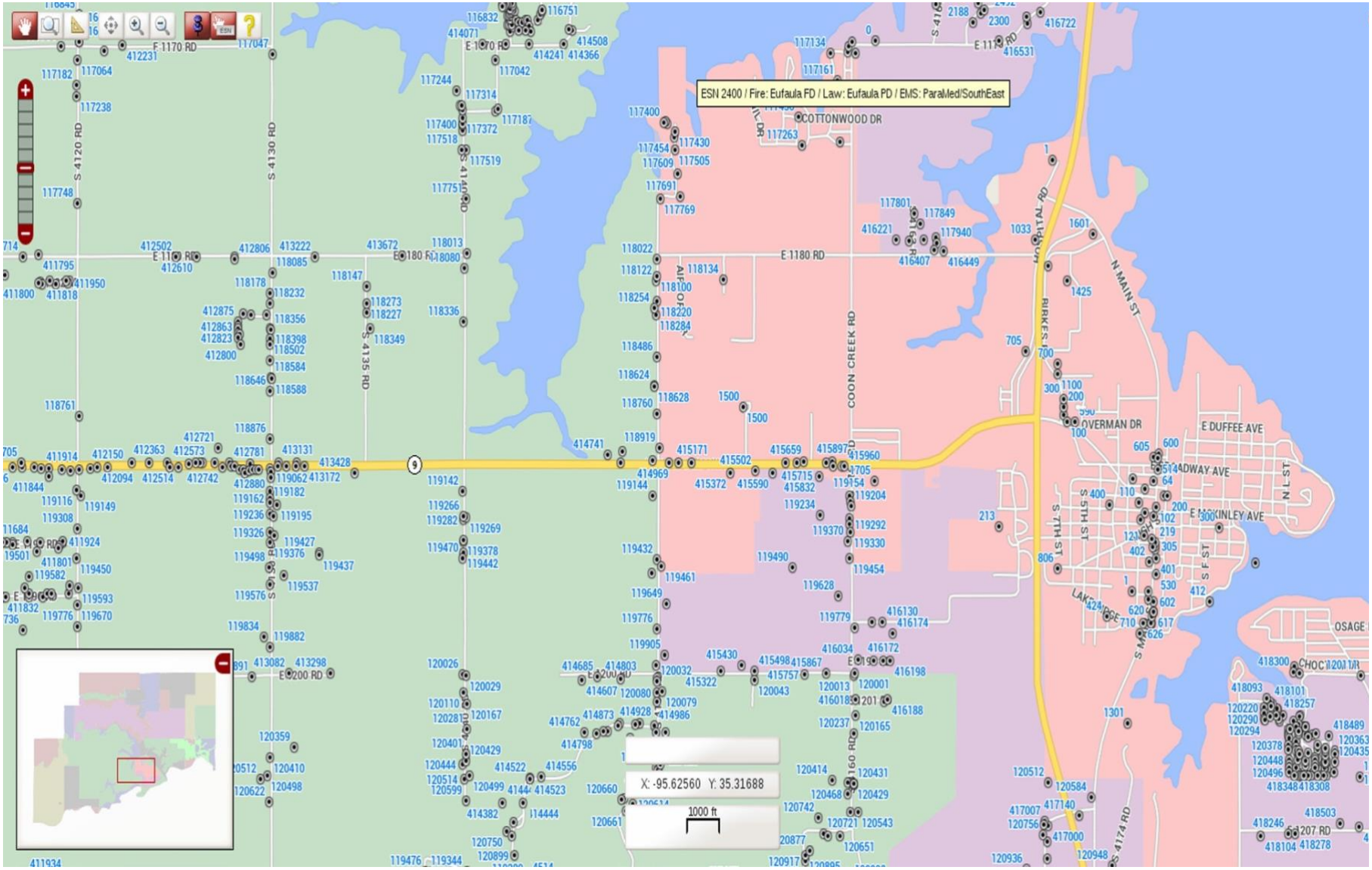

Figure 2-7: CallStation Mapping Map Screen

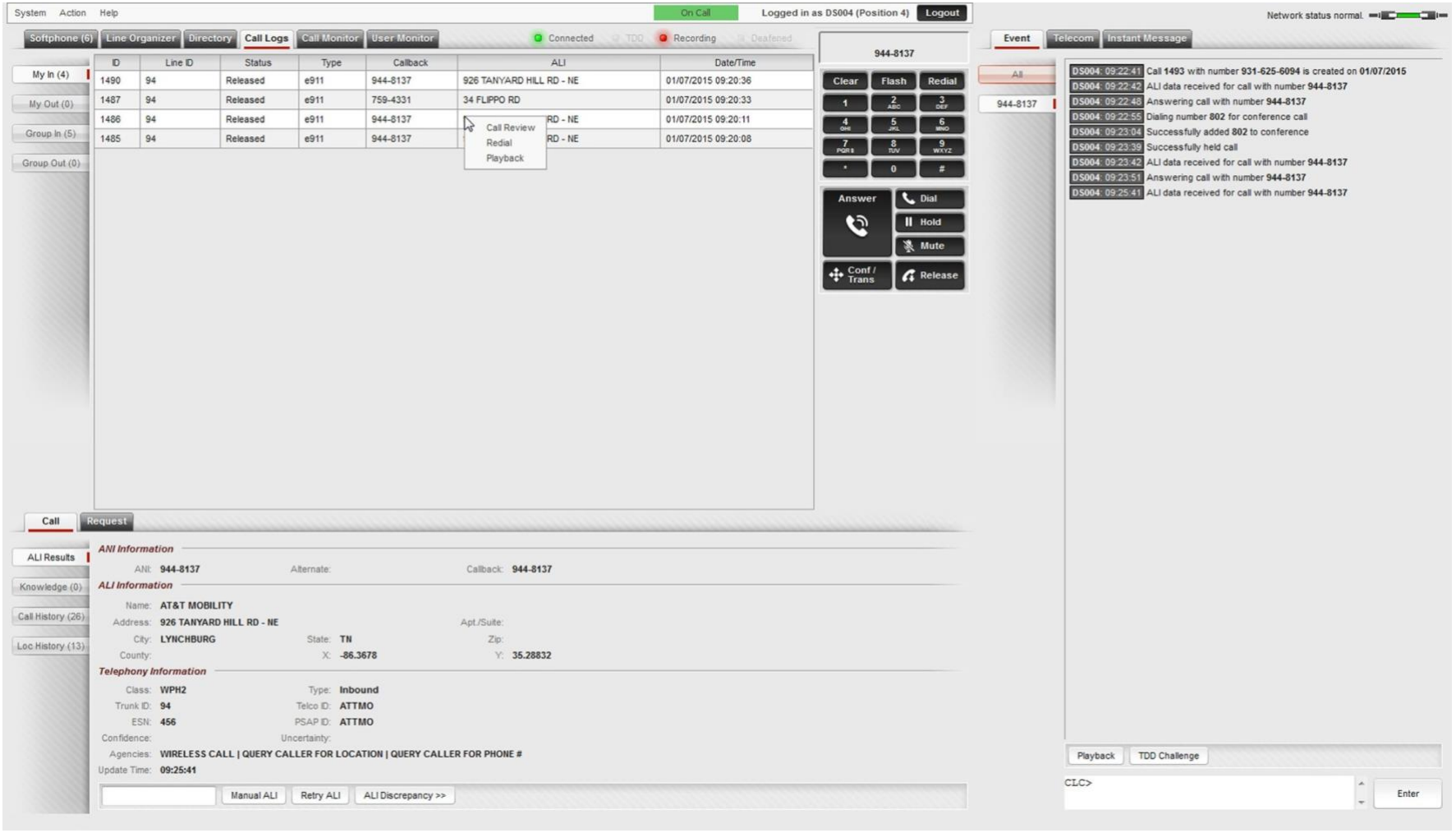

Figure 2-8: CallStation Call Logs – Call Review Options

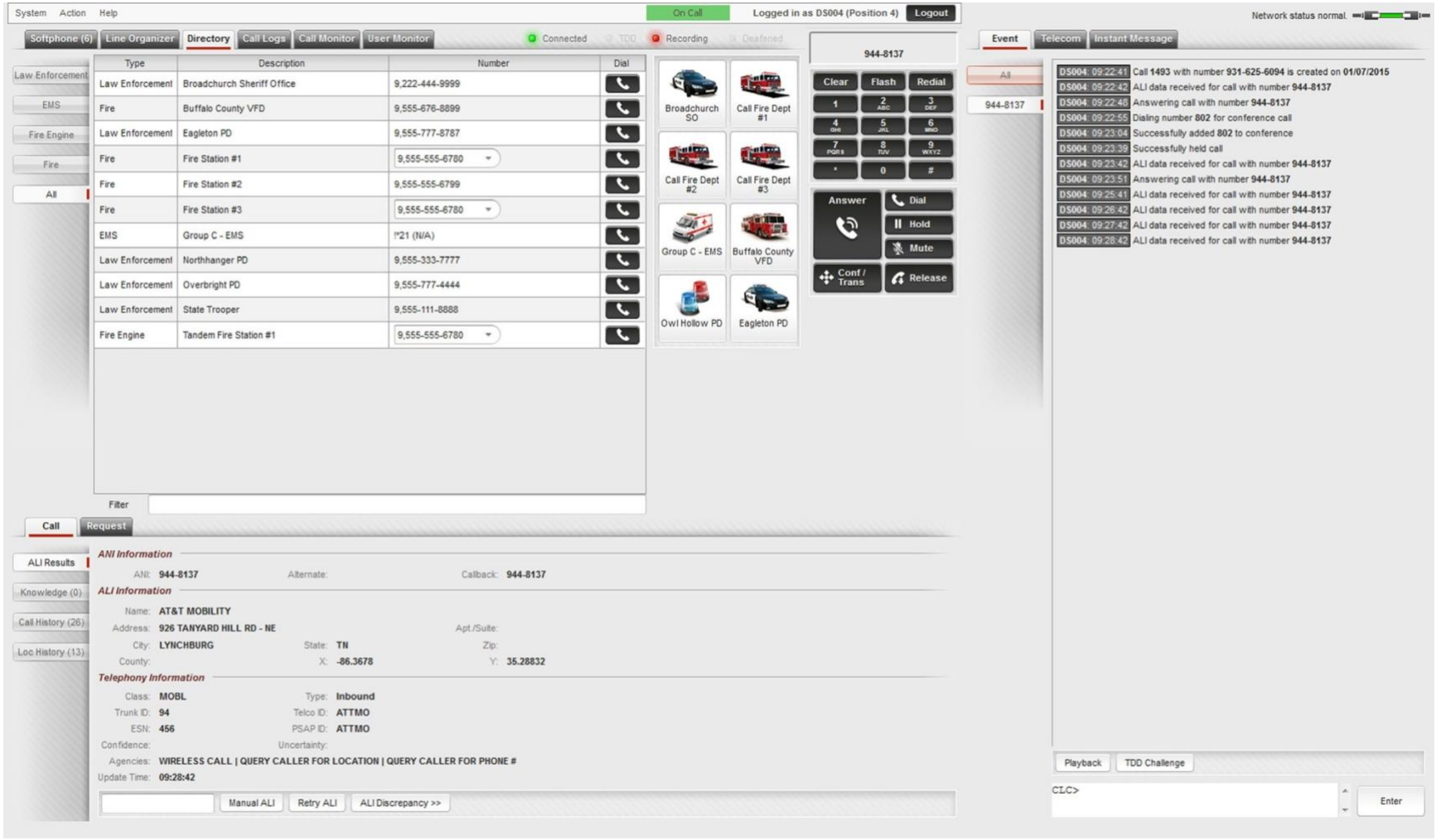

Figure 2-9: CallStation Directory

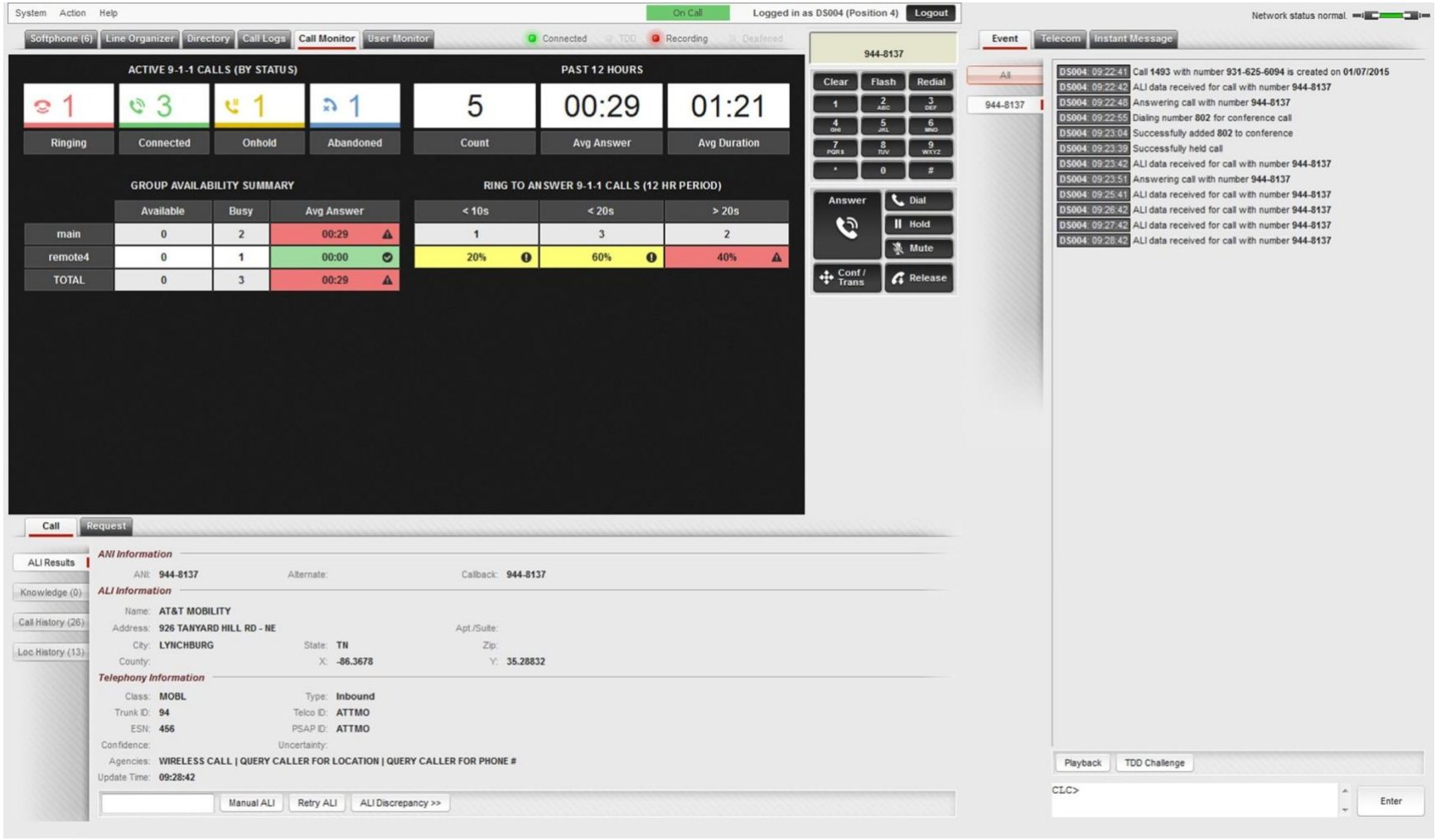

Figure 2-10: CallStation Call Monitor

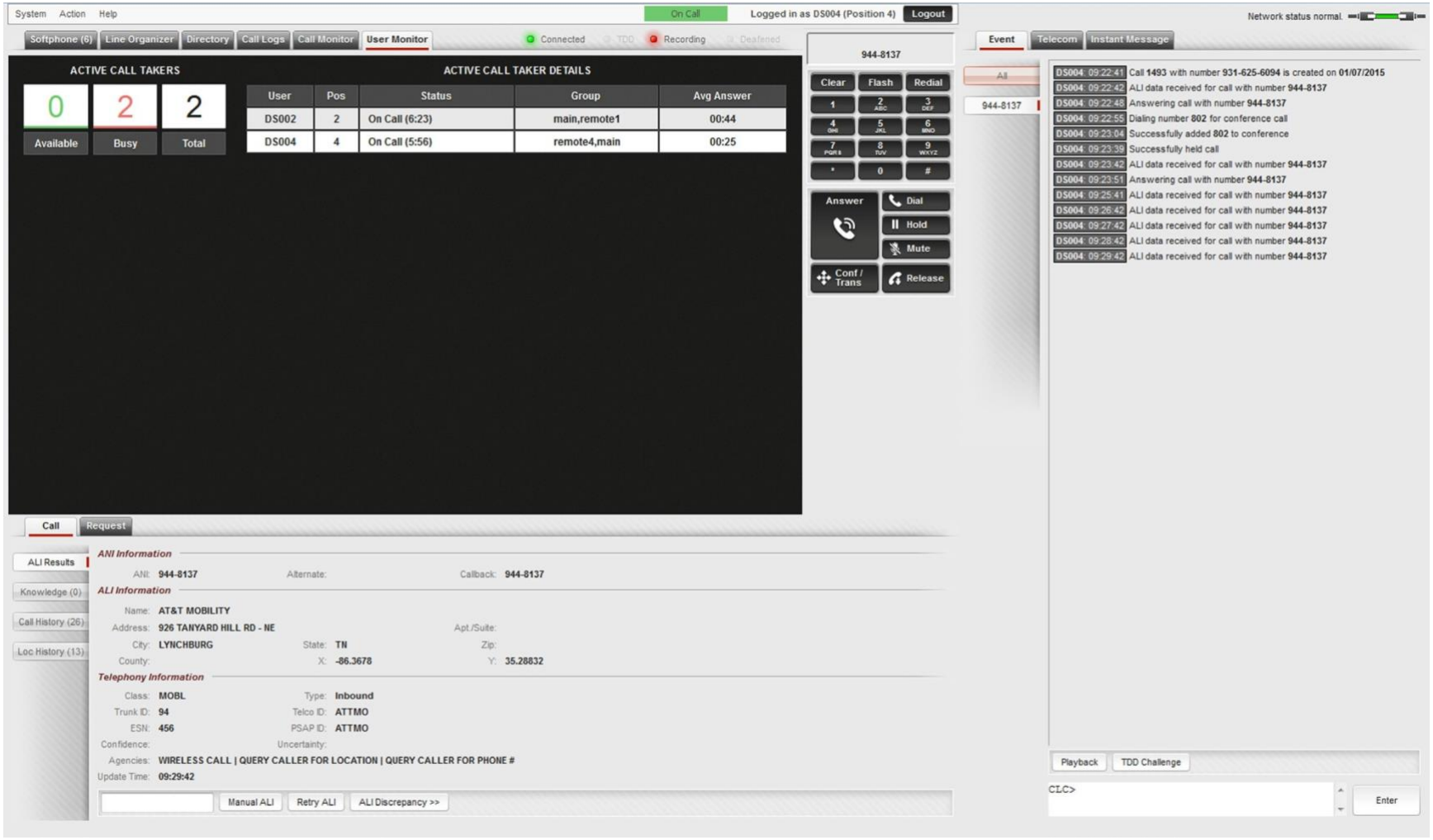

Figure 2-11: CallStation User Monitor

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2.4 SYSTEM COMPONENTS AND CAPABILITIES HIGHLIGHTS

The following sections provide an overview of various system components and call taking, CAD, mapping, administrative, and reporting features provided by CallWorks systems.

2.4.1 System Components

2.4.1.1 Call Screen Components

- **Softphone** - The Softphone displays detailed information on all active calls and provides full call management capability. The information provided on active calls includes the User ID of the managing call taker, call status (e.g. Ringing, On Hold, Transferred, Abandoned, etc.), duration, type (e.g. inbound, outbound, SMS), caller name, ANI provided callback number, and Pre ALI data. Adjacent to each call in the Softphone is a status light, which conveniently indicates call status according to color (e.g. red for Ringing, green for Connected, blue for Abandoned, black for Transferred etc.). Additionally, the Softphone features transfer/speed dial buttons (Softphone Buttons). Softphone Buttons are created and managed from AdminiStation by authorized users. The Softphone also features call indicators which specify whether a call is connected, being recorded, deafened, or a TDD call. Figure 2-6 displays the CallStation Softphone.
- **Line Organizer** - The Line Organizer displays detailed information on all phone lines and the call activity on each. Provided line information includes the line ID, User ID of the call taker managing the call on the line, line status (e.g. Idle, Active, etc.), duration of the call on the line, line type (e.g. e911, administrative, e7digit, etc.), caller name, ANI provided callback number, and Pre ALI information. The Line Organizer features a separate sub-tab for each line type (e.g. e911, e7digit, administrative, etc.), as well as the All Lines Sub-Tab. Full call management options are available from the Line Organizer. As in the Softphone Tab, the Line Organizer features status lights which indicate call state (e.g. red for Ringing, green for Connected, black for Transferred, etc.) of the call on each line.
- **Directory** - The Directory contains all contacts and serves an important role in transferring and conferencing calls. The configuration of the Directory is managed from AdminiStation. Directory entries are organized by type (e.g., Law Enforcement, Fire, EMS, etc.). Each entry type is contained in a separate sub-tab. The entire Directory is included in the All Sub-tab. The Directory automatically opens whenever a user selects the Conference/Transfer option, allowing the user to quickly select the entry to which to transfer or add to the call. The Directory also features Directory Buttons. Similar to the Softphone Buttons, Directory Buttons serve as single-click speed dial/transfer buttons. Figure 2-9 displays the CallStation Directory.
- **Call Logs** - The Call Logs display detailed information on the inbound and outbound call history of the last twelve or twenty four hours, depending on system configuration. Call may be filtered by workstation user or Dispatch Group of which the user is a member. Call history information includes call ID, line ID, call status, call type (e.g. e911, e7digit, administrative, etc.), ANI provided callback number, ALI information, and the date and time at which the call came in. Right-clicking on a call in the Call Logs provides options to Review, Redial, and Playback. Figure 2-8 displays the CallStation Call Logs.
- **Call Monitor** - The Call Monitor tab displays detailed information such as call counts by status, average call answer time and duration, user status, and more. Figure 2-10 displays the Call Monitor.
- **User Monitor** - The User Monitor tab includes details on active users including username, workstation position, status (e.g. Available, On Call, etc.), Dispatch Group of which user is a member, average answer time, and more. Figure 2-11 displays the User Monitor.

- **Dial Pad** - The Dial Pad serves as a virtual phone for managing calls. The number of the call being managed is automatically displayed in the Dial Pad screen. Several call management options are available from the Dial Pad, including Clear, Redial, Dial, Hold, Answer, Mute, Release, Conference/Transfer, etc.
- **Event Tab** - The Event Tab displays a log of activity for each call and incident, providing users with an up-to-the-second management history. The Event Tab also features the Command Line Console (CLC). From the CLC, users may enter system commands to manage calls, incidents, and units, open other applications such as AdminiStation and DecisionStation, etc. Examples of CLC commands include AC (Answer Call), SD (Show Directory), D (Dispatch Unit), CAN (Cancel Incident), and more.
- **Telecom Tab** - The Telecom Tab features the TDD and Playback Sub-tabs. From the TDD Sub-tab, users can communicate with TDD callers. Included in the TDD Sub-tab is the TDD Auto drop-down list, featuring a wide variety of predefined TDD messages (e.g. "9-1-1, What is your emergency?", "What address to send help?", etc.). Predefined Messages generally save critical time when managing a TDD emergency call. Predefined Messages are created and managed from AdminiStation.
- **SMS Tab –** The SMS Tab provides for the receipt and management of SMS calls. An incoming text message appears in the call table as ringing. "SMS" is displayed under the type column, indicating the caller is texting 9-1-1. To view the SMS and respond, the call taker must simply "answer" the call. Once the call has been answered, the SMS Tab opens displaying the text and providing full management capabilities such as Barge-In, Transfer, Release, etc. Additionally, an SMS drop-down list containing predefined messages may be used to quickly respond to the caller. A log of the conversation with details such as the phone number, answer time, release time, and more are stored in DecisionStation. Figure 2-11 displays the SMS Tab.
- **Instant Message Tab** - From the Instant Message Tab, connected users may communicate with other users and entire Dispatch Groups, allowing for quick and simple coordination and information sharing.
- **System Menu** - The System Menu provides access to AdminiStation and DecisionStation for authorized users, as well as Log Out.
- **Action Menu** - From the Actions Menu, users may open the Event Tab, ALI Dialog, Map, Save Default Map View, specify Location Format (format options include Decimal Degrees or Deg/Min/Sec), and temporarily hide abandoned or transferred calls in the call table.
- **Help Menu** - From the Help Menu, users may view product version number and open the online user manual.
- **Network Connection Status Notification** - Located in the upper right corner of the Call Screen is the Connection Status Notification Icon. This component reflects the current state of the network connection. The application automatically attempts to reestablish the network connection when delays are experienced.

Connection Status Notifications include:

- Network Status Normal.
- Network Connectivity Slow.
- Retrying Network Connection.
- Network Connection Failed. Contact Network Administrator.

The messages that accompany connection statuses are configurable, allowing for the display of site-specific instructions or procedures.

- **Call Window** - The Call Window displays detailed information on calls including ANI, ALI, and Telephony data. Telephony data includes Class, Trunk ID, ESN, Confidence and Uncertainty for wireless calls (if available from ALI), Type, Telco ID, and more. From the Call Window, ALI information may be manually entered if ALI is unavailable or incorrect. The Call Window also

displays Call History (past calls from the same phone number) and Location History (past incidents associated with the phone number). With CAD solutions, incidents may be initiated from the Call Window. In DispatchStation, the Call Window is displayed on the Map Screen.

2.4.2 Map Screen Components

- **Task Bar** - The Task Bar features a variety of helpful, easy-to-use mapping features. Features include Grab, Rubber Zoom, Measure, Default Map View, Zoom In, Zoom Out, Pin, ESN Toggle, and Map Search.
- **Zoom Slider** - The Zoom Slider is an additional tool for adjusting zoom level.
- **Map Legend (Layer Controller)** - The Map Legend (Layer Controller) allows users to select the layers that will be displayed on the map. Map Layer options are configurable. Examples of available options include Fire Stations, Fire Hydrants, Landmarks, Addresses, Major Roads, Streets, Buildings, Hydrology, ESN, etc.
- **Distance, Location, Scale** - The Distance Box is used in conjunction with the Task Bar Measure feature and displays the distance between selected points on the map. The Location Box displays, depending on the specified location format, either the latitude and longitude or Deg/Min/Sec of a selected location. The Scale Box displays the current map scale in miles or feet.
- **MapView Zoom** - The MapView Zoom feature allows users to quickly change the area of the map being viewed. A mini-map is displayed in the MapView Zoom Box, with a small red box indicating the portion of the Map currently displayed. Dragging the red box to the desired area on the mini-map will cause the full map image to correspondingly shift to the selected area.
- **Map Icons** - All deployments using mapping will display Call Icons at the location of from which the call is coming. The color of a Call Icon indicates call status (red for ringing, green for connected, blue for abandoned, etc.). Right-clicking on a Call Icon displays full call management options. In CAD deployments, Incident and Unit Icons are also displayed on the map. An Incident Icon will be automatically displayed at the incident location once an incident is created. The color of an Incident Icon indicates incident status (e.g. green for Pending, black for Transferred, blue for Abandoned, yellow for Held, etc.). Right-clicking on an Incident Icon displays full incident management options. Once a unit's status is set to On Scene, a Unit Icon will appear at the location of the incident. Right-clicking on a Unit Icon displays full unit management options.
- **Uncertainty Circles** - An uncertainty circle will surround an incoming wireless call whose ALI results report confidence and uncertainty, marking the area from which the call is being made. Above the uncertainty circle will be a percentage, reflecting the degree of confidence that the call is coming from within the area covered by the uncertainty circle.

2.4.3 Call Management Highlights

2.4.3.1 Call Management Options Available from the UI

The CallWorks system features a robust set of options for managing calls and SMS. Calls may be managed from various components in the user interface including the Softphone, Dial Pad, Line Organizer, Map, and the Event Tab. SMS are managed from the SMS Tab.

Call Management Options:

- Answer.
- Redial.
- Silent Monitor.
- Barge-In.

- Override.
- Mute/Unmute.
- Deafen/Undeafen.
- Hold/Unhold.
- Conference/Transfer.
- Conference Release.
- TDD Challenge.
- Retry ALI.
- Create Incident (CAD).
- Center on Map.
- View Details.
- Playback.
- Review.

Users with appropriate access privileges may monitor all active calls from the Active Call monitor of DecisionStation. Information provided in the Active Call Monitor includes call ID, trunk ID, managing Dispatch Group, user ID, workstation position, ring start time, answer time, delay (time elapsed between ring start and answer time), ANI, location, class, and call duration.

Detailed information on all calls is also available from the Active and Closed Calls Tabs of the DecisionStation Dashboard. The following DecisionStation reports provide further information on calls: CallWorks 9-1-1 & Phone System Summary, 9-1-1 basics, Calls by Line Type, Calls by Selected Answer Time, Calls by Call Type, Calls per Trunk and Line Type, Calls by Position, 9-1-1 Call Answer Time, Calls by Class of Service, Calls by Employee, Call Summary, Calls by Hour and Day, Call Statistics per Hour, and NFPA Call Take and Dispatch.

2.4.3.2 Call Management Options Available from the Polycom

Many of the call management options available from the UI are also available from the Polycom. From the Polycom, calls may be answered, released, returned, placed on hold, transferred, and more. The Polycom features an extensive directory that includes administrative contacts as well as all contacts with an associated tandem transfer code. Directory entries with associated tandem transfer codes are, by default, loaded as speed dial buttons.

2.4.4 Administrative Call Management Features

The robust set of options provided by the CallWorks system for managing 9-1-1 calls is also available for administrative call management. Administrative lines are designated and configured during the pre-installation system build. Administrative lines may be tied to Direct Inward Dialing (DID) and/or be added to an Automated Attendant, allowing calls to be automatically and directly routed to the correct destination. Administrative calls may be fully managed from the Polycom or the UI. Administrative calls are easily distinguished in the CallWorks system with the label of “admin” under the type column of the Call Screen Softphone and Line Organizer. Additionally, the Line Organizer features an Admin Tab, which displays detailed information on all designated administrative lines and the call activity on each. All administrative phones provide access to voicemail and caller ID. A Polycom phone may be configured to serve both dispatching and administrative call management from a workstation or to serve administrative use exclusively at a front desk position.

Detailed data on administrative calls are provided in the following DecisionStation Call Reports: Calls by Line Type, Calls by Selected Answer Time, Calls by Call Type, Calls per Trunk and Line

Type, Calls by Positions, Calls by Class of Service, Calls by Employee, Call Summary, and Calls by Hour and Day.

2.4.5 Optional SipStation

SipStation is CallWorks' remote VoIP phone only capability. SipStation is an ideal option for PSAP's that require additional in-house call taking positions or smaller, detached positions/sites.

SipStation supplies ALI and management options (i.e. Transfer, Hold/Unhold, Conference, etc.) for E911 and admin calls.

2.4.6 Automatic Call Distributor (ACD)

The CallWorks system provides the option of Automatic Call Distribution (ACD) including queue statistics reporting as an integral part of the solution. CallWorks has built a modular ACD system with pluggable support for various queue disciplines. Examples of currently supported queue disciplines include Round Robin, Longest Idle, and Ring All. Queues allow the customer to define whatever combination of skills and capabilities for any particular group of users is necessary. The CallWorks solution supports an unlimited number of queues per user group.

The CallWorks system displays a sorted (by priority, state and duration) list of Calls per 'Dispatch Group'. Even if all call takers are busy on calls, they will receive visual indication of additional, potentially higher-priority, and waiting calls. Users can optionally be provided with audible and visual notification of additional calls waiting through the SIP end-point. Each ACD call taker's status is visually displayed in the application and recorded in the DecisionStation reporting solution. ACD Call taker statuses include Ready, Not Ready, On ACD Call, Call, Wrap Up, Holding Call, Unavailable, and Off Hook. Additionally, the system supports advanced features such as Forced Answer, Zip Tones, automatic and Wrap-Up.

2.5 ADMINISTATION

AdminiStation is CallWorks' browser-based administrative system configuration management application. From AdminiStation, system administrators, maintenance staff, supervisors, and other authorized personnel may quickly and easily manage much of the data used in the system such as directory entries, agencies, units, stations, predefined TDD and SMS messages, and much more. Figure 2-12 - Figure 2-15 displays various parts of the AdminiStation user interface.

2.5.1 AdminiStation Highlights:

- Directory configuration management. Create new and modify existing Call Destinations, Tandem Transfer Codes, Phone Numbers, Directory Entries, and more.
- Create and manage transfer/speed dial buttons.
- Set up a distinct ordering of transfer/speed dial buttons and directory entries for each Dispatch Group or collection of Dispatch Groups.
- Create and manage Units, Stations, Unit Type Groups, and Unit Statuses.
- Create and manage Incident Types, Subtypes, Statuses, Priorities, and more.
- Add and manage PSAP and agency users. Assign users to specific dispatch groups, specify account access privileges, and more.
- Create and manage agencies.
- Create a database of Common Places (e.g. schools, hospitals, shopping centers etc.).

- Create automatic email and/or email to text notifications to alert selected recipients of incident creation, unit dispatch, station dispatch, and service request status updates*.
- Create predefined messages for use in TDD and SMS calls that can save valuable time.
- Compile a Prior Knowledge database, uploading useful files such as building floor plans or premise information for key locations.
- Create and manage Service Request Categories (e.g. towing and wrecker services, locksmith, medical transporting, etc.) and Providers.
- Mine and export detailed Call and Incident data.
- Schedule auto-generation and delivery of DecisionStation reports on a daily, weekly, or monthly basis.

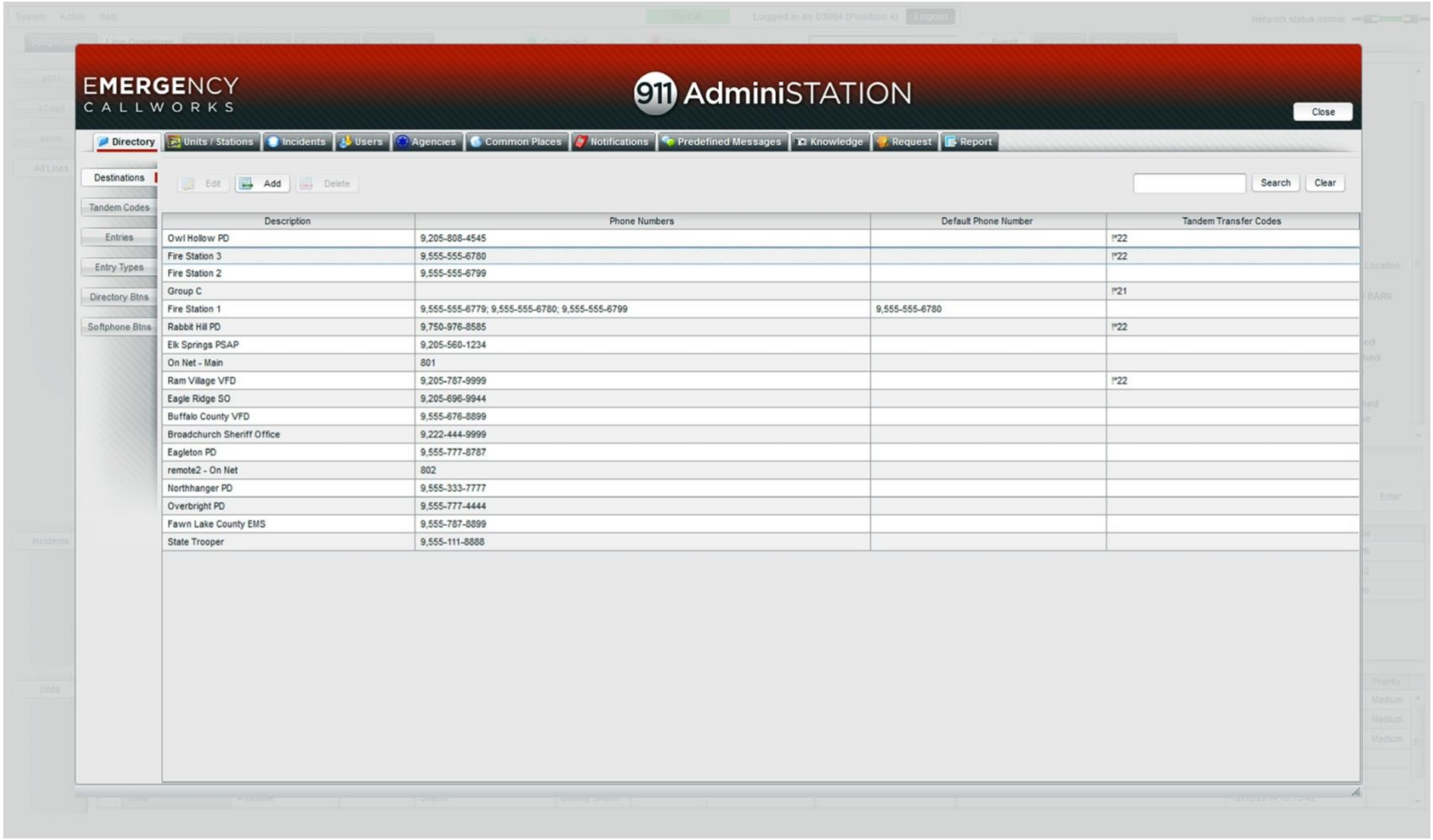


Figure 2-12: AdminiStation Directory Tab

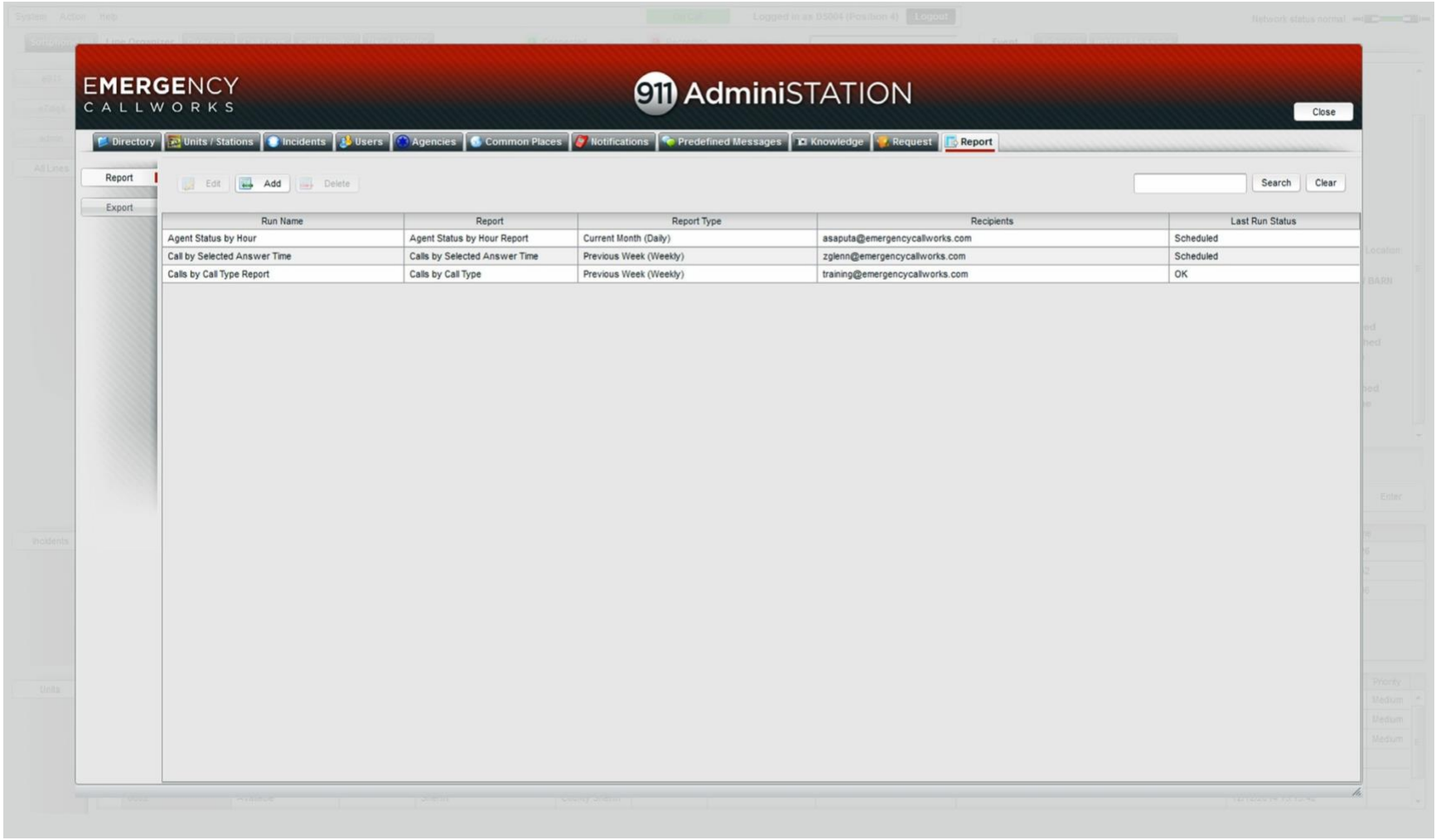


Figure 2-13: Report Tab

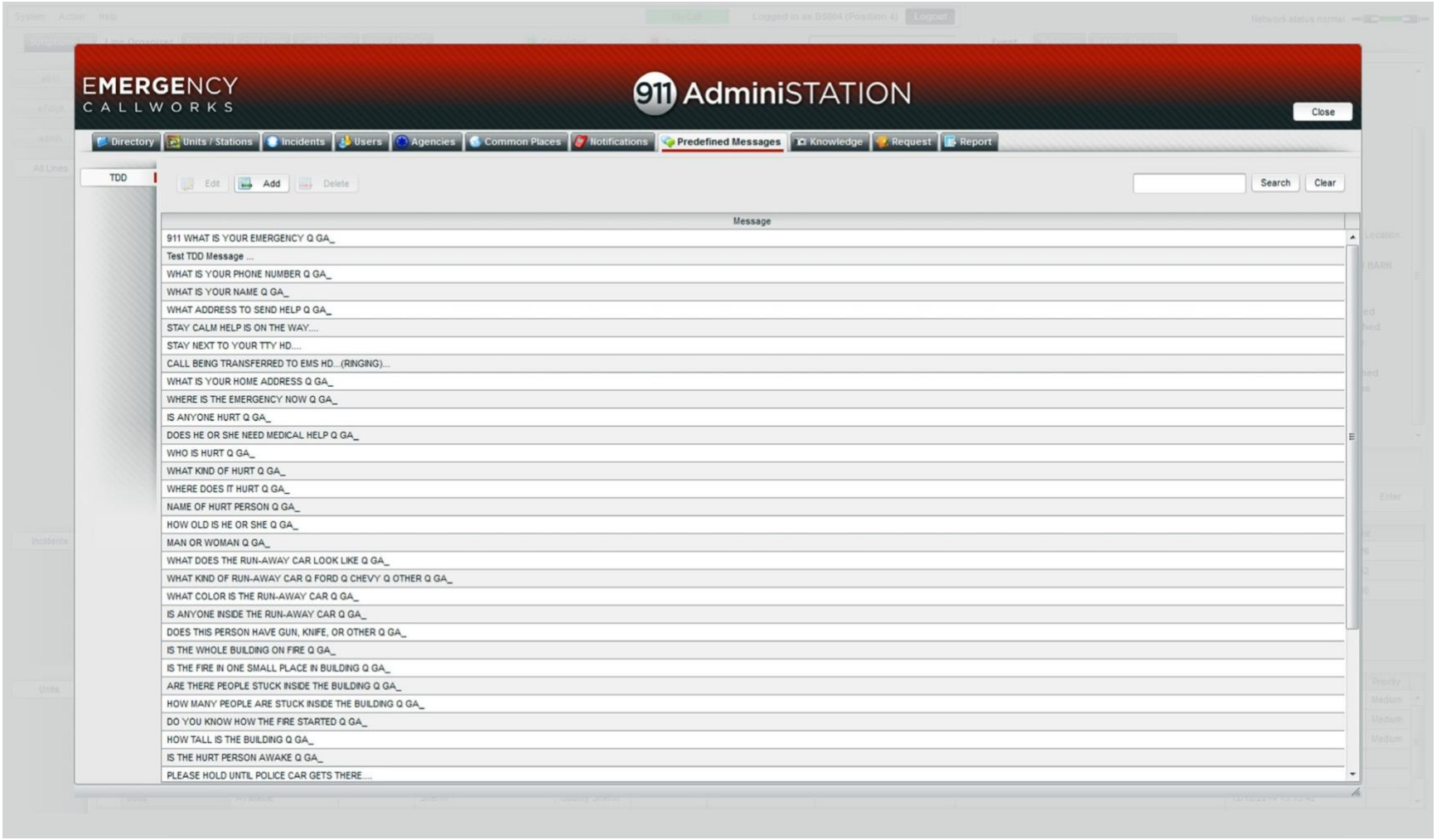
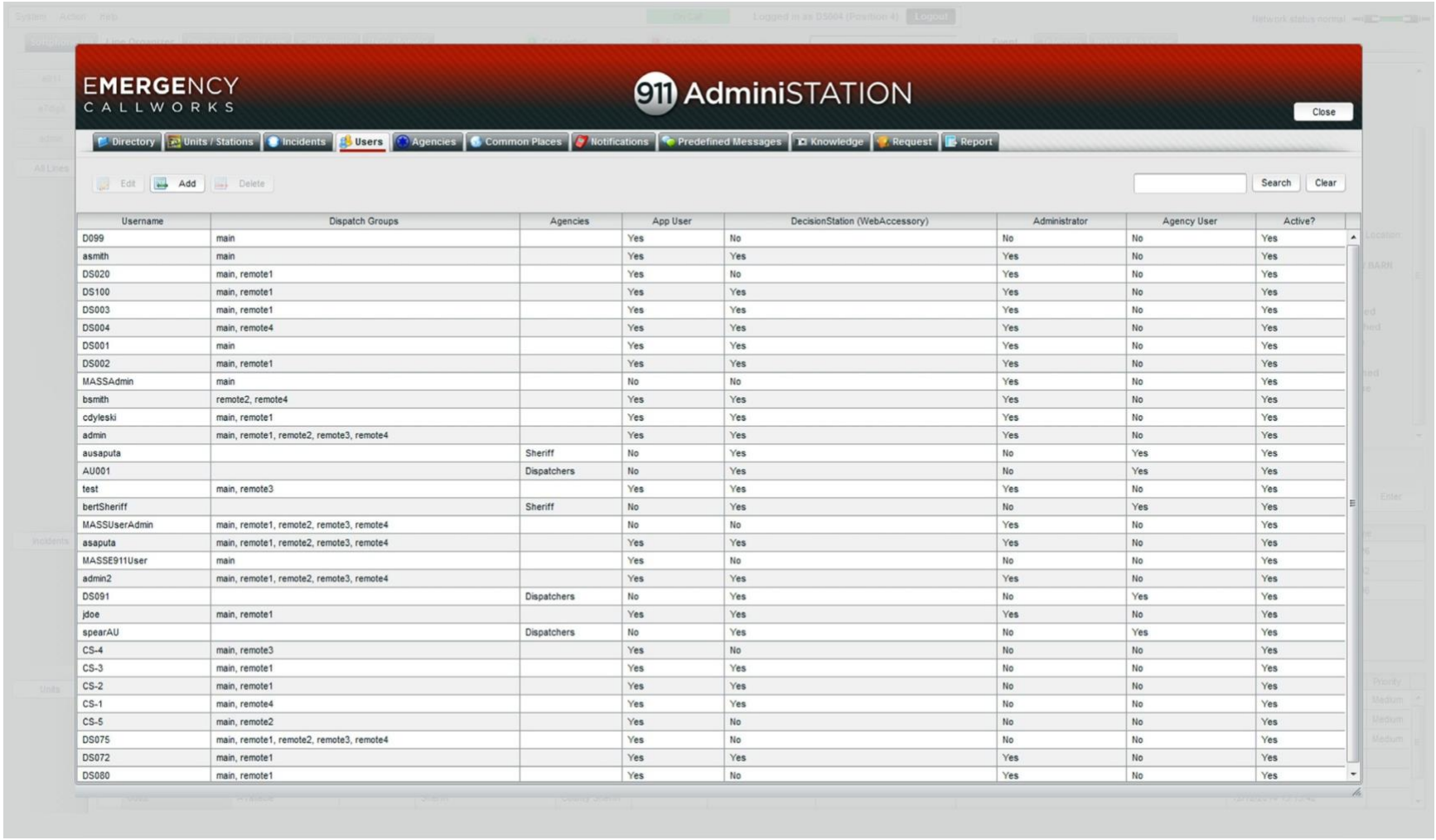


Figure 2-14: AdminiStation Predefined Messages



Username	Dispatch Groups	Agencies	App User	DecisionStation (WebAccessory)	Administrator	Agency User	Active?
D099	main		Yes	No	No	No	Yes
asmith	main		Yes	Yes	Yes	No	Yes
DS020	main, remote1		Yes	No	Yes	No	Yes
DS100	main, remote1		Yes	Yes	Yes	No	Yes
DS003	main, remote1		Yes	Yes	Yes	No	Yes
DS004	main, remote4		Yes	Yes	Yes	No	Yes
DS001	main		Yes	Yes	Yes	No	Yes
DS002	main, remote1		Yes	Yes	Yes	No	Yes
MASSAdmin	main		No	No	Yes	No	Yes
bsmith	remote2, remote4		Yes	Yes	Yes	No	Yes
cdyleski	main, remote1		Yes	Yes	Yes	No	Yes
admin	main, remote1, remote2, remote3, remote4		Yes	Yes	Yes	No	Yes
ausaputa		Sheriff	No	Yes	No	Yes	Yes
AU001		Dispatchers	No	Yes	No	Yes	Yes
test	main, remote3		Yes	Yes	Yes	No	Yes
bertSheriff		Sheriff	No	Yes	No	Yes	Yes
MASSUserAdmin	main, remote1, remote2, remote3, remote4		No	No	Yes	No	Yes
asaputa	main, remote1, remote2, remote3, remote4		Yes	Yes	Yes	No	Yes
MASSE911User	main		Yes	No	No	No	Yes
admin2	main, remote1, remote2, remote3, remote4		Yes	Yes	Yes	No	Yes
DS091		Dispatchers	No	Yes	No	Yes	Yes
jdoe	main, remote1		Yes	Yes	Yes	No	Yes
spearAU		Dispatchers	No	Yes	No	Yes	Yes
CS-4	main, remote3		Yes	No	No	No	Yes
CS-3	main, remote1		Yes	Yes	No	No	Yes
CS-2	main, remote1		Yes	Yes	No	No	Yes
CS-1	main, remote4		Yes	Yes	No	No	Yes
CS-5	main, remote2		Yes	No	No	No	Yes
DS075	main, remote1, remote2, remote3, remote4		Yes	No	No	No	Yes
DS072	main, remote1		Yes	Yes	Yes	No	Yes
DS080	main, remote1		Yes	No	Yes	No	Yes

Figure 2-15: AdminiStation Users Tab

2.5.2 AdminiStation Notifications

AdminiStation provides the capability for users with administrative access privileges to set up automatic email and email to text notifications for various system events. Notifications are an excellent tool for helping PSAP and agency administrators monitor key PSAP and agency activity. Refer to Table 2-1 below for a description of the notification types available from AdminiStation.

Table 2-1: AdminiStation Notification Types

Notification	Description
Incident Creation	Recipients will be notified whenever an incident is created in the system. AdminiStation provides the option to specify incident type and ESN. For example, a user may specify that recipients only be notified of Traffic Stops or only of incidents created at a particular location.
Unit Dispatch	Recipients will be notified whenever a unit is dispatched in the system. AdminiStation provides the option to specify incident type, ESN, unit ID, and agency. For example, a user may specify that recipients only be notified when units belonging to a particular fire department are dispatched, when units are dispatched to an Auto Accident, etc.
Station Dispatch	Recipients will be notified whenever a station is dispatched in the system. AdminiStation provides the option to specify incident type, ESN, and station ID.
Request	Recipients will be notified whenever a request status is updated. AdminiStation provides the option to specify Request Provider and Request Status. For example, a user may specify that recipients only be notified with a service provider accepts a service request.

2.6 DECISIONSTATION

DecisionStation is CallWorks' management information system (MIS), providing access to detailed, exportable call, incident, unit, and user records and reports. In addition to reports, DecisionStation features active call monitoring and call playback. Figure 2-16 - Figure 2-24 displays various components of the DecisionStation User Interface.

DecisionStation Feature Highlights:

- **Active Call Monitor** displaying detailed information on current calls including Call Status, Call ID, Trunk ID, managing Dispatch Group and User, Workstation Position, Ring Start Time, Answer Time, ANI data, Location data, Call Class, and more.
- Thorough, exportable reports:
  - **9-1-1/Phone System Reports** including 9-1-1 Basics, Calls by Line Type, Calls by Selected Answer Time, Calls by Call Type, Calls per Trunk & Line Type, Calls by Position, 9-1-1 Call Answer Time, Calls by Class of Service, Calls by Employee, Call Summary, Calls by Hour & Day, Call Statistics per Hour, Transferred Calls Statistics, and Agent Status by Hour (ACD)
  - **CAD System Reports** including Incidents by Type, Incidents by Agency, Agency Incident Type - Monthly, Agency Incident Type - Weekly, Units by Dispatcher, Incident Handling Time, Incidents by Hour & Day, Response Time by Hour & Day,
  - Unit Activity - Summary, and Unit Activity - Detailed
  - **Combined Call and CAD Reports** including Agency Incident Details, Incident by Source, and NFPA Call Take and Dispatch
  - Other Reports including ALI Errors and User Log In and Out Times

- **Dashboard** providing access to detail records on Active and Closed Calls, Active and Closed Incidents, Lines, Units, Requests and more.

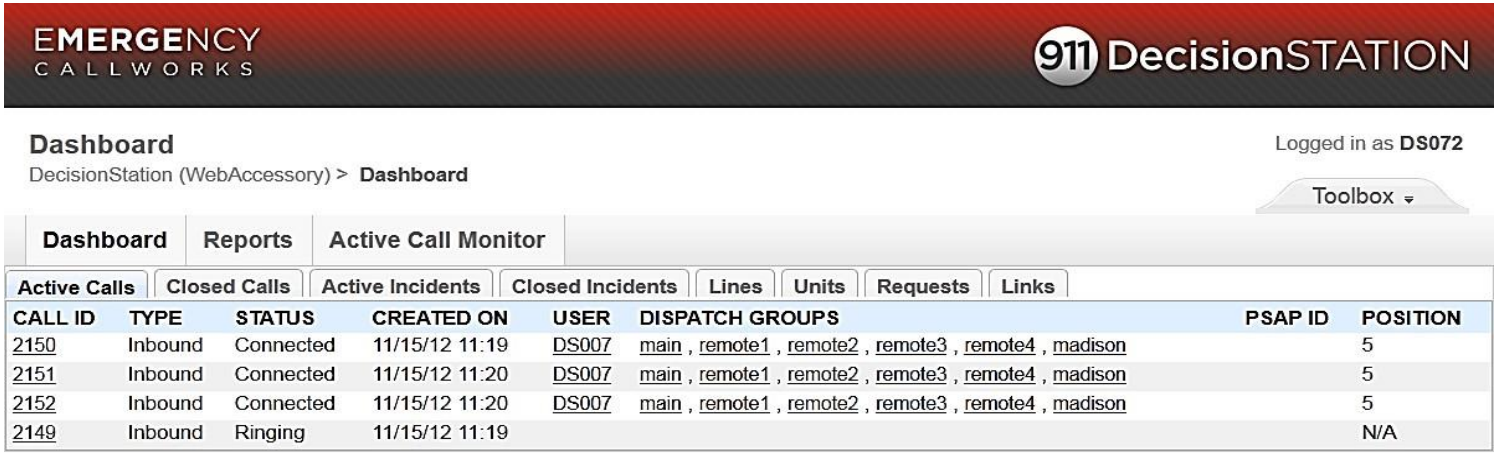


Figure 2-16: DecisionStation Dashboard - Active Calls

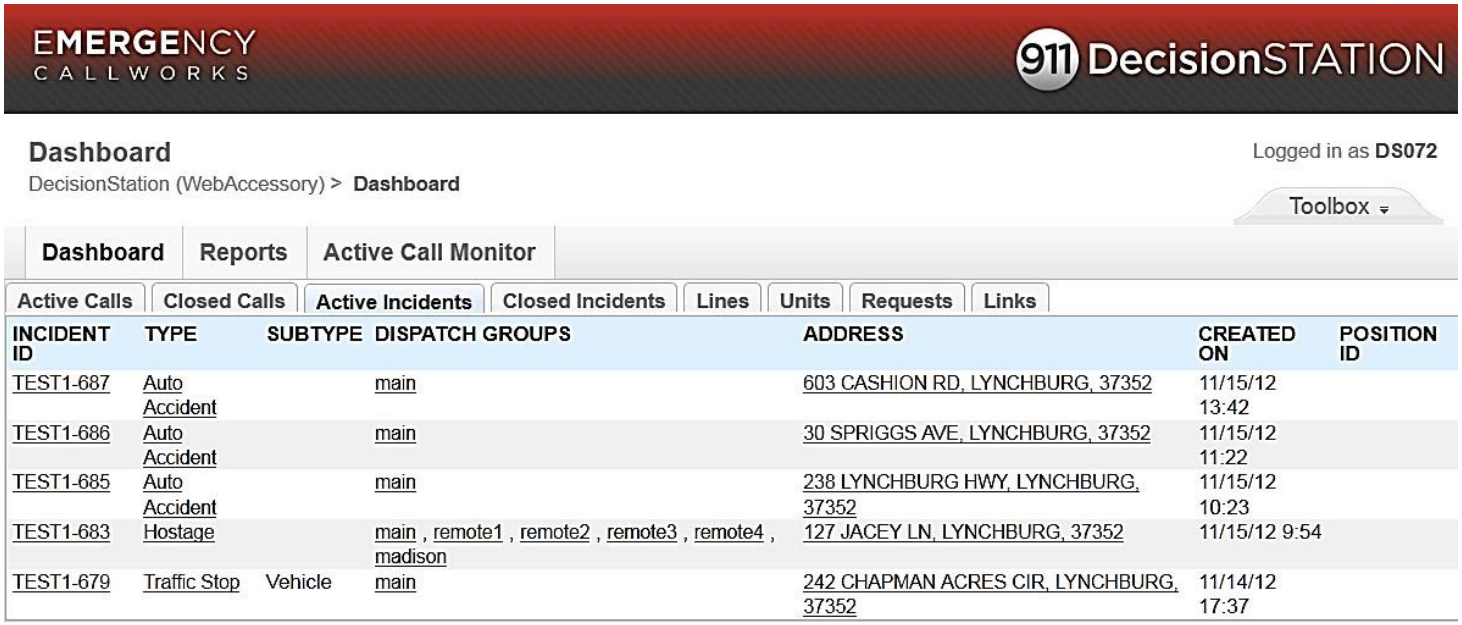


Figure 2-17: DecisionStation Dashboard - Active Incidents

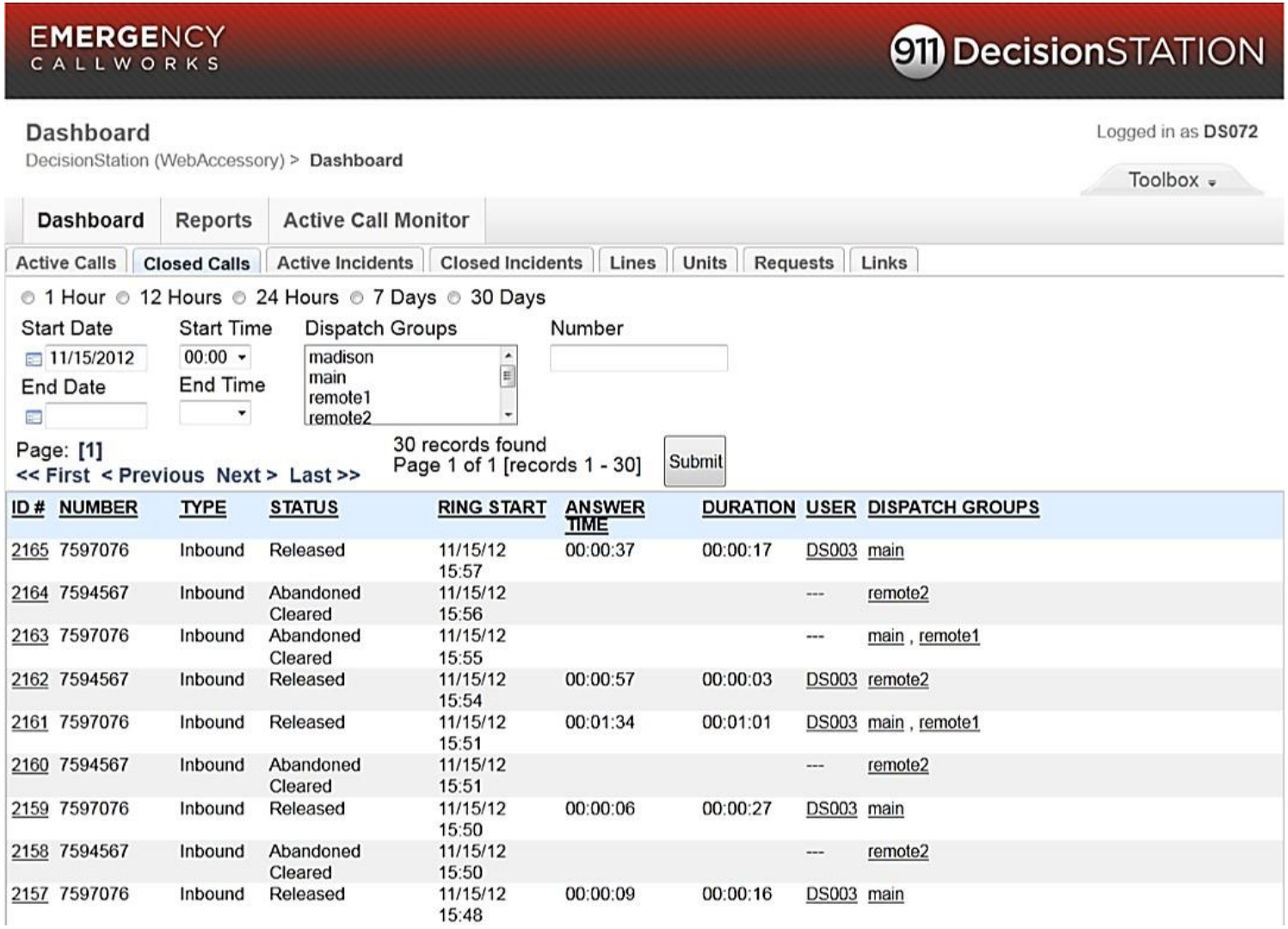
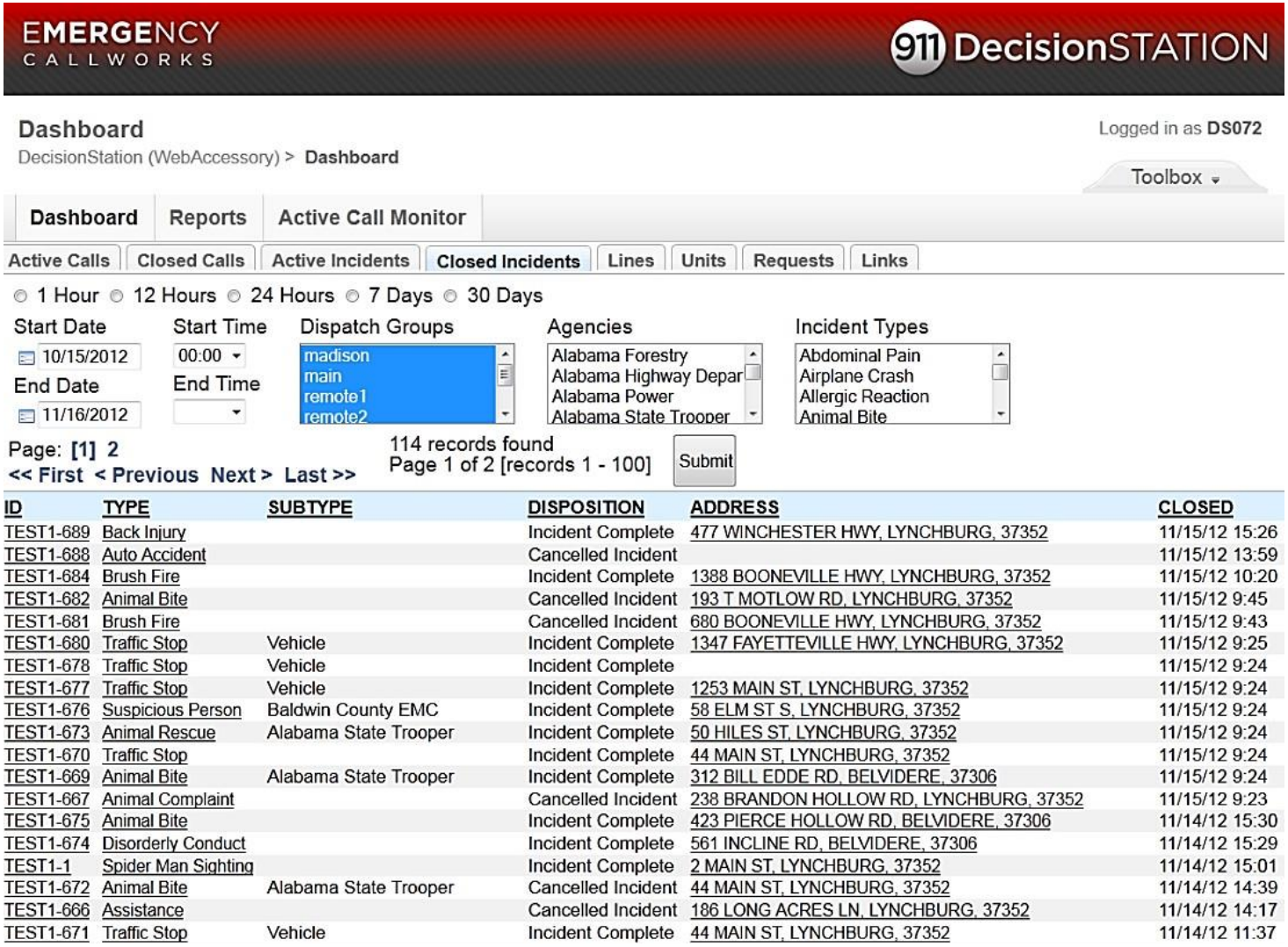
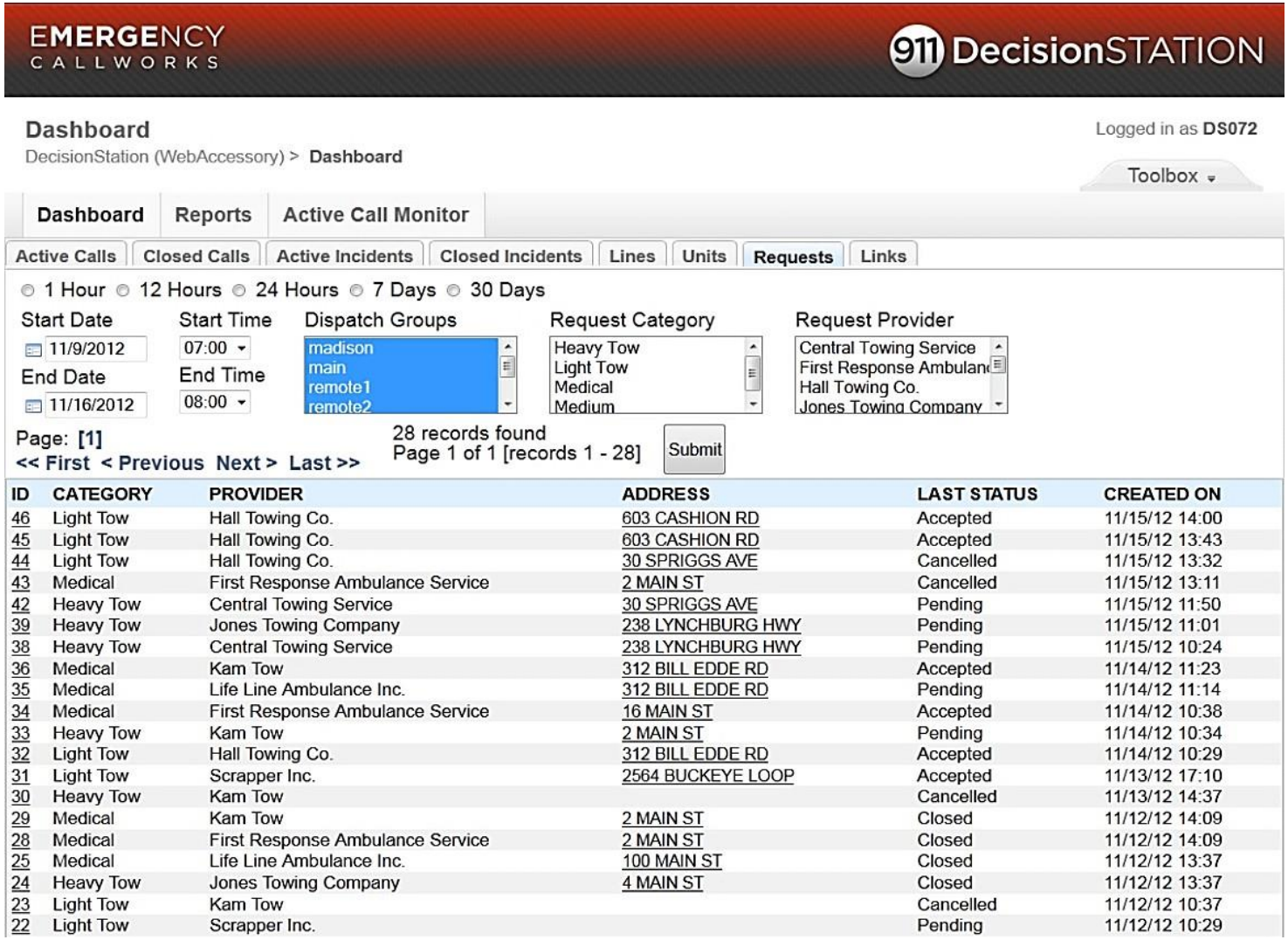


Figure 2-18: DecisionStation Dashboard - Closed Calls



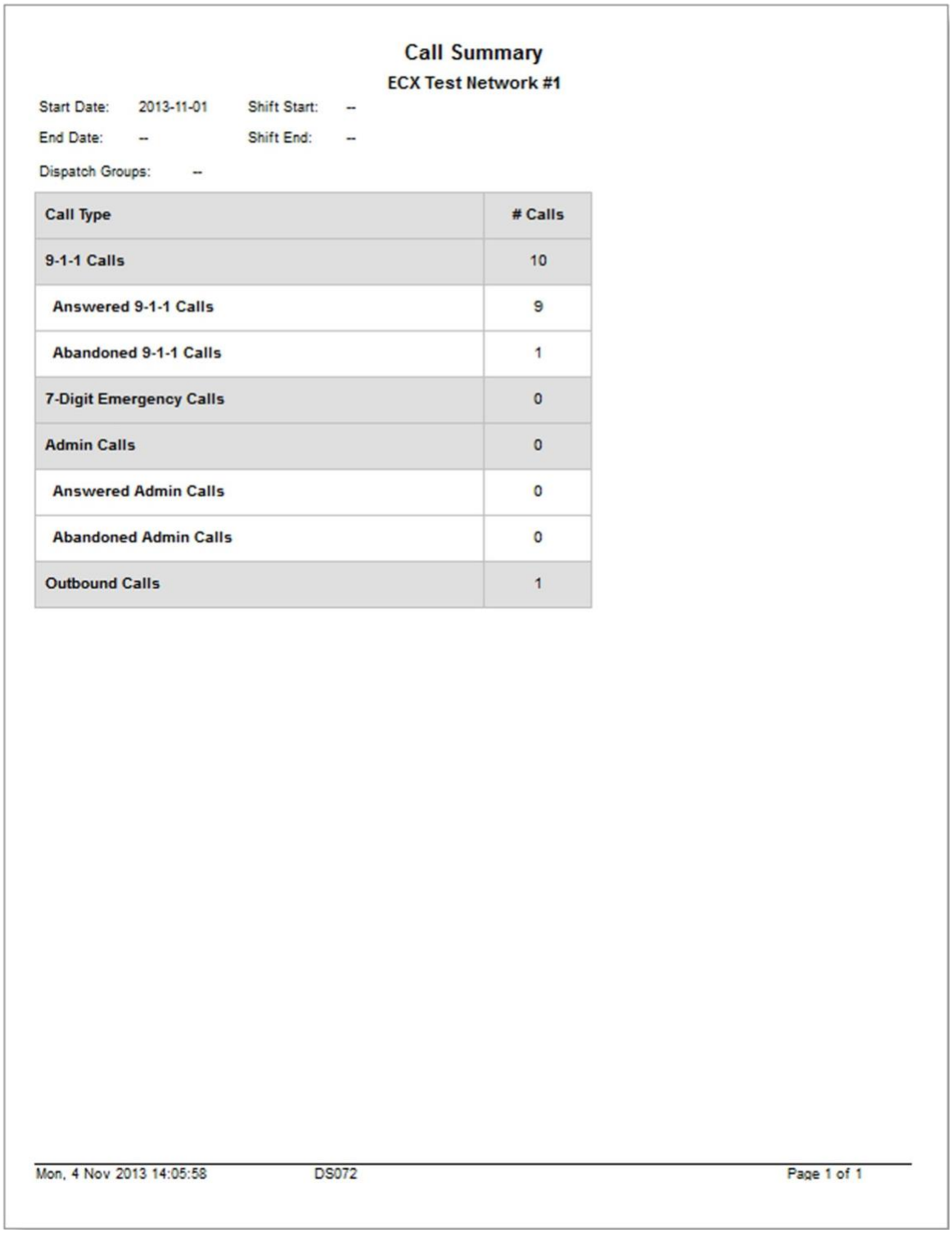
ID	TYPE	SUBTYPE	DISPOSITION	ADDRESS	CLOSED
TEST1-689	Back Injury		Incident Complete	477 WINCHESTER HWY, LYNCHBURG, 37352	11/15/12 15:26
TEST1-688	Auto Accident		Cancelled Incident		11/15/12 13:59
TEST1-684	Brush Fire		Incident Complete	1388 BOONEVILLE HWY, LYNCHBURG, 37352	11/15/12 10:20
TEST1-682	Animal Bite		Cancelled Incident	193 T MOTLOW RD, LYNCHBURG, 37352	11/15/12 9:45
TEST1-681	Brush Fire		Cancelled Incident	680 BOONEVILLE HWY, LYNCHBURG, 37352	11/15/12 9:43
TEST1-680	Traffic Stop	Vehicle	Incident Complete	1347 FAYETTEVILLE HWY, LYNCHBURG, 37352	11/15/12 9:25
TEST1-678	Traffic Stop	Vehicle	Incident Complete		11/15/12 9:24
TEST1-677	Traffic Stop	Vehicle	Incident Complete	1253 MAIN ST, LYNCHBURG, 37352	11/15/12 9:24
TEST1-676	Suspicious Person	Baldwin County EMC	Incident Complete	58 ELM ST S, LYNCHBURG, 37352	11/15/12 9:24
TEST1-673	Animal Rescue	Alabama State Trooper	Incident Complete	50 HILES ST, LYNCHBURG, 37352	11/15/12 9:24
TEST1-670	Traffic Stop		Incident Complete	44 MAIN ST, LYNCHBURG, 37352	11/15/12 9:24
TEST1-669	Animal Bite	Alabama State Trooper	Incident Complete	312 BILL EDDE RD, BELVIDERE, 37306	11/15/12 9:24
TEST1-667	Animal Complaint		Cancelled Incident	238 BRANDON HOLLOW RD, LYNCHBURG, 37352	11/15/12 9:23
TEST1-675	Animal Bite		Incident Complete	423 PIERCE HOLLOW RD, BELVIDERE, 37306	11/14/12 15:30
TEST1-674	Disorderly Conduct		Incident Complete	561 INCLINE RD, BELVIDERE, 37306	11/14/12 15:29
TEST1-1	Spider Man Sighting		Incident Complete	2 MAIN ST, LYNCHBURG, 37352	11/14/12 15:01
TEST1-672	Animal Bite	Alabama State Trooper	Cancelled Incident	44 MAIN ST, LYNCHBURG, 37352	11/14/12 14:39
TEST1-666	Assistance		Cancelled Incident	186 LONG ACRES LN, LYNCHBURG, 37352	11/14/12 14:17
TEST1-671	Traffic Stop	Vehicle	Incident Complete	44 MAIN ST, LYNCHBURG, 37352	11/14/12 11:37

Figure 2-19: DecisionStation Dashboard - Closed Incidents



ID	CATEGORY	PROVIDER	ADDRESS	LAST STATUS	CREATED ON
46	Light Tow	Hall Towing Co.	603 CASHION RD	Accepted	11/15/12 14:00
45	Light Tow	Hall Towing Co.	603 CASHION RD	Accepted	11/15/12 13:43
44	Light Tow	Hall Towing Co.	30 SPRIGGS AVE	Cancelled	11/15/12 13:32
43	Medical	First Response Ambulance Service	2 MAIN ST	Cancelled	11/15/12 13:11
42	Heavy Tow	Central Towing Service	30 SPRIGGS AVE	Pending	11/15/12 11:50
39	Heavy Tow	Jones Towing Company	238 LYNCHBURG HWY	Pending	11/15/12 11:01
38	Heavy Tow	Central Towing Service	238 LYNCHBURG HWY	Pending	11/15/12 10:24
36	Medical	Kam Tow	312 BILL EDDE RD	Accepted	11/14/12 11:23
35	Medical	Life Line Ambulance Inc.	312 BILL EDDE RD	Pending	11/14/12 11:14
34	Medical	First Response Ambulance Service	16 MAIN ST	Accepted	11/14/12 10:38
33	Heavy Tow	Kam Tow	2 MAIN ST	Pending	11/14/12 10:34
32	Light Tow	Hall Towing Co.	312 BILL EDDE RD	Accepted	11/14/12 10:29
31	Light Tow	Scrapper Inc.	2564 BUCKEYE LOOP	Accepted	11/13/12 17:10
30	Heavy Tow	Kam Tow		Cancelled	11/13/12 14:37
29	Medical	Kam Tow	2 MAIN ST	Closed	11/12/12 14:09
28	Medical	First Response Ambulance Service	2 MAIN ST	Closed	11/12/12 14:09
25	Medical	Life Line Ambulance Inc.	100 MAIN ST	Closed	11/12/12 13:37
24	Heavy Tow	Jones Towing Company	4 MAIN ST	Closed	11/12/12 13:37
23	Light Tow	Kam Tow		Cancelled	11/12/12 10:37
22	Light Tow	Scrapper Inc.		Pending	11/12/12 10:29

Figure 2-20: DecisionStation Dashboard - Requests



Call Summary

ECX Test Network #1

Start Date: 2013-11-01 Shift Start: --

End Date: -- Shift End: --

Dispatch Groups: --

Call Type	# Calls
9-1-1 Calls	10
Answered 9-1-1 Calls	9
Abandoned 9-1-1 Calls	1
7-Digit Emergency Calls	0
Admin Calls	0
Answered Admin Calls	0
Abandoned Admin Calls	0
Outbound Calls	1

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Figure 2-21: Call Summary Report

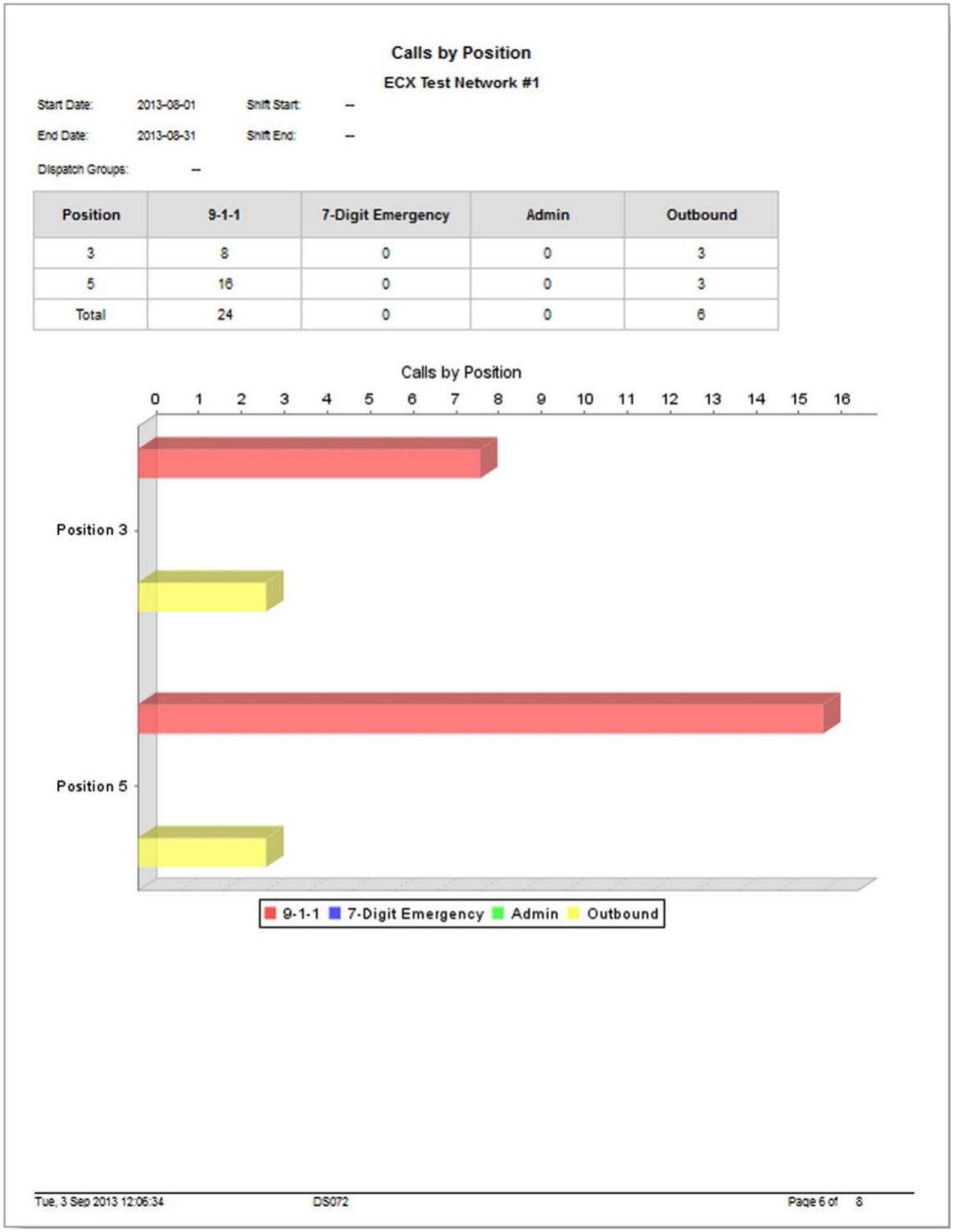
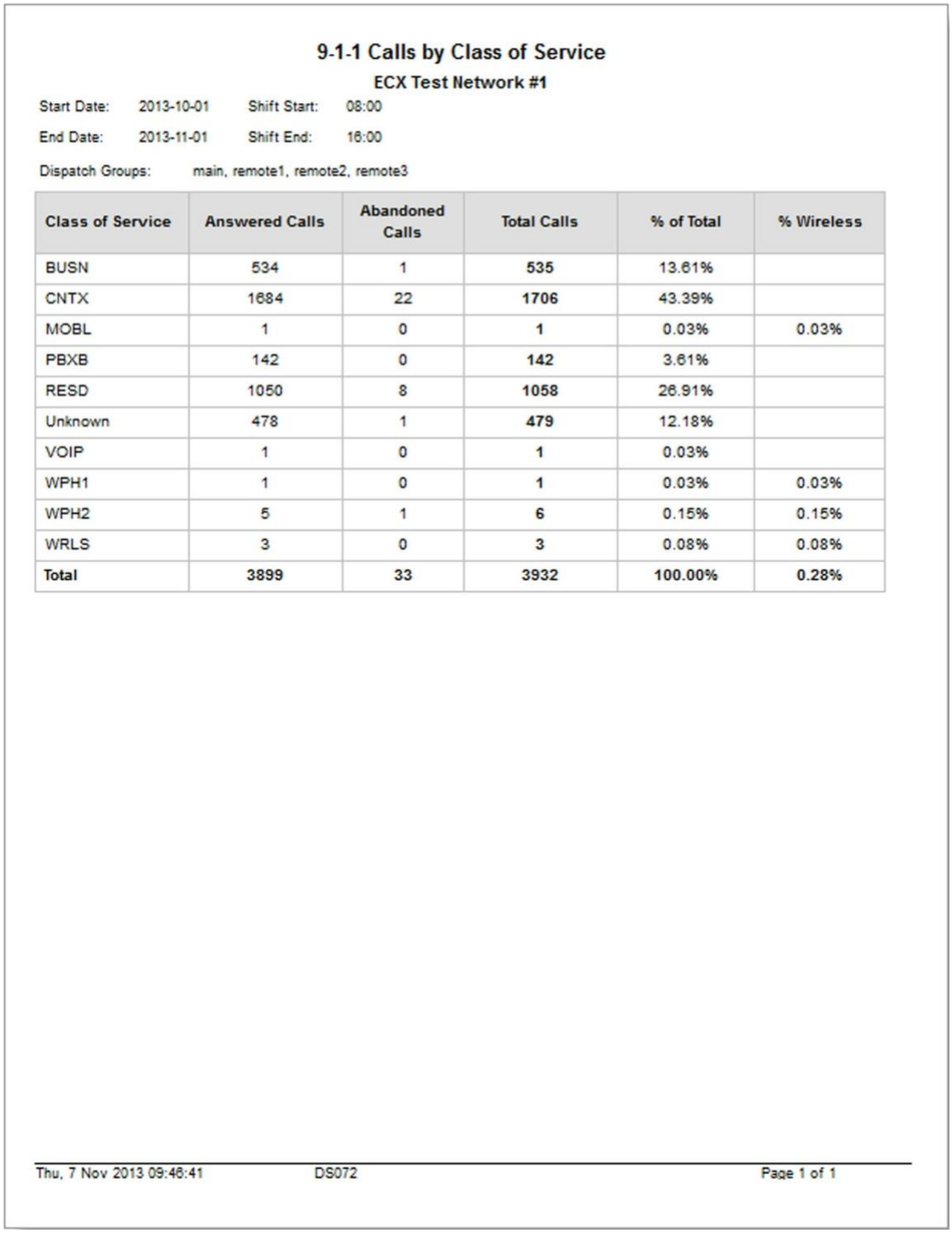


Figure 2-22: Call by Position Report



9-1-1 Calls by Class of Service

ECX Test Network #1

Start Date: 2013-10-01 Shift Start: 08:00

End Date: 2013-11-01 Shift End: 16:00

Dispatch Groups: main, remote1, remote2, remote3

Class of Service	Answered Calls	Abandoned Calls	Total Calls	% of Total	% Wireless
BUSN	534	1	**535**	13.61%	
CNTX	1684	22	**1706**	43.39%	
MOBL	1	0	**1**	0.03%	0.03%
PBXB	142	0	**142**	3.61%	
RESD	1050	8	**1058**	26.91%	
Unknown	478	1	**479**	12.18%	
VOIP	1	0	**1**	0.03%	
WPH1	1	0	**1**	0.03%	0.03%
WPH2	5	1	**6**	0.15%	0.15%
WRLS	3	0	**3**	0.08%	0.08%
Total	**3899**	**33**	**3932**	**100.00%**	**0.28%**

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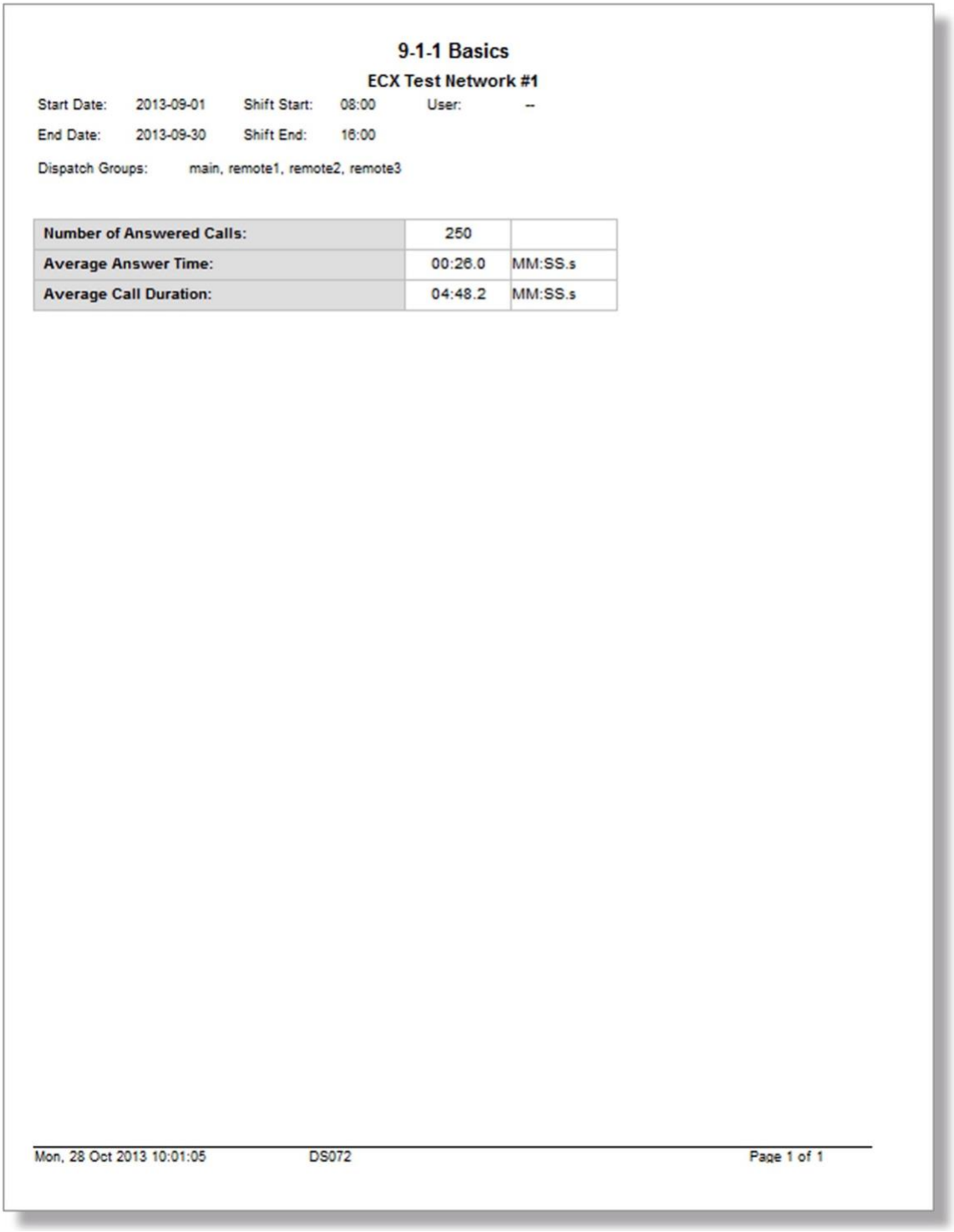
Figure 2-23: 9-1-1 Calls by Class of Service Report



9-1-1 Basics

ECX Test Network #1

Start Date: 2013-09-01 Shift Start: 08:00 User: --

End Date: 2013-09-30 Shift End: 16:00

Dispatch Groups: main, remote1, remote2, remote3

Number of Answered Calls:	250	
Average Answer Time:	00:26.0	MM:SS.s
Average Call Duration:	04:48.2	MM:SS.s

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Figure 2-24: 9-1-1 Basics

Table 2-2 below lists all available DecisionStation Reports and provides a brief description of each. CAD reports are only included with DispatchStation and DispatchStation NT. Combined Call and CAD Reports are only included with DispatchStation.

Table 2-2: Phone System Reports

Report	Description
CallWorks 9-1-1 & Phone System Summary	This is a Master Call Report containing the following call reports: 9-1-1 Basics, Calls by Line Type, Calls by Selected Answer Time, Calls by Call Type, Calls per Trunk & Line Type, Calls by Position, 9-1-1 Call Answer Time, and Calls by Class of Service, Agent Status by Hour (ACD).
9-1-1 Basics (included in CallWorks 9-1- 1 and Phone System Summary)	This report includes basic call data such as the total number of E911 calls answered and the average length of the call for a user- specified time period. The report includes completed 9-1-1 inbound calls.
Calls by Line Type (included in CallWorks 9-1-1 and Phone System Summary)	This report reveals the type of phone line on which calls came in (9-1-1, 7-Digit Emergency, Admin, etc.) and includes both call counts and call statistics (such as the average answer time and total talk time). The report covers both completed and abandoned inbound calls.
Calls by Selected Answer Time (included in CallWorks 9-1-1 and Phone System Summary)	This report allows the user to select an answer time (in seconds) and view the total percentage of calls, organized by call type, that were answered within that amount of time. The report includes 9-1-1, 7-Digit Emergency, and Admin inbound calls.
Calls by Call Type (included in CallWorks 9-1-1 and Phone System Summary)	This report displays detailed information on calls, including the total number of each call type (9-1-1, Admin, 7-Digit Emergency) and the number of those that were inbound, outbound, and internal.
Calls per Trunk & Line Type (included in CallWorks 9-1-1 and Phone System Summary)	This report displays the count of calls that came in on each trunk. The report covers completed 9-1-1, 7- Digit Emergency, and Admin inbound calls and is helpful in tracking the line distribution of calls.
Calls by Position (included in CallWorks 9- 1-1 and Phone System Summary)	This report displays the number calls that were answered at each workstation (position). The report covers completed 9-1-1, 7-Digit Emergency, and Admin inbound calls. This report is helpful in viewing call distribution across staffed workstations and may be used as a shift report.
9-1-1 Call Answer Time (included in CallWorks 9-1-1 and Phone System Summary)	This report displays calls by Answer Time. Answer Time is the amount of time (in seconds) between the call beginning to ring and the call being answered. The report covers completed 9-1-1
Calls by Class of Service (included in CallWorks 9-1-1 and Phone System Summary)	This report displays inbound call counts organized by Class of Service (e.g. BUSN, CNTX, RESD, WRLS, WPH2, VoIP, MOBL, PBXB, etc.) with the total percentage for each class. Only inbound calls are included in the report.

Report	Description
Call Summary	This report displays the total number of calls, organized by Line Type, for the requested time period. The report covers 9-1-1, 7-Digit Emergency, and Admin calls, with separate counts for inbound, outbound, and abandoned calls.
Calls by Hour and Day	This report displays total call counts, organized by hour of day and day of week. The report covers all Line Types (9-1-1, 7-Digit Emergency, Admin), and all Call Types (inbound, outbound, and internal) and includes both answered and unanswered inbound calls. This report is helpful in identifying the busiest hours/days in the week and making staffing and scheduling adjustments accordingly.
Call Statistics per Hour	This report reveals the number of inbound calls for each hour of the day over the user-specified time period. The report covers both abandoned and completed inbound 9-1-1 calls. This report is helpful in determining how many of the total calls presented were actually answered.
Transferred Calls Statistics	This report reveals the total number of transferred calls, the average duration of transferred calls, and the transferring and receiving Dispatch Groups.
Agent Status by Hour (ACD)	This report reveals the number of users logged in to the system at each hour of the day. The report displays the amount of time users spent in particular ACD states. ACD states include Ready, Not Ready, On ACD Call, Wrap Up, Holding Call, Unavailable, and Off Hook.

Table 2-3: Other Reports

Report	Description
ALI Errors	If the ALI provided address is incorrect, users may open a Discrepancy Report and correct the error using the Update Location feature. The correction is recorded in DecisionStation. This report displays the date the correction was made, the user who made the correction, ANI information, the original incorrect ALI location along with the manually updated address, and any
User Log In and Out Time	This report helps administrators keep track of user activity in the system. The report reveals the date and time a user signed in and out of the system and the amount of time the user spent logged-in.

2.7 FAULT TOLERANCE

Any failure of redundant network links will be transparently handled by the system. In the case of redundant Local Area Network (LAN) link failures, this will occur within milliseconds. For redundant Wide Area Network (WAN) link failures, this will occur with seconds. All components are duplicated within the system. Any component failure will not affect calls traversing non-failed redundant components.

In any legacy E-911 system, failure of a trunk interface card, chassis or gateway will cause all calls active on those particular components to be lost. This is a function of the way that the CAMA trunking system is designed. Therefore, no vendor can accurately and honestly state that in a legacy environment no single equipment failure will ever cause a call to be lost.

The CallWorks system includes several layers of data duplication and backup including real-time data replication and nightly point-in-time backups. All received and generated data including CDR, ALI, Recording, and MIS data is subject to both methods of data redundancy.

In the event of a catastrophic failure requiring complete re-construction of one or more of the servers, the system would be initially restored using the previous night's point in time backup. Subsequently, the rebuilt system would be 'caught-up' to events occurring since the last point-in-time backup through replay of database logs and re-synchronization of replicated block devices.

The CallWorks system is designed to be as reliable as possible. Fault Tolerance is achieved through system design and operation and the network, hardware, operating system, and application level. All call path critical network elements, servers, line/trunk interfaces and software elements are redundant at the Host/Controller and Data Center level. All critical resources are monitored in real-time and numerous classes of faults are handled automatically without human intervention. The system has no single point of failure and has the capability to 'self heal' from numerous types of potential issues.

Specifically, all Servers, Gateways, Switches and Modems are redundant. If one of these types of devices fails, it does not adversely affect the other ‘paired’ device. Therefore, the system continues in an operational mode and the device can be replaced with a spare without causing an outage of the entire system. Redundancy alone is not sufficient to increase availability substantially.

2.8 SYSTEM EXPANSION CAPABILITIES

The CallWorks CallStation product is designed to be scalable in a practically unlimited way and provides a completely non-blocking environment. The CallWorks solution is built around an IP softswitch using a Host Media Processing (HMP) architecture, with external COTS gateways for legacy interfaces. In this system design, there is no 'chassis' to outgrow and no 'switch matrix' or 'DSP resources' to be exhausted and cause a 'blocking' situation.

The CallWorks solution is designed to allow easy future expansion and is not limited in the number of trunks, answering positions or telephone lines that can be managed. This is possible because the system is designed using completely independent Commercial Off the Shelf (COTS) components connected via Ethernet. If additional trunks or lines are required, additional gateways (and potentially network switches) are added to accommodate them.

If additional positions are required, additional workstations (and potentially network switches) are added as required. The servers are provisioned to support all trunks and all stations, accommodating up to 250 simultaneous calls for 50 users. The system can be easily upgraded to support an unlimited number of simultaneous users in 50 user increments.

The proposal as priced includes configuration, hardware and cabling to support a 25% growth factor. The system as provisioned is capable of supporting at least a 100% growth factor.

2.9 MIGRATION PLAN

2.9.1 Legacy Speed Dial Directory

CallWorks will work with Customer on a plan to migrate the legacy speed dial directory upon award of this contract should we be the successful respondent.

2.9.2 MIS Administrative Data and Call Records

CallWorks will work with Customer to develop a plan to migrate the legacy MIS Administrative Data and Call Records upon award of this contract should we be the successful respondent.

2.10 LIFECYCLE

The CallWorks solution provides all software releases, including major feature releases, free of charge to customers under a standard maintenance contract. Upgrades are completed by CallWorks support technicians at the Customer's discretion. Typically, customers are updated to the latest version once every two to three months. CallWorks has never had an “end-of-life” to its solution.

CallWorks, in conjunction with the customer, will oversee all approved hardware and software upgrades. CallWorks will provide the customer notification of scheduled product updates and/or modifications via a Product Change Notice (PCN), Technical Service Advisory (TSA), or a New Product Bulletin (NPB). The customer determines if the updates or modifications are required. If a product update is deemed required, CallWorks will communicate this to the customer and include supporting documentation including any applicable test reports. If the customer is in approval, CallWorks agrees to apply the upgrade/fix as needed.

2.11 INTEGRATION OF NEXT GEN 911

The CallWorks solution business model is based on providing a fully compliant NENA i3 NG9-1-1 solution based on today’s standards, while also providing for migration to future standards as they are developed. CallWorks has proposed a i3 CallWorks solution based upon the current i3 standards, and will ensure future i3 capabilities during the duration of the contract at no additional cost to the City. This is part of our standard contract offering. I3 related upgrades will NOT require complete replacement of major system components and are free of charge as standards migrate.

The CallWorks solution is turnkey and includes all of the network equipment necessary to deploy and turn-up the solution. No additional network equipment beyond what is provided by this proposal will be necessary for a deployment supporting 9-1-1 via legacy CAMA or via future i2 or i3 connections.

The CallWorks CallStation platform is compliant with the i3 specification and will support text from any carrier using that standard. These messages appear in a separate tab and are associated with the Command Line Console for managing conversations and typing return messages as may be required. Planned capabilities include Text Challenge similar to that of TDD and storage of pre-canned messages as a minimum. CallWorks also supports co-habitation of third party web-based Text message applications for pre i3 support. The current version of CallStation has a built-in vendor neutral aggregator and testing.

2.12 ELECTRICAL REQUIREMENTS

The CallWorks system requires a NEMA L5-30R twist locking receptacle(s) which provides 120 Volt peak AC power on a 30 Amp circuit. The system can support one or two receptacles per host site, depending on whether redundant electrical circuits are available.

2.13 EQUIPMENT LIST

Below is the equipment list that details the physical network and end user hardware proposed.

2.13.1 City of Bartlesville PSAP Equipment List

Qty	Part Number	Description
5	ECX100101	WKS PC, Dual Video, 4G RAM
10	ECX100104	MONITOR, 24W" FP, BLK
1	ECX100110-HA	ECX Dual Server, HA SA Appliance Assembly, 2U
5	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)
5	ECX100201-1	Polycom VVX410 VoIP Phone
5	ECX100204	Keypad, Genovation 24 Key, Model 683
1	ECX100305-1	Media Gateway, 8 Port FXS (Station Rec.)
2	ECX100305-2	Mediant 1000 Chassis (CAMA), M1KB-2AC (Capacity Max- 6 Cards)
4	ECX100305-3	Mediant 1000 Gateway FXS Card (CAMA), M1KB-VM-4FXS (1 card per 4 Ports)
2	ECX100311	Media Gateway, 8 port FXO to SIP
1	ECX100315	Rack Shelf, Media Gateway, 2 GW per Shelf
3	ECX200001	CALLSTATION License
1	ECX200001-LU	PROMOTIONAL LICENSE (Expires 12/15/17)
1	ECX200001-LU	CALLSTATION License, Limited Use / Dark
1	ECX200004	DECISIONSTATION, SITE License
1	ECX200006	ADMINISTATION, SITE License
1	ECX200007	MESSAGEWORKS, SITE License
1	ECX200008	SIPWORKS, i3/IP INTERFACE, PSAP License
1	ECX500001-24CH	CABINET ASSM, 24 RU, COMPLETE
2	ECX500002-PR	POS. BASED REC KIT - 4 Port
2	ECX500003	SWITCH, CISCO, 24-PORT POE, 10/100/1000
1	ECX500005-2	ROUTER, CISCO, 3 WAN ENTERPRISE/2911
1	ECX500007	MISC. MAT., CABLES, LOT
2	ECX500008	ALI MODEM, E911 CSU/DSU
1	ECX500009-1	PRINTER, HP LaserJet Pro 200
1	ECX500017	IP to Serial Dist., 16 port
1	ECX500103	UPS - Smart-UPS X 3000VA

2.13.2 Optional Spare Equipment

Qty	Part Number	OPTIONAL SPARES
1	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)
1	ECX100201-1	Polycom VVX410 VoIP Phone
1	ECX100204	Keypad, Genovation 24 Key, Model 683
1	ECX100305-3	Mediant 1000 Gateway FXS Card (CAMA), M1KB-VM-4FXS (1 card per 4 Ports)
1	ECX100311	Media Gateway, 8 port FXO to SIP

SECTION 3

STATEMENT OF WORK

The purpose of this General Statement of Work (SOW) is to clarify the responsibilities of CallWorks and the City of Bartlesville regarding the scope of work, responsibilities, and the product and service deliverables for the delivery of the CallWorks system.

Summary

In an effort to improve call taker and dispatcher work-flow, processing speed, overall efficiency and generally improve public safety, the City of Bartlesville desires to deploy a Next Generation, state-of-the-art NG9-1-1 public safety solution. To meet these requirements, the City of Bartlesville has elected to purchase a CallWorks product and service solution.

Project Goals

CallWorks is a technological leader in public safety communications and dispatch systems focused on Next Generation 9-1-1 and dispatch technology. It is the goal of CallWorks to provide the finest, most technologically-advanced Next Generation 9-1-1 telephony, mapping and dispatch products and services to the City of Bartlesville. Our primary goal is to ensure the successful and timely deployment of products and technical services as described in this SOW.

3.1 TECHNICAL SERVICES

CallWorks technical services are available to meet the needs of our customers; including PSAPs and dispatch agencies. Such services may include installation, project management, training and remote monitoring services among others. The specific professional services to be provided for the project identified in this SOW are to be negotiated and documented in this document by identifying each party's tasks and responsibilities. Regardless of responsibility, CallWorks seeks a quality and timely deployment of the selected solution. This General Statement of Work (SOW) is designed to help the City of Bartlesville better understand CallWorks' services and the distribution of responsibility of all parties involved.

3.1.1 Contract Award

The customer and CallWorks execute the contract and both parties receive all the necessary documentation.

3.1.2 Contract Administration

After the contract is awarded CallWorks and the City of Bartlesville assign project resources. The project is then setup in the CallWorks information system and the kick-off meeting is scheduled.

3.1.3 Project Kickoff

Once the contract has been successfully executed and the project resources assigned, CallWorks will schedule a kickoff meeting with the City of Bartlesville. The key components of the project kickoff meeting are stated below:

- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with the City of Bartlesville.
- Review the resource and scheduling requirements with the City of Bartlesville.
- Develop and review a mutually agreeable project schedule including milestones and/or events.
- Review the teams' interactions and (CallWorks, and the City of Bartlesville), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

3.1.4 Project Management Services

This service defines CallWorks as the primary point of contact for all facets of project management and coordination. The assigned CallWorks Project Manager assumes the lead role and facilitates all aspects of project management, contingent upon having a primary contact with the City of Bartlesville. Services include, but are not limited to: complete project scheduling; pooling and allocation of resources; issue tracking; escalation and resolution; overall project reporting; and acting as the primary single point of contact for CallWorks. Additional Project Management Services include necessary site visits. Site visits are normally planned for the kick off meeting, cut over to live operations, and post-cut over reviews, if needed. Visit times may be adjusted, if desired and mutually agreed upon by the CallWorks and the City of Bartlesville project managers.

3.1.5 Installation Services

This service provides primary system engineering and installation services for all CallWorks systems. Our professionally trained and certified staff will assume the lead technical role for all matters under contract. For larger, more complex projects in which there is a dedicated project manager, the two will work in conjunction with one another to meet all such expectations and requirements.

3.1.6 Training Services

All course prerequisites, if any, must be satisfied prior to attending each class. Classes must be scheduled in the following order: Administrator, Call Taker/Agent, and Supervisor. Students that have attended Administrator Training do not need to attend the Agent or Supervisor classes for the same product. The maximum number of students per class is eight (8). CallWorks sets class durations. Changes to the training schedule must be communicated to CallWorks at least 20 days prior to the start of the first class. Any schedule changes communicated less than 20 days prior to the start of the first class may impact the overall project schedule. Unless otherwise stated, one trainer will provide up to eight (8) hours of instruction per business day during normal business hours. Training facilities must meet minimum CallWorks requirements and should be in place no later than one (1) day prior to the start of the first scheduled class.

3.2 CALLWORKS RESPONSIBILITIES

The City of Bartlesville has elected to purchase services from CallWorks. To facilitate these services, CallWorks will perform the following tasks. Tasks include, but are not limited to, those listed below, as applicable to the specific system ordered.

- Assign a Project Manager for the Project
- Complete system design in cooperation with the City of Bartlesville
- Procure and stage the hardware as defined herein
- Coordinate installation and project time-lines and tasks

- Install all CallWorks provided hardware including servers, racks, AIU's and networking equipment
- Provide configuration information for the City of Bartlesville workstations (Firefox browser configuration)
- Provide and update the project schedule/plan with input from the City of Bartlesville provided information related to the schedule as to on-site visits, installs, training and testing
- Inventory, immediately upon receipt, all material and components ordered
- Unpack, place, and install all hardware as required
- Install, correctly terminate, and successfully test all infrastructure cable, and other related communications cable necessary to properly install and operate the contracted system
- Install and secure all equipment racks or contract with CallWorks as required
- Provide for the installing and testing of all site-required cabling, including any additional cabling that may be required for training
- Provide installation of ladder rack, computer relay rack/cabinet installation, category 5 and telephony cable installation and testing, and other such work or activity
- Provide requirements for power, space, network (routers/switches, IP addresses, cabling, LAN, WAN, bandwidth, broadband connectivity), telephony (CAMA, Admin lines), data (phone line info, ring-downs, phone soft-buttons, directories/direct links, TDD messages)
- Notify the City of Bartlesville when there are issues (installation, training, coordination) which could potentially affect the schedule
- Provide purchased training and identify training facility requirements
- Provide and perform mutually agreeable Acceptance Test Plan
- Provide cut-over and 24-hour post cut support
- Provide Remote Monitoring
- Provide telephone and product support, updates (in support of local technicians)based on the number of years of maintenance purchased

3.3 CUSTOMER RESPONSIBILITIES

- Responsibilities shall include, but are not limited to:
- Provide, on request, information, data, records and documents, and make such decisions in a prompt and timely manner as may be reasonably required by CallWorks to perform under this agreement
- Use reasonable efforts to provide supporting information to aid in the solution of any problems discovered during installation, implementation or post installation phases of this project
- Provide appropriate schedule notification and facility availability for CallWorks on-site services and training
- Notify and coordinate schedule changes with CallWorks, which may require a Change Order (and potentially additional charges) dependent upon the change
- Assume sole responsibility for the accuracy and completeness of Customer-supplied data
- Provide a dedicated 30 amp 110V power outlet for the facilities and appropriate grounding, or as determined by the site survey, for the proper operation of the emergency telephone and computer systems described herein
- Assume full responsibility for mutually approved base map file, including, but not limited to: X / Y coordinates, structure address, street centerlines, ESN boundaries, City boundaries; maintain this file and use it to update the CallWorks system
- Updates to the base map file, performed by personnel designated, will be transferred to the system per CallWorks instructions
- Provide the physical facilities reasonably required for the installation, testing, implementation, training and support of the system provided by CallWorks

- Provide a floor plan outlining where CallWorks provided equipment is to be installed and position numbers for call taker, dispatch, and supervisor positions
- Ensure the operating environment is fully functional and meets CallWorks minimum operating requirements
- Provide the applicable broadband service for the CallWorks Virtual Private Network (VPN) for remote monitoring, support and troubleshooting connectivity
- Provide for, move, test and make operational or otherwise deliver CAMA trunks, administrative lines and other PSTN connections to the backboard demarcation at least 14 days prior to installation start date
- Provide for, move, test and make operational or otherwise deliver two (2) ALI circuit connections to the backboard demarcation at least 14 days prior to installation start date
- Provide facility specific work and activity, including, but not limited to, construction, core drilling, grounding, and any electrical or conduit needed to support the implementation
- Assist CallWorks in securing any required security clearances, identification tags and other requirements for access to areas within the facility necessary for CallWorks personnel to complete their project responsibilities under this agreement
- Provide the tap to the network clock, if applicable. This includes all interfaces necessary, preferably to provide the name/address of a timeserver on the network
- Document and supply configuration information on the existing CPE
- Make available at the equipment rack, all remote access lines terminated on RJ 11 or RJ 45 jacks or contract with CallWorks as required
- Procure and participate in CallWorks provided training for on-site support technicians; identify a System Administrator(s) who will be responsible for the day-to-day technical operations of the system
- Ensure that or Contract with CallWorks to guarantee Intermediate Distribution Frame (IDF), wall boards and/or interconnect points appear in the immediate area where CallWorks servers are installed
- Provide direct contact and support at the site location
- If not hand delivered by CallWorks or otherwise provided, provide easy access to and preposition to the greatest degree possible all new equipment received from CallWorks prior to CallWorks' arrival on site
- If applicable, submit custom IP and computer naming conventions to CallWorks at least 30 days prior to the scheduled equipment ship date
- Assume responsibility for or contract with CallWorks for the removal of all equipment and cable being replaced by the CallWorks system
- Assume responsibility for all material and services not specifically contracted through CallWorks
- Anticipate and plan for configuration changes and/or fine-tuning to the various CallWorks products installed once the system is placed and in use
- System management and detailed configuration after cutover. Please note that in most cases, within the first two weeks after cutover, it is highly probable that the City of Bartlesville will want to modify the system's configuration based on experience and use of the system
- Configure all foreign network workstations accessing the WebAccessory network or other service activities or contract with CallWorks as required
- Provide information needed for all custom work requested that requires a custom SOW. Custom SOWs are required for such items including but not limited to: database conversion, foreign network connections, on-site installation and configuration, or any other service not performed by CallWorks through its factory staging process

3.4 ASSUMPTIONS

All tasks included in this Statement of Work are estimated based on a typical level of effort for tasks of similar projects and are believed appropriate based upon the information provided by the City of Bartlesville. During the initial project planning phase, each project task will be verified based on the estimated number of man-hours and associated task dependencies. Each of these tasks will be dependent on the appropriate resources being made available by the City of Bartlesville. If additional hours are identified or required by the City of Bartlesville in order to complete the project, the City of Bartlesville Project Manager will send a request to the CallWorks project manager in order to execute a Project Change Request.

SECTION 4

WARRANTY SERVICES

Motorola Solutions has over 85 years of experience supporting mission critical communications for public safety and public service agencies. Motorola Solutions' technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

4.1 THE MOTOROLA SOLUTIONS SERVICE DELIVERY TEAM

4.1.1 Account Services Manager

Your Motorola Solutions Account Services Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Account Services Manager (ASM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola Solutions meets its response and restoration cycle time commitments. The ASM will supervise and manage the Motorola Solutions Authorized Servicer's functions.

4.1.2 Motorola Local Service Provider

Motorola Solutions' authorized service centers are staffed with trained and qualified technicians. They provide rapid response, repair, restoration, installations, removals, programming, and scheduled preventive maintenance tasks for site standards compliance and network operability. Motorola Solutions' authorized service centers are assessed annually for technical and administrative competency.

Motorola Solutions has proven experience to deliver mission critical network support

- Extensive Experience–Motorola Solutions has over 85 years of experience supporting mission critical communications and the Public Safety community.
- Capacity to Respond–Motorola Solutions' network of local service centers, repair depots, system support center and parts support enable Motorola Solutions to provide quick and effective service delivery.
- Flexibility and Scalability–Motorola Solutions Support Plans are customized to meet individual Customer needs.
- Skills and Process–Motorola Solutions uses a well-established, structured, and disciplined approach to provide service delivery. Motorola Solutions' team of well-trained and committed people understands the communications technology business.

4.2 WARRANTY AND MAINTENANCE SERVICES

4.2.1 OnSite Infrastructure Response

Motorola Solutions OnSite Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Solutions Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times. The field technician restores the system by performing first level troubleshooting on-site. If the technician is unable to resolve the issue, the case is escalated to the System Support Center or product engineering teams as needed.

4.2.2 Maintenance and Support Program

The CallWorks Help Desk and assistance from the on-site technician will take the lead role in providing the customer with a Single Point of Contact (SPOC) for all monitoring and maintenance issues. CallWorks will also provide oversight and all coordination for the various organizations and its subcontractors required to maintain and monitor the customer.

Monitored Elements

- IP Network – CallWorks will use the combined capabilities of its Network Provider and its own Monitoring and Analysis to sufficiently oversee the network. Both CallWorks and the network provider play critical roles in providing network maintenance and monitoring.
- CPE – CallWorks will monitor and maintain CPE through a joint effort between the Help Desk at CallWorks and the dedicated on-site technician. CallWorks Remote Monitoring will be used to receive and display alerts from the various CallWorks products, workstations, gateways, network elements and the VoIP Softswitch. CallWorks will be the first responder to these alerts based on pre-determined levels of severity. If the alert requires Telco assistance, the CallWorks Help Desk will contact the Telco and a ticket will be initiated. CallWorks will also receive and monitor UPS alarms directly at the CallWorks headquarters.

Remote Monitoring

CallWorks Remote Monitoring uses remote utilities by Hyperic HQ for monitoring, diagnosing, troubleshooting and repairing many of the errors known or unknown to a PSAP. Remote Monitoring is responsible for analyzing, repairing, and running reports in a real-time and remote configuration. Remote Monitoring provides the following services:

- 24 x 7 monitoring of all servers, workstations, LAN components, operating systems, application systems, and any other SNMP/IP compliant device on the network.
- Alarm notification to first level CallWorks support should an alarm threshold be exceeded.
- Remote troubleshooting tools to diagnose hardware and software problems.
- Performance monitoring of network and computer components.
- Ability to remotely control monitored workstations and servers to allow for real-time viewing and the ability to make system changes.

Maintenance

CallWorks Service Team is staffed with highly trained personnel on a 7 x 24 x 365 basis and will respond to troubles relating to components or systems necessary to complete 9-1-1 calls through to the PSAP or for call handling purposes. When reported 9-1-1 system troubles or failures are received, CallWorks immediately begins the repair process of clarifying the report and prioritizing the trouble.

Hardware and Software Upgrades

CallWorks, in conjunction with the customer, will oversee all approved hardware and software upgrades. CallWorks will provide the customer notification of scheduled product updates and/or modifications via a Product Change Notice (PCN), Technical Service Advisory (TSA), or a New Product Bulletin (NPB). The customer determines if the updates or modifications are required. If a product update is deemed required, CallWorks will communicate this to the customer and include supporting documentation including any applicable test reports. If the customer is in approval, CallWorks agrees to apply the upgrade/fix as needed.

4.3 SPARE EQUIPMENT REPAIR & REPLACEMENT OVERVIEW

4.3.1 Replacement of Defective CPE

The local field technician, site engineer and/or project manager will call CallWorks Customer Service and report the failure. If a spare component is not on-site, CallWorks will overnight the replacement equipment to the location designated by the field technician, site engineer or project manager.

CallWorks will maintain an inventory of all critical spares locally. In the event a replacement part is needed immediately and not available on-site, the part can be taken from CallWorks Customer Service and then replenished when the new equipment arrives.

As part of the installation process, CallWorks will provide a list of installed components and the associated serial numbers to the customer based on an agreed-upon list of components. Post upgrade, CallWorks will maintain, by PSAP, a serial number database and will update accordingly the database whenever a hardware component is changed. A copy of this database will be made available to the customer upon completion of the contract or upon request by the customer.

4.3.2 Field Repair (Non Hard Drive)

When equipment within a PSAP is found to be defective and in need of replacement, it will be replaced from a spare parts stock inventory base that CallWorks will maintain locally. Please note that there may be certain critical spares that may not be located locally. CallWorks will track and analyze CPE failures at PSAPs that require a replacement. This will allow CallWorks and the customer to accurately judge the levels of inventory that are required to be on hand at all times to support the customer PSAPs. These levels along with frequency of repair will continually be analyzed so that CallWorks will be able to quickly and efficiently correct troubles and provide customer service.

If there is a failure of any component, it could take a minimum of 48 hours to have the replacement equipment packaged and sent to the site. CallWorks will assure the best operation of redundant components and survivability methods until the replacement is received.

4.3.3 Field Repair (Hard Drive)

In the event of a hard drive failure in any Workstation PC, only the hard drive of the affected PC will be replaced. Replacing just the hard drive and re-imaging the drive with the Operating System, Browser and a back-up copy of the workstation involves a minimal number of manual operations by CallWorks and is the least disruptive to the PSAP. The majority of the work can be done away from the dispatch area. It is the intent of CallWorks to make a backup of all workstation and servers whenever a configuration change is made.

4.3.4 Repair of Defective CPE

If a defective component is deemed repairable, the defective equipment will be returned to CallWorks via the standard RMA process. The defective equipment will be repaired or replaced by either CallWorks or the part manufacturer and returned to the customer so that the stock inventory can be replenished.

4.3.5 Local Spare Inventory

CallWorks will maintain a level of spares that is consistent with the needs of repair. Over time, the equipment failure rates vs. amount of spare inventory at the customer will be measured, tracked and adjusted to meet maintenance needs. Through these results, CallWorks will be better able to judge the amount and type of spares needed and the inventory levels will be adjusted accordingly. Established inventories at these parts depot that may include, but would not be limited to: monitors, keyboards, mice, AIU's, telephones sets, power supplies, Gateways, modems, routers, cables and Ethernet switches.

SECTION 5

TRAINING PLAN

5.1 CALLSTATION WM TRAINING SYLLABUS

Role	General Description of Training	Maximum Class Size
System Administrator	1. AdminiStation (Configuration Management Application 2. DecisionStation (MIS) 3. Call Screen Components 4. Map Screen Components 5. Call Management 6. Polycom Phone	8
Application Administrator	1. AdminiStation (Configuration Management Application 2. DecisionStation (MIS) 3. Call Screen Components 4. Map Screen Components 5. Call Management 6. Polycom Phone	8
End User	1. Call Screen Components 2. Map Screen Components 3. Call Management 4. Polycom Phone	8
Manager Supervisor (if different than end user)	N/A	8
Train-the-Trainer	1. Call Screen Components 2. Map Screen Components 3. Call Management 4. Polycom Phone	8
Other - Explain	N/A	8

5.1.1 End User and Train-the-Trainer

All users receive training on the components and functionality of the main application. Topics covered include:

- Call Screen Components
  - Softphone
  - Speed Dial/Transfer Buttons
  - Call Indicators
  - Line Organizer
  - Directory
  - Call Logs
  - Dial Pad
  - TDD
  - Call Playback
  - ALI Results
  - Premise Knowledge
  - Call History
  - Location History
- Map Screen Components
  - Task Bar Features (Grab, Rubber Zoom, Distance Measure, Default Map View, Zoom In,
  - Zoom Out, Pin, ESN Toggle, Map Search)
  - Zoom Slider
  - MapView Zoom
  - Map Layer Controller
  - Distance
  - Location
  - Scale
  - Call Icons
- Call Management
  - Answer
  - Hold/Unhold
  - Redial
  - Release
  - Silent Monitor
  - Barge-In
  - Override
  - Mute/Unmute
  - Deafen Caller
  - Transfer
  - Conference
  - Plot on Map
  - View Details
  - Review
  - Play Call Recording
- Polycom Phone

5.1.2 System and Application Administrators

In addition to general system use, system administrators receive training in AdminiStation, CallWorks' system management application and DecisionStation, CallWorks' MIS solution.

Topics covered:

- AdminiStation (System Configuration Management)

System Administrators receive instructions on the configuration and maintenance of the following system components:

  - Directory
  - Users
  - Common Places
  - Notifications
  - Predefined TDD and SMS Messages
  - Knowledge
  - Service Request Categories and Providers
  - Call Exports
  - Schedule Reports
- DecisionStation (MIS)
  - Report generation
  - Report export
  - Access Detail Records for the following: Calls, Lines, Groups, Phone Numbers, Locations, Users, Trunks
  - Access and download call recordings
  - Monitor active calls

SECTION 6

ACCEPTANCE TEST PLAN

6.1 SYSTEM TESTING, CUTOVER, AND ATP ACTIVITIES

6.1.1 Perform Equipment Testing

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once CallWorks (or the Customer) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

6.1.2 Perform Functional Testing

- Verify the operational functionality and features of the individual subsystems and the system supplied by CallWorks, as contracted.
- If any major task as contractually described fails, repeat that particular task after CallWorks determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the Customer for review.
- Resolve any minor task failures before Final System Acceptance.

6.1.3 Pre-Cutover Acceptance Test Plan

- A mutually agreed upon pre-cutover acceptance test plan will be developed with the City during the contract design review phase.
- The Pre-Cutover ATP will be executed prior to fully cutting over the new NG911 system from the legacy system.

6.1.4 Post-Cutover Acceptance Test Plan

- A mutually agreed upon post-cutover acceptance test plan will be developed with the Customer prior to cutover
- Upon successful execution of the system cutover the Post-Cutover ATP will provide details on resolving any cutover ATP checklist items and transition to service.
- Once Post-Cutover ATP is complete, it will be documented and become a part of the overall service manual for the Customer and the service providers.

6.1.5 Cutover

- CallWorks and the Customer develop a mutually agreed upon cutover plan based upon discussions held during the customer design review
- During cutover, follow the written plan and implement the defined contingencies, as required.

- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

SECTION 7

PRICING

7.1 PRICING SUMMARY

Emergency CallWorks Base Pricing Summary		
	LIST PRICE	OFFER PRICE
Hardware and Software	$175,246.00	$114,072.50
Professional Services (Project Management, System Engineering, Staging, System Installation, Training, Testing, System Activation and Cutover, 24 Hour Post-Cut on-site Support)	$42,454.85	$40,332.11
Turn-Key Base System Total:	**$217,700.85**	**$154,404.61**
System Maintenance Term Packages Excludes On-Site Maintenance (Applicable taxes, not included)		
Plan 4: Total Base System with 10-Year System and Software Support, Hardware Refresh, Extended Warranty and On-Site Support	**$382,022.50**	**$309,228.64**
System Spares		
Recommended System Spares	$3,326.00	$2,494.50

ABOVE PRICING INCLUDES PROMOTIONAL OFFER

*** Includes Full CallStation License at No Cost**

*** Pricing valid through December 15, 2017**

SECTION 8

COMMUNICATIONS SYSTEM AGREEMENT

Motorola Solutions, Inc. ("Motorola") and _City of Bartlesville, OK ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"
Exhibit B "Payment"Exhibit C Technical and Implementation Documents
C-1 "System Description" dated August 10, 2017
C-2 "Pricing Summary & Equipment List" dated August 10, 2017
C-3 "Implementation Statement of Work" dated August 10, 2017
C-4 "Acceptance Test Plan" or "ATP" dated August 10, 2017

Exhibit D "System Acceptance Certificate"
Exhibit E "Equipment Lease Purchase Agreement Delivery and Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addendums will be labeled with the name of the service being purchased.

1.3 In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

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

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

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment Schedule" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"**Feedback"** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

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

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

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

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

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

"Software Support Policy" ("SwSP") means the policy set forth at http://www.motorolasolutions.com/softwarepolicy describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" means Motorola's Software Upgrade Agreement program.

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

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"**System Data**" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

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

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

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual

agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until expiration of the ten (10) years of maintenance and support. .

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

3.5. Motorola SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Motorola Software License Agreement in Exhibit A ("Software License Agreement"). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-Motorola SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

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

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

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. MAINTENANCE, SUPPORT, AND SUA SERVICES. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in the Maintenance and Support Addendum. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be

found at http://www.motorolasolutions.com/softwarepolicy and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract PriceUnless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to those maintenance, support, and installation will be included in the Maintenance and Support Addendum the applicable Statements of Work, and the proposal dated August 10, 2017. These collective terms will govern the provision of such Services.

Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement.

4.3. INTENTIONALLY OMITTED.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

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

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title

and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Equipment Lease-Purchase Agreement. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $311,723.14, which includes the "CallStation Solution Single Site Design" project as stated in Motorola's proposal dated August 10, 2017 and includes ten (10) years of Maintenance and Support (including the Warranty Period). The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement executed between the parties. If applicable, a pricing summary is included with the Payment schedule. Motorola has priced the Services, Software, and Equipment as an integrated System. A reduction in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

6.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in the Equipment Lease-Purchase Agreement, title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name:___City of Bartlesville_____
Address:_401 S. Johnson Ave Bartlesville, OK 74003_____
Phone:___(918) 338-4001_____
Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____City of Bartlesville_____
Address:___ 611 W. Adams Blvd. Bartlesville, OK 74003_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:_____City of Bartlesville_____
Address:___611 W. Adams Blvd Bartlesville, OK 74003_____
Phone:_____(918) 338-4001_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances,

licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

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

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

Section 8 TRAINING

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

Section 9 SYSTEM ACCEPTANCE

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

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all

deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate (Exhibit D) and the Equipment Lease Purchase Agreement Delivery and Acceptance Certificate (Exhibit E).

Section 10 REPRESENTATIONS AND WARRANTIES

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

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

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.** TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

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

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the

fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

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

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

Section 11 DELAYS

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

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

Section 12 DISPUTES

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

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

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts

in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

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

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

13.3. CONVENIENCE: Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for the portion of the Contract Price attributable to the Equipment and/or Software delivered, and all services performed, on or before the effective date of the termination. Notwithstanding the above, Customer shall have no right to terminate this Agreement if Motorola has given Customer a notice of default and such default has not been cured.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement. Notwithstanding, this obligation does not apply if Motorola is entitled to immunity under the NG911 Act of 2012.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

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

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

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation Services with respect to which losses or damages are claimed. With respect to all non-implementation Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY Motorola PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

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

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data""), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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

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

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

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

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

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by

facsimile with correct answerback received, and will be effective upon receipt

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

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

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

17.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.1 and 6.2 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

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

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Customer**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

SECTION 9MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and _City of Bartlesville, OK_ (“Licensee”).

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee’s use of the Open Source

Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

SECTION 10Section 4 LIMITATIONS ON USE

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

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

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

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

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

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

Section 8 TERM AND TERMINATION

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

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

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

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

SECTION 11Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

SECTION 12Section 13 GENERAL

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

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

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

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

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

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

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

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

Exhibit B
For the System purchase financed through Motorola Solutions, please refer to the Payment Schedule included in the Equipment Lease-Purchase Agreement

For the Maintenance Support Plan:
Motorola will invoice Customer annually in advance of each year of the plan, or as otherwise stated in the applicable addenda.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately.
The qualifications of each type and level of resource are defined in the tables found at Motorola Solutions Inc.'s website. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

SECTION 13**Customer Name:** _____

Project Name: _____

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

SECTION 14

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

2. The System is accepted.

Customer Representative:	Motorola Representative:

SECTION 15

Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit E
EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee (Customer) and Lessor.

Equipment Lease Purchase Agreement No.: _____

Lease Schedule A No. : _____

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# _____. See Schedule A for a detailed Equipment List.

LESSEE/CUSTOMER:

By: _____

Title:_____

Date: _____

Please complete this form and send a copy via US mail or email to:
Motorola Solutions Credit Company LLC
Attn: Bill Stancik, Finance Manager | 500 W. Monroe, 44th Floor | Chicago, IL 60661
Email: bill.stancik@motorolasolutions.com | Telephone: (847) 538-4531

December 1, 2017

CITY OF BARTLESVILLE

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #24206 are valid for contracts that are executed and returned on or before **December 20, 2017**. After **12/20/17**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Andrew Knipfer / 44th Floor
500 W. Monroe
Chicago, IL 60661

Should you have any questions, please contact me at 847-906-8180 or Andrew.knipfer2@motorolasolutions.com.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Andrew Knipfer

LESSEE FACT SHEET

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address: CITY OF BARTLESVILLE
   401 South Johnstone Avenue
   Bartlesville, OK 74003
   Attention: Mike Bailey
   Phone: (918) 338-4212

2. Lessee County Location: Washington

3. Federal Tax I.D. Number: 73-6005079

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: N/A

5. Equipment description that you would like to appear on your invoicing: Callworks E911 System

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address: Captain Kevin Ickleberry
   615 South Johnstone Avenue
   Bartlesville, OK 74003
   E-mail: krickleb@cityofbartlesville.org
   Phone: (918) 766-1505
   Fax: (918) 338-4066

7. Payment remit to address:

Motorola Solutions Credit Company LLC
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24206

LESSEE:
City of Bartlesville
401 S. Johnstone Ave.
Bartlesville, OK 74003

LESSOR:
Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached heretoand unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged

that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall

include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; or (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been

permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be

vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor. To the extent the final Lease Payment and all applicable charges under the Lease have been paid, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without the need for any additonal Payment.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2017.

LESSEE:	**LESSOR:**
CITY OF BARTLESVILLE	**MOTOROLA SOLUTIONS, INC.**
By:_____	By:_____
Print Name: _____	
Title:_____	Title: Assistant Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the CITY OF BARTLESVILLE, an entity duly organized and existing under the laws of the **State of Oklahoma** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24206**, between CITY OF BARTLESVILLE and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds $1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of CITY OF BARTLESVILLE, hereto this

_____ day of _____, 2017.

By: _____

(Signature of Secretary/Clerk) **SEAL**

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24206 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

_____

Attorney for CITY OF BARTLESVILLE

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A Lease Number: **24206**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24206** ("Lease"), between MOTOROLA SOLUTIONS INC. ("Lessor") and CITY OF BARTLESVILLE (" Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 84 Months

Commencement Date: **12/20/2017**
First Payment Due Date: **12/20/2018**

7 consecutive annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of $0.00, payable on the Lease Payment Dates set forth in Schedule B.

2.12 ELECTRICAL REQUIREMENTS

The CallWorks system requires a NEMA L5-30R twist locking receptacle(s) which provides 120 Volt peak AC power on a 30 Amp circuit. The system can support one or two receptacles per host site, depending on whether redundant electrical circuits are available.

2.13 EQUIPMENT LIST

Below is the equipment list that details the physical network and end user hardware proposed.

2.13.1 City of Bartlesville PSAP Equipment List

Qty	Part Number	Description
5	ECX100101	WKS PC, Dual Video, 4G RAM
10	ECX100104	MONITOR, 24W" FP, BLK
1	ECX100110-HA	ECX Dual Server, HA SA Appliance Assembly, 2U
5	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)
5	ECX100201-1	Polycom VVX410 VoIP Phone
5	ECX100204	Keypad, Genovation 24 Key, Model 683
1	ECX100305-1	Media Gateway, 8 Port FXS (Station Rec.)
2	ECX100305-2	Mediant 1000 Chassis (CAMA), M1KB-2AC (Capacity Max- 6 Cards)
4	ECX100305-3	Mediant 1000 Gateway FXS Card (CAMA), M1KB-VM-4FXS (1 card per 4 Ports)
2	ECX100311	Media Gateway, 8 port FXO to SIP
1	ECX100315	Rack Shelf, Media Gateway, 2 GW per Shelf
3	ECX200001	CALLSTATION License
1	ECX200001-LU	PROMOTIONAL LICENSE (Expires 12/15/17)
1	ECX200001-LU	CALLSTATION License, Limited Use / Dark
1	ECX200004	DECISIONSTATION, SITE License
1	ECX200006	ADMINISTATION, SITE License
1	ECX200007	MESSAGEWORKS, SITE License
1	ECX200008	SIPWORKS, i3/IP INTERFACE, PSAP License
1	ECX500001-24CH	CABINET ASSM, 24 RU, COMPLETE
2	ECX500002-PR	POS. BASED REC KIT - 4 Port
2	ECX500003	SWITCH, CISCO, 24-PORT POE, 10/100/1000
1	ECX500005-2	ROUTER, CISCO, 3 WAN ENTERPRISE/2911
1	ECX500007	MISC. MAT., CABLES, LOT
2	ECX500008	ALI MODEM, E911 CSU/DSU
1	ECX500009-1	PRINTER, HP LaserJet Pro 200
1	ECX500017	IP to Serial Dist., 16 port
1	ECX500103	UPS - Smart-UPS X 3000VA

2.13.2 Optional Spare Equipment

Qty	Part Number	OPTIONAL SPARES
1	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)
1	ECX100201-1	Polycom VVX410 VoIP Phone
1	ECX100204	Keypad, Genovation 24 Key, Model 683
1	ECX100305-3	Mediant 1000 Gateway FXS Card (CAMA), M1KB-VM-4FXS (1 card per 4 Ports)
1	ECX100311	Media Gateway, 8 port FXO to SIP

City of Bartlesville Schedule B (Lease #24206)						
Compound Period:		Annual				
Nominal Annual Rate:		0.000%				
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Loan	12/20/2017	$311,723.14	1		
2	Payment	12/20/2018	$ 49,897.57	1		
3	Rate Change	12/20/2018	Rate: 3.970 %	Compounding:	Annual	
4	Payment	12/20/2019	$ 49,897.57	6	Annual	12/20/2024
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Payment	Interest	Principal	Balance	
Loan	12/20/2017				$311,723.14	
1	12/20/2018	$ 49,897.57	$ -	$ 49,897.57	$261,825.57	
2	12/20/2019	$ 49,897.57	$ 10,394.48	$ 39,503.09	$222,322.48	
3	12/20/2020	$ 49,897.57	$ 8,826.20	$ 41,071.37	$181,251.11	
4	12/20/2021	$ 49,897.57	$ 7,195.67	$ 42,701.90	$138,549.21	
5	12/20/2022	$ 49,897.57	$ 5,500.40	$ 44,397.17	$ 94,152.04	
6	12/20/2023	$ 49,897.57	$ 3,737.84	$ 46,159.73	$ 47,992.31	
7	12/20/2024	$ 49,897.57	$ 1,905.26	$ 47,992.31	$ -	
Grand Totals		$349,282.99	$ 37,559.85	$ 311,723.14		

ORIGINAL ISSUE DISCOUNT:
Lessee acknowledges that the amount financed by Lessor is $ 299,820.25 and that such amount is the issue price for this Lease Payment Schedule for federalincome tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined inSection 1288 of the Code. The yield for this Lease Payme nt Schedule for federal income tax purposes is 3.97%. Such issue price and yield will be stated inthe applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: $311,723.14

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

December 4, 2017

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

RE: Self-Insurance for a Schedule Number 24206 to that certain Equipment Lease Purchase Agreement Number 24206 dated the _____ day of December, 2017, by and between **CITY OF BARTLESVILLE** as Lessee and Motorola Solutions, Inc. as Lessor.

Equipment Description: See attached equipment list

Gentlemen:

In consideration of your waiver of the requirement in the above captioned Lease to furnish you with evidence of physical damage and liability insurance on the collateral, and as a further inducement to you to allow the undersigned to self-insure, the undersigned agrees, as follows:

1. To be fully and financially responsible for any and all partial or total loss of the collateral;

2. To notify you in writing, immediately upon any loss of, or damage to, the collateral;

3. To furnish you with estimates of the repair costs for any and all damage caused to, or suffered by, the collateral;

4. To repair or replace said collateral, or so much thereof as may be destroyed or damaged from any cause whatsoever within 45 days or as soon as possible thereafter;

5. To furnish you with paid receipts evidencing the repair of any and all damage to the collateral;

6. To provide you with any duly authorized and executed documentation that you may require to perfect a valid first, prior and paramount lien in replacement collateral;

7. In the event that said collateral cannot be repaired or restored to a condition or value equivalent to its condition or value before the damage, or replaced by comparable collateral, to immediately pay off the obligation, or such portion thereof as may be attributable to the collateral destroyed or damaged beyond repair;

8. To provide annual accountant prepared financial statements, and in the event of a material adverse change in the undersigned's financial condition, and upon your written demand, to furnish you with insurance from an insurance company

acceptable to you in an amount not less than the then fair market value of the collateral.

9. In the event that the undersigned fails to furnish the insurance policy required under paragraph 8, then, in such event, you may either declare the contract in default, or, at your option, obtain insurance coverage protecting your interest in the collateral and add the costs thereof to the then outstanding balance.

10. To be fully and financially responsible for any loss, damage, injury or accident involving or resulting from use of the Equipment.

11. To provide Lessor with written notice of any claims for loss, damage, injury or accident involving or resulting from use of the Equipment, and make available to Lessor all information and documentation relating thereto.

12. In the event that the undersigned furnishes, or you obtain, the insurance, then, in such event, all of the terms, conditions and provisions of the lease, regarding insurance coverage shall be applicable for the remainder of the term of the lease.

The undersigned further agrees that this letter agreement shall be binding upon, and enure to the benefit of, itself and you and our respective heirs, successors, assigns, and legal and personal representatives.

The undersigned has caused this letter agreement to be executed by its duly authorized representative.

LESSEE: City of Bartlesville

By: _____

Title: _____

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 24206)

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

Motorola Callworks E911 System

2. Why is the equipment essential to the operation of **CITY OF BARTLESVILLE?**

3. Does the equipment replace existing equipment?

Yes

If so, why is the replacement being made?

Existing equipment is end of life

4. Is there a specific cost justification for the new equipment?

N/A

If yes, please attach outline of justification.

N/A

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

911 Wireless and Wireline Tariffs

General Fund

- Have dollars already been appropriated for the Lease Payment? (Yes)

-or- No

- If yes, for what fiscal year(s) have appropriations been made?

FY2017

Combination of Federal Grant funding supplemented by General Revenues

- What fiscal year(s) is expected to be funded via federal grants:

N/A

- What fiscal year(s) is expected to be funded via general revenues:

FY2017-FY2024

- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- (No)

Other (please describe): N/A

Bank Qualified Statement (Lease# 24206)

LESSEE CERTIFIES THAT IT HAS NOT DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODEAND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN $10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED $10,000,000.

RESOLUTION #_____

CITY COUNCIL
CITY OF BARTLESVILLE
401 SOUTH JOHNSTONE AVENUE
BARTLESVILLE, OK 74003

CERTIFIED LEASE RESOLUTION

STATE OF OKLAHOMA
COUNTY OF WASHINGTON

WHEREAS, on the 1st day of December, 2017, City Council met in regular session with the following members:

Ward 1: Dale Copeland, Mayor
Ward 2: John Kane, Vice Mayor
Ward 3: Jim Curd Jr.
Ward 4: Alan Gentges
Ward 5: Dr. Joseph Callahan

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on or before the execution date of the Lease, the following resolution was introduced and adopted BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between **CITY OF BARTLESVILLE** (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures referenced in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

CITY COUNCIL MEMBERS:

_____
Ward 1: Dale Copeland, Mayor

_____
Ward 2: John Kane, Vice Mayor

_____
Ward 3: Jim Curd Jr.

_____
Ward 4: Alan Gentges

_____
Ward 5: Dr. Joseph Callahan

ATTEST_____

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1 Issuer's name City of Bartlesville	**2** Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	**3b** Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 401 S. Johnstone Ave	**5** Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code Bartlesville, OK 74003	**7** Date of issue 12/20/2017
8 Name of issue Equipment Lease-Purchase Agreement 24206	**9** CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	**10b** Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	**11**	
12	Health and hospital	**12**	
13	Transportation	**13**	
14	Public safety	**14**	$299,820.25
15	Environment (including sewage bonds)	**15**	
16	Housing	**16**	
17	Utilities	**17**	
18	Other. Describe ▶	**18**	
19	If obligations are TANs or RANs, check only box 19a ▶ ☐ If obligations are BANs, check only box 19b ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box ▶ ☑		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/20/2024	$ 299,820.25	$ 299,820.25	7 years	3.97 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			**22**	
23	Issue price of entire issue (enter amount from line 21, column (b))			**23**	$299,820.25
24	Proceeds used for bond issuance costs (including underwriters' discount)	**24**			
25	Proceeds used for credit enhancement	**25**			
26	Proceeds allocated to reasonably required reserve or replacement fund	**26**			
27	Proceeds used to currently refund prior issues	**27**			
28	Proceeds used to advance refund prior issues	**28**			
29	Total (add lines 24 through 28)			**29**	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			**30**	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶ _____			
c	Enter the name of the GIC provider ▶ _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶ _____

c Enter the EIN of the issuer of the master pool obligation ▶ _____

d Enter the name of the issuer of the master pool obligation ▶ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶ _____

c Type of hedge ▶ _____

d Term of hedge ▶ _____

42 If the issuer has superintegrated the hedge, check box . . . . . ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement . . . . . ▶ _____

b Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative	Date	Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶	Firm's EIN ▶
Firm's address ▶	Phone no.

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24206 Lease Schedule A No. : 24206

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24206. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF BARTLESVILLE

By: _____

Date: _____