

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council members

FROM/PHONE: Frank Apicella, 797-1063

SUBJECT: Resolution

AFFECTED DISTRICT: Town Wide

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO PROVIDE SUPPORT AND MAINTENANCE SERVICES OF PREMIER MDT LAPTOP COMPUTER SOFTWARE .

REPORT IN BRIEF:

The Town of Davie purchased additional laptop computer software for the Police Department on September 2, 1999. This software helps the Police run teletype messaging, mapping, and paging functions. Software support and maintenance was provided by MOTOROLA last year. Continuation of such support is required for the current year.

PREVIOUS ACTIONS:

This service was provided last year and payment authorized out of Law Enforcement Block Grant monies under Council resolution R-2000-004.

CONCURRENCES:

None required.

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost: \$43,900 for one (1) year

Account Name: Computer Expense and Maintenance

Additional Comments: None

RECOMMENDATION(S):

Motion to approve the resolution.

Attachment(s): Resolution Contract

RESOLUTION NO.

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO PROVIDE SUPPORT AND MAINTENANCE SERVICES FOR PREMIER MDC LAPTOP COMPUTER SOFTWARE TO MOTOROLA FOR THE CURRENT FISCAL YEAR.

WHEREAS, the Town's previous maintenance contract has expired; and

WHEREAS, the Police Department is continuing to use the Premier MDC laptop computer software to run teletype messaging, mapping and paging ; and

WHEREAS, this continued use will require support and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the proposal made by Motorola and authorizes the Mayor to execute the contract with Motorola, for providing support and maintenance of this computer software, attached hereto as Attachment A.

SECTION 2. The Town Council hereby authorizes the expenditure from the Information Systems Computer Maintenance Account.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2002

MAYOR/COUNCIL MEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2002

**TOWN OF DAVIE
PROCUREMENT AUTHORIZATION**

<u>Account Number</u>	<u>Budget & Description</u>	<u>Approximate Cost</u>
05202595930441	Computer Expense and Maintenance	\$43,900

Method of Procurement (check the one that applies)

- Open Competitive Bidding
- Piggyback on Florida State Contract
- X Sole Source

Checklist Specification & List Of Vendors Must Be Attached

Signed _____
Department Head

Have Funds Been Reserved _____

Date _____ Signed _____

Signed _____
Town Administrator

Bids Submitted

<u>Vendor</u>	<u>Cost</u>
Motorola	\$43,900 (Annually)
_____	_____
_____	_____
_____	_____
_____	_____

Signed _____
Purchasing Specialist

Town Administrator's Recommendation

<u>Vendor</u>	<u>Cost</u>
Motorola	\$43,900 Annual Maintenance

Signed _____
Town Administrator

Maintenance and Support Agreement

Motorola, Inc., a Delaware corporation, through its Commercial, Government, and Industrial Solutions Sector, North America Group having a place of business at 789 International Pkwy Bldg. A Sunrise FL 33325 and the Town of Davie, having a place of business at 6591 SW 45th Street; Davie, FL 33314, enter into this Maintenance and Support Agreement, pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached Exhibits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

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

Section 1 EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	Description of Covered Products
Exhibit B	Support Plan
Exhibit C	Support Plan Options and Pricing Worksheet

Section 2 DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement. Equipment may include the central processing unit, workstation hardware, and peripheral equipment.

"Motorola" means Motorola, Inc., a Delaware corporation.

"Motorola Software" means Software that Motorola owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-Motorola Software" means Software that a party other than Motorola owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet, Exhibit C.

"Products" means the Equipment and Software provided by Seller.

"Releases" means an Update or Upgrade to the Motorola Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a minor release of Motorola Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the Motorola Software. Depending on Customer's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2,3". A "Standard Release" is defined as a major release of Motorola Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new server/requesters. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, modifications of Software license terms, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1,2,3". A "Product Release" is defined as a

major release of Motorola Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3".

"Services" means those maintenance and support services described in the Support Plan, Exhibit B, and provided under this Agreement.

"Software" means the Motorola Software and Non-Motorola Software that is furnished with the System or Equipment.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established Motorola holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet, Exhibit C.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller.

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

Section 3 SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services in accordance with Customer's selections as indicated in the Support Plan Options and Pricing Worksheet, Exhibit C, and such Services will apply only to the Products described in the Description of Covered Products, Exhibit A.

3.2. Unless the Support Plan Options and Pricing Worksheet, Exhibit C, expressly provides to the contrary, the term of this Agreement is one (1) year, beginning on the Start Date. This annual maintenance and support period will automatically renew upon the anniversary date for successive one (1) year periods unless (a) either party notifies the other of its intention to not renew the Agreement not less than thirty (30) days before the anniversary date or (b) this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products, Exhibit A, that are licensed by Seller to Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to or used by Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price if and when the annual maintenance and support period is renewed. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of

the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products, Exhibit A, are covered.

3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet, Exhibit C.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide unlimited Technical Support Services during the PPM for basic service. Depending upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet, Exhibit C, the applicable PPM may be greater than the PPM for basic service. Any non-standard Technical Support Services, or standard Technical Support Services that are performed by Seller outside the contracted PPM, shall be billed at the pre-agreed hourly rates set forth in this Agreement. Direct service for error correction and Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product, not for training, and will not be used in lieu of training on the covered Products.

3.6.2. Unless the Support Plan Options and Pricing Worksheet, Exhibit C, expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3. Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller shall not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or Software not modified by Motorola.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.11. Third-party software unless specifically listed on the Description of Covered Products, Exhibit A.

3.7.12. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.13. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.14. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades which are not directly related to an error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint an employee who is a fully qualified System Administrator who has completed Seller's End-User training and System Administrator training (if available) to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. The System Administrator should also be familiar with the Products and the system platform upon which the Products operate, proficient in the operating system, demonstrate database administration and network capabilities such as updating, adding, and deleting System and user information, and stand alone personal computer and System proficiency. The System Administrator shall follow the reporting error process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller shall become Seller's property.

3.10 Permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. The purpose and scope of such audits are to verify if Seller is providing above-contract Services and, if the Price for Services is based upon a per unit fee, whether it is being correctly calculated on the total number of units in accordance with Section 3.3 above. If the results of any such audit indicate that Price has been understated, Seller may correct the Price and immediately invoice Customer for the difference. Seller will limit the number of audits to no more than one (1) per year except Seller may conduct quarterly audits if a prior audit indicated the Price had been understated.

3.11. If Customer replaces, upgrades, or modifies Equipment that is covered by this Agreement, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Seller will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

Section 4. RIGHT TO SUBCONTRACT AND ASSIGN

Seller may assign its rights and obligations under this Agreement and may subcontract any portion of Seller's performance called for by this Agreement.

Section 5. PRICING, PAYMENT AND TERMS

5.1 Prices in United States Dollars are shown in the Support Plan Options and Pricing Worksheet, Exhibit C. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term of this Agreement, Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3 If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These

terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer shall reimburse Seller upon receipt of proper documentation of such assessments.

Section 6. LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

Section 7. DEFAULT/TERMINATION

7.1. If Motorola breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance), Customer may consider Motorola to be in default. If Customer asserts a default, it will give Motorola written and detailed notice of the default. Motorola will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If Motorola provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless Motorola or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, Motorola may consider Customer to be in default. If Motorola asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to Motorola. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of Motorola's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Seller shall immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information shall include: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including

data, developments, trade secrets and improvements, that is disclosed by Seller to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Seller in connection with this Agreement that is required by law to be held confidential.

Section 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt.

Customer: Town of Davie
Attn: Frank Apicella
6591 SW 45th Street
Davie, Florida 33314

Seller: Motorola, Inc.
Attn: Helen Morrell
789 International Parkway, S3G
Sunrise, Florida 33325

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall 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.

8.4. Customer may not assign any of its rights under this Agreement without Motorola's prior consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered maintenance and support services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may not be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity, or the laws of the State of Illinois if Licensee is not a sovereign government entity.

Section 9. CERTIFICATION DISCLAIMER

Seller specifically disclaims all certifications regarding the manner in which Seller conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Seller.

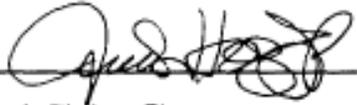
Section 10. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, shall obtain any approval or permit required in the performance of its obligations. Neither Seller nor any of its employees is an agent or representative of Customer

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

Seller Motorola, Inc.

Customer Town of Davie

By: 

Name: Judith Jean-Pierre

Title: Sr. Division Contract Manager

Date: February 28, 2002

By: _____

Name: _____

Title: _____

Date: _____

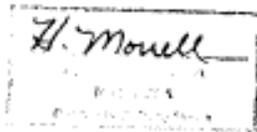


Exhibit A DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT NO. SD112001DAVE

CUSTOMER: Town of Davie, FL

The following table lists the Products under maintenance coverage:

Product	Description	Version	Qty
Premier Message Switch Software	1-500 Server Level		1
TalkThru/RF	Server Software		1
In-Vehicle Paging Software	Server Software		1
Premier MDC	Mobile Client Licenses		200
TalkThru/RF	Mobile Client Licenses		200
In-Vehicle Paging Software	Mobile Client Licenses		200
Text-To-Voice Software	Mobile Client Licenses		200

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	TARGET RESOLUTION TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System is not functioning that does not prohibit continuance of basic operations and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 standard business hours of initial voice notification	Resolve within 7 standard business days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 standard business hours of initial notification	Resolve in next Supplemental Release within 180 days following verification
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 standard business days of initial notification	Resolve in a future Supplemental Release
5	Customer request for an enhancement to System functionality is submitted to Seller's Product Management for review.	Seller's Product Management response within 120 standard business days.	If accepted, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned error Severity Level when Customer allows timely access to System and Seller diagnostics indicate that the error is present in the Software. Severity level Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. Should Seller determine that it is unable to correct such reported error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such error promptly. Should Seller, in its sole discretion, determine that such error is not present in its release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, or (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 errors. Written status reports on outstanding errors will be provided to System Administrator on a monthly basis.

2. **Customer Responsibility.**

2.1 Customer is responsible for running any Anti-Virus software installed by Seller as part of its System.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected errors will be investigated and corrected from Seller facilities. Seller shall decide whether on-site correction of any Software error is required and will take appropriate action.

**Exhibit C
SUPPORT PLAN OPTIONS AND PRICING WORKSHEET**

Maintenance and Support Agreement # **SD112001DAVE**

Agreement Start Date **November 1, 2001**

CUSTOMER: Address (1): Address (2): CITY, STATE, ZIP CODE:	Town of Davie 6591 SW 45 th Street Davie, FL 33314	BILLING AGENCY: Address (1): Address (2): CITY, STATE, ZIP CODE:	
CONTACT NAME: CONTACT TITLE TELEPHONE: FAX: Email:	Frank Apicella IS Director 954-797-1063 954-797-1049	CONTACT NAME: CONTACT TITLE TELEPHONE: FAX: Email:	Troy Hines Account Representative 954-723-8912 954-723-8779 troy.hines@Motorola.com

For support on products below, please contact Motorola at (800) 323-9949 (press 2) to request support.

<input checked="" type="checkbox"/> Premier Message Switch	<input checked="" type="checkbox"/> Premier MDC™ Client	<input checked="" type="checkbox"/> Premier MDC Reporting	<input type="checkbox"/> Premier 2Way	<input type="checkbox"/> Premier Handheld
<input type="checkbox"/> AirMobile™	<input type="checkbox"/> TX Messenger			

SOFTWARE SUPPORT	ANNUAL FEE
<input checked="" type="checkbox"/> GOLD <ul style="list-style-type: none"> • 24 hours a day, 7 days a week PPM • Supplemental Releases • Standard Releases • Technical Support Services 	\$ 43,900.00
<input type="checkbox"/> SILVER <ul style="list-style-type: none"> • 8 a.m.-5 p.m. Monday-Friday • Supplemental Releases • Standard Releases • Technical Support Services 	\$ _____
<input type="checkbox"/> BRONZE <ul style="list-style-type: none"> • Standard Releases • Supplemental Releases • Telephone support per event for release installation 	\$ _____
SOFTWARE SUPPORT TOTAL	\$ 43,900.00

OTHER AVAILABLE OPTIONS	ANNUAL FEE
<input type="checkbox"/> Consulting Services - 8 Hour Blocks (plus travel fees)	\$ _____
<input type="checkbox"/> Other:	\$ _____
OTHER OPTIONS TOTAL	\$ _____

FULL TERM FEE GRAND TOTAL* \$ 43,900.00
**Exclusive of taxes if applicable*