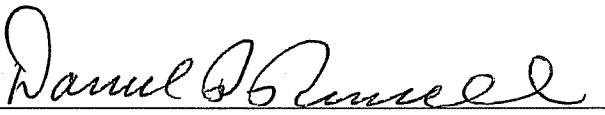


Original contract

CITY OF YUMA  
RFP No. 2003000453

I, Daniel P. Russell, hereby certify that I am duly elected and acting Assistant Secretary of MOTOROLA, INC. I further certify that Daniel J. Delaney, MCEI, Vice President and Director, Sales, Western Division, North America Group, is authorized and empowered to execute Forms of General Bid and Contracts, including this contract, on behalf of the Corporation, pursuant to valid and authorized actions of the Board of Directors and the Corporation's Delegations of Signature Authority policies.

I further certify that such authorization and empowerment is still in effect and has not been changed or modified in any respect, and that this Contract is binding on Motorola, Inc.

By   
Daniel P. Russell  
Assistant Secretary of Motorola, Inc.

See attached California All-Purpose Acknowledgement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

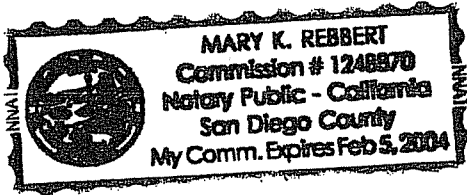
State of California

County of San Diego

On July 23, 2003 before me, Mary K. Rebert, Notary Public,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Daniel P. Russell  
NAME(S) OF SIGNER(S)

personally known to me OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~(is)~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Mary K. Rebert  
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)
- LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

OTHER: Assistant Secretary

DESCRIPTION OF ATTACHED DOCUMENT

City of Yuma, AZ - Assistant Secretary of Motorola  
TITLE OR TYPE OF DOCUMENT

1  
NUMBER OF PAGES

None  
DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

None  
SIGNER(S) OTHER THAN NAMED ABOVE

49.1

DELEGATION OF AUTHORITY

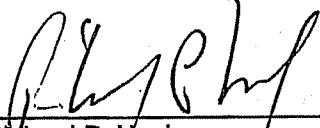
Richard P. Neal, Vice President of Motorola Inc. ("Company") and General Manager of the Company's Western Division, North America Group, of the Commercial Government & Industrial Solutions Sector ("Division"), do hereby delegate my authority to enter into and execute in the name of and on behalf of the Company, customer purchase and sale contracts, contract modifications, bids, proposals, bidder list applications, certifications, object code software licenses, non-disclosure agreements relating to customer sales opportunities, teaming agreements relating to customer sales opportunities, lobbyist agreements (pursuant to Group, Sector and Company policy), and subcontractor documents which are related to the Division (collectively referred to as "Contract Documents"), to the below named individuals with the following dollar or other limitations as specified

To Daniel P. Russell, Daniel J. Delaney, Philip F. Dobosz, Mark Kroh, and Robert Schassler: Contract Documents in an amount not to exceed \$10,000,000.

This Delegation of Authority granted herein shall not be delegable or assignable to any other person and shall expire on May 31, 2004.

This Delegation can be revoked by me at any time and will automatically expire for any named individual if he or she ceases to be an employee of the Western Division.

IN WITNESS WHEREOF, I have executed this delegation of authority as of this 24<sup>th</sup> day of June, 2003.

  
\_\_\_\_\_  
Richard P. Neal  
Vice President and General Manager  
Western Division, North America Group  
Commercial Government & Industrial Solutions Sector  
Motorola, Inc.

## Communications System Agreement

Motorola, Inc., a Delaware corporation, through its Commercial, Government, and Industrial Solutions Sector, North America Group ("Motorola"), having a place of business at 6450 Sequence Drive, San Diego, CA 92121 and the City of Yuma, Arizona, a municipal corporation ("City"), having a place of business at Yuma, Arizona, enter into this Communications System Agreement ("Agreement"), pursuant to which City will purchase and Motorola will sell the System, as described below. Motorola and City may be referred to individually as "party" and collectively as "parties."

### RECITALS

City desires the services of Motorola for the purpose of providing an Integrated Wireless Mobile Data Solution that will allow City staff to share information contained on the network with users connected wirelessly to the network in an efficient and secure manner. Motorola shall deliver, install, and implement the System including application software, operating systems, hardware, conversion services, end user and technical training, and documentation. Motorola is qualified and able to provide the services indicated.

### AGREEMENT

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

#### Section 1 AGREEMENT DOCUMENTS

This Agreement consists of this document and all other exhibits, specifications, supplementary conditions, request for proposals, addenda, Motorola's responsive proposal, change orders and other documents attached or referenced. This Agreement may also include future amendments,

#### Section 2 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 Exhibits A through G will be resolved in the order in which they are listed below.

- Exhibit A Motorola "Software License Agreement"
- Exhibit B "Payment Schedule"
- Exhibit C "Technical and Implementation Documents"
  - C-1 "System Description" dated April 24, 2003 (Contained in Motorola's Proposal)
  - C-2 "System Description" for DataTAC Mobile Data Network, dated June 20, 2003
  - C-3 "Pricing Summary" dated July 22, 2003
  - C-4 "Statement of Work" for Phase 1, dated July 22, 2003
  - C-5 "Statement of Work" for CAD/Infotrak (Phase 2), dated June 24, 2003
  - C-6 "Statement of Work" for AVL-ATMM (Phase 2), dated June 24, 2003
  - C-7 "Statement of Work" for Geofile (Phase 2), dated June 16, 2003
  - C-8 "Statement of Work" for High Performance Data (Phase 3), dated June 20, 2003
  - C-9 "Acceptance Test Plan" or "ATP" for Phase 1, dated April 17, 2003 (in Motorola's Proposal)
  - C-10 "Acceptance Test Plan" or "ATP" for CAD/Infotrak LRMS (Phase 2), dated June 24, 2003
  - C-11 Project Schedule for Phase 1, dated June 17, 2003
  - C-12 Project Schedule for CAD/Infotrak LRMS (Phase 2), dated June 13, 2003
  - C-13 Training Plan for CAD/Infotrak (Phase 2) dated June 24, 2003
- Exhibit D Maintenance and Support Agreements
  - D-1 "Software Subscription Agreement"
  - D-2 Enhanced System Support Statement of Work ("ESS Statement of Work")

D-3 ISD Maintenance and Support Plan  
Exhibit E "System Acceptance Certificate"  
Exhibit F Motorola's Proposal dated April 24, 2003  
Exhibit G City of Yuma, Arizona Request For Proposal

### Section 3 DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

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

"Beneficial Use" means when the System or a Subsystem is first used as the primary mode of communication or on a day to day basis for operational purposes (excluding training or testing). Separate periodic testing or random rogue unauthorized access does not constitute Beneficial Use.

"Contract Price" means the price for the System, exclusive of any applicable sales or similar taxes.

"Effective Date" means that date upon which the last party to sign this Agreement has executed the Agreement.

"Equipment" means the hardware listed in the Equipment List.

"Infringement Claim" means a claim that the Equipment manufactured by Motorola or the Motorola Software infringes a United States patent or copyright.

"Motorola Software" means Software that Motorola owns.

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

"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.

"Software" means the Motorola and Non-Motorola Software in object code format that is furnished with the System or Equipment and which may be listed on the Equipment List

"Subsystem" means a major portion of the entire System that performs specific functions or operations as described in the Technical and Implementation Documents.

"System" means the Equipment, Software, and services combined together into a system as more fully described in the Technical and Implementation Documents.

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

### Section 4 SCOPE OF AGREEMENT AND TERM

4.1. SCOPE OF WORK. Motorola will provide, ship, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. The work will occur in three phases: (1) Core infrastructure and mobile applications and mobile computers and accessories; (2) Computer Aided Dispatch ("CAD"), Records Management System - Infotrak ("RMS"), Automatic Vehicle Location ("AVL"), and (3) high speed data and APCO Project 25 Voice Site ("P25"). Motorola will not commence work or ship equipment in advance of the Project Schedule without City's written authorization for Phase II or on Phase III. City will perform its contractual responsibilities in accordance with this Agreement. Motorola will provide a TURN KEY solution as described in the Request for Proposals, Motorola's Proposal dated April 24, 2003,

and the fee proposal dated July 14, 2003. All work must be completed to City's satisfaction, in accordance with this Agreement and the Acceptance Test Plan.

Use of the term "turnkey" shall mean the complete system offered, pursuant to each Phase, consisting of the equipment in the equipment list, and the system design, engineering, site development, installation, optimization, and training services Motorola has agreed to provide in the Statement of Work. The term "turnkey" shall also include all of the equipment and services necessary to meet the specifications and requirements set forth in the RFP, subject to the Exceptions and Clarifications set forth in the proposal.

4.2. 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, Motorola and City will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect such adjustment in a change order. Neither party is obligated to perform requested changes unless both parties execute a written change order. Motorola must obtain prior written approval from City's Project Manager or designee for any change in the scope of work. In addition, Motorola must perform all modified work according to the terms of this Agreement. The City will not accept any claim for extra work or materials furnished unless Motorola receives prior written authorization from City. All work or materials furnished without prior written authorization are at Motorola's own risk and expense. City will not accept or pay claims for unauthorized work or materials. If any errors or omissions are disclosed, Motorola must correct them at its own expense.

#### 4.3 TERM.

4.3.1 Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue until the date of System Acceptance of each applicable phase or expiration of the applicable warranty periods as set forth in Section 10, whichever occurs last.

4.3.2. City shall have the option to enter into a one-year Maintenance and Support Agreement renewable for up to four (4) additional one year terms. The decision to renew shall be solely the City's. Such renewals can only be made in one-year increments. Notice of intent to renew shall be made at least one month prior to expiration of the current one-year term. City and Motorola shall reconfirm or renegotiate the unit rates prior to this Agreement renewal. The parties acknowledge that the pricing for additional components which may be added to the System or Subsystems at City's option has been negotiated as part of this Agreement and such prices are good for three years after the execution of this Agreement.

In the event City does not opt to renew the Agreement under this Section or City and Motorola fail to reconfirm or negotiate unit rates for another year, City shall have the option to extend this Agreement at the current rates for a period not to exceed six months total.

4.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date of this Agreement, City may order additional Equipment or Software, provided it is then available, at prices negotiated in this Agreement. Each order must refer to this Agreement and must specify the pricing and delivery terms. The applicable provisions of this Agreement will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass when delivery is accepted by City, and payment is due within thirty (30) days after the invoice date. "Acceptance of Delivery" must occur within 72 hours of actual delivery to City's designated receiving point. Motorola will send City an invoice as the additional Equipment is shipped or Software is licensed.

4.5. MAINTENANCE SERVICE. During the warranty period, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the ESS Statement of Work and the Software Subscription Agreement. Such services and support are included in the Agreement Price. After the warranty period, City may purchase (i) maintenance services for the Equipment by executing the applicable service agreement consisting of the Service Terms and Conditions, and (ii) extended support for the Motorola Software by executing a new Software Subscription Agreement.

4.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to City solely in accordance with Exhibit A "Software License Agreement" (other than software development kits, if applicable, which have separate software license agreements). City hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to City 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 the Software License Agreement 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.

4.8. **SUBSTITUTIONS.** At no additional cost to City and subject to City's reasonable approval, Motorola reserves the right to substitute any Equipment, Software, or services to be provided by Motorola, but only if the substitute meets the specifications and is of equivalent or better quality and value to City. Any such substitution will be reflected in a change order.

#### 4.9 **PERFORMANCE AND PAYMENT BONDS**

Motorola must maintain a Performance Bond in a form acceptable to the City and in the full amount of this Agreement and for the duration of the Agreement. Motorola's failure to maintain a Performance Bond is a default and City may terminate this Agreement and all other remedies remain available to the City.

Motorola must maintain a Payment Bond in a form acceptable to the City and in the full amount of this Agreement and for the duration of the Agreement. Motorola's failure to maintain a Payment Bond is a default and City may terminate this Agreement and all other remedies remain available to the City.

The surety bonds must be issued by a company authorized to transact surety business in the State of Arizona.

#### 4.10 **CITY'S OBLIGATIONS**

City will furnish one copy of data in its possession pertinent to completion of the project. Motorola must search the records and request any additional specific information needed to complete the project. Motorola is liable for any errors, omissions or inconsistencies that result from Motorola's failure to obtain information or assess site conditions necessary to complete the project. Motorola will not be responsible for R56 site upgrades.

City will make information and data concerning policies, standards, criteria, and studies available for reproduction.

### **Section 5 PERFORMANCE SCHEDULE**

Motorola and City agree to perform their respective responsibilities in accordance with the Performance Schedule. City will authorize Motorola to begin performance of this Agreement by issuing a Notice to Proceed.

### **Section 6 PAYMENT OF CONTRACT PRICE**

6.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is Six Million Seven Hundred Thirty Thousand Two Hundred Thirty One Dollars and No Cents (6,730,231.00). Exhibit C-3 "Pricing Summary" is included with this Agreement. Motorola will submit to City invoices according to Exhibit B "Payment Schedule". City will make payments to Motorola within thirty (30) days after the date of each invoice. City will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

6.2. FREIGHT, TITLE, AND RISK OF LOSS. All freight charges will be paid by Motorola. Title to the Equipment will pass to City upon acceptance of delivery, except that title to Software will not pass to City at any time. Risk of loss will pass to City upon acceptance of delivery of the Equipment to City. Motorola will pack and ship all Equipment in accordance with good commercial practices. "Acceptance of Delivery" must occur within 72 hours of actual delivery to City's designated receiving point.

6.3 All documents Motorola presents to City under this agreement are the City's permanent property. Motorola must deliver all required reports before City will make final payment.

## **Section 7 SITES AND SITE CONDITIONS**

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, City will provide (i) a designated project manager; (ii) all necessary construction and building permits, zoning variances, licenses, and the like; and (iii) access to the work sites identified in the Technical and Implementation Documents identified in Exhibit C as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work.

7.2. SITE CONDITIONS. City 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 specifically states to the contrary, City will ensure that these work sites will have (i) adequate physical space for the installation, use and maintenance of the System; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the System; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the System, including modem access, and adequate interfacing networking capabilities. Before installing the Equipment at a work site, Motorola will inspect the work site and advise City of any apparent deficiency or non-conformity 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 Motorola or City 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, Motorola and City will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If such 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 or Performance Schedule, or both, by a change order.

## **Section 8 TRAINING**

If Motorola is providing City training under this Agreement, it will be described in a written training plan that is part of the Statement of Work. City will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because City reschedules a training program less than thirty (30) days before its scheduled start date, Motorola is entitled to recover these additional costs.

## **Section 9 SYSTEM ACCEPTANCE**

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to City 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 described in the Acceptance Test Plan. When System Acceptance occurs, 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 such Subsystem or phase, and the parties will promptly execute an acceptance certificate for the Subsystem or phase. After completion of the Acceptance Tests, if City believes that the System fails the Acceptance Tests, City will provide to Motorola a written notice that includes the specific details of such failure. If City fails to provide to Motorola such 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. City at its sole discretion may withhold up to ten (10) percent of the final payment until all minor omissions or variances have been resolved to the satisfaction of the City.

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

9.4 **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance of each Phase and when all associated deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating in the appropriate place on the System Acceptance Certificate.

## **Section 10. REPRESENTATIONS AND WARRANTIES**

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform consistently with the System design and functionality specifications contained in the Statement of Work 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 beyond Motorola's control, such as (i) an earthquake, adverse atmospheric conditions, or other natural causes; (ii) the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; (iii) the addition of frequencies at System sites that cause RF interference or intermodulation; (iv) City changes to load usage or configuration outside the specifications; or (v) any acts of parties who are beyond Motorola's control.

10.2. **EQUIPMENT WARRANTY.** For each applicable phase, for one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within City's control, this warranty expires eighteen (18) months after the shipment of the Equipment. Motorola will adhere to the Project Schedule in the shipment of Equipment, and will not ship equipment in advance of the project schedule, as agreed in the Detailed Design Review.

10.3. **MOTOROLA SOFTWARE WARRANTY.** For each applicable Phase, unless otherwise stated in the Software License Agreement, for one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within City's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. Motorola will adhere to the Project Schedule in the shipment of Software, and will not ship Software in advance of the schedule, as agreed in the Detailed Design Review.

10.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; (ii) defects or damage occurring from misuse, accident,

liquids, neglect, or acts of God; (iii) defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; (iv) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (v) defects or damage caused by City's failure to comply with all applicable industry and OSHA standards; (vi) Equipment that has had the serial number removed or made illegible; (vii) batteries (because they carry their own separate limited warranty); (viii) freight costs to ship Equipment to the repair depot; (ix) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (x) normal or customary wear and tear.

10.5. **WARRANTY CLAIMS.** Before the expiration of the warranty period, City must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties. Upon receipt of such notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at no additional charge to City) 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 if such Equipment or Motorola Software is non-essential to the function of the System. Such action will be the full extent of Motorola's liability hereunder. If this investigation indicates the warranty claim is not valid, then Motorola may invoice City for responding to the claim on a time and materials basis using Motorola's 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. If the parties do not agree on replacement, repair or refund the matter may be submitted to non binding arbitration under Section 12.

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

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

## **Section 11 DELAYS**

11.1. **EXCUSABLE DELAYS.** Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party 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 or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances. Motorola may not make any charge or claim for damages that result from delays or hindrances beyond City's control. The sole form of compensation for delay or hindrance is a reasonable extension of time agreed to by the parties. An extension is not a waiver of any of City's legal rights

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CITY.** If the Performance Schedule is delayed because of City (including any of its other contractors), (i) City will make the promised payments as if no delay occurred; and (ii) the parties will execute a change order to extend the Performance Schedule and, if requested by Motorola, compensate Motorola for all reasonable charges incurred because of such delay; provided however any such payment shall not exceed fifty per cent (50%) of the final payment on System Acceptance, exclusive of costs associated with Equipment or hardware changes. 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**

Motorola and City will attempt to settle any claim or controversy arising from this Agreement (except for a claim relating to intellectual property) through consultation and negotiation in good faith and a spirit of mutual cooperation. The respective project managers will confer and attempt to settle a dispute. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the parties mutually agree, claims, disputes or other matters in question may be submitted for non-binding arbitration and decided, on a non-binding basis, according to the Arizona Uniform Rules of Procedure for Arbitration. Request for arbitration must be filed in writing with the other party to this Agreement.

## **Section 13     DEFAULT AND TERMINATION**

13.1. **DEFAULT BY MOTOROLA.** If Motorola fails to achieve System Acceptance in accordance with this Agreement or otherwise breaches a material obligation under this Agreement, City may consider Motorola to be in default, unless City or a Force Majeure causes such failure. If City 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 City. If Motorola provides a cure plan acceptable to City, it will begin implementing the cure plan immediately after receipt of City's written approval of the plan.

13.2. **DEFAULT BY CITY.** If City fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, or otherwise breaches a material obligation under this Agreement, Motorola may consider City to be in default, unless Motorola or a Force Majeure causes such failure. If Motorola asserts a default, it will give City written and detailed notice of the default and City will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default or (iii) provide a written plan to cure the default that is acceptable to Motorola. Motorola shall not stop work during this thirty (30) day period. If City provides a cure plan, it will begin implementing the cure plan immediately after receipt of Motorola's written approval of the plan.

13.3. **FAILURE TO CURE.** If a defaulting party fails to cure the default as provided above in Sections 13.1 or 13.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of such termination, the defaulting party will promptly return to the non-defaulting party any of its Confidential Information (as defined in Section 16.1). If City is the non-defaulting party, terminates this Agreement as permitted by this Section, and completes the System through a third party, City may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System of the Phase that is in default to a capability not exceeding that specified in this Agreement. City agrees to use its best efforts to mitigate such costs and to provide Motorola with detailed invoices substantiating the charges

13.4. **TERMINATION.** This Agreement may be terminated by the following:

13.4.1. The mutual consent of both parties.

13.4.2. City reserves the right to terminate any part of or the entirety of this Agreement with or without cause at any time with thirty (30) calendar days written notice.

13.4.3. If Motorola breaches any provisions of this Agreement, Motorola shall have a right to cure, pursuant to Section 13.1 of this Agreement.

13.5. **TERMINATION PROCEDURES.** City and Motorola have the following obligations upon termination:

13.5.1. City must notify Motorola in writing. Upon receipt of notice, Motorola must cease all work and proceed to close all operations.

13.5.2. Motorola must deliver all reports and estimates entirely or partially completed, all equipment and software purchased or provided by Motorola for this project and all unused materials supplied by City. Motorola does not warrant incomplete materials. City's reuse of incomplete materials is entirely at City's own risk.

13.5.3 Motorola must appraise the work completed and submit the appraisal to City for evaluation. City will pay Motorola for the equipment delivered and for the work actually performed as payment in full for services rendered to the date of termination and reasonable costs which may be borne by Motorola in the termination of subcontracts, removal of installation and test equipment and other costs directly related to an early termination. City will make final payment within 60 days of Motorola's delivery of all completed or partially completed items.

13.6. TERMINATION FOR CONVENIENCE. City may terminate the CAD RMS (Phase II) and the High Speed Data (Phase III) provisions of this Agreement on 30-days written notice for the convenience of City. Motorola will adhere to the Project Schedule in the shipment of Equipment, and will not ship equipment in advance of the project schedule, as agreed in the Detailed Design Review. In the event that City chooses to terminate this Agreement solely for the convenience of the City under this provision. Motorola will, upon notification, take all reasonable steps to minimize termination costs. The City will pay Motorola for equipment and services provided prior to the date of Motorola's receipt of notice to terminate for reasonable costs which may be borne by Motorola in the termination of subcontracts, removal of installation and test equipment, and other costs directly related to an unforeseen termination. City will make final payment within 60 days of Motorola's delivery of all completed or partially completed items.

#### **Section 14 INDEMNIFICATION**

14.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold City 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 City 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, provided that City gives Motorola prompt, written notice of any such claim or suit. City shall cooperate with Motorola in its defense or settlement of such claim or suit. This section sets forth the full extent of Motorola's general indemnification of City from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CITY. City 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 City, its other contractors, or their employees or agents, while performing their duties under this Agreement, provided that Motorola gives City prompt, written notice of any such claim or suit. Motorola shall cooperate with City in its defense or settlement of such claim or suit. This section sets forth the full extent of City's general indemnification of Motorola from liabilities that are in any way related to City's performance under this Agreement.

#### **14.3. PATENT AND COPYRIGHT INFRINGEMENT.**

14.3.1. Motorola will defend at its expense any suit brought against City to the extent that it is based on an Infringement Claim, and Motorola will indemnify City for those costs and damages finally awarded against City for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: (i) City promptly notifying Motorola in writing of such Infringement Claim; (ii) Subject to City's right to participate, Motorola having control of the defense of such suit and all negotiations for its settlement or compromise; (iii) City providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the 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 procure for City the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant City a

credit for such Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Software.

14.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; (ii) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; (iii) any Equipment that is not Motorola's design or formula; (iv) a modification of the Motorola Software by a party other than Motorola; or (v) the failure by City to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment and Motorola Software or any parts thereof.

## **Section 15      LIMITATION OF LIABILITY**

Except for personal injury or death, or damage to tangible personal property, Motorola's liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to damages recoverable under law, but not to exceed the Contract Price. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability 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 16      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

### **16.1.    CONFIDENTIAL INFORMATION.**

16.1.1. During the term of this Agreement, the parties may provide the other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, confidential information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.

16.1.2. Concerning the Confidential Information provided to it by the other party, each party will: (i) maintain the confidentiality of such Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or

implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

16.1.3 To the extent possible, the City will provide Motorola with forty-eight (48) hours written notice of any public records disclosure request relating to Motorola's documents to allow Motorola to take any action deemed appropriate. City will reasonably cooperate with Motorola if Motorola elects to oppose the public records request.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

16.2.1. Motorola owns and retains all of its Proprietary Rights (as defined in Section 2) in the Equipment and Software. The third party manufacturer of any Equipment and the copyright owner of any Non-Motorola Software own and retain all of their Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of Motorola, any copyright owner of Non-Motorola Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola in connection with providing to City the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to City any shared development rights of intellectual property. This Agreement does not involve any Software that is a "work made for hire."

16.2.2. Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Concerning both the Motorola Software and the Non-Motorola Software, City agrees not to 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.

**Section 17 Insurance**

Before the commencement of any services, the Motorola must provide the City with certificates of insurance identifying this Agreement by number or name. All required insurance policies, except Workers' Compensation, must name the City, its officers, and employees, as Additional Insured, and must specify that the insurance is primary insurance. Any insurance carried by the City, its officers or employees, is excess coverage, and not contributory coverage to that provided by Motorola. All insurance policies are subject to approval by the City. Motorola must give the City thirty days written notice before canceling or non renewal of any policy. Motorola's failure to furnish evidence of insurance may be considered a breach. All certificates are sent to:

City of Yuma  
Materials Management Division  
One City Plaza  
PO Box 13012  
Yuma, AZ 85366-3012

A. Motorola must carry Worker's Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services, and Employer's Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease for each employee, and \$500,000.00 disease policy limit. Motorola must require subcontractors to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by Motorola.

B. Motorola must carry Commercial/Business Automobile Liability with a combined single limit for bodily injury and property damages of not less than \$1 million for each occurrence on all vehicles Motorola uses, whether owned or leased, in the performance of the work or services under this Agreement. If hazardous materials or wastes are transported, CA 9948 endorsement must be included and \$3 million per accident limits for bodily injury and property damage will apply.

C. Motorola must carry Commercial General Liability insurance with limit of not less than \$1 million for each occurrence with a \$2 million General Aggregate Limit. The policy must be primary. Coverage must extend for two years past completion and acceptance of the project. Motorola must provide annual Certificates of Insurance of continued coverage. In the event any of the above insurance policies are written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance.

## **Section 18 GENERAL**

Where applicable, the terms of this Section apply to all Exhibits and Attachments unless otherwise indicated in the Exhibit or Attachment.

18.1. **TAXES.** The Contract Price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, assessments or duties (other than federal, state, and local taxes based on Motorola's income or net worth), all of which will be paid by City except as exempt by law. If Motorola is required to pay or bear the burden of any such taxes, Motorola will send an invoice to City and City will pay to Motorola the amount of such taxes within thirty (30) days after the date of the invoice. City will be solely responsible for reporting the Equipment for personal property tax purposes.

18.2. **ASSIGNABILITY.** This Agreement is not assignable unless both parties mutually consent otherwise in writing, such assignment not to be unreasonably withheld. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both parties.

18.3. **SUBCONTRACTING.** Motorola may subcontract any portion of the work, but such subcontracting will not relieve Motorola of its duties under this Agreement.

18.4. **WAIVER.** 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 of a right or power 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 (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

18.5. **SEVERABILITY.** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

18.6. **INDEPENDENT CONTRACTORS.** Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be an employee or agent of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

18.7. **HEADINGS AND SECTION REFERENCES; CONSTRUCTION.** 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.

18.8. **GOVERNING LAW.** This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Arizona. The parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona. This Agreement will be governed by the laws of the United States to the extent that they apply.

18.9. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered,

amended, or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any City 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 such document.

18.10. NOTICES. Notices required or permitted 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 with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

Motorola, Inc.  
Attn: Contracts & Compliance Dept  
6450 Sequence Drive  
San Diego, CA 92121  
fax: (858) 404 2594

CITY  
Attn: City Administrator  
One City Plaza  
P O Box 13014  
Yuma, Arizona 85366-3014  
fax: (928) 373-5012

and to

Greg Wilkinson  
One City Plaza  
P O Box 13013  
Yuma, Arizona 85366-3013

18.11 COMPLIANCE WITH APPLICABLE LAWS.

18.11.1 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. City 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 City in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of City in FCC or other matters.

18.11.2 In addition, Motorola must include similar requirements of sub-contractors in any contracts entered into for performance of Motorola's obligations under this Agreement. Motorola agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. In addition, Motorola must include similar requirements of all sub-contractors in contracts entered for performance of Motorola's obligations under this Agreement

18.12. AUTHORITY TO EXECUTE AGREEMENT. Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding Agreement, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party. As a condition precedent to the effectiveness of this Agreement and the City's obligations hereunder, Motorola shall provide the City with a fully executed Certificate of Vote in the form provided by the City.

18.13 ATTORNEY FEES AND COSTS. If either party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party may recover, as part of the action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees

18.14 ENVIRONMENTAL CONDITIONS. Motorola must comply with all applicable federal, state, and local environmental laws, regulations and ordinances related to the performance of this Agreement. Motorola must defend and indemnify the City for any required remediation and for all liabilities, losses, claims, judgments, fines, or demands arising from injury or death to any person, damage to any real property, or any environmental damage arising out of Motorola's negligent or willful violations of applicable laws, regulations and ordinances.

18.15 TIME OF THE ESSENCE. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay Motorola's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

18.16 CONFLICT OF INTEREST. This Agreement is subject to the Conflict of Interest provisions of the Arizona Revised Statutes §38-511, as amended.

18.17. SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Sections 4.6 and 4.7 (concerning Software licensing); Section 12 (Disputes); Section 15 (Limitation of Liability); 16.1 (Confidential Information); and 16.2 (Preservation of Motorola's Proprietary Rights).

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19 LIQUIDATED DAMAGES (Phase One Only)

City will suffer unquantifiable financial loss if Motorola fails to achieve System Acceptance of Phase 1 before June 30, 2004. If Motorola fails to achieve System Acceptance of Phase 1 and such failure is caused by Motorola's breach of this Agreement and not by the City or its employees, representatives, or other contractors or by causes beyond Motorola's control, then Motorola shall be liable for and shall pay to City as its sole and exclusive remedy for the 120-day period, the sums hereinafter stipulated, fixed and agreed upon as liquidated damages and not as a penalty, for each calendar day of delay until the work is deemed to be acceptable as specified elsewhere, five hundred dollars (\$500) per day up to a maximum of sixty thousand dollars (\$60,000) beginning on June 30, 2004. If Motorola fails to complete Phase I within 120 days of June 30, 2004 plus any extension of time granted in a change order pursuant to Section 11, City will provide Motorola a notice of default, which will provide for a forty five (45)-day cure period. Liquidated damages shall increase as follows: to seven hundred fifty dollars (\$750.00) per day for fifteen (15) days, then to eight hundred fifty dollars (\$850.00) per day for the next fifteen (15) days, then to one thousand dollars (\$1000.00) per day for the next fifteen days. If Motorola fails to complete Phase I by the end of this one hundred sixty five (165) day period, the City may terminate this Agreement and complete the System through a third party pursuant to the terms of Subsection 13.3. Upon the sole determination of City or City's representative, all or a part of the liquidated damages may be waived. Liquidated damages may be offset against any payments due Motorola by City. These liquidated damages are intended to compensate City for damages caused by such delay. For City to assert a claim for liquidated damages, it must first provide formal written notice to Motorola. This provision is for the benefit of only the City and not for any other party purchasing off this Agreement.

This Agreement is effective on July 23, 2003.

Motorola, Inc.

City of Yuma, a municipal corporation

By: [Signature]  
Name: DAN DELANEY  
Title: VICE PRESIDENT, SALES  
Date: 7/23/2003

By: [Signature]  
Name: Robert L. Wagner  
Title: City Administrator  
Date: 7.23.03

Approved As To Form:

Attest:

By: [Signature]  
Steven W. Moore  
City Attorney

By: [Signature]  
Brigitte K. Stanz  
City Clerk

REVIEWED AND APPROVED  
AS TO FORM  
[Signature] 7-23-03  
BOB SELF DATE  
MOTOROLA  
CONTRACTS AND COMPLIANCE DEPT.

Approved at the City Council Meeting of:  
June 4, 2003  
City Clerk: [Signature]